

1. Conference Meeting Agenda

Documents: [CA4.5.16.PDF](#)

2. Public Meeting Agenda

Documents: [PM4.5.16.PDF](#)

3. Resolution(S)

3.I. 93-16

Documents: [93-16 AUTHORIZING SUBORDINATION OF MORTGAGE RE 4 PARK TERRACE.PDF](#)

3.II. 94-16

Documents: [94-16 EXECUTIVE SESSION 4.5.16.PDF](#)

3.III. 95-16

Documents: [95-16 AWARDED GRANT WRITER CONTRACT-MILLENNIUM.PDF](#)

3.IV. 96-16

Documents: [96-16 RAFFLE LICENSES 4.5.16.PDF](#)

3.V. 97-16

Documents: [97-16 AUTHORIZING EXECUTION OF AGREEMENT WITH GABEL ASSOCIATES - 2016.PDF](#), [97-16 ATTACHMENT.PDF](#)

CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

April 5, 2016

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on October 14, 2015.

**Roll Call – Councilwoman Casalino, Councilman Guarino, Councilman Krakoviak,
Councilwoman McCartney, Council President Cirilo (Mayor Parisi)**

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6:30 P.M

- **Update – N.J. American Water &
Theresa DeNova, W.O. Health Officer**

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

**Township of West Orange
66 Main Street – 7:00 p.m.**

Tuesday, April 5, 2016

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on October 14, 2015.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

**Roll Call – Councilwoman Casalino, Councilman Guarino, Councilman Krakoviak,
Councilwoman McCartney, Council President Cirilo (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 22, 2016**
- 5. * Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-** Correspondence from Mayor Parisi with Regard to the Appointment of Chief Judge for the Municipal Court of West Orange
- 7. *Bills**
- 8. *Resolutions**
 - a. 93-16 Resolution Request for Subordination of Mortgage/Williams, Block 113.01, Lot 136-4 Park Terrace (Planning)
This resolution submitted by request of the Planning Department authorizes the subordination of Mortgage on the Property at 4 Park Terrace for which the Township holds a \$20,000 mortgage as part of the Township’s Housing Rehabilitation program. The subordination of mortgage allows the homeowner to refinance its mortgage owed on the property.
 - b. 94-16 Resolution Authorizing an Executive Session for the Purpose of Discussing Personnel Issues Relating to the Municipal Court (Legal-Trenk)
 - c. 95-16 Resolution Authorizing a Contract with Millennium Strategies, LLC, Caldwell, NJ in the Amount of \$2,333.33 Per Month to Perform Grant Writing Services for the Township (Legal)

- d. 96-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- e. 97-16 Resolution to Authorize an Award of Contract for Residential Energy Aggregation Consultant Services to Gabel Associates (Legal-Buffman)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading-None

11. ABC Hearing-None

12. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Taurance Williams (the "Owner") residing at 4 Park Terrace, Block 113.01, Lot 136 (the "Property"), in the amount of Twenty Thousand Dollars (\$20,000.00), which was dated January 25, 2010 and recorded in the Essex County Register's Office on March 24, 2010 in Book 12245, Page 9363 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from Carrington Mortgage ("Carrington") in the outstanding amount of Two Hundred Forty-Eight Thousand, One Hundred and Eighty Dollars and Twenty Seven Cents (\$248,180.27) (the "First Mortgage"); and

WHEREAS, the Owners desire to refinance their home and obtain a new mortgage loan from Carrington in the amount of Two-Hundred Fifty Three Thousand, Four Hundred and Eighteen Dollars (\$253,418.00), and with an interest rate of 3.75% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the New Mortgage is being obtained through the FHA Streamline which requires no appraisal; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "A," in favor of Carrington with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: April 5, 2016

4824-6492-7535, v. 1

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of April 5, 2016 enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- () 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- (X) 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Personnel Matter(s)

a. 94-16 Resolution Authorizing an Executive Session for the Purpose of Discussing Personnel Issues Relating to the Municipal Court

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing Resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 5, 2016**.

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: April 5, 2016

RESOLUTION

WHEREAS, the Township of West Orange desires to retain the services of a grant writer for the purpose of seeking government and other grants to perform services for the Township; and

WHEREAS, the Township issued a request for quotations; and

WHEREAS, the Township received three (3) quotations from (i) BRS, Inc. of Medford, New Jersey at a monthly rate of \$4,700 - \$8,700 plus additional services at between \$70-\$140 per hour; (ii) Millennium Strategies, LLC of Caldwell, New Jersey at a rate of \$2,333.33 per month; and (iii) Bruno Associates, Inc. of Clifton, New Jersey at the rate of \$2,041.66 per month; and

WHEREAS, the Township has reviewed the submissions and determines that Millennium Strategies, LLC best meets the requirements of the Township based upon its experience, employees and expertise which includes current and former municipal and other governmental employees. Millennium's capabilities reflect that in 2015 they successfully obtained grants totaling approximately \$39 million for their various clients, including Fort Lee, Hoboken, Jersey City, Moonachie, Nutley and Paramus. In addition, Millennium has a full time research associate, 9 grant writers and appropriate support staff; and

WHEREAS, the Bruno submission was at a slightly less expensive rate of approximately \$2,041.66 per month or \$24,500. per annum, but Bruno's submission did not reflect the years of services, current services to its clients; and staffing relative to the municipal services sought in

this matter. The Resumes submitted are not in the immediate vicinity of the Township nor of the nature of the work sought by the Township;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council of the Township of West Orange hereby authorizes the Township to enter into a one-year contract with Millennium Strategies, LLC of Caldwell, New Jersey at a rate of \$2,333.33 per month or \$28,000 in the aggregate, inclusive of all travel time and expenses with the provision whereby either party may terminate the Contract on 14 days' written notice for the period May 1, 2016 through April 30, 2017;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that a copy of this Resolution shall be advertised in accordance with applicable law.

This Resolution shall be available for inspection in the Clerk's Office during normal business hours in accordance with all applicable statutes.

Karen J. Carnevale, R.M.C.
Township Clerk

Victor Cirilo
Council President

Adopted: April 5, 2016

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
PTA Hazel Avenue School On Prem 50/50	May 13, 2016	51 Conforti Ave.	7289
PTA Hazel Avenue School Tricky Tray	May 13, 2016	51 Conforti Ave.	7290
Franciscan Charities Inc Off Prem 50/50	September 19, 2016	350 Mt. Pleasant Ave	7291
North Essex Chamber of Commerce On Prem 50/50	April 11, 2016	111 Prospect Avenue	7292
PTA Roosevelt Middle School On Prem 50/50	May 4, 12, 14, 15, 23, 2016	36 Gilbert Place	7293
St Peters Nursery School On Prem 50/50	May 6, 2016	653 Eagle Rock Avenue	7294

Karen J. Carnevale, R.M.C., Municipal Clerk

Victor Cirilo, Council President

Adopted: April 5, 2016

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to retain an Agent for Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for Township’s Government Energy Aggregation (GEA) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, the Agent for Residential Energy Aggregation Consulting Services will, in part, assist in the implementation of a procurement process to retain a Third Party Electrical Supplier; and

WHEREAS, the Township published a Request for Proposal (“RFP”) seeking an Agent for Residential Energy Aggregation Consulting Services; and

WHEREAS, the Township received two proposals in response to its RFP; and

WHEREAS, the Township established an Evaluation Committee (the “Committee”) to review and score the proposals; and

WHEREAS, the Committee issued a report which recommended that the West Orange award the Contract for Residential Energy Aggregation Consulting Services to Gabel Associates, a copy of the Report is Annexed hereto as Exhibit “**A**;” and

WHEREAS, Gabel Associates is a qualified Government Energy Aggregation Consultant who has demonstrated a positive track record related to electric and natural gas procurement on behalf of the local units in the State of New Jersey; and

WHEREAS, Gabel Associates has agreed to perform Residential Energy Aggregation Consulting Services for the Township consistent with the terms and provisions of an Agreement, annexed hereto as Exhibit “**B**” and the terms and provisions of its proposal dated February 9, 2016; and

WHEREAS, there the Agreement has been set up to minimize potential costs for the Township which only arise in the event that the Township proceeds with a procurement process for Third Party Electrical Suppliers, received bids, but opts not to retain a Third Party Electrical Supplier.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement for Residential Energy Aggregation Consulting Services, annexed hereto as Attachment “**A;**” and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Agreement for Residential Energy Aggregation Consulting Services; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: April 5, 2016

Exhibit “A”



Township of West Orange

66 Main Street West Orange, NJ 07052

ADMINISTRATION AND FINANCE

ROBERT D. PARISI

Mayor

ANNE DeSANTIS

Purchasing Agent

Tel: 973-325-4056

Fax: 973-736-8380

Report

Evaluation and Recommendation of an Award for the Residential Energy Aggregation Consulting Services

Date: March 30, 2016

This report is prepared in accordance with the requirements of the competitive contracting under the Local Public Contracts Law, N.J.S.A.40A:11-4.1 et seq., for reasons explained herein.

History

The New Jersey Legislature approved the Government Aggregation Act in 2003. This Act was meant to ensure the benefits of energy deregulation would be passed on to the consumers in the form of lower costs and greater choice of suppliers. The West Orange Township Council adopted Ordinance 22381-13 on August 24, 2013 in order to take advance of this action for the West Orange residents.

At that time through a request for qualifications process, Gabel Associates was awarded a contract through resolution to provide residential energy aggregation consulting services. Gabel Associates provided the Township all that was needed to secure a beneficial contract with Consolidated Edison Solutions. This contract ended in December 2015 along with the contract with the Gabel Associates.

To comply with a "Fair and Open " process to secure another consulting service going forward, the Township Council passed a resolution 272-15 on November 24, 2015, authoring the use of competitive contracting for these consulting services.

In conformance with the competitive contracting process, pursuant to the local public contract laws, the Purchasing Agent for the Township solicited proposals for Residential Energy Aggregation Consulting Services. The requirements for these services was outlined in the Township's request for proposal ("RFP").

The RFP was advertised in the "Star Ledger" on January 19, 2016 and was also included on the Township's website. The RFP had a submission date and time of February 9, 2016 at 11:00 am.

At the date and time designated, the following two company's submitted proposals:

Gabel Associates
417 Denison Street
Highland Park, New Jersey 08904

Premiere Marketing, LLC d/b/a/ Premiere Energy Auctions (PEA)
75 Lane Road, Suite 203
Fairfield, New Jersey 07004

Evaluation

The methodology for the awarding of competitive contracts is based on an evaluation and ranking, which shall be include technical, management, and cost pursuant to the Local Public Contracts Law.

A committee was formed to review and evaluate proposals received. The committee members are Anne DeSantis, Purchasing Agent, QPA, Nick Salese, Assistant Director of Public Works/Recycling Coordinator, and John O. Gross, Chief Financial Officer.

Evaluation sheets are attached with the following results:

Scoring weight 1-100

Anne DeSantis
Gabel Associates 49
PEA 44

Nicola Salese, Sr.
Gabel Associates 49
PEA 39

John O. Gross
Gabel Associates 32
PEA 30

Recommendation:

Gabel Associates is recommended for the award for the West Orange Residential aggregation Consulting Services. They have outstanding experience and a proven track record helping Municipalities get the best rates from third party electric suppliers.

Submitted by:
Anne DeSantis, QPA, RPPO

Completed by:

Open Le Santos

Weighting *	Technical					Management					Cost					TOTAL	TOTAL WEIGHTED
	10	5	10	10	10	10	15	15	10	10	5	5	5	5	5		
Notes Reference:	A	B	C	D	E	F	G	H	I	J	K						
Selection Criteria:	Data Collection	Reverse Auction Platform	Resident Outreach Program	NJBP Compliance	RFP Document Compliance	Experience With Municipalities	Personnel qualifications, experience	Vendor References	History of legal compliance	Rate	Additional Costs						
Score Range	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5						
1																	
2																	
3																	

- 1 - Poor or Unsatisfactory
- 2 - Weak / Below Average
- 3 - Average or Satisfactory
- 4 - Good / Above Average
- 5 - Excellent

Completed by:

CMSS

		Weighting *													
		A	B	C	D	E	F	G	H	I	J	K			
Notes Reference:		Technical										Management		Cost	
	Selection Criteria:														
	Data Collection														
	Reverse Auction Platform														
	Resident Outreach Program														
	NJBPU Compliance														
	RFP Document Compliance														
	Experience With Municipalities														
	Personnel qualifications , experience														
	Vendor References														
	History of legal compliance														
	Rate														
	Additional Costs														
	TOTAL												1 - 100	32	
	TOTAL WEIGHTED												1 - 500	30	
1	Score Range	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5		
1	Gabel Assoc.	3	3	3	3	3	3	3	3	3	3	3	3	32	
2	PEA	3	3	3	3	3	3	3	3	3	3	3	3	30	
3															

- 1 - Poor or Unsatisfactory
- 2 - Weak / Below Average
- 3 - Average or Satisfactory
- 4 - Good / Above Average
- 5 - Excellent

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this _____ day of April, 2016 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County ("West Orange"), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange desires to retain an Agent for Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for West Orange's Government Energy Aggregation (GEA) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, West Orange published a Request for Proposal ("RFP") seeking an Agent for Residential Energy Aggregation Consulting Services; and

WHEREAS, West Orange received two proposals in response to its RFP; and

WHEREAS, West Orange established an Evaluation Committee (the "Committee") to review and score the proposals; and

WHEREAS, the Committee recommended that the West Orange award the Contract for Residential Energy Aggregation Consulting Services to Gabel Associates; and

WHEREAS, Gabel Associates has agreed to perform Residential Energy Aggregation Consulting Services for West Orange consistent with the terms and provisions of this Agreement and the terms and provisions of its proposal dated February 9, 2016; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement for a period of three (3) years (the "Initial Term"). After the expiration of the Initial Term, West Orange shall have the right to renew or extend the terms and condition of this Agreement for an additional amount needed for the completion of the Third Party Electrical Supply Contract (the "Extension Term"). The Extension Term, however, shall not be greater than an additional two (2) years. The Extension Term shall automatically occur unless West Orange issues notice to Consultant on twenty (20) days notice that the Extension Term shall not be granted.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates, the subject of this Agreement are as follows. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

A) Government Energy Aggregation Services (GEA):

Consultant shall assist West Orange in managing its GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement

process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (BPU) regulators and Third Party Electrical Suppliers (TPS). The services provided by Gabel shall include, but are in no way limited to, the following:

Education:

Consultant shall meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Consultant shall create formulable public outreach program(s) and marketing strateg(ies).

Data Collection:

Consultant shall perform all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed TPSs. Consultant shall analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Consultant shall recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications for award of a Third Party Electrical Supply Contract ("TPS Contract") to a NJBPU licensed TPS. Consultant shall prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, Consultant shall contact all NJBPU licensed TPSs to make them aware of the bid and ensure that all TPSs received a bid package. Consultant shall attend bid opening, review all responses, analyze all bid results, and provide its recommendations for award of the TPS Contract. If bid results are not favorable to the West Orange, the Consultant will make appropriate recommendations on how to proceed. In the event of an award, the

Consultant shall work with the winning TPS to ensure that the proper accounts are enrolled and or transitioned to the new TPS.

Energy Advisory Services:

Once the electric energy bid is authorized, Consultant shall continue to monitor the TPS Contract for any potential problems with the TPS until the end of the TPS Contract. Consultant must continue to advise and provide support to West Orange, including but not limited to such issues as the resolution of billing issues that may arise. Consultant shall monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. Consultant shall monitor and evaluate the TPS's standing and services.

Client Relationship:

Consultant shall with West Orange representatives during and after the bidding process, at the request of said members. Consultant shall be available in person, by phone and by e-mail when necessary, and when asked for by a West Orange representative or municipal officer, at no additional cost.

3. BENCHMARKS AND CONTINGENCIES

Consultant shall prepare and administer a procurement strategy consistent with all BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, Consultant shall release the RFP for the TPS Contract within three (3) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the

date of publication of the RFP, or not less than six (6) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, West Orange shall have the option to cancel this Agreement on five (5) days' written notice to Consultant, and upon adoption of a resolution by the Township Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Gabel Associates pursuant to Section 2 of this Agreement, Gabel Associates shall be paid by the winning TPS. The Request for Bids for the TPS Contract shall require that Bid Prices include an energy agent fee of \$.00071 per kilowatt hour. The TPSs shall include this agent fee in their bid prices and the winning TPS will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning TPS would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. Gabel Associates will also bear the cost of obtaining usage data for commercial customers. No management fees will be collected by Gabel Associates unless and until a TPS Agreement is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected TPS pursuant to applicable GEA Rules. Two mailings are necessary for a successful GEA: the first will serve to inform the public that a GEA is being implemented in West Orange and that a public information session is being held; and the second will be sent after a winning TPS is chosen and will contain pricing and opt-out provisions. Costs for the initial informational mailer will be paid up-front by Gabel Associates and recovered from the selected TPS. The second mailer will be the responsibility of the selected TPS. If the RFP process does not result in any beneficial proposals

and as a result the Township does not award a contract to a TPS, Gabel Associates will absorb the costs associated with the initial information mailer. If the RFP process does result in a beneficial proposal but the Township decides that it will nonetheless not award a contract to a TPS, Gabel Associates will be reimbursed by West Orange for its out-of-pocket expenses for the initial informational mailer.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected TPS(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,
- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning TPS.

In the event natural gas supply or other services are subject to bid, Gabel Associates shall provide a fee proposal to West Orange for its review and consideration.

5. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

6. INSURANCE

Within ten (10) days of the Effective Date, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

5.1. Professional Liability

\$ 2,000,000.00

5.2. Workers Compensation and Employer's Liability

\$ 1,000,000.00

5.3. General Liability

\$2,000,000.00

5.4. West Orange is to be listed as Additional Insured with respect to the General Liability policy.

5.5 West Orange must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute guarantees.

8. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially

breaches any terms of this agreement and does not, within the thirty (30) days written notice period, cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

9. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

9. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

c. Entire Agreement.

This Agreement, including the incorporation of Consultant's Proposal, shall consist of the entire agreement of the parties. Both parties acknowledged that there are no side or oral agreements relating to the undertaking set forth herein. In the event that a provision of this Agreement conflicts with Consultant's Proposal, the provision of this Agreement shall govern.

d. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without approval of West Orange.

e. Affirmative Action.

The affirmative action provisions set forth in the documents attached hereto and incorporated herein and made a part hereof (Exhibit A).

f. Americans with Disability Act.

The Americans with Disability Act provisions as set forth in the documents attached hereto are incorporated herein and made a part hereof.

g. Waiver.

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

h. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective agents, heirs, executors, administrators, successors, or assigns.

i. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with any applicable provisions of the "Business Registration and Sales and Use Tax Requirements".

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

TOWNSHIP OF WEST ORANGE

NAME:

NAME:

TITLE:

TITLE:

WITNESS:

GABEL ASSOCIATES, INC



NAME: Holly Keld
TITLE: Vice President



NAME: Robert S. Childen
TITLE: Executive V.P.

4852-6615-0447, v. 1

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this _____ day of April, 2016 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County ("West Orange"), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange desires to retain an Agent for Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for West Orange's Government Energy Aggregation (GEA) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, West Orange published a Request for Proposal ("RFP") seeking an Agent for Residential Energy Aggregation Consulting Services; and

WHEREAS, West Orange received two proposals in response to its RFP; and

WHEREAS, West Orange established an Evaluation Committee (the "Committee") to review and score the proposals; and

WHEREAS, the Committee recommended that the West Orange award the Contract for Residential Energy Aggregation Consulting Services to Gabel Associates; and

WHEREAS, Gabel Associates has agreed to perform Residential Energy Aggregation Consulting Services for West Orange consistent with the terms and provisions of this Agreement and the terms and provisions of its proposal dated February 9, 2016; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement for a period of three (3) years (the "Initial Term"). After the expiration of the Initial Term, West Orange shall have the right to renew or extend the terms and condition of this Agreement for an additional amount needed for the completion of the Third Party Electrical Supply Contract (the "Extension Term"). The Extension Term, however, shall not be greater than an additional two (2) years. The Extension Term shall automatically occur unless West Orange issues notice to Consultant on twenty (20) days notice that the Extension Term shall not be granted.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates, the subject of this Agreement are as follows. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

A) Government Energy Aggregation Services (GEA):

Consultant shall assist West Orange in managing its GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement

process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (BPU) regulators and Third Party Electrical Suppliers (TPS). The services provided by Gabel shall include, but are in no way limited to, the following:

Education:

Consultant shall meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Consultant shall create formulable public outreach program(s) and marketing strateg(ies).

Data Collection:

Consultant shall perform all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed TPSs. Consultant shall analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Consultant shall recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications for award of a Third Party Electrical Supply Contract ("TPS Contract") to a NJBPU licensed TPS. Consultant shall prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, Consultant shall contact all NJBPU licensed TPSs to make them aware of the bid and ensure that all TPSs received a bid package. Consultant shall attend bid opening, review all responses, analyze all bid results, and provide its recommendations for award of the TPS Contract. If bid results are not favorable to the West Orange, the Consultant will make appropriate recommendations on how to proceed. In the event of an award, the

Consultant shall work with the winning TPS to ensure that the proper accounts are enrolled and or transitioned to the new TPS.

Energy Advisory Services:

Once the electric energy bid is authorized, Consultant shall continue to monitor the TPS Contract for any potential problems with the TPS until the end of the TPS Contract. Consultant must continue to advise and provide support to West Orange, including but not limited to such issues as the resolution of billing issues that may arise. Consultant shall monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. Consultant shall monitor and evaluate the TPS's standing and services.

Client Relationship:

Consultant shall with West Orange representatives during and after the bidding process, at the request of said members. Consultant shall be available in person, by phone and by e-mail when necessary, and when asked for by a West Orange representative or municipal officer, at no additional cost.

3. BENCHMARKS AND CONTINGENCIES

Consultant shall prepare and administer a procurement strategy consistent with all BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, Consultant shall release the RFP for the TPS Contract within three (3) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the

date of publication of the RFP, or not less than six (6) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, West Orange shall have the option to cancel this Agreement on five (5) days' written notice to Consultant, and upon adoption of a resolution by the Township Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Gabel Associates pursuant to Section 2 of this Agreement, Gabel Associates shall be paid by the winning TPS. The Request for Bids for the TPS Contract shall require that Bid Prices include an energy agent fee of \$.00071 per kilowatt hour. The TPSs shall include this agent fee in their bid prices and the winning TPS will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning TPS would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. Gabel Associates will also bear the cost of obtaining usage data for commercial customers. No management fees will be collected by Gabel Associates unless and until a TPS Agreement is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected TPS pursuant to applicable GEA Rules. Two mailings are necessary for a successful GEA: the first will serve to inform the public that a GEA is being implemented in West Orange and that a public information session is being held; and the second will be sent after a winning TPS is chosen and will contain pricing and opt-out provisions. Costs for the initial informational mailer will be paid up-front by Gabel Associates and recovered from the selected TPS. The second mailer will be the responsibility of the selected TPS. If the RFP process does not result in any beneficial proposals

and as a result the Township does not award a contract to a TPS, Gabel Associates will absorb the costs associated with the initial information mailer. If the RFP process does result in a beneficial proposal but the Township decides that it will nonetheless not award a contract to a TPS, Gabel Associates will be reimbursed by West Orange for its out-of-pocket expenses for the initial informational mailer.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected TPS(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,
- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning TPS.

In the event natural gas supply or other services are subject to bid, Gabel Associates shall provide a fee proposal to West Orange for its review and consideration.

5. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

6. INSURANCE

Within ten (10) days of the Effective Date, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

5.1. Professional Liability

\$ 2,000,000.00

5.2. Workers Compensation and Employer's Liability

\$ 1,000,000.00

5.3. General Liability

\$2,000,000.00

5.4. West Orange is to be listed as Additional Insured with respect to the General Liability policy.

5.5 West Orange must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute guarantees.

8. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially

breaches any terms of this agreement and does not, within the thirty (30) days written notice period, cure the breach.

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SIGNATURE PAGE AFFIXED HERETO

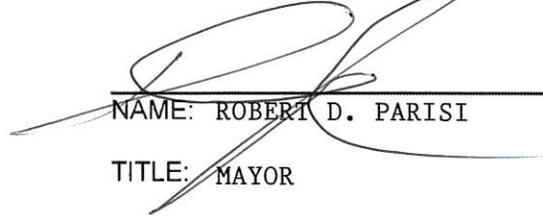
IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:


NAME: KAREN J. CARNEVALE, R.M.C.

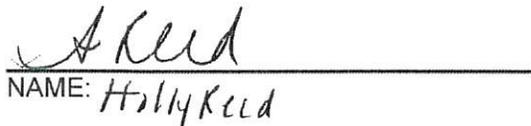
TITLE: MUNICIPAL CLERK

TOWNSHIP OF WEST ORANGE


NAME: ROBERT D. PARISI

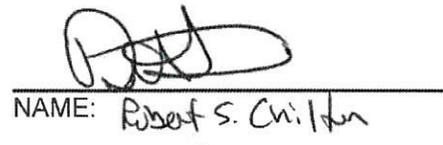
TITLE: MAYOR

WITNESS:


NAME: Holly Keel

TITLE: VCU President

GABEL ASSOCIATES, INC


NAME: Robert S. Childers

TITLE: Executive V.P.

4852-6615-0447, v. 1