

ENERGY AGENT AGREEMENT

RVWSA
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Expires 10/31/23
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2/2/22

This Energy Agent Agreement (hereinafter "Agreement") made as of this 27th day of January, 2022 between: Rockaway Valley Regional Sewerage Authority, having offices at 99 Greenbank Road, Boonton, NJ 07005 (hereinafter "Authority"); and Gabel Associates, 417 Denison Street, Highland Park, NJ 08904 (hereinafter "Agent").

FACTUAL RECITALS

WHEREAS, the Authority requires the services of an "Energy Agent," as defined in the "Electric Discount and Energy Competition Act," (P.L.1999, c. 23) ("Act") to arrange for the sale of retail electricity to Authority, and to assist Authority in functioning as a "Authority Aggregator" as the term is defined by the Act; and

WHEREAS, Agent is a duly registered Energy Agent pursuant to the Act; and

WHEREAS, Authority has adopted resolution 22-001, authorizing the award of this Agreement to Agent as an extraordinary, unspecifiable service without competitive bidding pursuant to N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, Authority and Agent agree as follows:

A. Services to be Performed by Agent. Agent shall assist Authority in completing an analysis of Authority's energy needs, quantifying Authority's load profile, developing an energy plan for Authority, preparing bid specifications ("Request for Bids", "Bid", or "RFB"), and, upon Authority's approval of the RFB, bidding a contract for the supply of energy to Authority as required by the Act. In addition, Agent shall assist Authority in reviewing and analyzing bids to enable the Authority to determine the most advantageous contract, price and other factors considered. Upon request of the Authority, the Agent shall assist the Authority in exploring and implementing energy aggregation programs not only for the Authority's facilities, but also for other facilities and/or authorities interested in joining an energy aggregation program. More specifically, the services to be provided by Agent to Authority shall include:

a. Planning

- i. Discuss electricity supply pricing products available in the retail electricity market
- ii. Prepare consent forms as may be required by Sections 43-45 of the Act
- iii. Attend public hearings and meetings, as required
- iv. Obtain usage data through use of approved Usage Authorization Form
- v. Check usage data for errors and completeness
- vi. Perform usage data analyses to determine benefits of proposed pricing products

b. RFB Development

- i. Confirm status of all Aggregation participants
- ii. Review status of any third-party supplier ("Supplier") with Board of Public Utilities ("BPU")
- iii. Organize monthly and interval usage data files for RFB
- iv. Draft RFB
- v. Draft Electricity Supply Contract ("ESC")
- vi. Finalize RFB and ESC (requires Authority input)

c. RFB Process

- i. Issue RFB Notice as required by Local Public Contracts Law
- ii. Respond to inquiries related to RFB
- iii. Send bid to qualified Suppliers
- iv. Respond to inquiries from qualified Suppliers
- v. Attend Bid opening on the date set forth in the RFB
- vi. Evaluate Bids received by Authority
- vii. Process and obtain consent forms as may be required by Sections 43-45 of the Act
- viii. Assist in award of ESC, as may be required
- ix. Coordinate execution of ESC between Authority and Supplier
- x. Ensure Authority accounts are properly registered with local distribution companies

d. ESC Implementation and Administration

- i. Conduct on-going energy needs evaluation for Authority
- ii. Monitor contract Supplier's services and standing with the BPU
- iii. Monitor and advise Authority of developments in regulatory policy, energy legislation, and energy marketplace
- iv. Perform customer relations services pertaining to contract matters with Supplier and the local distribution company
- v. (For variable rate electricity supply pricing products) Provide Authority with recommendations and market data related to opportunities to fix future electricity prices / return to variable rate electricity supply pricing products

B. Compensation. Agent shall receive no monetary compensation from Authority for the Services to be provided pursuant to this Agreement. The Authority and Agent agree that the ESC between the Authority and the Supplier shall provide that: 1) the Supplier shall pay Agent a monthly administrative fee ("Monthly Administrative Fee") for each account served at a rate of \$0.0005 per kilowatt-hour for all months of the ESC; 2) the Monthly Administrative Fee shall be based upon the actual metered usage of the Authority; 3) the Monthly Administrative Fee shall be included in the bid price contained in the ESC; 4) the Monthly Administrative Fee shall be paid by the Supplier on or before the 25th day of each month following the month of activity during the term of the ESC, accompanied by a summary accounting (in a format to be agreed upon by Agent and Supplier); 5) the Supplier shall pay interest at the rate of 1.5% per month on the balance of any Monthly Administrative Fee that is not paid to Agent when due; 6) the Agent shall have the right to exercise any remedy available at law or equity against the Supplier to enforce payment of the Monthly Administrative Fee plus interest, together with the cost of collection from Supplier (including but not limited to reasonable attorney's fees and costs), from the date due until paid; and 7) the Supplier waives any claims against the Authority and Agent for any actual, special, indirect or consequential damages arising out of or in connection with this Agreement, except for non-payment of service charges by the Authority.

C. Obligation of Agent. Agent shall have the obligation to assure that any ESC between the Authority and a Supplier incorporates the provisions of Paragraph B herein or such modifications thereto acceptable to the Authority, Agent, and the Supplier. Authority shall have the right to conclusively assume that any proposed ESC with a Supplier submitted to the Authority by Agent is

acceptable to Agent, unless Agent specifies in writing that such ESC is not acceptable and the reason(s) therefore.

- D. **Duration and Exclusivity.** The term of this Agreement shall begin on **November 1, 2021 and end on October 31, 2023**; except that the requirement for payment by a selected Supplier shall continue for the duration of the ESC. Agent shall be the exclusive Energy Agent for Authority during this term. The term of this Agreement may be extended upon the mutual consent of the Authority and Energy Agent, in accordance with applicable law.
- E. **BPU Regulations.** Authority and Agent acknowledge that the BPU is continually in the process of promulgating regulations for implementation of the provisions of the Act. In the event that any provisions of this Agreement are inconsistent with any regulations that are duly promulgated by the BPU, Authority and Agent agree to utilize their best efforts to amend this Agreement to bring it into conformity with such regulations, while at the same time, conforming to the original intent of this Agreement, to the extent reasonably possible.
- F. **Authorized Act.** All parties hereto agree that the execution of this Agreement is the authorized act of each of the respective parties hereto.
- G. **Marginal Captions.** Marginal captions are inserted for convenience of reference only, and shall not be construed as defining, modifying or limiting the terms of this Agreement.
- H. **Interruption of Service.** Authority agrees that Agent shall have no liability to Authority for any losses, damages, or costs (including attorneys' fees) that Authority may sustain as a result of an interruption in or discontinuance of energy service by the selected Supplier, or that Supplier's failure to meet, in any other way, the terms and conditions of its ESC with the Authority.
- I. **Annual Review of Agreement.** Authority and Agent shall annually review the terms and conditions of this Agreement.
- J. **Early Termination.** The Agreement may be terminated by either party upon the occurrence of any of the following events:
- a. In the event either party (i) should file a voluntary petition in bankruptcy, (ii) is declared bankrupt, (iii) make an assignment for the benefit of creditors, (iv) becomes insolvent or subject to receivership or has a receiver in bankruptcy appointed for such party or its assets, the other party may elect to terminate this Agreement upon five (5) days' prior written notice to such party.
 - b. Either party may terminate this Agreement for breach of a material term or condition hereof upon giving thirty (30) days written notice identifying the basis for such notice, provided the breaching party shall not have cured such breach within the thirty (30) day period.
 - c. This Agreement may be terminated in the discretion of the Authority if two (2) consecutive bid packages prepared by Agent are not accepted on behalf of the Authority.
 - d. This Agreement may be terminated in the discretion of the Authority if bids received in response to two (2) consecutive bid packages prepared by Agent are not accepted on behalf of the

Authority and after Agent and Authority are unsuccessful in negotiating an ESC directly with Suppliers in accordance with the Local Public Contracts law.

- K. Indemnification. The Agent agrees to indemnify and hold harmless the Authority from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney's fees and other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character arising out of or relating to any negligent act, error or omission by the Agent in the performance of this Agreement. However, the Agent shall not be responsible to indemnify and hold harmless the Authority for the Authority's own negligent acts, errors or omissions in the performance of this Agreement. Moreover, the Authority acknowledges that advice or analysis presented by Agent are based on Agent's professional judgment and do not constitute a guarantee of result.
- L. Mandatory Equal Employment Opportunity Language. Agent as Contractor agrees to comply with the language set forth in Exhibit A attached to this Agreement.
- M. Retention of Records. Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), Agent shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- N. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Agent shall remit a copy of its New Jersey Business Registration Certificate, or documentation indicating the Agent's compliance with the New Jersey Business Registration Act, to the Authority no later than the execution of this Agreement. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services. The Agent shall comply with the requirements of the Business Registration law. The Agent, as contracting party, agrees to the following mandatory language: No contract shall be entered into by the Authority unless the Contractor provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with the following schedule:

N.J.S.A. 52:32-44 imposes the following requirements on the Agent and all sub-contractors that **knowingly** provide good and services for the Agent in fulfilling this Agreement:

- a. The Agent shall provide written notice to its sub-contractors to submit proof of Business Registration to the Agent;
- b. Prior to receipt of final payment for the Contracting Unit, the Agent must submit to the Contracting Agency an accurate list of all sub-contractors or attest that none was used;
- c. During the term of this Agreement, the Agent and its affiliates shall collect and remit, and shall notify all sub-contractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

The Agent's, sub-contractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly

or maintained under a contract with the Authority. Information on the law and its requirements is available by calling (609) 292-9292.

- O. Compliance with Laws. The Agent shall comply with all laws, ordinances, rules, regulations, requirements, and directives of federal, state or municipal governments applicable to and affecting the scope of services contracted for under this Agreement. Moreover, the Agent shall comply with all applicable existing Authority ordinances as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.
- P. Integration. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.
- Q. Amendments. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
- R. Neutral Construction. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.
- S. Severability. The terms, conditions, covenants, and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
- T. Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
- U. No Waiver. No failure or delay on the part of any party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity or otherwise.
- V. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of New Jersey.
- W. Jurisdiction and Venue. Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be resolved in the Morris County Vicinage of the Superior Court of New Jersey.
- X. Authorization. By executing this Agreement, each signatory represents that he or she is a party or has been duly authorized by a party to sign on the party's behalf.

Y. Attestation. The Agent represents and warrants that it has carefully read each and every provision of this Agreement and that it fully understands all of the terms and conditions contained in each provision of this Agreement. The Agent further represents and warrants that it has entered into this Agreement voluntarily, of its own free will, without any pressure or coercion from any person or entity including, but not limited to, the Authority.

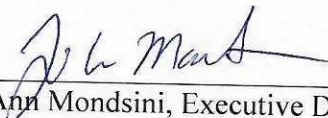
Z. Precatory Phrases. The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.

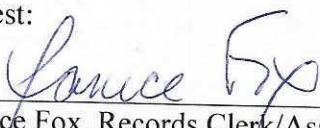
AA. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

BB. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A signature affixed by a party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such party.


IN WITNESS WHEREOF, the Authority and the Agent have executed this Agreement as of the date written above, hereby binding themselves, together with their successors and assigns.

THE ROCKAWAY VALLEY REGIONAL SEWERAGE
AUTHORITY

By: 
JoAnn Mondini, Executive Director

Attest:

Janice Fox, Records Clerk/Asst. Board Secretary

GABEL ASSOCIATES

By: 
Robert S. Chilton, Executive Vice-President

Attest:

Michaela Benton, Associate

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gabel Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
417 Denison Street

6 City, state, and ZIP code
Highland Park, NJ 08904

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
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or

Employer identification number

2	2	-	3	4	0	5	4	0	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► *1/13/22*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

GABEL ASSOCIATES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

223-405-400/000

CONTRACTOR CERTIFICATION#

0108524

ADDRESS

**417 DENNISON ST
HIGHLAND PARK NJ 08904-2733**

ISSUANCE DATE:

12/10/01

EFFECTIVE DATE:

10/11/95

Patricia A. Chiacchis

FORM-BRC(08-01)

Director, Division of Revenue
This Certificate is NOT assignable or transferable It must be conspicuously displayed at above address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Raritan Agency, Inc. 754 Route 18 Suite 101 East Brunswick, NJ 08816	CONTACT NAME _____ PHONE (A/C, No, Ext): 732-238-6060	FAX (A/C, No): 732-390-0764
	E-MAIL ADDRESS: _____	
INSURED Gabel Associates, Inc. 417 Denison St. Highland Park, NJ 08904	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mercer Insurance Company	
	INSURER B: Hiscox Lloyd's of London	
	INSURER C: Beazley Insurance Company	
	INSURER D: _____	
	INSURER E: _____	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	60439331	01/10/2022	01/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60439331	01/10/2022	01/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTIONS \$ _____		60439331	01/10/2022	01/10/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	60439331	01/10/2022	01/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		ME 0120944	03/18/2021	03/18/2022	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMPANY C - CYBER BREACH LIABILITY POLICY# V21420170101 EFFECTIVE - 12/18/2021 - 12/18/2022 3,000,000 LIABILITY COVERAGE

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

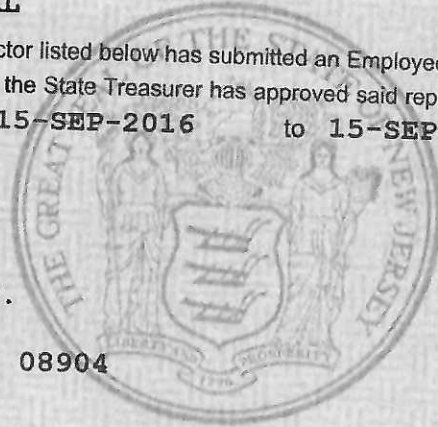
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 19732

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2016** to **15-SEP-2023**

GABEL ASSOCIATES, INC.
417 DENISON STREET
HIGHLAND PK NJ 08904



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

RESOLUTION AUTHORIZING AN ENERGY AGENT CONTRACT WITH GABEL ASSOCIATES, INC., AND AUTHORIZING THE EXECUTIVE DIRECTOR, OR IN HER ABSENCE, THE MANAGER OF ENGINEERING TO AWARD A CONTRACT AND/OR REJECT BIDS IN RESPONSE TO THE REQUEST FOR BIDS FOR ELECTRIC GENERATION SERVICE ISSUED ON BEHALF OF THE NEW JERSEY SEWERAGE AND MUNICIPAL UTILITY AUTHORITY ELECTRICAL SUPPLY AGGREGATION

WHEREAS, the Rockaway Valley Regional Sewerage Authority ("Authority"), has participated in the formation and implementation of the New Jersey Sewerage and Municipal Utility Electrical Supply Aggregation ("NJSMUAESA"), which is a consortium of New Jersey Sewerage and Municipal Utility Authorities formed for the purpose of soliciting and securing bids on an aggregated basis for electric generation service from licensed electric power suppliers pursuant to the provisions of the "Electric Discount and Energy Competition Act" (P.L. 1999, c.23, N.J.S.A. 48:3-49 *et. seq.*, "the Act"), and thereby and thereby enjoying the benefits of joint purchasing and bulk power purchasing discounts; and

WHEREAS, the existing electric power supply contract(s) for the Authority's electric accounts, awarded and entered as a result of a bid conducted by the NJSMUAESA in December 2019, will expire upon the meter read dates in May 2022 for each Authority electric account; and

WHEREAS, the Authority desires to continue its purchase of electric generation service for its electric accounts as a participant in the NJSMUAESA to derive the benefits of bulk purchasing discounts; and

WHEREAS, the NJSMUAESA intends to issue a Request for Bids ("RFB") on or about February 8, 2022 for the purpose of seeking bids for electric generation service from licensed electric power suppliers to replace the current supply contract(s) scheduled to expire in May 2022; and

WHEREAS, as a participant in the NJSMUAESA the Authority requires the services of an "Energy Agent," as defined in the "Electric Discount and Energy Competition Act," to administer the bid process and arrange for the sale of retail electric generation service by a licensed retail electric power supplier to the Authority; and

WHEREAS, the Energy Agent shall provide the Authority with services, including but not limited to, analyzing the Authority's energy needs, quantifying the Authority's load profile, developing an energy plan for the Authority, preparing bid specifications and, upon approval of the bid specifications, bidding a contract for the supply of electric generation service to the Authority; and

WHEREAS, the Energy Agent shall not receive and monetary compensation directly from the Authority for the services to be provided; and

WHEREAS, the Authority and the Energy Agent agree that the electricity supply contract(s) ("ESC") between the Authority and the awarded supplier(s) shall provide that the awarded supplier pay the Energy Agent a monthly administrative fee for each account served at a rate of \$.0005 per kilowatt-hour for all months of the ESC; and

WHEREAS, Gabel Associates, Inc., with a principal place of business located at 417 Denison Street, Highland Park, New Jersey 08904, is a duly registered Energy Agent pursuant to the Act; and

WHEREAS, the Authority is desirous of authorizing the award of a contract to Gabel Associates, Inc. to serve as Energy Agent in connection with the bid for electric generation service through the NJSMUAESA, as an extraordinary, unspecifiable service without competitive bidding pursuant to N.J.S.A. 40A:11.1 *et seq.*; and

WHEREAS, it is the NJSMUAESA's intent to receive bid price submittals on or about March 8, 2022 in response to the RFB to be issued on or about February 8, 2022; and

WHEREAS, due to the fact that the electricity market is highly volatile and bid prices will not be guaranteed past 3:00 p.m. on the day that bids are accepted, the award or rejection of bid(s) must be made on the Authority's behalf by its designated representative by no later than 3:00 p.m. on bid day.

NOW, THEREFORE, BE IT RESOLVED that the Rockaway Valley Regional Sewerage Authority ("Authority") is hereby authorized to participate with the NJSMUAESA for the purpose of securing bids for electric generation service from licensed electric power suppliers for a contract to replace the existing electricity supply contract(s) expiring in May 2022, pursuant to the "Electric Discount and Energy Competition Act" (P.L. 1999, c.23, N.J.S.A. 48:3-49 *et seq.*, "the Act"), Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, and applicable regulations.

BE IT FURTHER RESOLVED that the Authority hereby approves the retention of Gabel Associates, Inc. as the Authority's Energy Agent in connection with the procurement of electricity supply for the Authority's electric accounts.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to execute any documents reasonably required to effectuate the retention of Gabel Associates, Inc. as the Authority's Energy Agent.

BE IT FURTHER RESOLVED that the Authority's Executive Director, or in her absence the Manager of Engineering, is hereby authorized to act in his sole discretion as the Authority's designated representative to award a contract for the applicable Bid Group(s) to the low, qualified bidder for the contract term and pricing product deemed most beneficial to the Authority, by executing an Award Letter on the day of bid receipt and subsequently executing the Model Supply Contract, or reject an electricity bid, in conjunction with the NJSMUAESA Request for Bids to be issued on or about March 8, 2022. Such authorization to award a contract to the low bidder as the Authority's designated representative is subject to the low bid being equal to or less than the Trigger Price(s) to be established for the applicable Bid Group(s) containing the Authority's accounts prior to the date of receipt of bids by the NJSMUAESA, under the advisement of the Energy Agent.

BE IT FURTHER RESOLVED that, notwithstanding the foregoing, the Authority's Executive Director or in her absence the Manager of Engineering, may reject any bid, including, if necessary, all bids (and not award a contract), and if desirable, to authorize the NJSMUAESA to rebid the contract, provided that such rejection is in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*

CERTIFICATION

I hereby certify that this Resolution was adopted at a regular meeting of the Rockaway Valley Regional Sewerage Authority held on January 13, 2022.

On motion of: Commissioner Guadagno

Second by: Commissioner Cegelka

ROLL CALL VOTE:

YEAS: (9) Andes, Cegelka, Corbett, Farrell, Guadagno, Howarth, Isselin, Schorno, Zuppa

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1) Recchia



Michael Guadagno
Board Secretary