

**RESOLUTION TO JOIN
NEW JERSEY SUSTAINABLE ENERGY
JOINT MEETING**

WHEREAS, Local Units of the State of New Jersey are authorized to enter into a joint contract to provide for the formation of a joint meeting for the joint procurement of natural gas, electricity and other forms of energy as permitted by N.J.S.A. 40A:65-14 et seq.; and _____ et.seq.; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Meeting contain a mechanism for local units to aggregate their collective energy consumption in order to negotiate and contract for energy in a cost-effective, environmentally sensitive manner, furthering the public interest entrusted to such a Joint Meeting; and

WHEREAS, the governing body of the _____ has determined that membership in the Joint Meeting is in the best interest of the _____.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the _____ does hereby resolve and agree to become a member in the New Jersey Sustainable Energy Joint Meeting (NJSEM) for the purpose of joining with other Local Units in the State to aggregate purchasing power of energy so as to achieve financial savings and to encourage Local Units to cooperate in seeking ways to jointly implement sustainable energy alternatives;

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Joint Meeting Contract, attached hereto, and that _____ is hereby designated to represent the Local Unit as a member of the State Management Committee of the NJSEM; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute such other documents signifying their membership in the NJSEM, and make payment of the Initial Membership Fee of \$600 as required by the NJSEM's Bylaws and to deliver same to the Executive Director of the NJSEM.

AYES
NAYS
ABSTAIN

By: _____ Date _____

JOINT CONTRACT

ESTABLISHING THE NEW JERSEY

SUSTAINABLE ENERGY JOINT MEETING

PURSUANT TO N.J.S.A. 40A:65-14

Date: June __, 2009

This JOINT CONTRACT ESTABLISHING A MUNICIPAL SUSTAINABLE ENERGY JOINT MEETING ("Joint Contract"), dated this ___ day of June, 2009, by and between the **Borough of Collingswood**, a municipal corporation of the State of New Jersey with offices at 931 Haddon Avenue, Collingswood, New Jersey 08108, providing public and essential governmental functions (as such term is defined in N.J.S.A. 40A:65-4), the **Township of Woodbridge**, a municipal corporation of the State of New Jersey with offices at 1 Main Street, Woodbridge, New Jersey 07095 providing public and essential governmental functions services, public improvements, and public works, facilities or undertakings which a local unit (as such term is defined in N.J.S.A. 40A:65-4), the **Borough of Brielle**, a municipal corporation of the State of New Jersey with offices at 601 Union Lane, P. O. Box 445, Brielle, New Jersey 08730, providing public and essential governmental functions services, public improvements, and public works, facilities or undertakings which a local unit (as such term is defined in N.J.S.A. 40A:65-4), the **Township of Florence**, a municipal corporation of the State of New Jersey with offices at 711 Broad Street, Florence, New Jersey 08518-2323, providing public and essential governmental functions services, public improvements, and public works, facilities or undertakings which a local unit (as such term is defined in N.J.S.A. 40A:65-4), the **Borough of Saddle River**, a municipal corporation of the State of New Jersey with offices at 100 E. Allendale Road, Saddle River, New Jersey 07458, providing public and essential governmental functions services, public improvements, and public works, facilities or undertakings which a local unit (as such term is defined in N.J.S.A. 40A:65-4), the **Town of Dover**, a municipal corporation of the State of New Jersey with offices at 37 N. Sussex Street, Dover, New Jersey 07801, providing public and essential governmental functions services, public improvements, and public works, facilities or undertakings which a local unit (as such term is defined in N.J.S.A. 40A:65-4). (Collectively referred to as the "Parties"). It is intended that other Parties will be added to this Joint Contract by execution of a Joint Contract Joinder Agreement (attached as Exhibit A) whereby each additional Party shall become a Party to this Joint Contract as though the Party was an original signator to this document.

WITNESSETH

WHEREAS, pursuant to *N.J.S.A. 40:48-1*, a municipality is authorized to enact ordinances to manage, regulate and control the finances of a municipality and to establish programs and procedures to which the municipality may act as a government Joint Meeting for purposes of obtaining electricity for the municipality; and

WHEREAS, one of the largest and most unpredictable operating costs facing New Jersey municipalities today is the cost of acquiring natural gas, electricity and other forms of energy which have been steadily increasing over the past several years; and

WHEREAS, *N.J.S.A. 40A:65-14* authorizes the governing bodies of two or more municipalities to enter into a joint contract, for a period not to exceed forty (40) years to provide for joint operation of any public services, public improvements, and public works, facilities and undertakings that a municipality is empowered to operate; and

WHEREAS, the Parties desire to establish a sustainable energy joint meeting that would serve its members as a knowledge-based energy purchasing group designed to help New Jersey municipalities reduce their energy costs and ultimately meet their social and regulatory obligations; and

WHEREAS, pursuant to *N.J.S.A. 40A:65-14*, the Parties desire to enter into an joint contract that sets forth the terms and conditions under which municipalities will pool their electricity and gas loads to attract favorable rates to purchase electricity and gas in the wholesale market through the use of an Joint Meeting.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

ARTICLE 1.1 Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Joint Contract and its exhibits shall have the following meanings:

“Bylaws” means the Bylaws attached to this Joint Contract as Exhibit B.

“Effective Date” means the date of the execution of this Joint Contract by the Parties. For subsequent Members, the effective date for each such Member shall be the date of execution of this Joint Contract.

“Electric Load” means the peak kilowatt demand created by each Party based on the prior calendar year’s actual electrical usage.

“Event of Default” is defined in Article 7 hereof.

“Future Services” is defined in Article 2.3 hereof.

“Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Member and the State.

“Initial Membership Fee” is defined in Article 3 hereof.

“Joint Meeting” is defined in Article 2 hereof.

“Legal Requirements” means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

“Members” means a public entity that satisfies the Membership Requirements and has executed this Joint Contract as a Party.

“Membership Requirements” is defined in Article 4 hereof

“Municipal Sustainable Energy Program” means the program developed through this Joint Contract for the provision of the public services identified in Article 2.2 hereof.

“Natural Gas Loads” means the quantity of natural gas used by the Local Unit.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.

“Party” or “Parties” shall mean the parties to this Joint Contract, either jointly or separately depending on the context.

“Procurement Strategies” means the strategies to be developed for the purposes of securing the best possible price and best possible contract terms for the provision of energy to the Parties. Said Procurement Strategies shall be developed by reviewing energy uses through the assessment of historical energy usage data and costs, evaluating the various forms of energy, exploring the possibility of purchasing energy from renewable resources, as evaluating the use of reverse auction energy exchanges, as well as through the gathering information and evaluating the strategies of members of the energy and sustainability community at large.

“Purchasing Protocol” means the parameters established by the state Executive Committee for the acquisition of energy on behalf of all Local Unit members.

“Service Agreement” means the agreement executed between the Local Unit and the energy provider as awarded by the state Executive Committee of the Joint Meeting.

“State” means the State of New Jersey.

ARTICLE 1.2. Interpretation and Construction. In this Joint Contract, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Joint Contract, refer to this Joint Contract, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Joint Contract.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Articles of this Joint Contract, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Joint Contract, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) Unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable.

ARTICLE 2 JOINT MEETING

ARTICLE 2.1. Establishment of the Joint Meeting. The Parties hereby agree that a joint meeting is hereby established which shall be comprised of all Parties to this Joint Contract. Pursuant to *N.J.S.A. 40A:65-15*, the Joint Meeting is a public body corporate and politic constituting a political subdivision of the State for the exercise of public and essential governmental functions. The Joint Meeting shall have all of the powers and authority set forth in *N.J.S.A. 40A:65-15*.

ARTICLE 2.2. Public Services Provided by Joint Contract. The Parties specifically acknowledge and agree that this Joint Contract shall provide joint services for the following public services:

(a) Electric Aggregation. The Parties agree to load aggregation of their electric power needs by pooling their Electric Loads into a single buying pool for the purposes of purchasing electrical power on the wholesale market. The Parties agree to act through the Joint Meeting, to select a consultant, who shall act as the Parties agent for purposes of purchasing electrical power. The Joint Meeting shall solicit bids, screen energy suppliers and select an energy supplier who provides the most competitive electricity prices, based upon the Purchasing Protocol established by the State Executive Committee. Once the

energy supplier is identified, each Party shall, through the within Joint Meeting, enter into a Service Agreement directly with the energy supplier chosen by the Joint Meeting for a term established by the Joint Meeting based on the direction of the State Executive Committee. Once the Parties enter into the Service Agreement with the energy supplier, the Joint Meeting shall monitor and oversee the Service Agreements.

(1) The Joint Meeting shall only select a licensed electric power supplier to be awarded a contract for service where the rate is the same as or lower than the price of basic generation service pursuant to Article 9 of P.L.1999, c.23 (C.48:3-57) plus the pro-rata value of the cost of compliance with the renewable energy portfolio standards imposed pursuant to this act derived from a non-utility generation contract with an electric public utility and transferred by the electric public utility to a supplier of basic generation service or basic gas supply service pursuant to Article 10 of P.L.1999, c.23 (C.48:3-58), as determined by the board.

(b) Natural Gas Aggregation. The Parties agree to load aggregation of their natural gas needs by pooling their Natural Gas Loads into a single buying pool for the purposes of purchasing natural gas on the wholesale market. The Parties agree to act through the Joint Meeting, to select a consultant, who shall act as the Parties agent for purposes of purchasing natural gas. The Joint Meeting shall solicit bids, screen natural gas suppliers and select a natural gas supplier who provides the most competitive prices, based upon the Purchasing Protocol established by the State Executive Committee. Once the natural gas supplier is identified, each Party shall enter into a Service Agreement directly with the natural gas supplier chosen by the Joint Meeting for a term established by the Joint Meeting based on the direction of the State Executive Committee. Once the Parties enter into the Service Agreement with the natural gas supplier, the Joint Meeting shall monitor and oversee the Service Agreements.

(1) The Joint Meeting shall only select a licensed gas supplier to be awarded a contract for service where the rate is the same as or lower than the price of basic generation service pursuant to Article 9 of P.L.1999, c.23 (C.48:3-57) plus the pro-rata value of the cost of compliance with the renewable energy portfolio standards imposed pursuant to this act derived from a non-utility generation contract with an electric public utility and transferred by the electric public utility to a supplier of basic generation service or basic gas supply service pursuant to Article 10 of P.L.1999, c.23 (C.48:3-58), as determined by the board.

(c) Education and Advice. The Parties agree that the Joint Meeting shall be authorized, as deemed appropriate by the Executive Committee, to act through its professional consultants or through other means, to make available to Members education and advice on all energy related matters, including technical,

regulatory, financial and societal issues. The Joint Meeting education activities will be pro-active, including scheduled seminars, one-on-one or departmental training sessions, newsletters and website access as well as responses to specific Members' needs and questions.

(d) "Necessary Adjunct Services" The Parties agree to authorize the Joint Meeting, as decided through its Executive Committee, to consider the provision of services for its Members the following:

- Energy Savings Plan (Energy Master Plan)
- Energy Efficiency And Conservation Programs
- Renewal Energy Alternatives
- Environmental Sustainability Practices
- Greenhouse Gas Emissions Reduction
- Assistance in Obtaining Outside Funding

The Joint Meeting is authorized, as determined by its Executive Committee, to assist Members in developing a comprehensive sustainable energy savings plan to implement integrated strategies.

ARTICLE 2.3. Additional Benefits and Services.

(a) Data Warehousing. In accordance with the Bylaws, the State Executive Committee may hire professional consultants who shall gather data from the Members and any necessary external sources regarding energy, global warming, greenhouse gasses, energy conservation, reduction of greenhouse gas emissions, the availability of wind, solar and geothermal resources and other renewable energy, and the use of other sustainable engineering and operational practices that have been identified, implemented and measured, as well as information generated by energy conservation and efficiency audits of member facilities.

(b) Procurement Strategies. As part of the Joint Meeting's responsibilities in purchasing electrical power and natural gas, the Joint Meeting and/or other professionals hired by the State Executive Committee shall develop Procurement Strategies and shall make information regarding these Procurement Strategies available to the Parties.

(c) Education and Advice. In accordance with the Bylaws, the State Executive Committee may hire professional consultants who will be available to

each Party to provide education and advice on all energy related matters, including technical, regulatory, and financial issues. The provision of the education and advice may be in the form of scheduled seminars, on-on-one or departmental training sessions, newsletters and Website access, as well as responses to specific needs and questions of each Party.

(d) Future Services. The Parties shall have access to the Future Services identified in the Bylaws pursuant to the terms and conditions set forth in the Bylaws. No money shall be appropriated from the Initial Membership Fee for purposes of providing said Future Services.

ARTICLE 2.4. Joint Meeting Not a Public Utility. Pursuant to *N.J.S.A.* 40:48-1 the Joint Meeting, pursuant to *N.J.S.A.* 48:3-49 et al is not considered a public utility and shall not be deemed as operating a public utility service where the Joint Meeting is solely engaged in the provision of such energy aggregation service and does not otherwise own or operate a plant or facility that produces or distributes gas, electricity, steam or other such products as provided in *N.J.S.A.* 40:62-12.

ARTICLE 3 COSTS AND EXPENSES

ARTICLE 3.1. Initial Membership Fees. The Parties acknowledge and agree that initial costs for supporting a Municipal Sustainable Energy Program, including its costs for professional fees, overhead costs, and operating expenses would be \$600.00 per municipal member of the Joint Meeting. This Membership Fee will cover costs of creation of the organization, data collection and procurement strategies for the initial energy purchase. The Parties anticipate that future costs of the Joint Meeting will be paid from fees generated on behalf of the Joint Meeting through the aggregated energy acquisition. In the event the Joint Meeting determines to assess an additional fee, each Member shall have the option to continue its membership with payment of such assessment or to cancel its membership.

ARTICLE 4 NEW MEMBERSHIP REQUIREMENTS

ARTICLE 4.1. Requirements for New Membership to the Joint Meeting.

(a) General.

(1) Each Party to this Joint Contract hereby acknowledges and agrees that it has adopted a Resolution in accordance with applicable laws governing the adoption of resolutions approving its execution of this Joint Contract by the officials and/or officers who are authorized to execute contracts on behalf of each respective Party, and that such Resolution has been transmitted to the Chairman of the

Executive Committee, or his designee, for transmission to the State of New Jersey pursuant to applicable law.

(2) Future Contracting Local Unit Under N.J.S.A. 40A:65-3. Any contracting local unit under N.J.S.A. 40A:65-3 desiring to become a member of the Joint Meeting shall adopt a resolution in accordance with applicable laws governing the adoption of resolutions approving said municipality's execution of the Joint Contract Joinder Agreement, in substantially the same form as the Resolution set forth in Exhibit ___ attached hereto, by the officials and/or officers who are authorized to execute contracts on behalf of said municipality. Such new Parties shall transmit a certified copy of such Resolution to the Chairman of the Executive Committee, or his designee, for transmission to the State of New Jersey pursuant to applicable law.

(b) Approval of Bylaws. By executing this Joint Agreement, all Parties to this contract agree to be bound by the provisions set forth in the Bylaws attached hereto as Exhibit B, as the same may be amended from time to time in accordance with the procedures set forth in the Bylaws for amendment thereof.

(c) Approval of Proxy Voting. By executing this Joint Agreement, all Parties to this Joint Contract agree that the Party's Representative appointed to the State Management Committee, and thereby to their respective County Management Sub-Committee, is hereby granted a power of attorney to vote by proxy the interests of the represented Party. In addition, the County Management Committee representative to the state Management Committee is hereby granted a power of attorney to vote by proxy the interests of the represented Party.

(1) Right to Opt Out. Following a recommendation for award of an energy purchase but prior to the Joint Meeting awarding an aggregate energy purchase under this Joint Contract, the Executive Director of the Joint Meeting shall transmit electronically a written notice to Parties advising them of their individual right to affirmatively decline participation in the government energy aggregation program, and providing 30 days for Parties to respond to the Executive Director of their decision to affirmatively decline participation in the government energy aggregation program and providing them with the price and other factors allowing the customer to compare the government energy aggregation program to other alternatives.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

ARTICLE 5.1. Representations Regarding Joint Contract Approval. The Parties hereby represent and warrant the following to each other for the purpose of inducing each other to enter into this Joint Contract and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) Each Party has the legal power, right and authority to enter into this Joint Contract and the instruments and documents referenced herein to which they are or will be a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Joint Contract is duly executed by the Parties and is valid and legally binding upon the Parties and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Parties are a party.

(c) There is no pending, or to the best of Parties knowledge, threatened litigation that would prevent either Party from performing its duties and obligations hereunder.

(d) The Parties agree that the purchase of all electrical power and natural gas and the provision of all services shall be governed by the terms of this Joint Contract and the Bylaws.

(e) In the event that any contractual provisions that are required by Legal Requirements have been omitted, then the Parties agree that this Joint Contract shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Joint Contract. If such incorporation occurs and results in a change in the obligations or benefits of one of the Parties, the Parties agree to act in good faith to mitigate such changes in position.

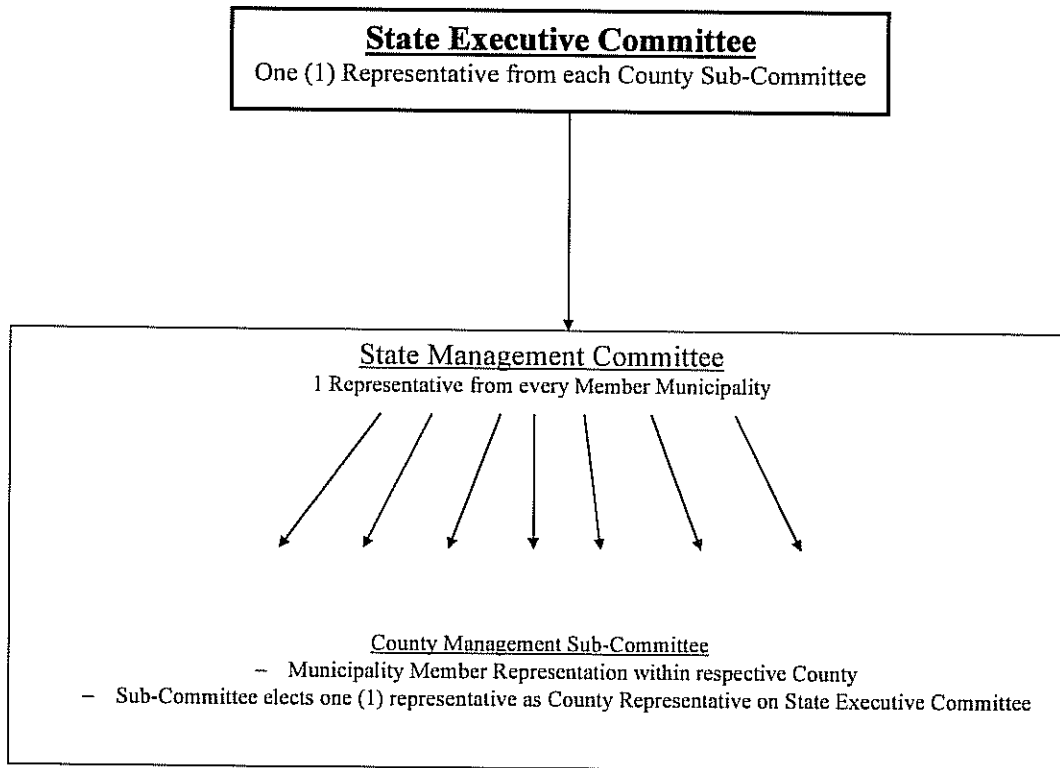
ARTICLE 5.2. Approval of New Membership. The Parties agree that in the event that a Contracting Local Unit satisfies the Membership Requirements set forth in Article 4 and executes the Joint Contract Joinder Agreement set forth in Exhibit A hereof, the new Party shall become a Member of the Joint Meeting and shall have all the rights and obligations set forth herein as if said Member executed this Joint Contract in its original form. The execution of this Joint Contract shall be deemed approval for and agreement to the terms and conditions set forth in the Joint Contract, which shall be binding on the Parties as if the same had been duly executed by the Parties.

**ARTICLE 6
MANAGEMENT COMMITTEE**

ARTICLE 6.1. Creation of the State Management Committee.

(a) General. In accordance with N.J.S.A. 40A:65-20, the Parties hereby agree to the creation of a State Management Committee which shall consist of one person to be appointed by the governing body of each Party, provided in no event shall there be less than three members of the Management Committee. Each Party may utilize its own procedures for appointing a representative to the State Management Committee. To qualify for appointment as a member of the Management Committee, all appointees must be a resident or employee of the appointing Party.

The State Management Committee shall act as the voting body of the full membership and all Parties shall appoint a Representative to the State Management Committee. For purposes of orderly governance, the State Management Committee shall be organized into County Management Sub-Committees that shall elect a representative to serve on the State Executive Committee in a structure set forth as follows:



(b) Powers and Duties. All actions of the State Management Committee shall be by vote of the majority of the entire membership of the State Management Committee, unless a greater number of votes are required by the Bylaws.

(c) Term of Office. Each Member representative appointed to the State Management Committee by the Parties shall hold office for a term of one year commencing on January 1, or until the Representative's successor has been appointed and qualified. An appointee to the State Management Committee shall not be considered qualified until the Party making the appointment has submitted proof to the State Executive Committee of its official action in appointing said representative to the State Management Committee and that the appointee otherwise meets the qualification requirements set forth in Article 8.1(a) above. For any new Unit who becomes a member of the Joint Meeting, the new unit shall appoint a representative to the State Management Committee to serve for the remainder of the calendar year. Nothing herein shall be construed to prohibit a representative from holding successive terms of Office.

(d) Approval of Bylaws. N.J.S.A. 40A:65-20(b) directs the Management Committee to adopt rules and regulations that provide for the conduct of its meetings and the duties and powers of the chairman of the Management Committee as well as any other officers and employees as may be appointed by the Management Committee. The Parties agree that by signing this Joint Agreement, the Party casts its representative vote in approval of Bylaws attached hereto as Exhibit F as the rules and regulations required to be adopted by N.J.S.A. 40A:65-20(b). The Bylaws may be amended from time to time in accordance with the procedures set forth in the Bylaws for amendment thereof.

ARTICLE 6.2. Creation of the County Management Sub-Committees. The Parties agree that the representatives of each Member of the State Management Committee shall be organized into County Management Sub-Committees in order to provide a more efficient and representative management of the Members. Each County Management Sub-Committee shall be comprised of the Member representative of Parties within each respective County. Where a specific County has 10 or fewer Members, such Members must combine with an adjacent County or Counties to form a County Management Sub-Committee with a minimum of 10 Members.

ARTICLE 6.3. Creation of State Executive Committee. Each County Management Sub-Committee shall elect one Member representative to serve on the State Executive Committee. By execution of this Joint Contract, each Party agrees that its representative on the State Management Committee is granted the power and authority to elect a representative from the respective County Management Sub-Committee to the State Executive Committee and that

such representative on the State Executive Committee is hereby delegated a proxy vote to vote on behalf of each Member within the respective County Sub-Committee in each Member's stead and with such Member's full authority.

ARTICLE 6.4. Appointment of Officers. The State Executive Committee shall appoint officers as set forth in the By-Laws attached hereto who shall perform the duties set forth in the By-Laws.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

ARTICLE 7.1. Events of Default By Member. It shall be a default under this Agreement for any Member to fail to provide the Joint Meeting with full and complete access to energy usage data for the compilation of information necessary for presentation of appropriate energy aggregation data. It shall further be a fault under this Agreement for any member to fail to pay the membership fees due under Article 5.1 of this Joint Contract.

ARTICLE 7.2. Events of Default by the Joint Meeting. It shall be a default under this Agreement for the Joint Meeting to fail to take necessary steps and exercise all appropriate due diligence for the collection of necessary energy usage data from its Members or from any other third party as is necessary in order to develop a procurement strategy and implement such strategy.

ARTICLE 7.3. Failure or Delay. Except as otherwise expressly provided in this Joint Contract, any failure or delay by any Party in asserting any of its rights or remedies as to any Event of Default, shall not operate as a waiver of any Event of Default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7.4. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Joint Contract.

ARTICLE 7.5. Litigation Costs. In the event that a Party to this Joint Contract successfully pursues an action to enforce any remedy provided for in this Article, that party shall be entitled to no costs and expenses incurred.

ARTICLE 7.6. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

ARTICLE 7.7. Survival of Termination. The provisions of this Article shall survive the termination of this Joint Contract as a result of an Event of Default.

ARTICLE 8 TERMINATION

ARTICLE 8.1. Termination of Joint Contract. This Joint Contract may be terminated if two-thirds (2/3) of the municipalities participating in the Joint Meeting each adopt a resolution terminating the Joint Contract, except that if only two (2) municipalities are participating, then adoption of a resolution terminating the Joint Contract must be adopted by both municipalities before the Joint Contract shall terminate. A copy of said resolution must be submitted to the State Executive Committee within ten (10) days from the date of its adoption. Termination of the Joint Contract shall become effective no earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of participating municipalities adopts its termination resolution. Regardless of the exercise of these termination provisions, the Joint Contract shall expire forty (40) years following its initial execution date pursuant to statute.

ARTICLE 8.2. Termination of Membership in the Joint Meeting. No Party to this contract shall be permitted to terminate its membership in the Joint Meeting or to otherwise fail to comply with the obligations set forth in this Joint Contract and the Bylaws except upon the adoption a resolution terminating its membership in the Joint Meeting. Said resolution must be submitted to the State Executive Committee within ten (10) days from the date of its adoption. No such termination shall become effective until the terms of any and all Service Agreements entered into by the Party have expired and a copy of the Resolution terminating membership in the Joint Meeting. If the Party has entered into multiple Service Agreements expiring on different dates and the Party has already adopted and submitted its resolution authorizing termination of membership in the Joint Meeting, the Party shall not be obligated to renew any Service Agreement that expires before the effective date of termination, nor shall the Party be obligated to enter into new Service Agreement for the remaining time until the final Service Agreement expires, unless a new request for bids to service providers had been submitted and their Electric Load or Gas Load had been aggregated as part of the bid prior to the State Executive Committee's receipt of the resolution terminating membership. The State Executive Committee shall not count any Party's Electric Load or Natural Gas Load in any future bids for energy suppliers or natural gas suppliers once it has received a copy of the resolution authorizing termination of membership in the Joint Meeting, unless the request for bids had been sent prior to the State Executive Committee's receipt of the resolution terminating membership. A Party that has terminated its Membership in the Joint Meeting shall remain jointly and severally liable for claims and other liabilities incurred by the Joint Meeting and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments assessed prior to the receipt of the resolution terminating membership. A Party is not relieved of the claims or other liabilities incurred during its period of membership except through payment by Party of those claims or liabilities.

ARTICLE 8.3. Termination for Noncompliance. A Party's membership in the Joint Meeting may be terminated in the Event of Default in accordance with Article 13, above.

ARTICLE 9 MISCELLANEOUS

ARTICLE 9.1. Notices. Formal notices, demands and communications between the Parties shall be deemed sufficiently given if dispatched to the address set forth the authorizing resolution by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

ARTICLE 9.2. Non-Liability of Officials and Employees of a Party. No member, official, employee or professional acting on behalf of a Party shall be personally liable to the Joint Meeting or any other Party, or any successor in interest, in the event of any Event of Default or breach by a Party, or for any amount which may become due to the Joint Meeting, or on any obligation under the terms of this Joint Contract.

ARTICLE 9.3. Execution of Documents. The Parties shall, in order to effectuate the purposes of this Joint Contract, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the purposes for which this Joint Contract has been entered into in accordance with all necessary Legal Requirements.

ARTICLE 9.4. Cooperation. The Parties shall fully cooperate with each other as necessary to accomplish the purposes of the Joint Meeting, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder or material decrease in the Parties' respective rights hereunder.

ARTICLE 9.5. Term. This Joint Contract shall become effective upon its execution by the Parties hereto, and shall remain in full force and effect for a term of forty (40) years from the Effective Date, unless otherwise terminated earlier pursuant to the terms of this Joint Contract.

ARTICLE 9.6. Successors and Assigns. This Joint Contract shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

ARTICLE 9.7. Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Joint Contract are incorporated herein as though set forth in full.

ARTICLE 9.8. Titles of Articles and Articles. The titles of the several Articles and Articles of this Joint Contract are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE 9.9. Severability. If any term or provision of this Joint Contract or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Joint Contract, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Joint Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 9.10. Modification of Joint Contract. No modification, waiver, amendment, discharge, or change of this Joint Contract shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought. The Parties agree that any requested modification, waiver, amendment, discharge or change to this Joint Contract will be negotiated in good faith. Before an amendment shall become effective, each Party must authorize said amendment by resolution in accordance with the provisions of N.J.S.A. 40A:65-16. Each party shall be responsible for submitting their duly adopted resolution and a copy of the executed amendment to the Joint Contract to the Chairman of the State Executive Committee for transmission to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of the adoption of the resolution.

ARTICLE 9.11. Execution of Counterpart. This Joint Contract may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Joint Contract shall become binding on the Parties and such counterparts shall constitute one and the same instrument.

ARTICLE 9.12. Drafting Ambiguities: Interpretation. In interpreting any provision of this Joint Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Joint Contract, each party acknowledging that it and its counsel have had an opportunity to review this Joint Contract and have contributed to the final form of same.

ARTICLE 9.13. Time Period for Notices. All notices to be given hereunder shall be given in writing in conformance with Article 15.1 hereof, and, unless a certain number of days is specified, within a reasonable time.

ARTICLE 9.14. Waivers and Amendments in Writing. All waivers of the provisions of this Joint Contract must be in writing and signed by the appropriate authorities of all the Parties and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties. The waiver by either party of an Event of Default or of a breach of any provision of this Joint Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or breach.

ARTICLE 9.15. Conflict of Interest. No member, official or employee of any Party shall have any direct or indirect interest in this Joint Contract, nor participate in any decision relating to the Joint Contract which is prohibited by law.

ARTICLE 9.16. Governing Law. This Joint Contract shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

ARTICLE 9.17. Withholding of Approvals. All approvals, consents and acceptances required be giving or making by any person or party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Contract to be executed, all as of the date first above written.

Witness

BOROUGH OF COLLINGSWOOD

By: _____

By: _____

Name:

Title:

Attest:

TOWNSHIP OF WOODBRIDGE

By: _____

By: _____

Name:

Title:

Witness

BOROUGH OF BRIELLE

By: _____

By: _____

Name:

Title:

Attest:

TOWNSHIP OF FLORENCE

By: _____

By: _____

Name:

Title:

Witness

BOROUGH OF SADDLE RIVER

By: _____

By: _____

Name:

Title:

Attest:

TOWN OF DOVER

By: _____

By: _____

Name:

Title:

EXHIBIT A

RESOLUTION AND JOINT CONTRACT JOINDER AGREEMENT

**RESOLUTION TO JOIN
NEW JERSEY SUSTAINABLE ENERGY
JOINT MEETING**

WHEREAS, Local Units of the State of New Jersey are authorized to enter into a joint contract to provide for the formation of a joint meeting for the joint procurement of natural gas, electricity and other forms of energy as permitted by N.J.S.A. 40A:65-14 et seq.; and _____ et.seq.; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Meeting contain a mechanism for local units to aggregate their collective energy consumption in order to negotiate and contract for energy in a cost-effective, environmentally sensitive manner, furthering the public interest entrusted to such a Joint Meeting; and

WHEREAS, the governing body of the _____ has determined that membership in the Joint Meeting is in the best interest of the _____.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the _____ does hereby resolve and agree to become a member in the New Jersey Sustainable Energy Joint Meeting (NJSEM) for the purpose of joining with other Local Units in the State to aggregate purchasing power of energy so as to achieve financial savings and to encourage Local Units to cooperate in seeking ways to jointly implement sustainable energy alternatives;

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Joint Contract Joinder Agreement, attached hereto, and that _____ is hereby designated to represent the Local Unit as a member of the State Management Committee of the NJSEM; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute such other documents signifying their membership in the NJSEM, and make payment of the Initial Membership Fee of \$600 as required by the NJSEM's Bylaws and to deliver same to the Executive Director of the NJSEM.

AYES
NAYS
ABSTAIN

By: _____ Date _____

JOINT CONTRACT JOINDER AGREEMENT

THIS JOINT CONTRACT JOINDER AGREEMENT (this "Joinder"), is being executed by _____, a municipal corporation of the State of New Jersey, having offices at

_____, providing public and essential governmental functions (as such term is defined in N.J.S.A. 40A:65-4) (hereinafter designated as the "Local Unit") pursuant to that certain Joint Contract Establishing The New Jersey Sustainable Energy Joint Meeting dated June __, 2009 (the "Joint Contract").

WHEREAS, Article 4 of the Joint Contract requires any contracting local unit under N.J.S.A. 40A:65-3 desiring to become a member of the Joint Meeting (as defined in the Joint Contract) to adopt a Resolution in accordance with applicable laws substantially in the same form attached to the Joint Contract as Exhibit B (the "Resolution") approving the execution of an agreement in the form of this Joinder; and

WHEREAS, the Local Unit has adopted the Resolution and transmitted a certified copy to the Executive Director (as defined in the Joint Contract or Bylaws), or his designee; and

WHEREAS, the Local Unit has reviewed the terms of the Joint Contract and the Bylaws (as defined in the Joint Contract) and desires to be bound thereby;

NOW THEREFORE, for and in consideration of the promises herein contained and intending to be legally bound, the Local Unit, covenants and agrees as follows:

1. The Local Unit hereby acknowledges, consents to, joins in and agrees to be bound by the Joint Contract and all of the terms and conditions thereof, including the terms and conditions of the Bylaws, all of which are incorporated herein by this reference, as if the Local Unit had been an original signatory thereto.

2. The Local Unit agrees that (a) the representative appointed to the State Management Committee, and thereby to its respective County Management Sub-Committee, is hereby granted a power of attorney to vote by proxy the interests of the Local Unit and (b) the County Management Committee representative to the State Management Committee is hereby granted a power of attorney to vote by proxy the interests of the Local Unit.

IN WITNESS WHEREOF, the Local Unit has properly executed this Joinder as of the date noted below.

ATTEST:

[LOCAL UNIT]

By: _____

By: _____

Name:

Title:

Date: _____

ACCEPTED AND AGREED:

By: _____
Chairman of Executive Committee

Date: _____

EXHIBIT B

BYLAWS OF THE NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING

NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING

BY-LAWS

Dated: June ____, 2009

NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING
931 Haddon Avenue
Collingswood, N.J. 08108

By-laws

Organized: June __, 2009 By-laws Adopted: June __, 2009

STATEMENT OF PURPOSE

One of the largest and most unpredictable operating costs facing New Jersey municipalities today is that of natural gas, electricity and other forms of energy which have steadily increased over the past several years. In addition, the recent downturn in the New Jersey and Federal economies has made less public funds available to New Jersey municipalities to meet even their basic needs. Coupled with the rising costs and reduction of revenue is societal and regulatory pressures to reduce dependence on foreign oil, increase the use of energy from renewable sources and to reduce greenhouse gas emissions. These factors have all influenced the need of New Jersey municipalities to find better, more efficient and economical methods for addressing their energy needs.

New Jersey law authorizes the governing bodies of two or more municipalities to enter into a joint contract, for a period not to exceed forty (40) years to provide for joint operation of any public services, public improvements, and public works, facilities and undertakings that a municipality is empowered to operate. These joint services include the aggregation of municipal energy needs. As a result, several New Jersey municipalities determined it would be in the public's best interest to establish a sustainable energy joint meeting that would serve its members as a knowledge-based energy purchasing group designed to help New Jersey municipalities reduce their energy costs and ultimately meet their social and regulatory obligations.

The Joint Contract contemplates the creation of a State Management Committee, organized for governance into County Management Sub-Committees, and the appointment of a State Executive Committee and the appointment of an Executive Committee and its adoption of rules and regulations to provide for the conduct of its meetings and the duties and powers of the chairman and any other officers or employees appointed by the Management Committee or the Executive Committee. The adoption of these Bylaws satisfies this obligation.

ARTICLE I - DEFINITIONS

The By-laws adopt the definitions set forth in N.J.S.A. 40A:65-3 by reference. For the purposes of the By-Laws, unless the context requires otherwise, the following words and phrases shall have the meanings indicated:

"CHAIRMAN" means a person elected by the Executive Committee to act as chairman of the Executive Committee and to otherwise administer and provide management of the meetings of the Management Committee. His or her responsibility to determine the agenda for each meeting of the Executive Committee, and ensure that each member of the Executive Committee operates in an efficient manner and in accordance with these Bylaws.

"REPRESENTATIVE" means the officer of the State Management Committee appointed to represent a Local Unit pursuant to Article 6 of the Joint Contract and Article 2 hereof, to serve on the State Executive Committee.

"STATE EXECUTIVE COMMITTEE" means the standing committee comprised of Representatives appointed by each respective County Sub-Committee Management Committee pursuant to Article 2 herein and Article 6 of the Joint Contract to serve as officers of the State Management Committee. The Executive Committee shall have the power to perform the day to day operations of the Management Committee, which shall be executed in the manner set forth in Article 3 hereof.

"JOINT CONTRACT" means the agreement entered into pursuant to N.J.S.A. 40A:65-1 et seq. between several of the New Jersey municipalities for the purposes of aggregating energy acquisitions and all other activities authorized under the agreement.

"JOINT MEETING" means the public body corporate and politic created by the execution of the Joint Contract.

"LOCAL UNIT" shall have the meaning set forth in N.J.S.A. 40A:65-3.

"REPRESENTATIVE" shall mean the person appointed by a Local Unit to serve on the State Management Committee pursuant to Article 2 herein and Article 6 of the Joint Contract

"STATE MANAGEMENT COMMITTEE" means the State Management Committee created and appointed pursuant to N.J.S.A. 40A:65-20 and Article 6 of the Joint Contract.

ARTICLE II - MEMBERSHIP

Any Local Unit who has executed the Joint Contract is a Member of the Joint Meeting. As a Member of the Joint Meeting, each local unit is entitled to appoint one representative to the State Management Committee in accordance with the terms of the Joint Contract and these Bylaws.

These Bylaws shall constitute the rules and regulations governing the conduct of the meetings of the State Management Committee organized for governance purposes into respective County Management Sub-Committees and the State Executive Committee and the duties and powers of the State Management Committee and the State Executive Committee and its officers and employees.

ARTICLE III – ORGANIZATION

A. State Management Committee:

1. Appointment:
 - a. Representatives: In the manner generally prescribed by law, each Member shall appoint one (1) Representative to the Joint Meeting who shall be a member of the governing body, or an employee or resident of the Member.
 - b. Alternate: Each Member may appoint one (1) alternate to attend either regular or special meetings on behalf of the Member in the absence of the Meeting Representative. The alternate shall exercise the full power and authority of the Meeting Representative in his/her absence, including the right to vote and shall be either a member of the governing body, or an employee or resident of the Member.
2. Terms of Office and Vacancy:
 - a. All terms of office shall expire on January 1st or until a successor is duly appointed and qualified.
 - b. A Representative shall hold office for a term of one (1) year.
 - c. Where a vacancy occurs, the unexpired term of a Representative, shall be filled by the Local Unit pursuant to such Unit's rules and regulations.
3. Responsibilities and Powers:
 - a. Each Representative shall be responsible to monitor all Meeting activities through attendance at meetings and/or examination of the monthly minutes and reports.
 - b. The Representatives are hereby authorized and empowered to operate the Meeting in accordance with these bylaws and appropriate state laws and regulations.
4. The State Management Committee shall serve co-terminously with their underlying office, until the January meeting of the following year, or until their successors are duly elected and qualified.

5. The executive committee shall oversee the Meeting professionals and the operation of the Meeting to assure compliance with these By-laws and applicable rules and regulations.

B. County Management Sub-Committee:

1. Organization:
 - a. The Representatives of each Member of the State Management Committee shall be organized into County Management Sub-Committees in order to provide a more efficient and representative management of the Members. Each County Management Sub-Committee shall be comprised of the Member representative of Parties within each respective County. Where a specific County has 10 or fewer Members, such Members must combine with an adjacent County or Counties to form a County Management Sub-Committee with a minimum of 10 Members.
2. Responsibilities and Powers:
 - a. Each County Management Sub-Committee shall be responsible to meet annually to elect a Representative to serve on the State Executive Committee and as necessary to discuss and review the policies, procedures and operation of the Joint Meeting..
 - b. The Representatives are hereby authorized and empowered to operate the Meeting in accordance with these bylaws and appropriate state laws and regulations.
3. The Representative serving on the state Executive Committee shall serve as the Chair of the County Management Sub-Committee.

C. State Executive Committee:

1. Organization

Each State Executive Committee shall be comprised of one Member representative elected by each respective County Management Sub-Committee. Each Member municipality or other Local Unit has agreed that its Representative on the State Management Committee is granted the power and authority to elect a representative from the respective County Management Sub-Committee to the State Executive Committee and that such Representative on the State Executive Committee has been delegated a proxy vote to vote on behalf of each Member within the respective County Sub-Committee in each Member's stead and with such Member's full authority. The state Executive Committee shall select a

Chairperson and Secretary and such other officers as deemed necessary for successful operation of the Joint Meeting.

- a. Chairperson: The chairperson shall preside at all meetings of the State Executive Committee and the State Management Committee and shall perform such other duties provided for in these bylaws and the laws and regulations of the State of New Jersey.
- b. Secretary: The secretary shall preside over the meetings of the Meeting State Executive Committee and the State Management Committee in the absence of the chairperson, maintain written minutes of its meetings, retain all books, records, files and other documents of the Meeting, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.

The secretary shall have the responsibility to maintain the books and records of the Meeting at the office of the Meeting as from time to time designated by the Meeting Representatives, which office the secretary shall have free access to.

2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the Representatives on the state Executive Committee shall, by majority vote, fill the vacancy for the unexpired term.
3. Any officer can be removed without cause at any time by a two-thirds vote of the full membership of the Meeting Representatives. In this event, the full membership of the Meeting Representatives shall vote to fill the vacancy for the unexpired term.

D. Professionals:

At the January meeting, the Representatives/executive committee shall meet and select individuals to serve in the following professional positions. These individuals shall serve until the January meeting of the following year, or until a successor is duly appointed and qualified where permitted by law. Where required by law, all professional officials shall be retained pursuant to the "Local Public Contracts Law."

1. Executive Director:
 - a. The Executive Director shall not be a Representative of the Joint Meeting.
 - b. The Executive Director shall have the following duties and responsibilities:
 - i. Prepare for approval of the State Executive Committee and implement the Joint Meeting's rules and regulations.

- ii. Prepare the Joint Meeting's budget,
 - iii. Maintain the Joint Meeting's files, prepare new member submissions for review by the State Executive Committee, and supply data to other Joint Meeting professionals as needed.
 - iv. Maintain the Joint Meeting's general ledger, accounts payable and accounts receivable functions.
 - v. Coordinate the Joint Meeting's meeting agendas, minutes, elections, contracts, as well as, maintain the Joint Meeting's official records and office.
 - vi. Prepare all filings required by State regulators.
 - vii. Attend all meetings of the State Executive Committee.
 - viii. Perform such other duties specified by the State Executive Committee pertaining to the Executive Director.
 - ix. Assume overall Executive responsibility for the operations of the Joint Meeting except that the Executive Director shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directions of the State Executive Committee, their service Provider contract, or applicable statutes and regulations as to form and timeliness of said undertakings.
3. Auditor: The auditor shall be an independent certified public accountant (CPA) or a registered municipal accountant (RMA) but shall not be a Representative. The auditor shall conduct the annual audit of the Meeting and shall perform such other duties as provided for by the State Executive Committee, these By-laws and the laws and regulations of the State of New Jersey.
4. General Counsel:
 - a. The General Counsel shall be admitted to the New Jersey Bar but shall not be a Local Unit Representative.
 - b. The Attorney shall have the following responsibilities:
 - i. The Attorney shall advise the Meeting on legal matters and the appropriateness of actions recommended by the Joint Meeting professionals and consultants.
 - ii. The Attorney shall perform such other duties as provided for by the State Management Committee or the State Executive

Committee, these bylaws and the laws and regulations of the State of New Jersey.

5. Treasurer:

- a. The Treasurer shall handle the financial affairs of the Joint Meeting including payment of accounts and all other financial operations of the Joint Meeting.
6. All Meeting professionals and consultants shall be retained on a contractual basis which shall be approved by the State Executive Committee.
7. Meeting professionals and consultants shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the State Executive Committee. The written fee schedule shall be part of the official contract.

E. Indemnification Of Officers And Employees:

1. The State Executive Committee, at their discretion may require the Auditor, Treasurer, Attorney or other professionals and/or consultants, to produce evidence of Errors and Omissions coverage, malpractice insurance and such other coverages as they deem advisable, as a condition of employment.
2. Except to the extent covered by Errors and Omissions insurance or malpractice insurance as may be required, as set forth above, the Joint Meeting shall indemnify any past, present or future Representative, Officer or Employee of the State Management Committee for claims arising from an act or omission of such Representative, Officer or Employee within the scope of the performance of such individuals' duties as Representative, Officer or Employee. Such defense and indemnification shall include reasonable attorney's fees, costs and expenses incurred in defending such claims. Nothing contained herein shall require the Joint Meeting to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such an individual and the Joint Meeting shall not be required to provide for the defense or indemnification of such an individual when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of such individual or in the event of a claim against such an individual by the State of New Jersey or if such Representative, Officer or Employee is either covered, or required to be covered by Errors and Omissions liability insurance or other liability insurance.

The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the State Executive Committee. Nothing herein contained is intended to shield any Officer or Employee from liability for any act, omission or wrongdoing which would not customarily be covered by Errors and Omissions insurance if same had been required of said Employee or Officer.

3. A present, past or future Representative, Officer or Employee shall not be entitled to a defense or indemnification from the Joint Meeting unless:
 - a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleading, he or she delivers the original or exact copy to the State Executive Committee Chairman with a copy to the General Counsel and Executive Director, together with a written request that the Joint Meeting provide for his or her defense.
 - b. He or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case.
 - c. He or she agrees that the Joint Meeting and its counsel shall have exclusive control over the handling of the litigation, and the right to settle the litigation, except in those instances where a conflict of interest exists, as determined by an attorney selected by the Executive Standing Committee to handle such matters.
4. The forgoing right of indemnification shall not be exclusive of any other rights to which any Representative, Officer or Employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by the Joint Meeting shall be in addition to and not in restriction or limitation of any other privilege or power which the Joint Meeting, State Management Committee or State Executive Committee may lawfully exercise with respect to the indemnification or reimbursement of a Representative, Officer or Employee; except that in no event shall a Representative, Officer or Employee receive compensation in excess of the full amount of a claim and reasonable costs and expense incurred in defending such claim.
5. Expenses incurred by any Representative, Officer or Employee in defending an action, suit or proceeding may be paid by the Joint Meeting in advance of final determination of such action, suit or proceeding as authorized by the Executive Standing Committee in a specific case upon receipt of an undertaking by or on behalf of such Representative, Officer or Employee to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

ARTICLE IV -OPERATION OF THE MEETING

A. General Operation:

1. The Meeting shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the "Local Government Ethics Law" (N.J.S.A. 40A:9-1, et.seq.) the Uniform Shared Services and Consolidation Act

(N.J.S.A. 40A:65-1, et. seq.) and the various statutes authorizing the interlocal provision of services or procuring of products or services by Local Units.

2. The Joint Meeting shall be considered a Local Unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.
3. The Joint Meeting shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations will be promptly met. The Meeting shall prepare a financial statement on a form acceptable to the State Executive Committee showing the financial ability of the Joint Meeting to meet its obligations.

B. Financial Statement And Reports:

1. The Executive Standing Committee shall provide the members of the Management Committee with periodic reports concerning the activities of the Executive Standing Committee and status of the Joint Meeting for the reporting period. Such reports shall be made at least semi-annually and may be made more frequently at the discretion of the Executive Standing Committee.

ARTICLE V - MEETINGS AND RULES OF ORDER

A. Meetings:

1. Annual Organization Meeting - The County Management Sub-Committees shall meet in January of each calendar year to elect a Representative to serve on the State Executive Committee, and conduct such other business as is necessary. The time and place for the meeting shall be established by the County Sub-Committee Chairperson, and the secretary shall send written notice to each Member at least two (2) weeks in advance.
2. Business Meetings - The State Executive Committee and each County Management Sub-Committee shall establish a schedule of meetings to conduct the business of the Joint Meeting.
3. Special Meetings - The chairperson or three (3) Representatives on the State Executive Committee may call a special meeting by notifying the State Executive Committee secretary at least three (3) days in advance. The secretary shall notify the State Executive Committee by telephone. If the secretary is unable to reach a Representative as of forty-eight (48) hours before the meeting, the secretary shall telephone the alternate Representative. The same procedure will apply in each of the County Sub-Committees.

4. Quorum - The quorum for a meeting of any body shall be the number of Representatives which together comprise the majority of the Meeting's members
5. State Executive Committee Quorum - A quorum for State Executive Committee meetings shall be a majority of the total Committee.

B. Conduct of Meetings:

1. All meetings of the Joint Meeting shall be subject to the rules and regulations of the Open Public Meetings Act.
2. Unless otherwise provided in these bylaws, or in the laws or regulations of the State of New Jersey, "Robert's Rules of Order" shall govern the conduct of all meetings.

C. Amendments to The By-laws:

1. Any Representative may propose an amendment to the By-laws by filing the proposed amendment in writing with the Secretary.
2. Upon receipt of a proposed amendment, the Secretary shall notify the Chairperson of the State Executive Committee who shall schedule a hearing to be held not more than ninety (90) days from the date the amendment was filed. The Secretary shall notify in writing all Representatives of the hearing date and shall send all Meeting Representatives a copy of the proposed amendment.
3. The proposed amendment must first be considered by the State Executive Committee and approved by a majority vote of the Representatives to refer the amendment to the Joint Meeting for vote by the Members.
4. The amendment is adopted by the Joint Meeting when the Representatives representing three-fourths (3/4) of the membership approve the amendment within six (6) months of the hearing on the amendment. If after six (6) months the Secretary has not received written notice of approval from three-fourths (3/4) of the Representatives, the Secretary shall notify the Members that time has expired for the adoption of the amendment.

ARTICLE VI - BUDGETS

A. Budget Preparation:

1. In or before October of each year, the Joint Meeting shall prepare the budget for the upcoming calendar year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year.

B. Budget Adoption:

1. Not later than November 30th of each year the State Executive Committee shall adopt by majority vote the budget for the Meeting's operation for the coming calendar year.
2. A copy of the Joint Meeting's proposed budget shall be sent to each Member at least two (2) weeks prior to the time scheduled for its adoption. No budget or amendment shall be adopted until a hearing has been held giving all Members the opportunity to present comments or objections.
3. An adopted budget may be amended by majority vote of the State Executive Committee after giving the Members two (2) weeks advance written notice and conducting a hearing on the proposed amendment.

ARTICLE VII - CONFLICT OF INTEREST

A. No official or employee of a Member or any members of the family of such officials or employees, or any businesses in which such officials, employees or family members have a beneficial interest shall seek to obtain or participate in any contract to be entered into by the Joint Meeting for administration, energy aggregation, training or education services or any other service, commodity or material without first fully disclosing in writing the nature and extent of such interest, financial or otherwise, to the State Executive Committee. It shall be the responsibility of the State Executive Committee to determine if the interest so disclosed is such as to constitute an actual or potential conflict of such degree as to impair the ability of the officer, employee, family member or business from fully and impartially performing the duties required by the Joint Meeting. If so, the officer, employee, family member or business shall be prohibited from entering into such contract until the cause of such conflict is removed.

B. Any contract entered into between the Joint Meeting and any individual, firm, corporation or agency which fails to disclose an actual or potential conflict situation shall be void.

C. There shall be no collusion or evidence or appearance of collusion, between any official or employee of the members or employees of the Joint Meeting and any official or employee of any contractor, vendor, bank, consultant, or any other profit making or non-profit firm attempting to solicit a contract with the Meeting or awarded a contract by the Meeting.

ARTICLE VIII - VOLUNTARY DISSOLUTION OF THE JOINT MEETING

A. If the State Executive Committee deems it in the best interest of the Members to dissolve the Joint Meeting, they shall by majority vote direct that a written Plan of Dissolution be prepared.

B. The Plan of Dissolution must provide for the payment of all incurred liabilities of the Joint Meeting and its Members, including all incurred but not reported liabilities, as certified by an auditor, before any assets of the Joint Meeting may be used for any other purpose.

C. Upon completion of the Plan, the Chairperson shall call a general meeting of all Meeting Representatives who shall review the Plan and make any appropriate amendments. By majority vote, the Meeting Representatives may recommend to the Members that the Meeting be dissolved in accordance with the Plan of Dissolution.

D. A majority of the governing bodies of the Members must by resolution vote to accept the Plan of Dissolution in order to dissolve the Meeting.

E. Such Plan of Dissolution shall contain a statement of the Joint Meeting's current financial condition computed according to generally accepted accounting principles as attested to by an independent certified accountant.

ARTICLE IX - COMPLAINTS HANDLING PROCEDURE

A. Whenever any interested party shall submit a complaint in writing to the Joint Meeting, the Executive Director, or any member of the Joint Meeting, a copy thereof shall be forthwith communicated to the State Executive Committee for consideration at its next regularly scheduled meeting.

B. At said meeting the State Executive Committee shall consider the complaint, and by recorded vote take such action as might be appropriate.

C. The complaining party, and its Representative, shall receive written notice of the State Executive Committee findings. The written notice to the complaining party may, where appropriate, include an opportunity for the complaining party to have a hearing concerning his/her complaint before the State Executive Committee.

D. The Meeting shall keep a separate record of all complaints received and the disposition of same.

ARTICLE XV - OTHER CONDITIONS

A. Notice Of Claim Or Suit:

If claim is made or formal petition or a suit or other proceedings are brought against the Member in connection with the Joint Meeting or its operations, the Member shall immediately forward to the Joint Meeting every demand, notice, summons or other process received by him or his representative.

B. Assistance And Cooperation Of The Member:

The Member shall cooperate with the Joint Meeting.

C. Conformance With Statute:

In the event any portion of these bylaws conflict with any statute or administrative regulation covering Joint Meetings, the provision of any such regulation shall control to the extent it conflicts. Notwithstanding the provisions of Article V Article C, the State Executive Committee as appropriate, may by majority vote, amend these bylaws to conform with any statute or administrative regulation to the extent of any such conflict.

THUS DONE, READ AND PASSED this __ day of June, 2009.