

RESOLUTION 2020-29

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF
MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY,
AUTHORIZING SIGNATURE OF AN ADDENDUM TO THE MORRIS AREA ENERGY
CO-OP PROGRAM**

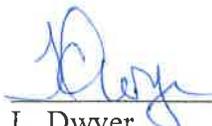
WHEREAS, the Borough of Mount Arlington has a current agreement with the Morris Area Energy Co-Op Program (MAEC); and

WHEREAS, the MAEC has provided an addendum to said agreement; and

WHEREAS, the Borough has reviewed and approved said addendum; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that said addendum to the MAEC agreement be executed.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on January 21, 2020.



L. Dwyer
Acting Borough Clerk



Date

**ADDENDUM TO
AGREEMENT FOR PROVISION OF
ENERGY SUPPLY SERVICES**

By and Between

*Borough of Mount Arlington
in the County of Morris, New Jersey*

and

IDT Energy, Inc.

Dated December 19, 2019

This ADDENDUM to the AGREEMENT FOR PROVISION OF ENERGY SUPPLY SERVICES made December 19, 2019 ("Agreement") is by and between Borough of Mount Arlington, in the County of Morris, New Jersey, a public body corporate and politic of the State of New Jersey (the "Municipality") and IDT Energy, Inc., a Delaware Corporation (the "Supplier") (License #ESL-0081).

WITNESSETH:

WHEREAS, pursuant to New Jersey's Government Energy Aggregation Act of 2003 (*N.J.S.A. 48:3-92 - N.J.S.A. 48:3-95*) and the New Jersey Board of Public Utilities ("BPU") implementing regulations (*N.J.A.C. 14:4-1 et seq.*), as amended (collectively, the "Act"), the Municipality has determined to undertake a Governmental Energy Aggregation Program (as defined herein) and the Municipality Council has been designated as a Lead Agency (as defined herein) charged with the responsibility for adopting and providing for the implementation of such Governmental Energy Aggregation Program within the geographic boundaries of the Municipality ("Program"); and

WHEREAS, on March 7, 2017, the Municipality's governing body has adopted an ordinance formalizing its intent to commence the Program on behalf of all of the residential energy customers of the Municipality that do not opt-out of the Program in accordance with the Act and all of the non-residential customers that opt-in to the Program pursuant to the Act; and

WHEREAS, the Municipality and its duly appointed Energy Agent (as defined herein) Concord Energy Services ("CES") and Commercial Utility Consultants, Inc. ("CUC") engaged in a procurement process to obtain a third-party supplier of energy, duly licensed by the BPU, to implement the Program; and

WHEREAS, based upon the Supplier's response to the RFP, dated August 2, 2018, and the subsequent assignment dated August 21, 2018, the Municipality has determined that the Supplier possess the minimum acceptable financial, technical and administrative qualifications including, but not limited to, any and all required authorizations to operate within the JCP&L Local Distribution Area, necessary to provide energy supply services, and thereafter designated the Supplier as a qualified vendor; and

WHEREAS, the Municipality after evaluation of all of the proposals submitted by qualified vendors in response to the RFP, has determined that the Supplier's proposal serves the interests of the Municipality and has resolved to award a contract for such services to the Supplier; and

WHEREAS, pursuant to the Program, the Municipality's Council entered into a written contract with Supplier for the provision of Electric Generation Service on behalf of residential and non-residential customers within its geographic boundaries which replaced such customers' current third party electricity supplier on March 1, 2019; and

WHEREAS, on December 19, 2019, the parties agreed to reduce the program rate from \$0.0886/kWh to \$0.0869/kWh beginning from the first meter read after June 1, 2020, through the

balance of the term of the original contract term which ends with the first meter read after September 30, 2020; and

WHEREAS, on December 19, 2019, the parties agreed to extend the initial contract at the reduced rate of \$0.0869/kWh for a fourteen (14) month term beginning from the first meter read after October 1, 2020, through the first meter read after November 30, 2021; and

WHEREAS, the Municipality and the Supplier now desire to extend this Agreement for the supply of energy services all in accordance with the terms and conditions of the Act, the RFP and this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties intending to be legally bound, agree to amend the original contract as follows:

SECTION I - TERM OF THE AGREEMENT

2.01 Commencement, Duration of Term and Rate

Beginning with the first meter read on or after June 1, 2020, the program rate ("Contract Price") for the remainder of the original term ("Contract Term") of this Agreement shall be reduced from \$0.0886/kWh to \$0.0869/kWh.

In addition, the term of this Agreement ("Contract Term") shall be extended beginning from the first meter read on or after October 1, 2020, (the "Contract Commencement Date"), and shall continue from that date until the first meter read after November 30, 2021, or until such time that the term of this Agreement is extended or terminated earlier in accordance with the provisions of this Agreement ("Contract Termination Date"). Provision of Electric Generation Services, as defined in *N.J.A.C. 14:4-1.2*, shall be provided for the period commencing on the first meter read following the Contract Commencement Date and ending on the meter read date immediately following the Contract Termination Date.

Beginning June 1, 2020, the contract rate for the term is \$0.0869/kWh. The rate reflects one of the following selected options:

Fixed Price for the term of the contract.

All other terms & provisions in Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Municipality and Supplier have executed this Agreement, intending to be legally bound hereby as of the day and year first above written.

**BOROUGH OF MOUNT ARLINGTON
COUNTY OF MORRIS, NEW JERSEY**

ATTEST:

By: [Signature]
Name: L. Gwyer
Title: Acting Borough Clerk

By: [Signature]
Name: Michael Stanzilis
Title: Mayor Borough of Mt. Arlington

[SEAL]

IDT ENERGY, INC.

ATTEST:

By: [Signature]
Name: TW Zubik
Title: Business Dev Manager

By: [Signature]
Name: Michael Stein
Title: CEO

2/25/2010
[Red Stamp]