



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 06/16/14 07:00 PM

2014 RESOLUTION AGREEMENTS

RESOLUTION OF THE TOWNSHIP COUNSEL OF THE TOWNSHIP OF BLOOMFIELD, COUNTY OF ESSEX, NEW JERSEY AUTHORIZING A GOVERNMENTAL ENERGY AGGREGATION PROGRAM AND APPOINTING COMMERCIAL UTILITY CONSULTANTS, INC. AS ENERGY AGENT TO ASSIST THE TOWNSHIP IN THE IMPLEMENTATION OF THE TOWNSHIP'S ENERGY AGGREGATION PROGRAM AND MAKING OTHER DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric and natural gas utility markets; and

WHEREAS, the establishment of a governmental energy aggregation program ("GEA Program") to purchase electric generation service and natural gas pursuant to the Government Energy Act of 2003, *N.J.S.A. 48:3-93.1 et seq.* ("Act") and the New Jersey Board of Public Utilities' implementing rules at *N.J.A.C. 14:4-6.1 et seq.* ("Rules") will increase competition for the provision of electric power and natural gas to residential and non-residential electricity and gas ratepayers, thereby increasing the likelihood of lower electric rates and natural gas rates for these users without causing an interruption in service; and

WHEREAS, under a GEA Program the residential and non-residential electricity and gas ratepayers may have the opportunity to receive a direct reduction in their electric bills and gas bills through the bulk purchase of energy from a third-party energy supplier; and

WHEREAS, the realization of energy costs savings is in the interests of the health, safety and welfare of the residents of the TOWNSHIP OF BLOOMFIELD, County of ESSEX, New Jersey ("TOWNSHIP"); and

WHEREAS, pursuant to an ordinance adopted by the TOWNSHIP OF BLOOMFIELD on June 2, 2014 ("Prior Ordinance"), the TOWNSHIP OF BLOOMFIELD publicly declared its intent to

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Diana J. Lora
Director of Law - Township Attorney

commence a GEA Program within the TOWNSHIP OF BLOOMFIELD and to become an aggregator of electric power and natural gas on behalf of its residential and non-residential electricity and gas ratepayers pursuant to the Act and the Rules; and

WHEREAS, pursuant to the "Local Unit Electronic Technology Pilot Program and Study Act" (P.L. 2001, c.30) ("E-Procurement Act"), administered by the New Jersey Department of Community Affairs ("DCA"), the State of New Jersey has established a pilot program for the electronic purchase of certain commodities and services; and

WHEREAS, the E-Procurement Act allows municipalities in the State of New Jersey to purchase commodities and services, including energy supply, through online bidding and reverse auction programs approved by the DCA without the requirement of the traditional public advertisement and bidding requirements contained in the New Jersey Local Public Contracts Law (*N.J.S.A. 40A:11-1 et seq.*); and

WHEREAS, pursuant to the Prior Ordinance, the TOWNSHIP OF BLOOMFIELD appointed Commercial Utility Consultants, Inc. ("CUC") to assist the TOWNSHIP OF BLOOMFIELD with the selection of a third-party energy supplier in connection with its energy aggregation program through the use of CUC's Reverse Energy Auction Platform pursuant to the E-Procurement Act; and

WHEREAS, the TOWNSHIP OF BLOOMFIELD believes that it will benefit from the assistance of CUC, which has been approved by the New Jersey Board of Public Utilities ("BPU") to serve as an Energy Agent as defined in the Rules, with the GEA Program; and

WHEREAS, CUC has agreed to serve as the Energy Agent for the TOWNSHIP OF BLOOMFIELD'S GEA Program at no cost to the TOWNSHIP OF BLOOMFIELD; and

WHEREAS, the TOWNSHIP OF BLOOMFIELD hereby finds that it is in the best interests of residential and non-residential electricity and gas ratepayers of the TOWNSHIP OF BLOOMFIELD to appoint CUC to serve as Energy Agent in connection with the GEA Program pursuant to the E-Procurement Act.

NOW, THEREFORE BE IT RESOLVED, by the TOWNSHIP COUNSEL of the TOWNSHIP OF BLOOMFIELD in the County of ESSEX, New Jersey, duly assembled in public session, as follows:

1. The TOWNSHIP OF BLOOMFIELD hereby appoints CUC to serve as Energy Agent to assist the TOWNSHIP OF BLOOMFIELD with the administration of its energy aggregation program, all at no cost to the TOWNSHIP OF BLOOMFIELD.
2. The Mayor, Chief Financial Officer, Treasurer or other municipal officer is hereby authorized and directed to execute, on behalf of the Township, any documents necessary to carry out the purpose of this Resolution.
3. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.
4. This resolution shall take effect immediately upon adoption.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on June 16, 2014.

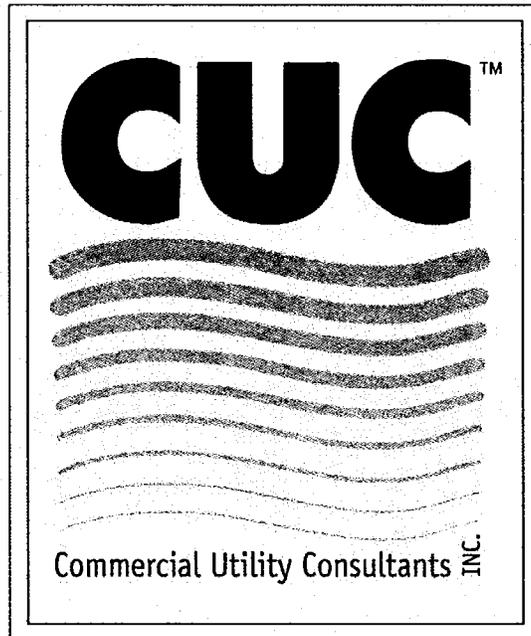


 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3711						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Tabled						
<input type="checkbox"/> Approved						
<input type="checkbox"/> Approved by Consensus						
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Approved No Vote						
<input type="checkbox"/> Deferred						
	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Nicholas Joánow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Government Aggregation Agreement

CUC and the Township of Bloomfield

Date of Agreement: _____

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AGREEMENT

This Agreement is entered into as of _____ ("Effective Date") between Commercial Utility Consultants, Inc. (CUC) with headquarter offices at 1556 McDaniel Drive, West Chester PA, and the TOWNSHIP OF BLOOMFIELD with offices at 1 Municipal Plaza, Bloomfield NJ 07003. ("Customer")

1. Engagement

CUC has been retained by Customer, at no cost to Customer, to provide energy management and aggregation consulting services, including procurement services for the supply of energy and related services, including but not limited to, electricity and natural gas. Subject to the terms and conditions of this Agreement, Customer hereby engages CUC to provide the energy management and aggregation services, as further described options on Schedule 1, for the accounts and/or facilities listed in separate Letter(s) of Authorization (LOAs) signed and submitted by Customer in the form attached hereto as Schedule 2.

2. Nature of Relationship

All Services performed by CUC on behalf of Customer shall be as an independent contractor and not as an agent or employee of Customer. It is the intention of the parties that no employer/employee, partnership, joint venture, or other similar relationship is created hereby. CUC shall have no authority to bind Customer to any commitment, contractual or otherwise, other than for Customer's use of the CUC online reverse energy auction platform. CUC shall obtain payment solely from the third-party energy supplier ("Supplier") which is ultimately retained by the Customer for the supply of energy and/or energy related services to the accounts listed in the applicable LOA pursuant to the online reverse auction administered by CUC in connection with the energy aggregation program.

3. Compensation

There will be no fees or other charges to be paid by Customer to CUC for the services performed by CUC in connection with this Agreement and Customer shall be under no obligation to make any payments to CUC in connection with this Agreement. CUC agrees it will seek compensation solely from the Supplier for operation of the online reverse energy auction. The fees to be charged by CUC to the Supplier for the online reverse energy auction are outlined on schedule 1.

4. Term and Termination



This Agreement shall continue for a term of two years beginning on the Effective Date of this Agreement first set forth above and thereafter on a year-to-year basis until terminated by either party upon not less than sixty (60) days written notice prior to the then current term.

Notwithstanding the foregoing, if Customer contracts for the supply of energy and/or energy related services the term of this Agreement shall be extended through the expiration date of the last supply contract for each applicable account. In the event a Customer transaction has extended the term of this Agreement for any specific account as described above, such termination will take effect at the expiration of the last supply contract for such account.

5. Confidentiality

Both Customer and CUC agree that information exchanged between the parties, and not publicly available, shall be deemed proprietary to the disclosing party and shall not be divulged to anyone, other than suppliers participating in the energy or energy related services solicitation or CUC licensor, without written authorization from the disclosing party, with the exception of Aggregate Information gathered by CUC in the course of its operation. "Aggregate Information" is information that describes the habits, pricing data, usage patterns and/or demographics of Customer and other users as a group but does not reveal Customer's identity.

6. Use of Procurement Platform

CUC hereby grants to Customer, for the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable license to access and use its online procurement system and related documentation ("Procurement Platform") solely for internal use. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, decompile, create derivative works from, transfer, or sell any software, products or services obtained from the website of the Procurement Platform.

7. Indicative and Executable Events

Customer agrees that for the accounts listed in the LOA that use an Indicative and Executable auctions, an "Indicative event" is to request pricing for Customer's energy procurement needs and allow suppliers to pull data and send market pricing. An "Executable event" is a supplier's executable response of price, contract and/or terms and conditions of sale. When a supplier provides an executable offer to the Customer for its energy requirements, supplier retains the right to alter or withdraw its offer any time prior to its acceptance by Customer. By accepting an executable offer, Customer acknowledges that, once accepted by Customer on CUC's auction system, the accepted offer immediately constitutes a binding contractual agreement containing the designated contractual terms and conditions, together with the other terms contained in the offer, agreed to by both Customer and supplier. No additional changes to price, term, contract



language, etc. will or can be made without written consent of all parties. Any hard copy contracts or signature pages that follow between supplier and Customer are done so only as a formality. If a dispute arises between the Customer and supplier, CUC will provide data to support the events that actually occurred.

8. Warranty and Disclaimer

CUC AND ITS SUPPLIERS AND LICENSORS MAKES NO WARRANTY WHATSOEVER AS TO THE PROCUREMENT PLATFORM, THE ACCURACY OF SUPPLIER INFORMATION, THE RELIABILITY OF ANY SUPPLIER, OR ANY SERVICES OR PRODUCTS PROVIDED BY CUC HEREUNDER, EXPRESS OR IMPLIED. CUC AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL CUC OR ITS SUPPLIERS' OR LICENSORS' LIABILITY ARISING HEREUNDER EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY COLLECTED BY CUC WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT, AND (II) ONE THOUSAND U.S. DOLLARS (\$1,000).

10. Limitation of Damages

IN NO EVENT SHALL CUC, ITS SUPPLIERS OR LICENSORS OR THEIR RESPECTIVE OFFICERS, AFFILIATES, EMPLOYEES AND AGENTS BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF CUC OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment

Customer shall not assign all or any portion of its rights, or delegate all or any portion of its duties under this Agreement without obtaining the prior written consent of CUC. Any assignment without such consent shall be null and void and no such assignment shall relieve Customer of any of its obligations or duties under this Agreement.



12. Governing Law

The validity, construction, and enforcement of this Agreement shall be governed by and construed, and enforced in accordance with the laws of the State of New Jersey, and the venue for any action brought hereunder shall be located in the State of New Jersey.

13. Entire Agreement

This Agreement and any schedules hereto constitute the entire agreement between the parties hereto. This Agreement shall not be modified in any manner, except by an instrument in writing, executed by both parties hereto.

14. CUC Indemnity

CUC shall hold the Township harmless and indemnify the Township with regard to any obligations which CUC fails to perform or improperly performs pursuant to the Electric Distribution Company Aggregation Agreement executed by the Township, CUC and relevant local distribution company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Commercial Utility Consultants, Inc.

By: _____

Print name: Stacia M. Scaduto

Title: VP of Operations

Date: _____

Attest: _____

Township of Bloomfield

By: *Michael Venezia*

Print name: Michael J. Venezia

Title: Mayor

Date: 6/17/14

Attest: *Spouse M. Venezia*
Municipal Clerk



SCHEDULE 1 - ENERGY MANAGEMENT SERVICES

Once the municipality passes the ordinance, CUC will complete the following steps in support of the GEA program. CUC will also provide templates for all documents required for the program.

Residential Opt Out Process (Option 2-A)

1. Obtain a copy of the ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Obtain a copy of the municipality's logo in high resolution in jpeg, tiff or png format. This is needed for advertising & the Opt-out letter.
3. Obtain tax rolls to be used to cross reference all residents in the municipality's boundaries for Opt-out options.
4. Develop an outreach and marketing plan with the municipality.
5. Provide an "appointing resolution" which allows the municipality to appoint CUC as the Energy Agent. Obtain a copy for records.
6. Provide a Government Aggregation Agreement (GAA) to be signed by the Municipality and CUC. This is CUC's contract with town that outlines our responsibilities to the town through this program. Three (3) original signed copies are required.
7. Provide Local Distribution Company (LDC) Agreements to be signed by the municipality. This is the agreement between utility company & municipality. Three (3) original signed copies are required.
8. Send draft bid documents (RFP & SSA) to BPU and Rate Counsel for 15 day review.
9. Send signed GAA & LDC agreements to the appropriate utility company for their execution and request usage data (including capacity and transmission).
10. Receive data from LDC and prepare for auction.
11. After comments from BPU and Rate Counsel send back comments, prepare final bid docs and send to suppliers. Allow 2 weeks for review, Q & A, and submission for qualification documents.
12. Notify municipality that the bid docs have been sent to all suppliers and the auction date has been set.
13. Conduct auction for municipality & supply savings estimate. Determine what pricing structure best suits municipality in order to award the contract. Based on market conditions, additional auctions may be ran.
14. Provide municipality with documents to proceed with signing the Supplier Services Agreement (SSA). This is a resolution to accept the pricing and a letter of intent.

15. Provide a Supplier Services Agreement (SSA) to be executed by the municipality & winning supplier. This has already been reviewed by BPU/RC and so nominal changes may be considered.
16. Provide all parties with executed copies of the SSA.
17. Notify LDC of winning supplier and obtain eligible customer account information.
18. Review Opt-Out letter with municipality and obtain signature.
19. Provide winning supplier with customer data (name, address and account #) to prepare for Opt-out letter to be sent.
20. Facilitate 30 day Opt-out period once Opt-out letter is sent by supplier.
21. Manage all Opt-Out calls through CUC and/or supplier call center, Opt Out letters and njaggregation.us website.
22. Assist with transferring residents to TPS service.
23. Continue to monitor and provide quarterly savings reports to council.
24. Start the reverse energy procurement process 4 months prior to TPS contract end date.

If Municipality is establishing or joining a Co Op; the following steps will be added to CUC's responsibilities:

1. Provide resolution to Lead Agency to form Co Op & obtain a copy. Assist with getting other municipalities to join.
2. Obtain a letter from Lead Agency which will be sent to the DCA stating that CUC is the point of contact for the Co Op.
3. Provide resolution to participant members to join Co Op & obtain a copy.
4. Provide a Cooperative Pricing agreement which is the contract between all participants in Co Op.
5. Complete the CP-2001 form send to DCA to register the Co Op.
6. Receive notification from DCA that Co Op has been duly registered.

Commercial Opt In Process (Option 2-A)

1. Obtain a copy of the ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Send draft bid documents (RFP & SSA) to BPU and Rate Counsel for 15 day review
3. Request from LDC all eligible customers for OPT IN options.
4. Provide a draft letter with OPT IN options for signature.
5. Facilitate mailing for OPT IN letter and provide support via 800 #, www.njaggregation.us, mailer as well as outreach meetings.
6. At expiration of OPT IN period CUC will conduct an energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).



7. Present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. Based on market conditions, additional auctions may need to be ran at later dates.
8. Facilitate contract execution between both the government agency and the winning supplier in the aggregation program.
9. Inform the LDC of the winning supplier.
10. CUC will collaborate with winning supplier to provide each eligible commercial customer a second letter. The letter will include information of winning supplier, along with the price and terms of the agreement.
11. CUC will facilitate local LDC to send a third and final letter to property owners letting them know when the switch date will be.
12. Facilitate with winning supplier and LDC service to all customers will begin promptly at the next meter read date following the execution of all agreements.
13. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process 4 months prior to TPS contract end date.

CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, TOWNSHIP OF BLOOMFIELD and Commercial Utility Consultants, LLC. In this regard, when any section of such aggregation agreement refers to a responsibility that is potentially a joint responsibility of TOWNSHIP OF BLOOMFIELD and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the TOWNSHIP OF BLOOMFIELD relative to same. However, the above notwithstanding, if the obligation can only be performed by the TOWNSHIP OF BLOOMFIELD, given its status as a governmental unit, then in such event CUC shall promptly provide the TOWNSHIP OF BLOOMFIELD with written notice of such requirement. The TOWNSHIP OF BLOOMFIELD shall perform same within a reasonable time after receipt of such notice.

CUC fee \$0.00175 KWH & \$ 0.15 DTH



ELECTRIC DISTRIBUTION COMPANY AGGREGATION AGREEMENT

THIS ELECTRIC DISTRIBUTION COMPANY AGGREGATION AGREEMENT, made and entered into this ____ day of _____, 20__, between Public Service Electric and Gas Company (the “Company”), a corporation and a public utility organized and existing under the laws of the State of New Jersey, and the TOWNSHIP OF BLOOMFIELD a municipality of the State of New Jersey (the “Aggregator”. The Company and the Aggregator are hereinafter sometimes referred to collectively as the “Parties”, or individually as a “Party”.

WITNESSETH:

WHEREAS, the Company is a public utility engaged, *inter alia*, in the transmission and distribution of electric energy within its service territory located in the State of New Jersey; and

WHEREAS, pursuant to Government Energy Aggregation Act, N.J.S.A. 48:3-93 et seq. (the “Aggregation Act”), the Aggregator seeks to establish a Government Energy Aggregation Program for the provision of electricity (the “Program”) within the Company’s Service Territory;

WHEREAS, pursuant to the Aggregation Act and in accordance with the Applicable Legal Authorities, the Aggregator has adopted an appropriate municipal ordinance or resolution, as applicable, authorizing the Aggregator to establish the Program and has provided a copy of that ordinance or resolution to the Company; and

WHEREAS, with respect to the Program, the Parties desire to enter into this Electric Distribution Company Aggregation Agreement (“Agreement”) setting forth their respective obligations concerning the Program:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

Any capitalized or abbreviated term not elsewhere defined in the Agreement shall have the definition set forth in this Article.

Applicable Legal Authorities – generally, those New Jersey statutes and administrative rules and regulations that govern the electric utility industry, Government Aggregators and Government Energy Aggregation Programs in New Jersey.

Billing Month – generally, that calendar month in which the majority of the Company’s meters are read for the purpose of establishing the electric service usage of Customers for their prior 26 to 35 day period.

BPU or “Board” – the New Jersey Board of Public Utilities or its successor.

Business Day – any day on which the Company’s corporate offices are open for business.

Charge – any fee, charge or other amount that is billable by the Company to the Aggregator for services performed by the Company under this Agreement, as set forth in Appendix A.

Customer – a person or entity taking service pursuant to the Company’s retail tariff, who may receive electricity from a Third Party Supplier in accordance with the Applicable Legal Authorities at a single, metered location.

Customer Information – for Customers located within the Aggregator’s jurisdictional territory, the Customer’s name, address, account number, and, for Non-Residential Customers, 12-Month Historical Usage.

Electric Related Service – service that is directly related to the consumption of electricity by an end user, including, but not limited to the installation of demand side management measures at the end user’s premises, the provision of energy consumption measurement, analysis, and information management, and billing services, as authorized by the Board pursuant to N.J.S.A. 48:3-94(4)(b).

General Customer Inquiry – an inquiry from a customer regarding electric distribution-related services provided by the Company.

Government Aggregator – an entity that meets both of the following criteria: (1) the entity is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq., the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq., or is the New Jersey School Boards Association and (2) the entity enters into a contract with another Government Aggregator, or with a Third Party Supplier, to purchase electric generation service, electric related service, gas supply service, and/or gas related service

for one or more of the following purposes: (a) for the Government Aggregator's own use, (b) for the use of other Government Aggregators, and/or (c) if the Government aggregator is a municipality or county, for use by Residential or Non-Residential Customers within its geographic boundaries.

Government Energy Aggregation Program – a program under which a Government Aggregator that is a municipality or county enters into a written contract for the provision of electric generation service or gas supply service on behalf of Residential or Non-Residential Customers within its geographic boundaries.

Non-Residential Customer – a Customer who is being served under any one of the Company's Rate Schedules HS, GLP, LPL, HTS, PEP, BLP, BPL-POF, PSAL that is not a government entity that is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq., the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.

Notice – the form of notice provided by the Aggregator to Customers as required pursuant to N.J.A.C. 14:4-6.6 (q) through (s) (1) notifying them that the Aggregator is establishing a Government Energy Aggregation Program; (2) informing Residential Customers that they have the right to Opt-Out, but if no Opt-Out is submitted, that the Residential Customer will be included in the Program; (3) if applicable, informing Non-Residential Customers that they have the right to Opt-In, but, if no Opt-In response is submitted, that the Non-Residential Customer will be excluded from the Program; (4) informing them that any Opt-Out must be submitted to the Option Administrator within 30 calendar days after the postmark on the Notice; (5) advising them of the specific cost of participation in the Program, and any other information necessary to enable customers to compare the Program to other alternatives; (6) notifying them of the approximate start date of the Program and the Program's duration; and (7) providing a contract name, phone number and e-mail address for Specific Customer Inquiries.

Option Administrator – means the Party responsible for receiving and recording customer's submittals indicating that the Customer wishes to Opt-In or Opt-Out of the Government Energy Aggregation Program.

Opt-In – the process by which a Customer affirmatively indicates a choice to participate in a Government Energy Aggregation Program from which the Customer would otherwise be automatically excluded.

Opt-Out - the process by which a Customer affirmatively indicates a choice not to participate in a Government Energy Aggregation Program from which the Customer would otherwise be automatically included.

Program Change Notice – the form of notice provided by the Aggregator to Residential Customers participating in the Program as required pursuant to N.J.A.C. 14:4-6 et seq. (1) notifying them that (a) there has been a change in Third Party Supplier to the Program or (b) there has been a change in pricing structure for the Program and (2) informing them of their right to decline to continue to participate in the Program.

Residential Customer – a Customer who is being served under any one of the Company’s Rate Schedules RS, RHS, RLM, WH, WHS.

Service Territory – the geographic areas of the State of New Jersey in which the Company serves electric Customers.

Specific Customer Inquiry – an inquiry from a customer regarding the Government Energy Aggregation Program.

Third Party Supplier or “TPS” – a person or entity that is duly licensed by the Board to offer and to assume the contractual and legal responsibility to provide electric generation service to retail customers located in the State of New Jersey pursuant to retail open access programs approved by the Board.

12-Month Historical Usage – the amount of electricity used by a Customer or group of Customers during the most recent 12-month period for which data are available, including electric interval data, if available and requested.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Parties’ Obligations

(a) Obligations of Aggregator

Aggregator hereby agrees to meet the following obligations:

(i) to cooperate with the Company in any regulatory compliance efforts that may be required to maintain the on-going legitimacy and enforceability of the terms of this Agreement and to fulfill any regulatory and Company reporting requirements associated with the Program, before the BPU, with a copy to the Company on a concurrent basis;

(ii) to send the completed form of Notice to Residential Customers in accordance with N.J.A.C. 14:4-6.6 (q) through (s), and, if the Program is open to Non-Residential Customers, to issue a public notice advising Non-Residential Customers located within the Aggregator’s geographic boundaries that they are eligible to participate in the Program if they submit an Opt-In response to the Option Administrator within 30 calendar days after the ordinance or resolution authorizing the Program;

(iii) to act, either directly or through a designated agent, as Option Administrator and to keep a record of all of the Residential Customers who Opt-Out of the Program, and, if applicable, to keep a record of all of the Non-Residential Customers who Opt-In to the Program;

(iv) to pay to the Company all Charges associated with those obligations assumed by the Company with respect to the Program as set forth in Appendix A or as may otherwise be expended by the Company and is due the Company pursuant to Applicable Legal Authorities, but not to exceed _____ ;

(v) to respond to all Specific Customer Inquiries;

(vi) to provide the Company with supplemental information reasonably available to the Aggregator to assist the Company in defining the boundaries of the municipal jurisdiction for purposes of the Company's query of its customer system to develop a list of Residential Customers located in the Aggregator's geographic boundaries

(vii) to keep all Customer Information supplied by the Company confidential and exempt from public disclosure, as required by the Applicable Legal Authorities, unless otherwise required by court order or pursuant to an Open Public Records Act ("OPRA") request, and to limit any use or dissemination of Customer Information to facilitation of the Program. Notwithstanding the foregoing, the Parties agree that Customer Information is not subject to OPRA disclosure, and if an OPRA request is submitted to Aggregator it will not voluntarily disclose such information;

(viii) upon selecting a TPS, or TPSs, to supply electricity and/or electric related service to the Program, to promptly notify the Company in writing of the identity of the selected TPS(s); and

(ix) to comply in a timely manner with any applicable rules in effect pursuant to the Applicable Legal Authorities and with all obligations under this Aggregator Agreement imposed upon the Aggregator.

Aggregator may subcontract or delegate performance of certain of its obligations under this Agreement in accordance with the requirements of N.J.A.C. 14:4-6.3(b). However, no such subcontract or delegation shall relieve Aggregator of any of its obligations and/or liabilities under this Agreement.

(b) Obligations of the Company

The Company hereby agrees as follows:

(i) within the later of 10 calendar days after the later of the Effective Date of this Aggregation Agreement or the satisfaction by the Aggregator of all conditions precedent including payment of all Charges then due (as provided for in Article 6 of this Agreement and to the extent any such Charges are established in Appendix A hereto), provision of the supplemental information pertaining to defining municipal jurisdiction boundaries as described in the paragraph 2.1(a)(vi) above and provision of the names and account numbers those Non-Residential Customers who have submitted an Opt-In response to the Option Administrator, the Company will use reasonable care to prepare and will provide to the Aggregator (1) the number of Residential Customers and aggregate monthly usage, by rate class, who are located within the Aggregator's geographic boundaries and are not already being serviced by a TPS; (2) 12-Month Historical Usage for each Non-Residential Customer that the Aggregator has indicated has submitted an Opt-In response, through Electronic Data Interchange (EDI); and (3) 12-Month Historical Usage for each government facility that Aggregator has indicated will be included in the Program through EDI. Pursuant to N.J.S.A. 48:3-92.3, the Company will exercise reasonable care in the disclosure of Customer Information to the Aggregator, but shall not be responsible for errors or omissions in the preparation or the content of the Customer Information.

(ii) within 10 calendar days after the postmark on the written notice of selection of a TPS (as required by Section 2.1(a)(viii) of this Agreement and with the assistance

of the supplemental information pertaining to defining the boundaries of municipal jurisdiction as described in the paragraph 2.1(a)(vi) above) the Company will use reasonable care to prepare and will provide to the Aggregator Customer Information for Residential Customers who are located within the Aggregator's geographic boundaries and are not already being service by a TPS; pursuant to N.J.S.A. 48:3-92.3, the Company will exercise reasonable care in the disclosure of Customer Information to the Aggregator, but shall not be responsible for errors or omissions in the preparation or the content of the Customer Information.

(iii) to comply in a timely manner with any applicable rules in effect pursuant to the Applicable Legal Authorities and with all obligations under the Aggregation Agreement imposed upon the Company;

(iv) to respond to all General Inquiries; and

(v) to direct all Customers to the Aggregator or its designated agent for the answers to any Specific Customer Inquiries.

2.2 Communications and Data Exchange

Aggregator and the Company will supply to each other all data, materials or other information that is specified in this Aggregation Agreement, or that may otherwise reasonably be required by the Aggregator or by the Company in connection with the Program in a timely manner. Aggregator requests for 12-Month Historical Usage must utilize EDI. The Company's fulfillment of these requests will utilize standard EDI protocols for providing historical monthly summary usage.

2.3 Record Retention

The Aggregator shall retain for a period of six months following the expiration of the term of this Agreement, necessary records so as to permit the Company to confirm the participation of Customers in the Program.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Aggregator's Representations and Warranties

The Aggregator hereby represents, warrants and covenants as follows:

- a) it is a municipality or county within the State of New Jersey;
- b) it has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- c) the execution and delivery of this Agreement and the performance of the Aggregator's obligations hereunder have been duly authorized by ordinance or resolution, as applicable;
- d) all necessary and appropriate action that is required on the Aggregator's part to execute this Agreement has been completed; and
- e) this Agreement is the legal, valid and binding obligation of such Aggregator, enforceable in accordance with its terms.

3.2 Company's Representations and Warranties

The Company hereby represents, warrants and covenants as follows:

- a) the Company is an electric public utility corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey;
- b) the Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- c) the execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary action on the part of the Company;
- d) all necessary and appropriate action that is required on the Company's part to execute this Agreement has been completed; and
- e) this Agreement is the legal, valid and binding obligation of such Company, enforceable in accordance with its terms.

3.3 Survival of Obligations

All representations and warranties contained in this Article are of a continuing nature and shall be maintained during the term of this Agreement. If a Party learns that any of the representations, warranties, or covenants in this Agreement are no longer true during the term of this Agreement, the Party shall notify the other Party within three Business Days, via facsimile, with a hard copy of the notice delivered by overnight mail.

ARTICLE 4: COMMENCEMENT AND TERMINATION OF AGREEMENT

The term of this Aggregation Agreement shall commence upon the date first written above (the "Effective Date") and terminate with the satisfaction of each of the Parties' obligations under this Aggregation Agreement, and, in no event, will extend more than 30 calendar days beyond the Program's termination.

ARTICLE 5: BREACH AND DEFAULT

5.1 Event of Default

An Event of Default under this Agreement shall occur if a Party (the "Defaulting Party") after written notice and a reasonable opportunity to cure:

- (i) fails to pay the other Party when payment is due;
- (ii) violates any federal, state or local code, regulation or statute applicable to Governmental Energy Aggregation Programs including, in the case of the Aggregator, by failing to obtain or maintain any governmental approvals required to implement a Government Energy Aggregation Program; or
- (iii) fails to satisfy any other material obligation under this Agreement not listed above, and fails to remedy such condition, event or violation, within three Business Days of receipt of written notice thereof from the Non-Defaulting Party.

5.2 Rights Upon Default

Upon and during the continuation of an Event of Default, the Non-Defaulting Party shall be entitled to:

- (i) pursue any and all available legal and equitable remedies; and
- (ii) declare an early termination date of this Agreement with respect to the obligations of the Defaulting Party without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by providing written notice to the Defaulting Party.

ARTICLE 6: BILLING AND PAYMENT

(a) No later than 10 calendar days after the Effective Date of this Agreement, the Aggregator will pay the Company an amount equal to the total Charges expected to be incurred by the Aggregator over the term of this Agreement, based upon the services to be performed by the Company as set forth in Appendix A hereto.

(b) Within 15 calendar days after the conclusion of each Billing Month, the Company will remit an invoice to the Aggregator for any Charges incurred by the Aggregator during the Billing Month, and not included in the payment provided pursuant to Section 6(a), above.

(c) Invoices for Charges incurred by the Aggregator during the Billing Month will be due and owing to the Company within 10 calendar days after the date of the invoice.

(d) Within 15 calendar days after the conclusion of the term of this Aggregation Agreement, the Company will refund any Charges previously paid by the Aggregator for services not rendered by the Company during the term of this Agreement, or will issue a final invoice for all Charges incurred by the Aggregator.

ARTICLE 7: INDEMNIFICATION

With respect to claims and/or liabilities related to the provision, use, misuse or unauthorized disclosure of Customer Information by the Aggregator or its agents, or by third parties subsequent to the provision of such Customer Information by the Company to the Aggregator pursuant to this Aggregation Agreement, the Aggregator agrees to defend, indemnify and hold harmless the Company, its shareholders, board members, directors, officers and employees, from and against any and all third party claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the Company. Without limiting the foregoing, the Aggregator will indemnify the Company for all claims by Customers relating to the Program regarding services not provided by the Company.

ARTICLE 8: DISPUTE RESOLUTION

The Parties retain their right to pursue recourse in the appropriate administrative or legal jurisdiction.

ARTICLE 9: MISCELLANEOUS

9.1 Use of the Word "Including"

The word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or terms to refer to all other items or matters that could reasonably fall within its broadest possible scope.

9.2 Binding Terms

This Agreement and the Charges, terms and conditions herein shall remain in effect for the entire term hereof.

9.3 Amendment

This Aggregation Agreement may not be amended without the approval of the Board, and requests for such approval by one Party may be initiated only upon written notice to the other Party, except that the Company may amend the Charges set forth in Appendix A upon 30 days prior written notice to the Aggregator.

9.4 Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which shall constitute one instrument.

9.5 Notices

Unless otherwise stated herein, all notices, demand or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Company:

Robert Krauss Director of Energy Supplier Svc
Public Service Electric & Gas Company (PSEG)
80 Park Plaza T18A.
Newark, NJ 07102

If to the Aggregator:

Loise M Palagano, Township Clerk
Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003

Appendix A

Schedule of Fees and Charges

1. **General Administrative Fee: \$123.60 per hour.** This fee represents recovery of costs incurred by the Company, and not recovered through base rates or any other fees or charges, in the course of rendering necessary support and assistance to the Government Aggregator.
2. **Computer Programming Charges: \$/NA per hour.** This fee represents the incremental cost of programming required in the preparation or content of customer information exclusive of the standard EDI business practices and protocols.
3. **Technical Support and Assistance Charges: \$123.60 per hour.** This fee represents any incremental costs incurred by the Company in providing technical support and assistance to the Government Aggregator that is in addition to the business interactions and processing of customer data outlined in the Aggregation Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

By: _____

By: _____

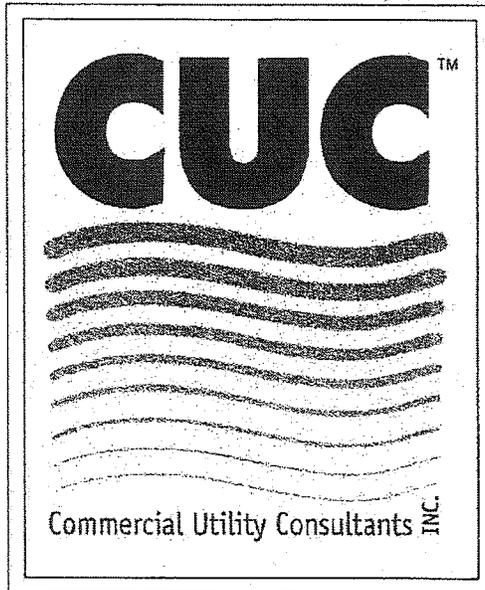
**Robert Krauss, Director of Energy Supplier
Services.**

ATTEST:

TOWNSHIP OF BLOOMFIELD

By: *Louise Gallego*
[NAME - TITLE] *Clerk*

By: *Michael Venezia*
Michael J. Venezia, Mayor



Government Aggregation Agreement

CUC and the Township of Bloomfield

Date of Agreement: 6/19/2014

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AGREEMENT

This Agreement is entered into as of 6/19/14 ("Effective Date") between Commercial Utility Consultants, Inc. (CUC) with headquarter offices at 1556 McDaniel Drive, West Chester PA, and the TOWNSHIP OF BLOOMFIELD with offices at 1 Municipal Plaza, Bloomfield NJ 07003. ("Customer")

1. Engagement

CUC has been retained by Customer, at no cost to Customer, to provide energy management and aggregation consulting services, including procurement services for the supply of energy and related services, including but not limited to, electricity and natural gas. Subject to the terms and conditions of this Agreement, Customer hereby engages CUC to provide the energy management and aggregation services, as further described options on Schedule 1, for the accounts and/or facilities listed in separate Letter(s) of Authorization (LOAs) signed and submitted by Customer in the form attached hereto as Schedule 2.

2. Nature of Relationship

All Services performed by CUC on behalf of Customer shall be as an independent contractor and not as an agent or employee of Customer. It is the intention of the parties that no employer/employee, partnership, joint venture, or other similar relationship is created hereby. CUC shall have no authority to bind Customer to any commitment, contractual or otherwise, other than for Customer's use of the CUC online reverse energy auction platform. CUC shall obtain payment solely from the third-party energy supplier ("Supplier") which is ultimately retained by the Customer for the supply of energy and/or energy related services to the accounts listed in the applicable LOA pursuant to the online reverse auction administered by CUC in connection with the energy aggregation program.

3. Compensation

There will be no fees or other charges to be paid by Customer to CUC for the services performed by CUC in connection with this Agreement and Customer shall be under no obligation to make any payments to CUC in connection with this Agreement. CUC agrees it will seek compensation solely from the Supplier for operation of the online reverse energy auction. The fees to be charged by CUC to the Supplier for the online reverse energy auction are outlined on schedule 1.

4. Term and Termination



This Agreement shall continue for a term of two years beginning on the Effective Date of this Agreement first set forth above and thereafter on a year-to-year basis until terminated by either party upon not less than sixty (60) days written notice prior to the then current term.

Notwithstanding the foregoing, if Customer contracts for the supply of energy and/or energy related services the term of this Agreement shall be extended through the expiration date of the last supply contract for each applicable account. In the event a Customer transaction has extended the term of this Agreement for any specific account as described above, such termination will take effect at the expiration of the last supply contract for such account.

5. Confidentiality

Both Customer and CUC agree that information exchanged between the parties, and not publicly available, shall be deemed proprietary to the disclosing party and shall not be divulged to anyone, other than suppliers participating in the energy or energy related services solicitation or CUC licensor, without written authorization from the disclosing party, with the exception of Aggregate Information gathered by CUC in the course of its operation. "Aggregate Information" is information that describes the habits, pricing data, usage patterns and/or demographics of Customer and other users as a group but does not reveal Customer's identity.

6. Use of Procurement Platform

CUC hereby grants to Customer, for the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable license to access and use its online procurement system and related documentation ("Procurement Platform") solely for internal use. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, decompile, create derivative works from, transfer, or sell any software, products or services obtained from the website of the Procurement Platform.

7. Indicative and Executable Events

Customer agrees that for the accounts listed in the LOA that use an Indicative and Executable auctions, an "Indicative event" is to request pricing for Customer's energy procurement needs and allow suppliers to pull data and send market pricing. An "Executable event" is a supplier's executable response of price, contract and/or terms and conditions of sale. When a supplier provides an executable offer to the Customer for its energy requirements, supplier retains the right to alter or withdraw its offer any time prior to its acceptance by Customer. By accepting an executable offer, Customer acknowledges that, once accepted by Customer on CUC's auction system, the accepted offer immediately constitutes a binding contractual agreement containing the designated contractual terms and conditions, together with the other terms contained in the offer, agreed to by both Customer and supplier. No additional changes to price, term, contract



language, etc. will or can be made without written consent of all parties. Any hard copy contracts or signature pages that follow between supplier and Customer are done so only as a formality. If a dispute arises between the Customer and supplier, CUC will provide data to support the events that actually occurred.

8. Warranty and Disclaimer

CUC AND ITS SUPPLIERS AND LICENSORS MAKES NO WARRANTY WHATSOEVER AS TO THE PROCUREMENT PLATFORM, THE ACCURACY OF SUPPLIER INFORMATION, THE RELIABILITY OF ANY SUPPLIER, OR ANY SERVICES OR PRODUCTS PROVIDED BY CUC HEREUNDER, EXPRESS OR IMPLIED. CUC AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL CUC OR ITS SUPPLIERS' OR LICENSORS' LIABILITY ARISING HEREUNDER EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY COLLECTED BY CUC WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT, AND (II) ONE THOUSAND U.S. DOLLARS (\$1,000).

10. Limitation of Damages

IN NO EVENT SHALL CUC, ITS SUPPLIERS OR LICENSORS OR THEIR RESPECTIVE OFFICERS, AFFILIATES, EMPLOYEES AND AGENTS BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF CUC OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment

Customer shall not assign all or any portion of its rights, or delegate all or any portion of its duties under this Agreement without obtaining the prior written consent of CUC. Any assignment without such consent shall be null and void and no such assignment shall relieve Customer of any of its obligations or duties under this Agreement.



12. Governing Law

The validity, construction, and enforcement of this Agreement shall be governed by and construed, and enforced in accordance with the laws of the State of New Jersey, and the venue for any action brought hereunder shall be located in the State of New Jersey.

13. Entire Agreement

This Agreement and any schedules hereto constitute the entire agreement between the parties hereto. This Agreement shall not be modified in any manner, except by an instrument in writing, executed by both parties hereto.

14. CUC Indemnity

CUC shall hold the Township harmless and indemnify the Township with regard to any obligations which CUC fails to perform or improperly performs pursuant to the Electric Distribution Company Aggregation Agreement executed by the Township, CUC and relevant local distribution company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Commercial Utility Consultants, Inc.

By: Stacia M. Scaduto

Print name: Stacia M. Scaduto

Title: VP of Operations

Date: 6/19/2014

Attest: _____

Township of Bloomfield

By: Michael J. Venezia

Print name: Michael J. Venezia

Title: Mayor

Date: 6/17/14

Attest: Joseph P. Polyzio
Municipal Clerk



SCHEDULE 1 - ENERGY MANAGEMENT SERVICES

Once the municipality passes the ordinance, CUC will complete the following steps in support of the GEA program. CUC will also provide templates for all documents required for the program.

Residential Opt Out Process (Option 2-A)

1. Obtain a copy of the ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Obtain a copy of the municipality's logo in high resolution in jpeg, tiff or png format. This is needed for advertising & the Opt-out letter.
3. Obtain tax rolls to be used to cross reference all residents in the municipality's boundaries for Opt-out options.
4. Develop an outreach and marketing plan with the municipality.
5. Provide an "appointing resolution" which allows the municipality to appoint CUC as the Energy Agent. Obtain a copy for records.
6. Provide a Government Aggregation Agreement (GAA) to be signed by the Municipality and CUC. This is CUC's contract with town that outlines our responsibilities to the town through this program. Three (3) original signed copies are required.
7. Provide Local Distribution Company (LDC) Agreements to be signed by the municipality. This is the agreement between utility company & municipality. Three (3) original signed copies are required.
8. Send draft bid documents (RFP & SSA) to BPU and Rate Counsel for 15 day review.
9. Send signed GAA & LDC agreements to the appropriate utility company for their execution and request usage data (including capacity and transmission).
10. Receive data from LDC and prepare for auction.
11. After comments from BPU and Rate Counsel send back comments, prepare final bid docs and send to suppliers. Allow 2 weeks for review, Q & A, and submission for qualification documents.
12. Notify municipality that the bid docs have been sent to all suppliers and the auction date has been set.
13. Conduct auction for municipality & supply savings estimate. Determine what pricing structure best suits municipality in order to award the contract. Based on market conditions, additional auctions may be ran.
14. Provide municipality with documents to proceed with signing the Supplier Services Agreement (SSA). This is a resolution to accept the pricing and a letter of intent.



15. Provide a Supplier Services Agreement (SSA) to be executed by the municipality & winning supplier. This has already been reviewed by BPU/RC and so nominal changes may be considered.
16. Provide all parties with executed copies of the SSA.
17. Notify LDC of winning supplier and obtain eligible customer account information.
18. Review Opt-Out letter with municipality and obtain signature.
19. Provide winning supplier with customer data (name, address and account #) to prepare for Opt-out letter to be sent.
20. Facilitate 30 day Opt-out period once Opt-out letter is sent by supplier.
21. Manage all Opt-Out calls through CUC and/or supplier call center, Opt Out letters and njaggregation.us website.
22. Assist with transferring residents to TPS service.
23. Continue to monitor and provide quarterly savings reports to council.
24. Start the reverse energy procurement process 4 months prior to TPS contract end date.

If Municipality is establishing or joining a Co Op; the following steps will be added to CUC's responsibilities:

1. Provide resolution to Lead Agency to form Co Op & obtain a copy. Assist with getting other municipalities to join.
2. Obtain a letter from Lead Agency which will be sent to the DCA stating that CUC is the point of contact for the Co Op.
3. Provide resolution to participant members to join Co Op & obtain a copy.
4. Provide a Cooperative Pricing agreement which is the contract between all participants in Co Op.
5. Complete the CP-2001 form send to DCA to register the Co Op.
6. Receive notification from DCA that Co Op has been duly registered.

Commercial Opt In Process (Option 2-A)

1. Obtain a copy of the ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Send draft bid documents (RFP & SSA) to BPU and Rate Counsel for 15 day review
3. Request from LDC all eligible customers for OPT IN options.
4. Provide a draft letter with OPT IN options for signature.
5. Facilitate mailing for OPT IN letter and provide support via 800 #, www.njaggregation.us, mailer as well as outreach meetings.
6. At expiration of OPT IN period CUC will conduct an energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).



7. Present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. Based on market conditions, additional auctions may need to be ran at later dates.
8. Facilitate contract execution between both the government agency and the winning supplier in the aggregation program.
9. Inform the LDC of the winning supplier.
10. CUC will collaborate with winning supplier to provide each eligible commercial customer a second letter. The letter will include information of winning supplier, along with the price and terms of the agreement.
11. CUC will facilitate local LDC to send a third and final letter to property owners letting them know when the switch date will be.
12. Facilitate with winning supplier and LDC service to all customers will begin promptly at the next meter read date following the execution of all agreements.
13. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process 4 months prior to TPS contract end date.

CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, TOWNSHIP OF BLOOMFIELD and Commercial Utility Consultants, LLC. In this regard, when any section of such aggregation agreement refers to a responsibility that is potentially a joint responsibility of TOWNSHIP OF BLOOMFIELD and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the TOWNSHIP OF BLOOMFIELD relative to same. However, the above notwithstanding, if the obligation can only be performed by the TOWNSHIP OF BLOOMFIELD, given its status as a governmental unit, then in such event CUC shall promptly provide the TOWNSHIP OF BLOOMFIELD with written notice of such requirement. The TOWNSHIP OF BLOOMFIELD shall perform same within a reasonable time after receipt of such notice.

CUC fee \$0.00175 KWH & \$ 0.15 DTH

