



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

September 28, 2023

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: Municipal Electric and Gas Alliance (MEGA) –Natural Gas Supply Contracts
Contract Authorization – Direct Energy Business (now NRG)**

Dear Mr. Joyce

The Albany County Energy Advisory Group (EAG) acting as the County's agent to secure the purchase of low cost energy is requesting authorization to use the Municipal Electric and Gas Alliance (MEGA) program with Direct Energy Business for the purpose of purchasing natural gas. Due to the volatility in the natural gas market and based on the recommendation from our supplier, Direct Energy, EAG is recommending locking in the basis costs for both the County's daily and monthly natural gas accounts. The remaining supply costs will be purchased in blocks over the course of the next year. This approach is similar to that currently being used on the electric contracts, and will allow the County to take advantage of dips in the gas pricing and the dollar cost average the supply charges over the course of the next several months.

The term of the contracts are summarized below:

Monthly pricing accounts: Basis (transportation) costs = \$ 0.475/MMBTU
Contract term: November 1, 2025 to October 31, 2026

Daily pricing accounts: Basis (transportation) costs = \$ 2.14/MMBTU
Contract term: November 1, 2024 to October 31, 2026

The contract terms above correspond to the current MEGA agreement which is attached to this letter along with the contracts from Direct Energy. The price difference between the accounts is associated with the usage and the cost of firm capacity or the guarantee of uninterrupted gas service for those daily accounts which include the North and South Treatment Plants and the Correctional Facility.

If you have any questions or concerns you may reach me at (518) 447-1617.

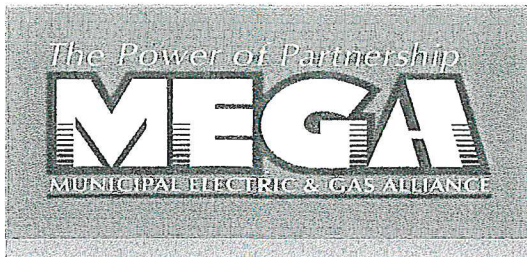
Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc. Direct Energy Contracts – Fixed daily pricing
 Direct Energy Contracts – Fixed monthly pricing
 MEGA endorsement letter
 Purchasing Award Letter

cc: Dennis A. Feeney, Majority Leader
 Rebekah Kennedy, Majority Counsel
 Frank Mauriello, Minority Leader
 Arnis Zilgme, Minority Counsel



A Local Development Corporation

P.O. Box 88
Ithaca, New York 14851

518.306.1996
www.megaenergy.org

**RESOLUTION: EXTENSION OF PROGRAM AGREEMENTS WITH DIRECT ENERGY
THROUGH OCTOBER 31, 2026**

WHEREAS, MEGA executed program agreements for natural gas supply with Direct Energy through October 31, 2023 in the Central Hudson, NYSEG, National Grid, RG&E, and National Fuel Gas, and

WHEREAS, MEGA wishes to extend the program agreements through October 31, 2026 to allow longer term pricing options, now therefore be it

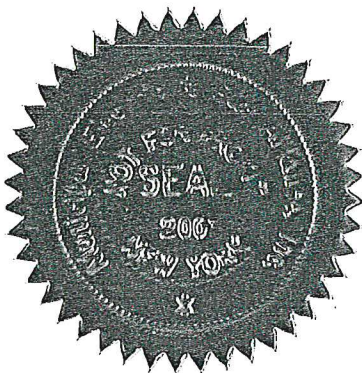
RESOLVED, that the Executive Committee of the MEGA Board of Directors approves the extension of the existing Program Agreement with Direct Energy for a term through October 31, 2026 and authorizes the President to sign such extension.

At a Special Meeting of the Executive Committee of the Municipal Electric and Gas Alliance convened on November 30, I hereby certify that the foregoing resolution was duly adopted with the following members present and voting:

Ayes – Mark Taylor
Rochelle Stein
Steven Hoover
Crystal Abers
Ronald Feldstein

Noes – 0 Excused – 0

In WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Municipal Electric and Gas Alliance, this 30th day of November, 2020.





Jennifer E. Luu
Municipal Electric and Gas Alliance



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

NOTICE OF AWARD

May 17, 2023

Mr. Steven E. Mueller
Senior Account Manager
Direct Energy Business
194 Wood Avenue South, 2nd Floor
Iselin, NJ, 08830

RE: MEGA Natural Gas Contract

Dear Mr. Mueller:

Albany County is now participating in the MEGA (Municipal Electrical and Gas Alliance) program for the purposes of purchasing its natural gas for the accounts listed in the attached.

For monthly and daily accounts pricing is as follows:

Monthly Accounts
Term: 11/1/25 – 10/31/26
\$.475 MMBTU

Daily Accounts
Term: 11/1/24– 10/31/26
\$2.14MMBTU

This award is being made by the Energy Advisory Group and will be approved at the Albany County Public Works Committee, with final approval by the full Albany County Legislature.

As soon as practicable thereafter contract documents will be forwarded for your signature.

Respectfully,

Pamela O'Neill
Purchasing Agent

cc: David Reilly, Commissioner Management and Budget
Angelo Gaudio, Executive Director, Water Purification District



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$0.475 per MMBTU. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Variable: 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 Liquidation Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA 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 the Billing and Payment section of the CMA 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 Utility rate are not guaranteed



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
804 Carnegie Center Dr, Princeton, NJ,
08540 1.888.925.9115
www.directenergy.com

Date: 05/16/2023
Time: 10:20 AM
Proposal ID: 68496953
Marketer Name: Mueller, Stephen

CUSTOMER INFORMATION

Customer Name: County of Albany

☐ New

☒ Renew

Contact Name: Karen Storm

Billing Contact:

Address: 112 State Street Albany, NY 12207 US

Billing Address:

Telephone: (518) 447-7140

Fax: (518) 447-5588

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. 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 Number	Rate
250 S. Pearl St.	02512-71119	SC2
449 New Salem Road	09224-22106	SC2
165 Green Street	24912-68101	SC2
95 Tivoli Street	29252-67181	SC2
830 Albany Shaker Road	38923-87006	SC2
60 State Street	41912-68116	SC2
6 Lodge St.	50910-40019	SC7
52 S. Pearl St.	52799-37106	SC7
112 State Street	63399-37107	SC7
32 Clinton Ave	80954-94007	SC7
Albany Shaker Rd.	81799-37107	SC7
756 Albany Shaker Road	87251-01108	SC2
162 Washington Ave	91512-63114	SC2
390 New Salem Rd	96224-21102	SC2

DELIVERY PERIOD

Begin: 11/01/2025

End: 10/31/2026

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.

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.

DELIVERY POINT

National Grid (Upstate) / NGRID CNE07 MO DTI

CONTRACT QUANTITY (MMBTU)

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 Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
November		7557		May	2368
December		10574		June	1578
January		12050		July	1555
February		10121		August	1555
March		8963		September	1964
April		5029		October	4795

PURCHASE PRICE

Nymex Plus : \$0.475/MMBTU

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 Confirmation.

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 a Default by Buyer; 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 Confirmation.

*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.

Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has an annual gas consumption that exceeds 750 dekatherms. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.475/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond, the Delivery Period.

Buyer's "Responsible Trigger Contact(s)" have been identified as Karen Storm [kstorm@albanycounty.com]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

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.

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 Confirmation.

Full Plant Requirement – No GSA

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

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

Buyer:	County of Albany	Seller:	Direct Energy Business Marketing, LLC
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Proposal ID:	68496953
		Internal ID:	00174515 - CMA V.3



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$2.14 per MMBTU. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Variable: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation
Length of the agreement and end date	24 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 Liquidation Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA 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 the Billing and Payment section of the CMA 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 Utility rate are not guaranteed



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
804 Carnegie Center Dr, Princeton, NJ,
08540 1.888.925.9115
www.directenergy.com

Date: 05/11/2023
Time: 1:06 PM
Proposal ID: 68496956
Marketer Name: Mueller, Stephen

CUSTOMER INFORMATION

Customer Name: County of Albany

☐ New

☒ Renew

Contact Name: Karen Storm

Billing Contact:

Address: 112 State Street Albany, NY 12207 US

Billing Address:

Telephone: (518) 447-7140

Fax: (518) 447-5588

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

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SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
Port of Albany	48999-37103	SC5
840 Albany Shaker Rd	84199-37105	SC5
Erie St.	93999-37108	SC5

DELIVERY PERIOD

Begin: 11/01/2024

End: 10/31/2026

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.

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.

DELIVERY POINT

National Grid (Upstate) / 020918 TGP EAST DLY

CONTRACT QUANTITY (MMBTU)

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 Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
November		12152		May	6858
December		14597		June	6429
January		14858		July	5993
February		13686		August	6993
March		13424		September	6613
April		9117		October	7620

PURCHASE PRICE

Nymex Plus : \$2.14/MMBTU

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 Confirmation.

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*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.

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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.

Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has an annual gas consumption that exceeds 750 dekatherms. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$2.14/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond, the Delivery Period.

Buyer's "Responsible Trigger Contact(s)" have been identified as Karen Storm [kstorm@albanycounty.com]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

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.

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.

Gas Settlement Adjustment with 10% Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price within a 10% bandwidth of the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity above 110% will be a) the Index Based Rate GD-Iroquois Zone 2 plus \$0.600 for November through March; or b) the Index Based Rate GD-Eastern Gas, South plus \$0.350 for April through October. If the Actual Quantity is less than 90% of the Contract Quantity, then Seller will credit Buyer at (a) the Index Based Rate GD-Eastern Gas, South plus \$0.000 for November through March; or b) the Index Based Rate GD-Eastern Gas, South plus \$0.000 for April through October for each Dth under the Contract Quantity. However, in the case of a Pipeline or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially

reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

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 Confirmation.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

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

Buyer:	County of Albany	Seller:	Direct Energy Business Marketing, LLC
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Proposal ID:	68496956
		Internal ID:	00170871 - CMA V.3



ANDREW JOYCE
CHAIRMAN

COUNTY OF ALBANY
COUNTY LEGISLATURE
HAROLD L. JOYCE
ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

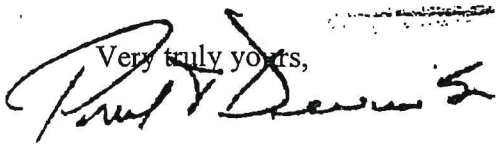
March 18, 2021

Angelo Gaudio
Water Purification District
P.O. Box 4187
Albany, NY 12204

Dear Mr. Gaudio:

Enclosed, you will find a certified copy of the following resolution adopted by the Albany County Legislature on March 8, 2021.

Resolution: 63

Very truly yours,


PAUL T. DEVANE
PTD: nc

cc: Karen Storm, Purchasing

ACWPD REC'D
21 MAR 24

RESOLUTION NO. 63

AUTHORIZING AGREEMENTS WITH DIRECT ENERGY BUSINESS REGARDING THE SUPPLY OF NATURAL GAS FOR VARIOUS COUNTY FACILITIES

Introduced: 3/8/21.

By Public Works Committee:

WHEREAS, By Resolution No. 428 for 2004, this Honorable Body established the Albany County Energy Advisory Group consisting of the Commissioner of the Department of Management and Budget, the Purchasing Agent and the Executive Director of the Water Purification District to act as the County's agent to obtain the lowest prices and the best terms pertaining to the purchase of natural gas and electric energy on behalf of the County, and

WHEREAS, The Executive Director of the Water Purification District indicated that Albany County will be participating in the Municipal Electrical and Gas Alliance (MEGA) program for the purpose of purchasing its natural gas, and

WHEREAS, The Albany County Energy Advisory Group has recommended awarding the contract to Direct Energy Business regarding the supply of natural gas for various county facilities in order to take advantage of the current market rate contingent upon the approval of the Albany County Legislature, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Direct Energy Business, Iselin, NJ, 08830 regarding the supply of natural gas for various County Departments at a fixed monthly rate of \$3.491 per Dekatherm for the term commencing November 1, 2024 and ending October 31, 2025, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Direct Energy Business regarding the supply of natural gas for the Water Purification District's North and South Plants, and the County Correctional Facility at a fixed daily rate of \$3.539 per Dekatherm for the term commencing November 1, 2023 and ending October 31, 2024, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 3/8/21

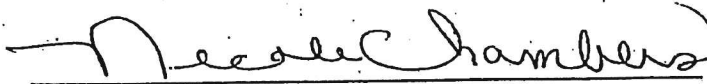
Mr. R. Joyce abstained.

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of March, 2021, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 9th day of March, 2021.



Clerk, Albany County Legislature