

Authorizing SHA Administration to Switch Utility Provider

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to save money on their electrical costs;

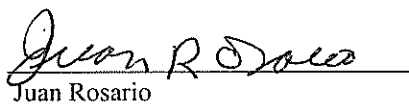
AND WHEREAS, South Jersey Energy has offered .08765 per kilowatt rate for 24 months, which is lower than our current provider is offering;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into a two year agreement with South Jersey Energy as the SHA electricity provider.


June Moore


Rev. Dr. Holland Fields

Rev. Dr. Elmer Brown, Jr.


Juan Rosario

Evelyn Jones


Tyrus Davis

Date:
7/13/13

Attest:

Paul F. Dice, Secretary



South Jersey Energy
Where we put all of our energy

Customer Name: Salem Housing Auth.

4/18/2013

No. of Accounts: MGS-S Accounts: 2

Utility: ACE - Electric

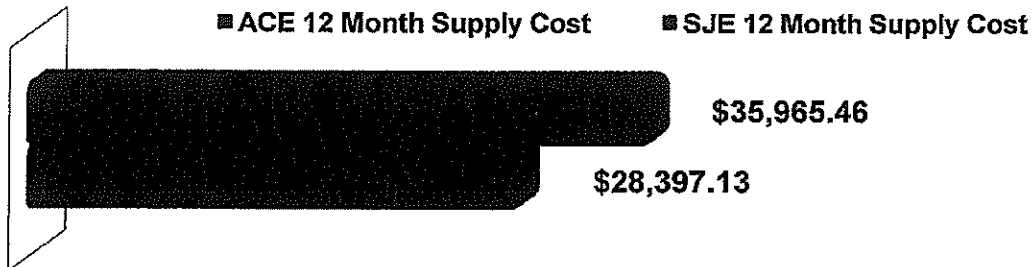
Start Month: First Available Date

SJE 12 Month Fixed Rate: \$0.08930

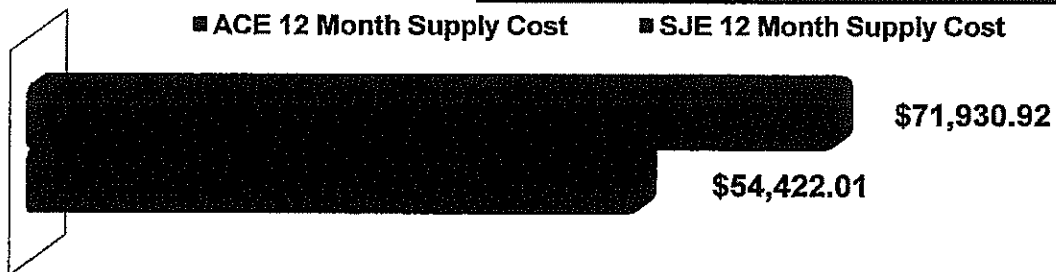
SJE 24 Month Fixed Rate: \$0.08557

ACE Current Avg. MGS-S Rate: \$0.11310

12 Month Comparison			
Supplier	kWh Used	Cost Per kWh	12 Month Supply Cost
Atlantic City Electric	317,997	\$0.11310	\$35,965.46
South Jersey Energy		\$0.08930	\$28,397.13
Estimated Savings with SJE:			\$7,568.33
Savings Percent:			21%



24 Month Comparison			
Supplier	kWh Used	Cost Per kWh	24 Month Supply Cost
Atlantic City Electric	635,994	\$0.11310	\$71,930.92
South Jersey Energy		\$0.08557	\$54,422.01
Estimated Savings with SJE:			\$17,508.91
Savings Percent:			24%



Price based off of PJM June 2012 Capacity - this is a pass through cost in our fixed rate.

South Jersey Energy / Tammy Garrison / P: 609-513-1551 / F: 856-608-6847

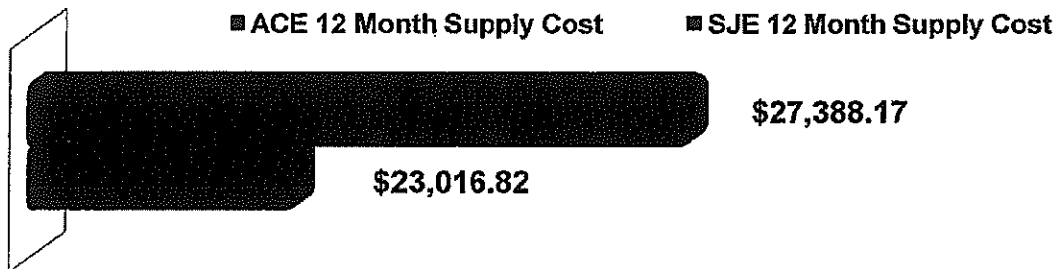


South Jersey Energy
Where we put all of our energy

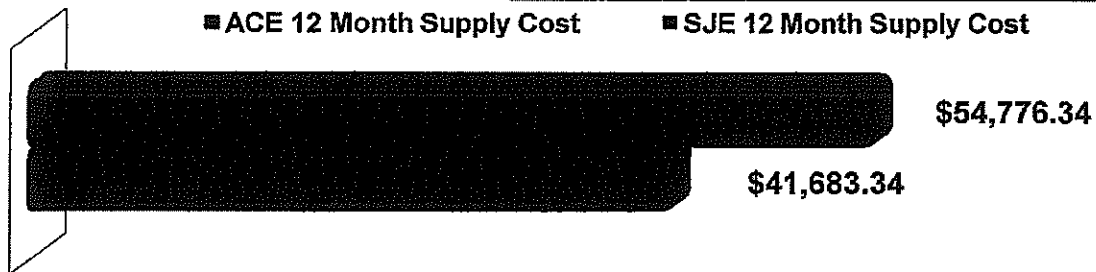
Customer Name: Salem Housing Auth.
No. of Accounts: RSBasic Accounts: 43
Utility: ACE - Electric
Start Month: First Available Date
SJE 12 Month Fixed Rate: \$0.09841
SJE 24 Month Fixed Rate: \$0.08911
ACE Current Avg. RS Basic- Rate: \$0.11710

4/17/2013

12 Month Comparison			
Supplier	kWh Used	Cost Per kWh	12 Month Supply Cost
Atlantic City Electric	233,887	\$0.11710	\$27,388.17
South Jersey Energy		\$0.09841	\$23,016.82
Estimated Savings with SJE:			\$4,371.35
Savings Percent:			16%



24 Month Comparison			
Supplier	kWh Used	Cost Per kWh	24 Month Supply Cost
Atlantic City Electric	467,774	\$0.11710	\$54,776.34
South Jersey Energy		\$0.08911	\$41,683.34
Estimated Savings with SJE:			\$13,092.99
Savings Percent:			24%



Price based off of PJM June 2012 Capacity - this is a pass through cost in our fixed rate.

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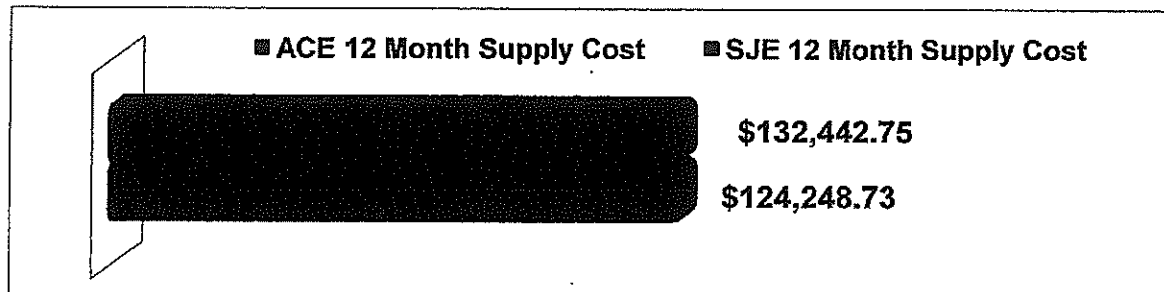


South Jersey Energy
Where we put all of our energy

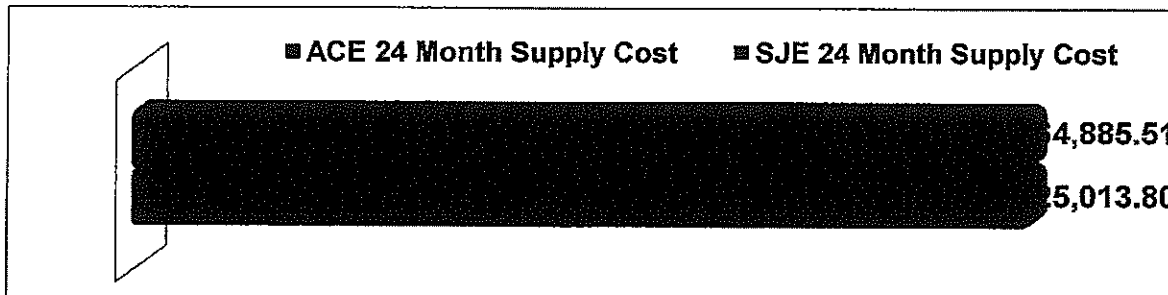
Customer Name: Salem Housing Auth.
No. of Accounts: AGS-S Accounts: 2
Utility: ACE - Electric
Start Month: First available date
SJE 12 Month Fixed Rate: \$0.09841
SJE 24 Month Fixed Rate: \$0.08911
ACE Current Avg. AGS-S Rate: \$0.10490

4/17/2013

12 Month Comparison			
Supplier	kWh Used	Cost Per kWh	12 Month Supply Cost
Atlantic City Electric	1,262,562	\$0.10490	\$132,442.75
South Jersey Energy		\$0.09841	\$124,248.73
Estimated Savings with SJE:			\$8,194.03
Savings Percent:			6%



24 Month Comparison			
Supplier	kWh Used	Cost Per kWh	24 Month Supply Cost
Atlantic City Electric	2,525,124	\$0.10490	\$264,885.51
South Jersey Energy		\$0.08911	\$225,013.80
Estimated Savings with SJE:			\$39,871.71
Savings Percent:			15%



Price based off of PJM June 2012 Capacity - this is a pass through cost in our fixed rate.

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GENERAL TERMS

OUR RIGHTS & RESPONSIBILITIES

Service under this Agreement is dependent upon your meeting our credit requirements; necessary approvals of your state regulatory commission; and New Jersey Board of Public Utilities (BPU) and your LDC's continuing approval for you to have the right to make third party purchases of electricity from electricity service providers like South Jersey Energy Company

We warrant that the electricity will meet the quality standards of all utilities who are transmission providers and that title to such electricity will be free from all liens and adverse claims. WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE ELECTRICITY TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

We will pay applicable taxes imposed on the electricity prior to our delivery to your LDC at the delivery point into your LDC's own distribution system.

We are not a party to your service agreement with your LDC and we do not assume any liability for your obligation to pay your LDC Charges.

We may transfer this Agreement, in whole or in part, to an affiliate, without your consent, or to any other third party, with your consent, which you will not unreasonably withhold. In the event there is a change in law, administrative regulation, tariff or any fees or costs imposed by the applicable ISO/RTO or by a Governmental Authority or a change in application or interpretation thereof, and such change causes SJE to incur any capital, operating or other costs relating to the provision of services contemplated herein, then to maintain the same level and quantity of Electric Power Supply Services, SJE shall have the right to adjust the amounts payable by Purchaser under this Agreement to reflect, based on the type of change, Purchaser's pro rata share of SJE's incremental costs resulting from such change. In the event, however, that such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as is practicable to attempt to renegotiate this Agreement to comply with such change. If the Parties are nevertheless unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date that the change in law becomes effective or the date that Purchaser commences service with a retail energy provider in lieu of SJE.

We may terminate this Agreement if you experience, in our opinion, a material adverse change in your credit, financial situation or ongoing business activities.

We are providing 100% installed capacity and energy in compliance with your LDC's retail access plan. Should the LDC's tariff or the ISO require us to provide additional services, including but not limited to, losses or ancillary services, we reserve the right to increase our price to you by the cost any such new requirement imposes on us.

We may, in addition to seeking damages for any breach, terminate your service on a minimum of thirty (30) business days notice to you and to the local LDC, if you fail to timely pay any amount due, fail to provide any required financial assurance or otherwise fail to fully comply with the terms and conditions of this Agreement.

We may be contacted, toll free, by calling 1-800-266-6020 from 8:00 AM to 4:30 PM ET or have a South Jersey Energy Company representative visit you, depending on the nature of the complaint or by writing to: South Jersey Energy Company, 1 South Jersey Plaza, New Jersey 08037. Our New Jersey electric license number is ESL-0012. The NJBPU's toll free number is 1-800-624-0241.

YOUR RIGHTS AND RESPONSIBILITIES

You will not purchase electricity from anyone else unless we are unable to secure delivery of your full requirements to you. You are responsible for installing, maintaining and operating all equipment and related services required by your LDC to receive service hereunder. In the event of electric emergency, you must call your LDC. The emergency number for _____ is _____.

You hereby appoint us as your exclusive limited Agent and attorney-in-fact, in accordance with the terms of this Agreement, and authorize us to: make nominations; execute required documents necessary for us to provide service to you or on your behalf; aggregate your electricity supply, schedule, balance, make settlement, and bundle, whichever is applicable, with those of our other customers and to perform all other tasks appropriate to provide service to you.

YOU AUTHORIZE US TO USE YOUR NAME IN OUR CUSTOMER LISTS AS WELL AS OUR OTHER PROMOTIONAL MATERIALS.

You will promptly advise us of any change that constitutes a Material Change.

You are responsible for and indemnify us against any and all (a) Penalties or losses resulting from your failure to advise us of a Material Change or your failure to fully comply with this Agreement and (b) against any and all damage or injury caused by the electricity after our delivery of such to your Facility.

You will provide us as soon as practicable but no later than 24 hours with copies of any emergency or similar notices you receive from your LDC, by facsimile or by telephone contact, and will indemnify us from any costs associated with your failure to strictly comply with these orders/notices within the time prescribed.

You will pay us all amounts by the due date indicated and in the manner directed on our invoice.

You represent that all information you supplied is correct and that you are validly existing, financially able to continue your business, unaware of any situation which would alter your financial abilities and have not filed, planned to file or have had filed any bankruptcy proceeding. You will provide those financial assurances we deem reasonable to ensure your full performance.

You will (a) pay accrued interest on past due amounts from the due date at the rate of prime plus two percent; (b) pay non-sufficient funds charges on all returned checks at the rate charged by the bank where the account is held; and (c) reimburse us for any and all fees we reasonably incur to collect any and all past due amounts.

You may not transfer this Agreement to any third party without (a) our prior written consent, which we will not unreasonably withhold, and (b) the prior written approval of your LDC that your assignee is an Eligible Customer under your LDC's tariff.

SOUTH JERSEY ENERGY COMPANY ELECTRIC POWER SALE SUPPLY AGREEMENT

Please read this Energy Service Agreement ("Agreement") in full and if you are unsure of any item, please ask for an explanation prior to your signing the document. The words "we", "us", and "our" mean South Jersey Energy Company, while the words "you" and "your" refer to the Customer indicated in the signature block below. This Agreement, when signed by our authorized representative, will be effective on the date opposite your signature, including signatures by facsimile which are agreed will be accepted as an original.

ELECTRIC POWER SALES SUPPLY SERVICES

We will cause the delivery of electricity to your Facility listed below subject to and according to the terms of this Agreement and the applicable rules and regulations of: your local electricity distribution company ("LDC"), your state regulatory commission, applicable Federal Energy Regulatory Commission ("FERC") Open Access Tariffs ("OAT"), power pools, and, to the extent an Independent System Operator ("ISO") is formed, pursuant to applicable ISO rules and regulations (hereinafter collectively referred to as "LDC"), and all Orders of regulatory bodies having jurisdiction and relating thereto, as such rules and regulations may be amended or superseded from time to time. You will purchase all of your electricity requirements directly from us on a firm basis, pursuant to the terms of this Agreement and we will deliver all of your electricity requirements pursuant to the terms of this Agreement.

Customer: Full Legal Name: Salem Housing Authority Representative: Mitchell Moore
 Billing Address: 205 7th St. Salem, NJ 08079
 Phone: 856-825-8860 Facsimile: 856-825-5283

Term: This Agreement will become effective on the date you sign this Agreement ("Contract Commencement Date"). This Agreement shall be in full force and in effect from the Contract Commencement Date through the period stated in the Addendum A; *provided, however*, we shall be entitled to notify you in writing at least forty-five (45) days prior to the end of the Term stated in Addendum A ("End Date") of a new price and new term that will begin immediately after the End Date and such new price and term shall go into effect unless you advise us in writing at least fifteen (15) days prior to the End Date that you don't agree to the new price and term and that you want to cancel as of the End Date.

Quantity: See Addendum A Attached

Facility: Your LDC Name: ACE Account #: See Attachment Rate Class: _____

Sales Price: See Addendum A attached

You will also pay directly to your LDC all charges made under your LDC tariff classification listed above to deliver electricity to your Facility, including but not limited to, all charges for distributions, all applicable taxes, surcharges, transition costs or other tariff specified rates imposed in accordance with your applicable LDC tariff, and any new or increased taxes, surcharges or transition charges.

Price is for volumes shown in Addendum A. For variations in usage from those stated in Addendum A, SJE may pass on the change in cost to the customer. Excess volumes will be priced at the then current market rate, as determined by SJE. Deficient volumes may be re-sold back to the market, and you will be responsible for the difference between the Sales Price and the price SJE is able to obtain.

The transmission rate used in pricing are FERC or PJM rates. Changes to the transmission rate and/or applicable transmission PLC will be reflected in the customer's rate as such changes occur.

Capacity charges are administered by PJM and determined for a customer using its PLC. Changes to the capacity rate and/or applicable PLC will be reflected in the customer's rate as such changes occur.

Point of Delivery: Where energy is delivered to your utility.

Demand Side Response Program: SJE is a provider of curtailment services for PJM's Demand Side Response Programs. If you are interested in one of these programs SJE will be happy to review them with you. However, if you choose to enter into a Demand Side Agreement with another provider SJE reserves the right to adjust its pricing to recover the required administration fees for the program.

Credit: You must be in good standing with the LDC and be eligible for the consolidated billing option to qualify. Should you become ineligible during the term of this agreement SJE will dual bill you until which time we can return you back to your LDC (usually takes between 30 - 45 days). This offer will become null and void if you are not in good standards with your LDC or if you do not remain in good standards and we return you back to your LDC.

Invoices: Invoices will be prepared for your Facility based on your LDC's billing period and will reflect the Sales Price multiplied by the number of kWh's of electricity you used, and shall show any adjustments to reflect actual kWh delivered when confirmation of such actual kWh usage by you is received by us.

Disclosure: You acknowledge that you have received and had opportunity to review South Jersey Energy Company's Disclosure Statement.

Authority: You hereby authorize your LDC to release to South Jersey Energy Company: electric meter numbers, kWh, kW, supply credit, billing rate, revenue class, service class and segment profile information, and all other necessary and/or information relevant to proving service to you under this Agreement.