



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$1.776 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.
Third-Party Compensation Disclosure	The Purchase Price includes a fee of \$0.120 per MMBTU for Buyer's selected Energy Broker or Energy Consultant ("Agent"). Any future services Agent performs on Buyer's behalf may result in additional fees which shall be payable by Buyer and passed through to Agent on Buyer's behalf.
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 1.50% 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



NRG Business Marketing LLC
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Princeton, NJ, 08540
1.844.737.6742
nrg.com

Date: 01/21/2025
Time: 08:22 AM
Proposal Id: 68686477
Marketer Name: Mueller, Stephen

CUSTOMER INFORMATION

Customer Name: County of Albany

Contact Name: Karen Storm

Address: 112 State Street, Albany, NY 12207 US

Telephone: (518) 447-7140 **Fax:** 5184475588

Email: kstorm@albanycounty.com

Type: Renewal

Billing Contact:

Billing Address:

Telephone:

Fax:

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between NRG Business Marketing LLC ("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
Erie St.	93999-37108	SC5
Port of Albany	48999-37103	SC5
840 Albany Shaker Rd	84199-37105	SC5

Payment Terms: [30] days

Late Fee: [1.50]% or, if lower, the maximum amount permitted by law.

DELIVERY PERIOD

Begin: 11/01/2026

End: 10/31/2027

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.

Volume Type :	Monthly		
November	11,885	May	6,716
December	12,772	June	4,179
January	13,276	July	6,068
February	13,039	August	6,786
March	13,294	September	6,520
April	7,506	October	8,123

PURCHASE PRICE

Nymex Plus : \$1.776/MMBTU

BILL TYPE

Dual

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 <https://dps.ny.gov/>.

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 Transaction Confirmation 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, a Commodity Charge will be added to the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision. 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 NRG Account Executive.

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 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, and pass through any penalties caused by the Buyer that occurred during OFO/OMO events.

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 :	NRG Business Marketing LLC
By :	_____	By :	_____
Name :	_____	Name :	_____
Title :	_____	Title :	_____
Date :	_____	Date :	_____