



**Direct
Energy**
Business

NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$3.995 per Dth
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation.
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-Out Value for each Transaction and aggregate all amounts owing - See section 12 for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the maximum amount permitted by law - See Section 4 for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Host Utility rate are not guaranteed.



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business

**194 Wood Avenue South, Second Floor,
Iselin, NJ 08830**

**Phone: 1-888-925-9115
business.directenergy.com**

Proposal Id 57423575

Marketer Name	Mueller, Stephen	Date	8/8/2019	Time	9:26:14AM
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CUSTOMER INFORMATION

Customer Name	County of Albany	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal
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Contact Name	Angelo Gaudio	Billing Contact
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Address	112 State Street Albany, NY 12207	Billing Address	112 State Street ALBANY, NY 12207
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Telephone	Fax	Telephone	Fax
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Email

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	875 Watervliet Shaker Rd	85399-37103	SC-7
	Erie St.	93999-37108	Unknown
	Port of Albany	48999-37103	Unknown
	840 Albany Shaker Rd	84199-37105	Unknown
Delivery Period	Begin: 11/01/2022 End: 10/31/2023		
	The service start date hereunder will be the date that the Utility enrolls		

	<p>Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.</p>																												
Delivery Point	National Grid (Upstate)/020918 TGP EAST DLY																												
Contract Quantity (Dth)	<p>Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.</p> <table><tr><td>_____ Daily</td><td>_____ x _____</td><td>Monthly</td><td></td></tr><tr><td>November</td><td>11,628</td><td>May</td><td>5,354</td></tr><tr><td>December</td><td>12,044</td><td>June</td><td>4,653</td></tr><tr><td>January</td><td>14,957</td><td>July</td><td>5,815</td></tr><tr><td>February</td><td>12,780</td><td>August</td><td>5,668</td></tr><tr><td>March</td><td>14,117</td><td>September</td><td>5,690</td></tr><tr><td>April</td><td>9,763</td><td>October</td><td>7,276</td></tr></table>	_____ Daily	_____ x _____	Monthly		November	11,628	May	5,354	December	12,044	June	4,653	January	14,957	July	5,815	February	12,780	August	5,668	March	14,117	September	5,690	April	9,763	October	7,276
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April	9,763	October	7,276																										
Purchase Price	Fixed Price: \$3.995 /Dth																												

**Special
Provisions**

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be

charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.995 /Dth.

National Grid Balancing Charge: Pursuant to the Niagara Mohawk tariff, P.S.C. 219, Gas, Rule 17.5, Buyers of gas on the National Grid system are responsible for a monthly Balancing Charge calculated using the Buyer's Maximum Peak Day Quantity ("MPDQ"). While this charge is billed by National Grid to Seller, Buyer acknowledges payment responsibility for the Balancing Charge in addition to all other charges provided for in this Gas Sales Agreement. The Balancing Charge that will be invoiced by Seller as "LDC Tariff Pass-Thru" to Buyer, will be a straight pass-through of the amount billed to Seller by National Grid and will not include any additional costs or mark-up.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Gas Settlement Adjustment with 10% Swing: For the purpose of determining the applicable Contract Quantity under this provision, Contract Quantity shall be determined by reference to the respective actual or estimated volumes specified in the "Contract Quantity" section of this Transaction Confirmation. For each month of the Delivery Period, Buyer shall first be responsible for paying the Purchase Price for the Contract Quantity, then, if applicable, to the following adjustments: If Buyer uses more than the Contract Quantity at the Delivery Point

in any month, Buyer will pay the Purchase Price for all Gas supplied to the Delivery Point, up to 110% of the Contract Quantity. If Buyer uses less than the Contract Quantity at the Delivery Point in any month, Seller will credit Buyer's account an amount obtained by multiplying the Purchase Price and the deficient Contract Quantity, up to 10% of the Contract Quantity. Adjustment in each month, November through March: If Buyer exceeds 110% of the Contract Quantity at the Delivery Point, Buyer will pay the Gas Daily Index GD-Iroquois Zone 2 plus \$0.600/Dth for all Gas supplied to the Delivery Point in excess of 110% of the Contract Quantity. If Buyer uses less than 90% of the Contract Quantity at the Delivery Point, Seller will credit Buyer's account an amount obtained by multiplying the Gas Daily Index GD-Dominion South Point plus \$0.000/Dth, by the deficient Contract Quantity that is in excess of 10% of the Contract Quantity. Adjustment in each month, April through October: If Buyer exceeds 110% of the Contract Quantity at the Delivery Point, Buyer will pay the Gas Daily Index GD-Dominion South Point plus \$0.350/Dth for all Gas supplied to the Delivery Point in excess of 110% of the Contract Quantity. If Buyer uses less than 90% of the Contract Quantity at the Delivery Point, Seller will credit Buyer's account an amount obtained by multiplying the Gas Daily Index GD-Dominion South Point plus \$0.000/Dth, by the deficient Contract Quantity that is in excess of 10% of the Contract Quantity. The "Gas Daily Index" will equal the average of the "Midpoint" prices published under the respective headings in Platts Gas Daily for supply on each day of the applicable month. If a day does not fall on a Business Day, the Gas Daily Index will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Gas Daily Index will be the price published on the preceding Business Day. If for any reason the Gas Daily Index does not reflect current market conditions, as determined by Seller, then Seller may substitute an alternative price for the calculations above.

**Tax Exemption
Status**

☐ Non-Exempt

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing,
Small Business, Agricultural, Resale, etc.)

If exempt, must attach certificate.

**PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY
FACSIMILE TO 315-423-0964**

BUYER: County of Albany

SELLER: Direct Energy Business
Marketing, LLC

By: 

By: d/b/a Direct Energy Business

Print Name: Philip F Calderone

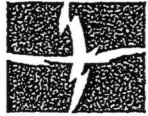
Print Name: _____

Title: Deputy County Executive

Title: _____

Date: 11/7/19

Date: _____



**Direct
Energy.**

Business

NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$ 3.801 per Dth
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation.
Length of the agreement and end date	48 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-Out Value for each Transaction and aggregate all amounts owing - See section 12 for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the maximum amount permitted by law - See Section 4 for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Host Utility rate are not guaranteed.



**Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business**

**194 Wood Avenue South, Second Floor,
Iselin, NJ 08830**

**Phone: 1-888-925-9115
business.directenergy.com**

Proposal Id 50587371

Marketer Name Mueller, Stephen	Date 8/29/2018	Time 8:54:19AM
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CUSTOMER INFORMATION

Blend & Extend

Customer Name County of Albany	New	Renewal	
Contact Name	Billing Contact		
Address 112 State Street Albany, NY 12207	Billing Address		
Telephone	Fax	Telephone	Fax
Email			

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. Buyer and Seller agree that effective as of 29 Aug, 2018 ("Replacement Effective Date") this Transaction Confirmation shall supersede and replace in its entirety that certain Transaction Confirmation between Buyer and Seller dated as of 26 Oct, 2017 (the "Old Transaction"). Except as provided herein neither party shall have any further obligation under the Old Transaction on or after the Replacement Effective Date; provided that, the Old Transaction shall not be superseded and replaced with respect to any rights, liabilities or obligations of the Buyer or Seller for payments or other obligations: (i) due and payable or due to be performed prior to the Replacement Effective Date; or (ii) due and payable or due to be performed after the Replacement Effective Date, but which accrued with respect to or otherwise related to a delivery period or portion thereof (however defined) that ended prior to the Replacement Effective Date (collectively, the "Excluded Liabilities"). All such Excluded Liabilities shall be paid or performed, as the case may be, in accordance with the terms of the Old Transaction. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	449 New Salem Road 756 Albany Shaker Road 112 State Street 60 State Street 390 New Salem Rd 95 Tivoli Street 162 Washington Ave 165 Green Street 250 S. Pearl St. 52 S. Pearl St. 6 Lodge St. 32 Clinton Ave Albany Shaker Rd. 830 Albany Shaker Road	09224-22106 87251-01108 63399-37107 41912-68116 96224-21102 29252-67181 91512-63114 24912-68101 02512-71119 52799-37106 50910-40019 80954-94007 81799-37107 38923-87006	SC-2 SC-2 SC-7 SC-2 SC-2 SC-2 SC-2 SC-2 SC-2 SC-7 SC-2 SC-2 Unknown SC-2
Delivery Period	<p>Begin: 11/01/2020 End: 10/31/2024</p> <p>The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.</p>		
Delivery Point	National Grid (Upstate)/NGRID CNE07 MO DTI		

Contract Quantity (Dth)	<p>Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.</p> <p>_____ Daily <u> x </u> Monthly</p> <p>SEE ATTACHMENT 1 FOR MONTHS AND VOLUMES</p>
Purchase Price	<p>Fixed Price: \$3.801 /Dth</p>
Special Provisions	<p>For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at http://www.dps.state.ny.us.</p> <p>Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.</p> <p>Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation</p>

constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

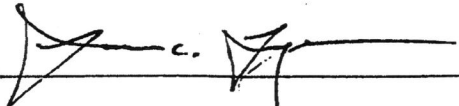
**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.801 /Dth.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

	Full Plant Requirement – No GSA
Tax Exemption Status	<input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.) <u>If exempt, must attach certificate.</u>
PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964	
BUYER: County of Albany	SELLER: Direct Energy Business Marketing, LLC
By: 	By: <u>d/b/a Direct Energy Business</u>
Print Name: <u>Danielle Lynch</u>	Print Name: _____
Title: <u>Deputy County Executive</u>	Title: _____
Date: <u>10/26/2020</u>	Date: _____

ATTACHMENT 1

___ Daily X Monthly (choose one)

<u>Month</u>	<u>volumes</u>
Nov-20	7,705
Dec-20	11,083
Jan-21	12,749
Feb-21	10,654
Mar-21	9,264
Apr-21	4,851
May-21	1,958
Jun-21	988
Jul-21	900
Aug-21	900
Sep-21	1,390
Oct-21	4,558
Nov-21	7,705
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Sep-24	1,390
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BUYER: County of Albany

By: [Signature]

Name: Daniel C. Lynch

Title: Deputy County Executive

Date: 10/26/2020

SELLER: Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business

By: _____

Name: _____

Title: _____

Date: _____