

### **Rate Schedule CSG Amended Service Agreement**

This Rate Schedule CSG Service Agreement ("Agreement") dated October 20, 2022 is by and between Public Service Electric and Gas Company ("PSE&G"), a New Jersey corporation having its principal offices at 80 Park Plaza, Newark, New Jersey 07101 and Marcal Manufacturing, LLC ("Marcal"), 1 Market Street, Elmwood, NJ 07407 (collectively the "Parties" or individually the "Party").

#### **Witnesseth**

**WHEREAS** Marcal owns facilities at in Elmwood Park, New Jersey ("the Facilities"); and

**WHEREAS** PSE&G presently provides interruptible natural gas transportation services to the Facilities under PSE&G's Rate Schedule CSG at tariff rates approved by the New Jersey Board of Public Utilities ("NJBPUP"); and

**WHEREAS** Marcal submitted an application dated September 15, 2022 to PSE&G seeking a three year extension of its CSG gas transportation service under PSE&G's Rate Schedule CSG-Contract Service (CSG) for the Facilities under the portion of the tariff entitled "Other Considerations," and

**WHEREAS** PSE&G has evaluated Marcal's application for Rate Schedule CSG gas transportation service and determined that it would be consistent with the terms of its Tariff for Gas Service on file with and approved by the NJBPUP -- B.P.U.N.J. No. 16 - Gas (hereinafter "Gas Tariff"), and all succeeding tariffs, including the terms of Rate Schedule CSG, for PSE&G to provide interruptible transportation service to Marcal for the Facilities at the rates, terms and conditions set forth in this Agreement; and

**WHEREAS** PSE&G wishes to provide to Marcal, and Marcal wishes to purchase from PSE&G, CSG interruptible gas transportation service solely for the Facilities at the rates, terms and conditions set forth in this Agreement, except that Marcal requests to have the Societal Benefits Charge ("SBC") discounted, and PSE&G takes no position on this issue, such that both parties request that the NJBPUP address this potential charge under this Agreement.

**NOW, THEREFORE**, in consideration of the above stated promises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Term**

- 1.1 Effectiveness - This Agreement shall be effective December 1, 2022, the day that Marcal's current CSG rate expires, upon approval of this Agreement by the NJBPU (the "Effective Date") and shall extend for a period of three (3) years thereafter.

**2. CSG Services**

- 2.1 CSG Service - From and after the Effective Date specified in Section 1.1, PSE&G shall provide interruptible CSG gas transportation service to the Facilities as listed below under the terms of this Agreement and pursuant to all the applicable terms and provisions of Rate Schedule CSG and the general terms of PSE&G's Gas Tariff as may be modified from time to time in accordance with applicable law. The delivery point for the Facilities which PSE&G shall provide delivery service is at meter numbers 2346831, 1810134, and 2518820, or their successors 3861951, 3701189, and 1807963.. PSE&G shall provide gas volumes as follows: [REDACTED] [REDACTED] Standard Cubic Feet on a maximum hourly basis ("Mcf"), [REDACTED] on an average daily basis, and [REDACTED] on a maximum monthly average daily usage basis. In the event of a conflict between this Agreement and PSE&G's Gas Tariff, this Agreement shall control.
- 2.2 CSG Service Rates – The rates charged to Marcal for service to the Facilities shall consist of a Distribution Charge as set forth below, plus all other current and future applicable charges that are in, or apply to, the Rate Schedule CSG tariff Other Considerations alternative for firm CSG gas transportation service, such as the New Jersey Energy Sales and Use Tax ("SUT"), the SBC or the Green Programs

Recovery Charge, except as provided by the NJBPU.

A. Charges:

1. Service Charge as set forth in Rate Schedule CSG.
2. Distribution and Maintenance Charges – For distribution and maintenance, the effective Non-Firm Transportation Gas Service (TSG-NF) distribution per therm charge as it may be amended from time-to-time, and its successors, shall be charged, with a reduction of [REDACTED] per therm without SUT delivered (currently \$[REDACTED]/therm with SUT) applied, except that a minimum annual distribution charge payable to PSE&G of [REDACTED] without SUT (currently [REDACTED] with SUT) shall apply, with the years being the 12-month periods that begin at the effective date of this Agreement and each anniversary thereafter.
3. All other charges applicable to the CSG tariff, such as service charges and any applicable charges, such as the SBC, would apply whether the minimum annual distribution charge is applied or not.
4. The Distribution Charge set forth in Section 2.3. A.2., above, shall not be modified during the term of this Agreement. The SUT applicable to the Facilities will be applied to the Distribution Charge set forth in Section 2.3. A.2., at the SUT rate required by law.

B. Contract Monthly Therms - The contract monthly therms applicable to this Agreement are [REDACTED] ([REDACTED] therms annually).

C. Billing and Payment - PSE&G will bill Marcal monthly for charges for Rate Schedule CSG gas transportation services as specified hereunder in accordance with its PSE&G's Gas Tariff.

2.3 Cogeneration (CHP) Excluded – Marcal may acquire by construction or otherwise

a CHP facility at its Elmwood Park facility. This Service Agreement is not applicable to the delivery of gas to any such CHP facility and any such facility shall be separately metered and receive service at tariffed rates unless another agreement addressing such rates is in effect. Marcal may make an appropriate application to PSE&G for a Rate Schedule CSG Agreement, or other appropriate mechanism, to be applicable to any such CHP facility, as well as for modifications to this Service Agreement.

### **3. Approvals and Early Termination**

- 3.1 NJBPU Approval - This Agreement is subject to approval by the NJBPU.
- 3.2 Early Termination - The early termination rights applicable under this Agreement are as set forth in the CSG Rate Schedule, including the termination payment as set forth in the PSE&G tariff B.P.U.N.J. No. 16 GAS Original Sheet No. 112D or its successor.

### **4. Miscellaneous**

- 4.1 Governing Law - This Agreement shall be governed by the law of the State of New Jersey without resort to principles of conflicts of law.
- 4.2 Assignment - Neither Party may assign this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld, conditioned or delayed. Without relieving itself of its obligations under this Agreement, either Party may transfer its interest to an affiliate without the prior consent of the other Party.
- 4.3 Notices - Notices under this Agreement shall be in writing and shall be sent as follows:

To PSE&G:

President  
Public Service Electric and Gas Company  
80 Park Plaza, T4  
Newark, New Jersey 07102

To Marcal:

President  
Marcal Manufacturing, LLC  
1 Market Street  
Elmwood Park, NJ 07407

- 4.4 Entire Agreement; Amendments and Waivers - This Agreement, together with all attachments hereto, constitutes the entire agreement between the Parties hereto and shall supersede and take the place of any and all agreements, documents, Minutes of meetings, or letters concerning the subject matter hereof made, prior to the Effective Date of this agreement.
- 4.5 Construction - The headings and captions of the various articles and sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. The term "including" when used herein shall mean "including, without limitation." Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.
- 4.6 Third Party Beneficiaries - No individual or entity other than the Parties shall have any rights or claims under this Agreement.
- 4.7 No Waiver - The failure of either Party to seek redress for any breach, or to insist upon the strict performance of any covenant or condition of this Agreement by the other shall be, or be deemed to be, a waiver of the breach or failure to perform nor prevent a subsequent act or omission in violation of or not strictly complying with the terms hereof from constituting a default hereunder.

counterparts, including pdf or facsimile pages, which shall be deemed originals, all of which shall together constitute one and the same instrument.

4.9 Cumulative Remedies - All rights and remedies of either Party are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

4.10 Representation by Counsel - Mutual Negotiation- Each Party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed under seal on their respective behalf, by their respective duly authorized officers, all as of the day and year first above written.

**Public Service Electric and Gas Company**

**Marcas Manufacturing, LLC**

By:

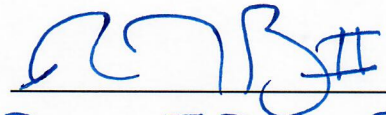


Name: Scott Jennings

Title: SVP – Finance, Planning & Strategy

Dated: \_\_\_\_\_

By:



Name: Robert J. Baran

Title: President & CEO

Dated: 10/19/2022