



County of Albany, Department of General Services Purchasing Division Firm Electric Supply From Energy Service Companies, RFP #2021-101

July 21, 2021

Submitted by:
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SECTION I

July 21, 2021
Karen A. Storm
Purchasing Agent
Albany County
Department of General Services Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

RE: Response to the Request for Proposals Firm Electric Supply From Energy Service Companies, RFP #2021-101 (the "RFP")

Dear Ms. Storm,

Constellation NewEnergy, Inc. ("Constellation") a subsidiary of Exelon Corporation (NASDAQ: EXC), is pleased to offer the attached proposal. As a leading supplier of energy in North America, Constellation is uniquely qualified to serve as the County of Albany's (the "County") retail energy supplier.

Per your request to meet the County's energy needs we are prepared to offer the County the product(s), term(s), and price(s) set forth in the attached supply agreement.

The proposal is subject to the terms and conditions described in the attached supply agreement and is subject to the approval of Constellation's Credit Department. The final supply agreement is not valid until countersigned by an authorized representative of Constellation.

Constellation's success is built upon our focus on customer satisfaction. We are the chosen supplier of approximately 2 million residential, public sector and business customers across the United States and Washington D.C., including three-fourths of the Fortune 100. Constellation is committed to providing you with superior service, market insight and comprehensive energy solutions to help you manage your energy strategy.

Thank you for the opportunity to submit our response to this RFP. We look forward to the opportunity to meet the County's unique energy needs.

Please do not hesitate to call if you have any questions.

Regards,
Jeffrey Hills
Sr. Business Development Manager
607-208-4107
Jeffrey.Hills@constellation.com

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SECTION II: Qualification/Experience and Resumes

Company Information

Constellation is Exelon's competitive retail and wholesale energy business. Constellation and its companies provide an array of innovative energy products and services to customers across the United States. Headquartered in Baltimore, James McHugh is president and CEO of Constellation. Constellation serves approximately 2 million residential, public sector and business customers, including more than three-fourths of the Fortune 100.

Constellation helps residential consumers, commercial and industrial businesses, and governments and institutions buy, manage and use their energy. Customers enjoy a wide range of innovative and integrated solutions, from electricity, natural gas and renewable energy supply to energy management solutions, including load response, real-time energy management and solar and energy efficiency projects.

Constellation's wholesale electricity supply business provides reliable power to utilities and municipal co-ops nationwide, 24 hours a day, 365 days a year.

Disclaimers

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The information contained herein has been obtained from sources which Constellation NewEnergy, Inc. and Constellation NewEnergy-Gas Division, LLC (together, "Constellation") believe to be reliable. Constellation does not represent or warrant as to its accuracy or completeness. All representations and estimates included herein constitute Constellation's judgment as of the date of this document and may be subject to change without notice. This material has been prepared solely for informational purposes relating to our business as a physical energy provider. We are not providing advice regarding the value or advisability of trading, or soliciting or accepting orders for, swaps, options or futures, or any other activity which would cause us or any of our affiliates to be considered a commodity trading advisor or introducing broker under the Commodity Exchange Act. These materials are not intended as a recommendation of, or advice in connection with, a municipal financial product or an issuance of municipal securities. Constellation is not a municipal advisor (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors), is not making any financial recommendations to you and is not providing any financial advice. Constellation is not your agent, advisor or fiduciary. Constellation has not assumed, and does not owe, a fiduciary duty to you (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors, or otherwise) with respect to the information and material contained herein. You should discuss information of a financial nature with internal or external advisors and experts that you deem appropriate before taking any action related thereto. Constellation does not make and expressly disclaims, any express or implied guaranty, representation or warranty regarding any opinions or



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History and Description of Firm

Constellation has been a leader in the competitive energy business since the advent of open markets. In 1995, we began serving retail energy customers in the newly competitive electricity market. Today we have teams of energy professionals in each of our local markets and are leading advocates in helping to shape energy markets throughout North America.

Constellation Licenses and Service Provider Authorization

CONSTELLATION NEWENERGY, INC. ELECTRICITY SUPPLY LICENSES

Federal: Constellation NewEnergy, Inc. and predecessors were granted Market-Based Rate authority by the Federal Energy Regulatory Commission (FERC) in 1996 in Docket No. ER96-1387.

State: State licenses generally require Constellation to file renewal applications, registrations or updates, and such filings are made in all applicable jurisdictions annually or as required in due course.

- **New York:** Constellation NewEnergy, Inc. is a licensed energy service company (ESCO) in the State of New York.

National Grid Qualification

Please see the site below for confirmation of its authorization to sell energy in the National Grid service area. https://www9.nationalgridus.com/niagaramohawk/business/energychoice/4_supplier_list_a.asp

Risk Management

Constellation has one of the strongest risk management teams in the business. We have the ability to work with our customers to help them manage their risk by providing budget predictability and reducing exposure to market volatility.

Corporate Risk Management Strategy

Constellation's risk management strategies, policies, and procedures are defined and approved by the Risk Management Committee and incorporate risk protocols. The risk protocols consist of monitoring and managing the processes and procedures that are used in the evaluation of the organization's risk. The risk management team carries out these processes and procedures, which are the independent verification function in reporting of pricing, positioning, and profit and loss reporting. The back office carries out accounting, reconciliation, and activities associated with invoicing. Those who perform and manage these activities and functions are part of the financial reporting group and independent of supply activities.

Risk Management Function

The Risk Management Function at Constellation is independent from the supply activity. This function is staffed by individuals with backgrounds in energy risk management, professionals trained in disciplines related to risk management, and individuals with middle- and back-office experience in the financial sector.

Risk Measurement

The risk management team independently measures, monitors and reports on risk to maintain the goals and objectives set forth by management including credit and market risk. The risk management team



continually re-examines procedures and limits with reference to changing market conditions and any change in Constellation's business profile.

Operations

This includes counterparty experience and credit. The Constellation risk function maintains protocols that govern trade capture, valuation, price verification, confirmation and reconciliation. In addition, Constellation business people work in the areas of regulatory affairs and taxation so as not to expose the company to material risk in these particular environments.

Risk Management Systems (Information Technology & Data Capture)

Constellation utilizes a proprietary Risk Management System while undergoing a continual upgrade process. There is defined stewardship of the system and data integrity with a level of sophistication required for risk management. As with other risk management functions the stewardship of this system is segregated to monitor and control data integrity. Constellation has in place system security, backup, recovery, and contingency plans to maintain data veracity and functionality.

Financial Information

Constellation is a subsidiary of Exelon Corporation. Constellation's Tax I.D. # is 95-4714890. Constellation NewEnergy, Inc. was incorporated in the State of California on January 17, 1995 and later in the State of Delaware on August 27, 1998. Constellation does not have a credit rating with the rating agencies.

Ratings of the parent company, Exelon Corporation, are noted below:

- The NASDAQ Ticker Symbol for Exelon is EXC
- Exelon's senior unsecured long-term credit ratings are as follows:
 - S&P: BBB; Moody's: Baa2; Fitch: BBB
- Exelon's long term credit ratings are as follows:
 - S&P: BBB+; Moody's: Baa2; Fitch: BBB
- Dun & Bradstreet Number: 879723468

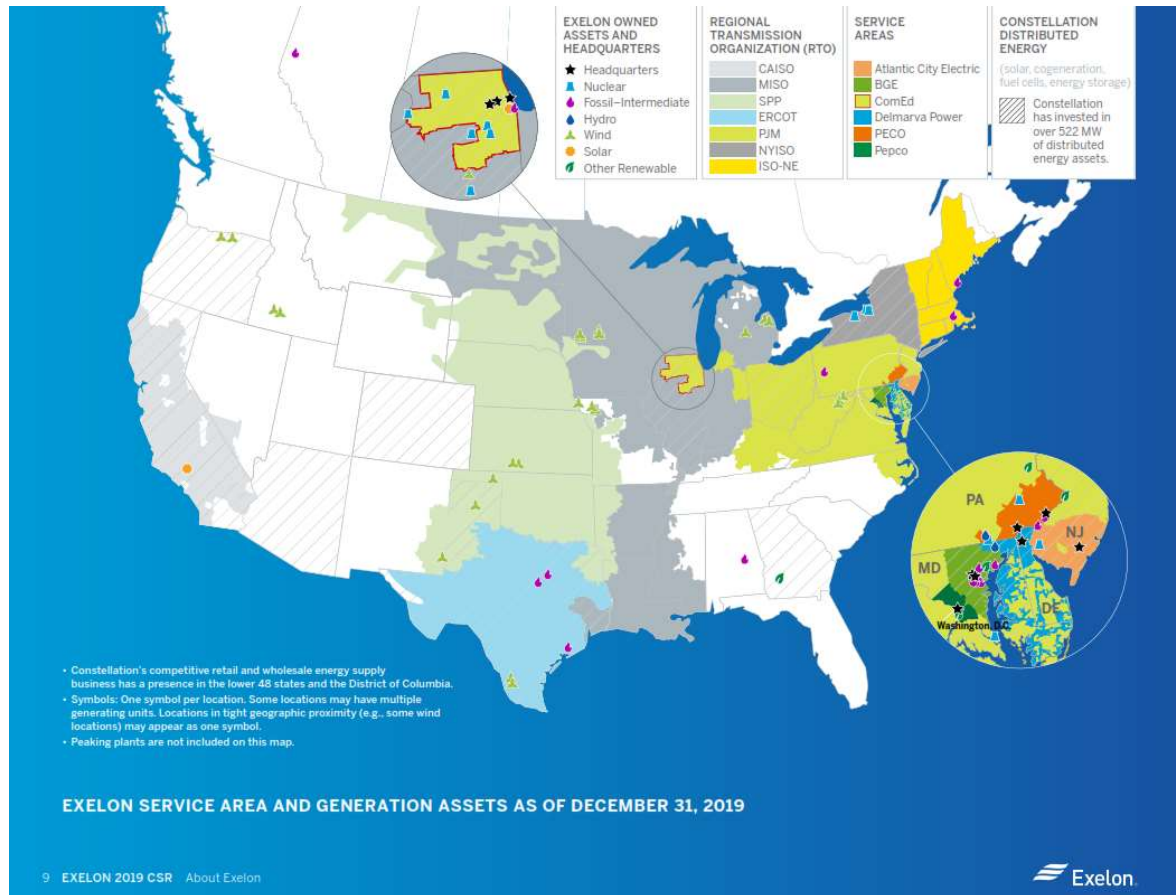
Constellation's & Exelon's most recent 10K and 10Q information can be found at:

<http://www.exeloncorp.com/investor-relations/reports-and-sec-filings>

Electronic copies of Exelon's Annual Reports can be found at:

<http://www.exeloncorp.com/investor-relations/reports-and-sec-filings>

NATIONAL ENERGY LEADERSHIP AND EXPERTISE – CONSTELLATION’S RETAIL CUSTOMERS



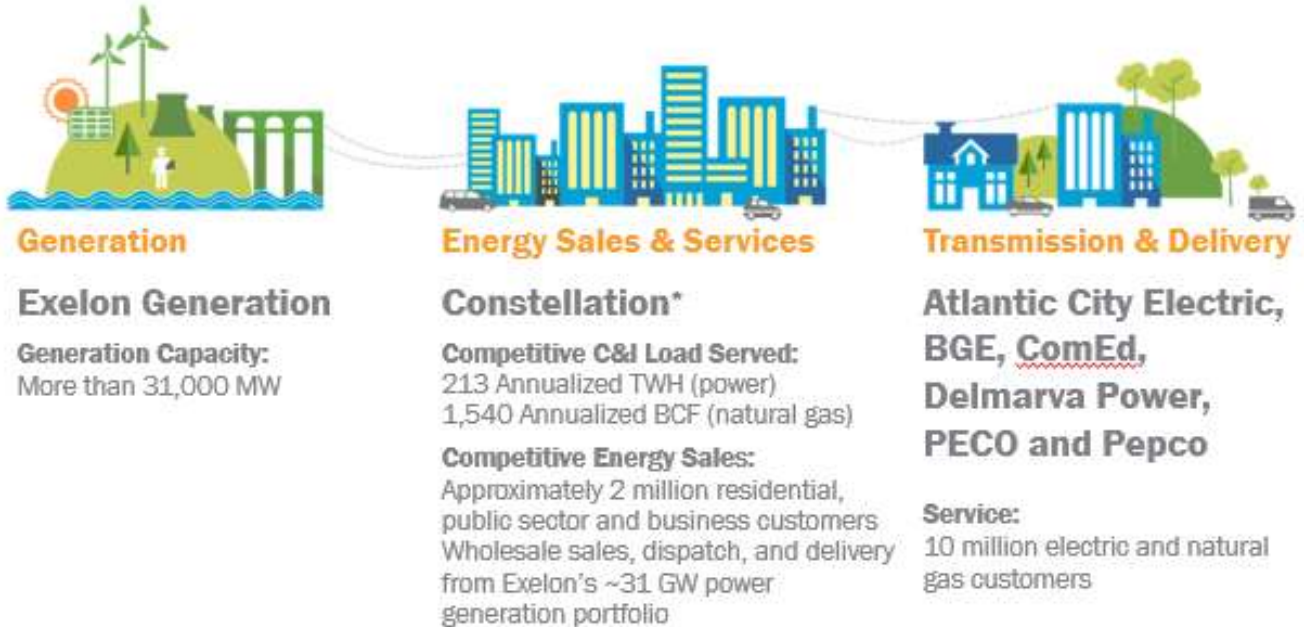
Retail electric supply is available in CA, CT, DC, DE, IL, ME, MD, MA, MI, NH, NJ, NY, OH, OR, PA, RI, TX and VA.

Corporate Organization

Exelon Corporation

A leading U.S. competitive energy provider, with one of the cleanest and lowest-cost power generation fleets and largest retail customer bases in the country, Exelon had over \$34 billion in annual revenues in 2019 and trades on the NASDAQ.

Exelon Corporate Structure



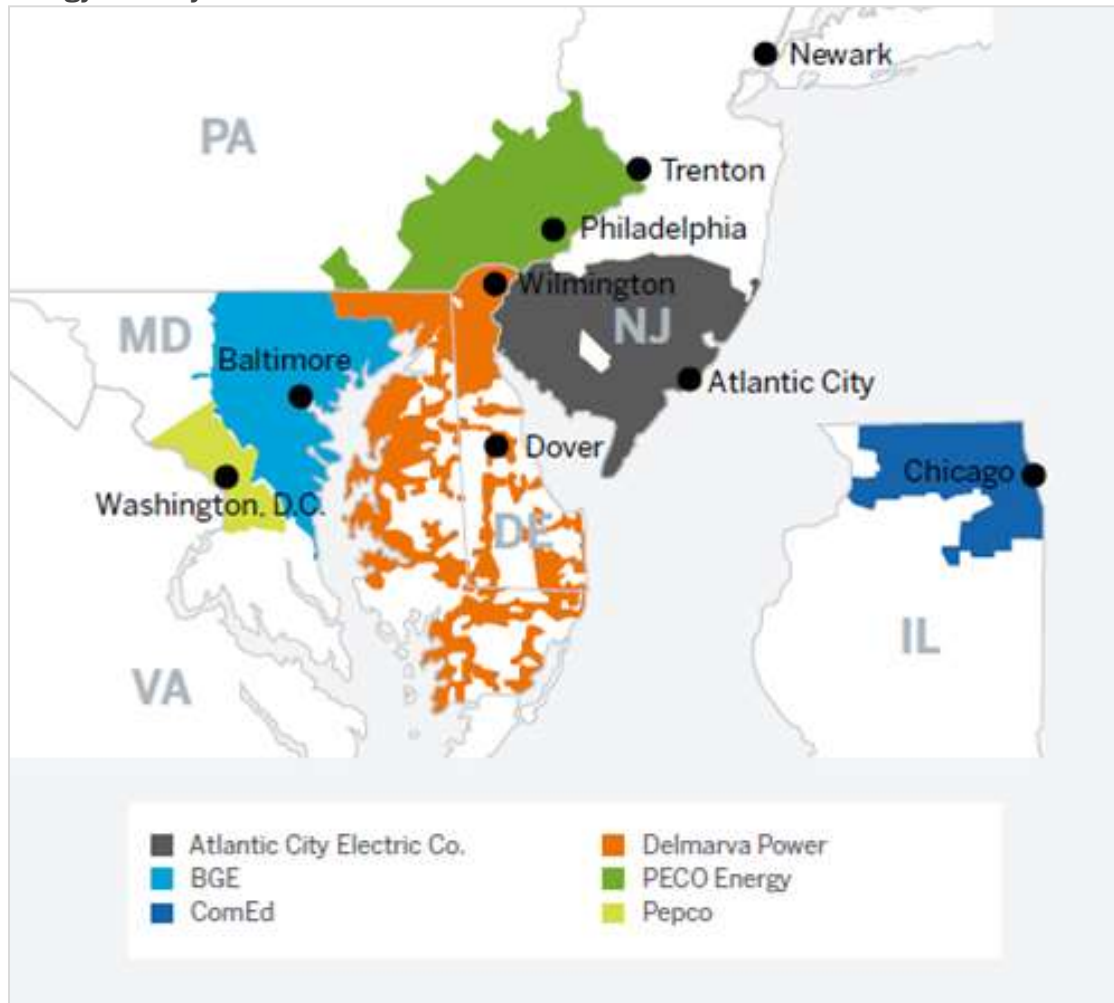
Energy Generation

Exelon Generation Company, LLC is one of the largest competitive power generators in the nation, with owned generating assets totaling more than 31,000 megawatts. With strong positions in the Midwest, Mid-Atlantic, Texas and California, Exelon is the largest owner and operator of nuclear plants in the United States.

Competitive Energy Sales

Constellation is Exelon's competitive retail and wholesale energy business. Constellation and its companies provide an array of innovative energy products and services to customers across the United States. Headquartered in Baltimore, Constellation serves approximately 2 million residential, public sector and business customers, including more than three-fourths of the Fortune 100.

Energy Delivery



Exelon's six utilities deliver electricity and natural gas to approximately 10 million customers in Delaware, the District of Columbia, Illinois, Maryland, New Jersey and Pennsylvania through its Atlantic City Electric, BGE, ComEd, Delmarva Power, PECO and Pepco subsidiaries. This represents 25,590 square miles of service territory, 150,000 electricity distribution lines, 11,472 miles of electric transmission lines, and 30,563 miles of natural gas lines.

How Exelon Ranks

- Exelon has been the top-ranked electric and gas utility on the Fortune 500 each year since 2008.
- Exelon Generation has the lowest carbon intensity among large electricity producers, over four times lower than the next cleanest large producer.
- Exelon was named to the Dow Jones Sustainability North America Index for the 14th year in a row in 2019.



- Exelon had the lowest rate of emissions among the 20 largest public or privately held energy producers in 2019.

Driving Competition and Customer Choice

As the nation's largest competitive energy provider, Exelon maintains a strategic presence in key competitive markets and believes that competition drives choice, innovation and savings for businesses and residential customers alike. The company champions competitive power markets as the best framework for meeting important economic and environmental policy objectives, including ensuring the nation's shift to a cleaner energy supply in the most cost-effective manner.

Advancing Clean Energy

Exelon believes that clean, affordable energy is the key to a brighter, more sustainable future. It has one of the nation's cleanest and lowest-cost power generation portfolios, with 60% nuclear, 21% natural gas, approximately 9% hydro, wind, solar and other clean generation. In addition, Constellation provides customers with clean energy solutions including natural gas supply, solar energy solutions, energy efficiency services and real-time energy management.

Exelon has long supported efforts to reduce carbon and other forms of air pollution from the power sector. Since its formation in 2000, Exelon has been a leader in climate change disclosure and an advocate for low-carbon generation, energy efficiency and customer choice. Given its presence across the energy value chain, Exelon has the expertise to effectively support additional needed actions and participate in the growing dialogue on greenhouse gas (GHG) emission reduction opportunities across the economy. Exelon's business strategy is based on delivering clean, affordable and reliable electric generation to its customers. Exelon has maintained a corporate GHG emission inventory since 2001 and has completed third-party verification on its inventory since 2008. Exelon is also on track to meet and exceed its third corporate GHG emission reduction goal, committing to reduce GHG emissions from internal operations by another 15 percent by 2022, compared to a 2015 baseline. Exelon companies combined have reduced, displaced or avoided nearly 100 million metric tons of U.S. electric sector emission each year from 2005 to 2020. The company is the largest producer of zero-carbon energy, accounting for more than 10% of all carbon-free energy produced in the U.S.

Constellation Business Unit Descriptions

Below is a brief overview of the companies that make up Constellation.

Our Businesses	Quick Facts
Retail Supply	<ul style="list-style-type: none"> • Natural Gas: 784 Bcf delivered in open retail C&I markets (2019) • Retail Power: 152 TWh load served (2019) • Energy Efficiency: 905,000 MWh conserved by customers (2019) • Solar: 417 MW of solar installations completed or under construction (2019) • Trusted supplier to 3/4 of the Fortune 100 • Approximately 2 million residential, public sector and business customers
Wholesale Supply	<p>Wholesale marketing and transaction efforts are focused on the competitive electricity markets in the Mid-Atlantic, Midwest, Northeast, Southeast and Texas.</p> <p>Customers include:</p> <ul style="list-style-type: none"> • Municipal electric utilities • Cooperative and investor-owned utilities • Aggregators • Merchant participants • Major commodity trading houses • Retail energy suppliers • Power plant gas supply and asset management agreements • Upstream asset management services • Annova mid and small scale LNG transport

Staff Member Resumes

Jeffrey Hills **Senior Business Development Manager**

Jeff joined Constellation in September 2006 and has 24 years of experience in the energy industry. Jeff began his career with the US Air Force. Upon completion of military service, Jeff was employed with the JD Power & Associates Research firm as a Research Analyst providing Market research in the Energy and Telecommunications Sectors.

Mr. Hills began his retail energy career developing and implementing marketing and research efforts for Exelon Energy Services in 1998. He has held leadership positions in Sales, Marketing and Operations at Exelon Energy Services, APS Energy Services, NYISO, Direct Energy, Integrys Energy Services and Constellation.

Mr. Hills holds a BS in Management Sciences from Binghamton University, *magna cum laude*.

Location:
106 Afton Lake Road
Afton, N 13730
Office: 607-208-4107
Mobile: 607-725-9816
Jeffrey.Hills@constellation.com

Melanie Clements **Senior Account Manager**

Melanie joined Constellation in July 2007 and has 10+ years of experience in the energy industry. Melanie's career began providing sales support for large national Fortune 500 customers. Currently she helps manage and provide electricity service to regional-based customers across many different states. At Constellation, Melanie enjoys helping customers manage their energy usage and costs by acting as a direct contact for service questions and requests, help with Constellation's online energy management portal, and providing insight from Constellation's top market experts and tools/reports available.

Melanie holds a BS in Hospitality Management from University of New Hampshire.

Location:
545 Boylston St. Suite 500
Boston, MA 02116
Office: 617-717-3028
Melanie.Clements@constellation.com



Kate Stanley
Account Manager

Kate has nearly 15 years of experience in the power industry. She joined Constellation in 2005, holding various Legal Regulatory Compliance roles supporting Constellation's retail and wholesale power businesses. In 2018, Ms. Stanley joined the Retail Sales organization as an Account Manager. In addition to her career at Constellation, Kate worked for several years as a Personal Lines Appraiser with Chubb Insurance.

As an Account Manager, Kate provides broad support for current customers, manages RFP/RFBs, and assists clients in meeting their energy goals. She primarily supports Constellation's business in the Northeast and Mid-Atlantic regions with a focus on the public sector.

Kate is a graduate of Gettysburg College where she earned a Bachelor of Arts degree *summa cum laude*, with dual majors in Art History and American Studies.

Location:
1310 Point Street, 9th fl.
Baltimore, MD 21231
Office: 667-313-2038
Kate.Stanley@constellation.com

Authorized Person

Nancy Fischer
VP Retail Operations
1001 Louisiana St.
Constellation Suite 2300
Houston, TX 77002

Management Background

James McHugh

Executive Vice President, Exelon Corporation
CEO, Constellation

Profile

A 24-year veteran of the energy industry, McHugh leads Constellation, Exelon's competitive retail and wholesale businesses. Constellation is responsible for the marketing of electricity, natural gas and other energy-related products and services to its wholesale, commercial, industrial, and residential customers, as well as ensuring the optimization of Exelon's generation portfolio by obtaining maximum value for power produced while managing risk for the company and its shareholders. Constellation has a business presence in 48 states and Washington, D.C..

Professional History

McHugh previously served as senior vice president of wholesale trading. In this role, he was responsible for wholesale trading and portfolio management of Exelon's generation, load, transactions and contracted



assets. The group is responsible for optimizing the value of the company's national portfolio through its trading decisions in the power, natural gas, and environmental products markets.

Before that, McHugh was senior vice president, portfolio management and strategy. In that role, he was responsible for fundamental analytics and commodity price forecasting, the portfolio management hedging strategy for the company's integrated generation and load portfolios, pricing and structuring of complex transactions, product management, transmission analytics, quantitative analytics, and wholesale/retail integration.

Prior to the merger with Constellation, he was the director of the Midwest and Mid-Atlantic regional trading desks for the Exelon Power Team. Prior to that, he held various positions in the Power Team including director of portfolio management and manager of the proprietary trading book. Prior to joining the Power Team, he worked for five years at Conectiv Energy in Wilmington, Delaware, where he was the director of power trading for the company's integrated power portfolio of generation assets and load positions in the PJM markets. He also worked at PJM Power Pool as an engineer in the scheduling and operations groups where he was responsible for analyzing PJM's interchange limits and scheduling interchange transactions between PJM and neighboring control areas.

Civic Involvement

McHugh is a member of the board of trustees of the Maryland Zoological Society, operator of the Maryland Zoo in Baltimore, and the Maryland Science Center.

Education

McHugh has a bachelor's degree in electrical engineering from Lehigh University, and a master's of business administration in finance from Villanova University.

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Mark P. Huston

President, Constellation

Profile

A 35-plus year veteran of the energy utility industry, Huston oversees Constellation's industry leading national retail energy business and is responsible for sales and marketing of power, natural gas, sustainable energy & energy efficiency to commercial, industrial and residential customers in the United States.

Professional History

Huston has been a leader in Constellation's retail business since 2006 and has overseen its development into a national leader offering customers a range of solutions to manage energy-related costs over time. He led a series of acquisitions which became the foundation for Constellation's retail business including AES NewEnergy, Alliance Energy Services, Kaztex Energy Management, Blackhawk Energy Services, StarTex Power, MXenergy, Exelon Energy Services, ProLiance, Integrys Energy Services and ConEdison Solutions. Today, Constellation's family of retail businesses serves approximately 2 million residential, public sector and business customers, including three-fourths of the Fortune 100, and does business in 48 states and Washington, D.C.



Huston’s prior leadership positions at Constellation include: Co-President of Customer Supply overseeing competitive retail and wholesale businesses; VP of Electric Transmission & Distribution for BGE overseeing the design, engineering, construction and operations for the utility’s electric system; VP Corporate Strategy & Development overseeing strategy and acquisitions. Huston began his Constellation career as a summer student/scholarship recipient in 1981 and worked as a co-operative engineering student until joining the company full time in 1986.

Civic Involvement

Huston is Vice Chairman of Catholic Charities Blasé Cooke Classic and a board member with the Economic Alliance of Greater Baltimore (EAGB) and the Maryland Chamber of Commerce. He is the Outgoing Chairman of the Maryland Science Center, the Catholic Charities Leadership Breakfast, and the United Way Tocqueville Society. His former board participation also includes: Baltimore Municipal Golf Corporation, First Tee Baltimore, University of Maryland’s Dean of Engineering Board of Visitors, Special Olympics Maryland, and Howard Community College Foundation.

Education

Huston received a Bachelor's Degree in Mechanical Engineering under the co-operative education program from the University of Maryland, College Park and a Master's Degree in Applied Management from the University of Maryland, University College.

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Daniel J. Verbanac

Senior Vice President, Retail, Constellation

Profile

A 31-year veteran of the energy industry, Verbanac is responsible for Constellation’s sales of electricity to more than 100,000 commercial, industrial and public sector customers, and co-led the Retail Systems Transformation efforts related to the acquisition of Integrys Energy Services.

Professional History

Prior to the merger of Integrys Energy Services and Constellation in November 2014, Verbanac was president of Integrys Energy Services, Inc. (formerly WPS Energy Services, Inc.) where he helped the company become a leading natural gas and electricity supplier operating in competitive markets across the United States and Canada. As president, he had operational and financial responsibility for the competitive energy marketing and energy asset business, which included C&I and residential solar businesses.

Verbanac began his career with Wisconsin Public Service Corporation in 1984 as an applications programmer/analyst, and subsequently served as senior systems programmer, supervisor of customer information systems, and supervisor of technology/platform services. He joined WPS Energy Services, Inc. in 1996 as director of technical development and implementation and was promoted to chief operating officer in 2004. Following WPS’s 2007 merger with Peoples Energy, in 2009, Verbanac was named president of the newly formed Integrys Energy Services.

Civic Involvement



Verbanac serves on the board of directors of the Greater Green Bay YMCA and the Northeast Wisconsin Technical College.

Education

Verbanac holds a Bachelor’s Degree in Computer Science from Lakeland College in Sheboygan, Wisconsin, and is a graduate of Harvard Business School’s Advanced Management Program.

Family

Verbanac lives in northern Wisconsin, with wife, Jeanne, and two children.

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Andrew Singer

Vice President, East

Profile

Andrew is responsible for developing and executing Constellation’s strategy to provide integrated energy solutions that help major commercial and industrial corporations, federal agencies, and trade associations buy, manage and use energy, from electricity and natural gas procurement to renewable generation and conservation. He provides expert advice to regional customers on how to solve and manage their complex energy-related issues and optimize their budgets.

Professional History

Prior to his current role, Andrew worked as vice president of National Sales. He has spent over 20 years of his career at Constellation and its predecessor companies, having begun his career in energy as a sales representative on the West Coast. Andrew has developed a unique view on the evolution of the energy marketplace and how various entities have been responding to these changes, from the deregulation of markets to the adoption of disruptive energy technologies.

Andrew is a nationally recognized speaker on today’s critical energy topics, including the future of alternative energy solutions, why green and sustainable business practices matter, and how businesses can implement dynamic budget-centric energy management programs. He has spoken at a wide range of industry conferences hosted by the Edison Electric Institute (EEI), the Defense Energy Support Center at CERAWeek, Renewable Energy & Technology Conference (RETECH), World 50’s Sustainability 50 event, the Israel Dealmakers Summit and the World Energy & Engineering Conference, among others.

Civic Involvement

He is actively involved in the local Baltimore community and sits on a number of boards, including JobLink of Maryland, Inc., a non-profit organization that serves as a conduit between job seekers and employment opportunities in the Baltimore metropolitan area.

Education

Andrew holds a Bachelor of Arts Degree in History and English Literature and Rhetoric from Binghamton University and a J.D. from Whittier College School of Law in southern California.

SECTION III: References

Firm:	Municipal Electric and Gas Alliance (MEGA)
Contact Person:	Ronald Feldstein President & CEO Office: 518.306.1996 Mobile: 607.434.3333 rfeldstein@megaenergy.org
Power Flow Start	August 2010
Type of Services:	Power

Firm:	Village of Liberty
Contact Person:	Judy Zurawski 167 N. Main Street Liberty, NY 12754 libertyvillageclerk@verizon.net 845-292-2250 ext #: 113
Power Flow Start	May 2007
Type of Services:	Power

Firm:	City of Utica
Contact Person:	Mike Mahoney Director, Department of Facilities Utica City Hall 2 nd Floor 1 Kennedy Plaza Utica, NY 13502 mmahoney@cityofutica.com (315) 792-0155
Power Flow Start	September 2007
Type of Services:	Power

SECTION IV: Scope of Services

Value Added Services

Energy Market & Policy Expertise

Constellation customers get access to energy experts. From real-time Twitter and blog updates to monthly webinars and weekly market updates, our expert analysts help you understand what's happening in the energy markets, what's new in energy technology and management practices and what's relevant in the state and federal energy policy arena.

Customer Service:

We regularly receive high ratings from customers in customer satisfaction surveys. We know our customers have a choice, and our goal is to provide a consistently high level of service to ensure that their choice of an energy supplier is effortless. The County will have a direct point of contact for all its billing, pricing and contracting needs.

Products:

We tailor our products to fit your needs, bringing you the right product at the right price. We provide innovative supply-side products and services that enable you to manage your total energy costs and mitigate the effects of volatile energy prices.

Online Account & Budget Management

Constellation's *Energy Manager* online service offers a free and easy way to view and pay electricity invoices, schedule price alerts and manage energy decisions more efficiently. It puts all the information you need at your fingertips, so you'll have more power to handle your account and more time to get things done. <https://energymanager.constellation.com>.

View and pay invoices

- Track invoices and payments
- Schedule one-time, auto, or recurring payments
- Set up invoice alerts
- Export invoices

Manage energy decisions

- View electricity and natural gas market prices
- Set up price alerts
- Analyze historical usage
- Identify how much usage is at risk for price fluctuations
- View custom reports

Renewable Energy Certificates

Many businesses today purchase renewable energy certificates ("RECs") to gain a competitive advantage and satisfy increasing demands for environmental responsibility.

Businesses can easily enhance their energy strategies by procuring varying amounts of renewable energy certificates - up to 100%.

Renewable Energy Certificates

To encourage the sale of renewable electricity nationwide, a system was established that separates renewable electricity generation into two parts: the electricity produced by a renewable generator and the environmental attributes of that generation. These attributes include the tons of greenhouse gas avoided by generating electricity from renewable resources instead of conventional fuels.

What you get

- Green-e® Energy* Certified RECs from wind generating facilities located within the continental United States
- Support from Constellation's green team and marketing experts to help effectively demonstrate your commitment to the environment

Why buy RECs

- Purchasing RECs is quick and easy while showing your support for the operation and development of renewable power plants
- RECs allow you to make environmental claims about a reduction in greenhouse gas emissions associated with your electricity use
- It allows you to demonstrate your commitment to the environment to your customers, employees and other stakeholders

Constellation offers customers three options for purchasing RECs

- **Bundled Electricity and RECs** - Business customers can easily package RECs into their electricity contract up front with a single transaction. This arrangement covers a designated percent of electricity usage for the full term.
- **RECs Only** - This option allows business customers to buy a fixed quantity of RECs. Customers can choose when and how many RECs they want to procure at any point.
- **Alternative Sources** - Beyond RECs, businesses have numerous options for renewable energy sources that vary in complexity and cost.

Behind-the-Meter Solutions

At Constellation, we create solutions that offer you the flexibility to effectively manage your total energy profile. Whether it's support of corporate sustainability and emissions reduction goals or management and operation services for complex energy assets, Constellation can provide:

- A "one-stop shop" for energy management expertise, with the support of best-in-class technology
- Operational and revenue stream efficiencies to alleviate your financial burden for needed infrastructure
- Scalable assets with customizable turnkey solutions utilizing the latest technological advances

Efficiency Made Easy®

Managing total energy cost over time requires an energy strategy focused on quantity as well as price. Energy conservation measures can go a long way toward lowering consumption and associated costs while achieving sustainability goals and meeting regulatory compliance, like LEED certification. However, financing for these projects is often an obstacle.

Constellation is driven by a simple philosophy: Instead of regarding energy expenditures as a cost center, Constellation shifts the paradigm to make energy savings a working fund for environmental excellence, facility modernization and budgetary control. For over three decades Constellation has been an industry leader in providing innovative, high impact energy efficiency services, from design to financing to operations. We have an unmatched portfolio of energy products and services we bring to our customers, and we are proud of our record of standard-of-excellence projects. Constellation is able to provide structured financing arrangements, and the core offering depends on the project type and the financing vehicle chosen for that project. Efficiency Made Easy® (“EME”) agreements provide energy efficiency assets to customers with no upfront charge in conjunction with a power supply agreement. In an EME project, the Constellation process focuses on providing “low-hanging fruit” infrastructure improvements through a bundled commodity agreement. This allows customers to achieve infrastructure benefits with no upfront capital outlay and a turnkey implementation.

Constellation will work with local utility and other grant providers to determine the eligibility for funding for the specific measures. All grants, rebates, or other incentives are applied as a “buy down” to the project. Constellation will perform analyses, complete required applications, and apply our experience and expertise to optimize the impact of funding from utility and other federal, state and local sources.

Once the project scope is designed within the customer goals and cash flow parameters, the EME Agreement is signed and the project is implemented. The customer does not start paying for the project until the EME Agreement starts. The “EME Service Fee” appears as a line item on the customer’s monthly electricity bill. Over time, the energy reductions and saved operations costs serve to offset the EME Service Fee so the budget is cost neutral.

Performance Contracting

Many state and local government customers choose the performance contracting option to fund building improvements and achieve sustainability goals. With no capital required, the projects are supported entirely by the guaranteed energy savings over time - giving customers an avenue for payment and justification of their investment.

Design/Build

Some organizations are fully capable of funding energy efficiency projects, but need professional energy expertise, project design and delivery experience to reach their efficiency goals. Constellation and our alliance partners provide that service as a part of the EME process.

Energy Efficiency Program Features

High-Impact Measures (included in most energy efficiency projects)

- Lighting Retrofits
- Building Automation Controls
- Water Conservation
- HVAC Upgrades

Capital Measures (long-term energy efficiency engagements)

- Boiler Upgrades - Savings depend on the facility size and heating needed
- Roof Repairs/Upgrades - Largely critical to facility modernization
- Insulation/Window Upgrades - Smaller financial benefits but highly desired for increased comfort

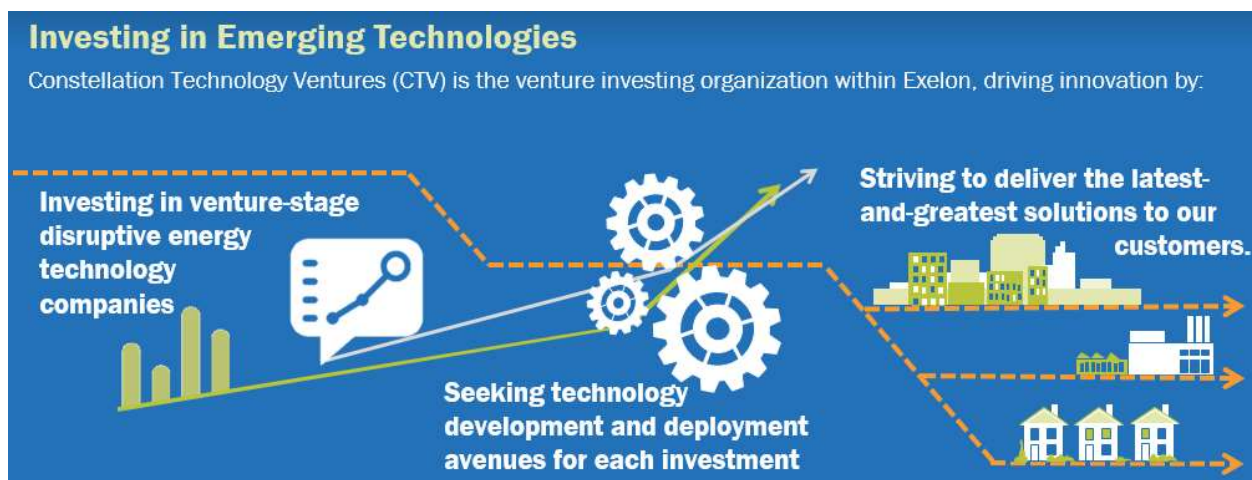
Peak Load Alerts and Load Response

With our Peak Load Management Programs, Constellation leverages its wholesale market expertise and aims to predict peak grid hours. We then send day-ahead and day-of notifications, alerting you to the anticipated peak. This allows you to choose if you would like to curtail load or not—no obligation; it is completely voluntary. Please see Exhibit I for additional information on this offering.

Load response is a diverse offering of solutions that can be combined to create one of the biggest energy cost offsets. For businesses able and willing to curtail energy use in response to various grid conditions, load response programs can deliver revenue and energy offsets while minimizing the risk of sudden disruptions. Load response is offered by CPower through a strategic alliance with Constellation.

Emerging Technologies

Constellation Technology Ventures (CTV) is the venture investing organization within Exelon. CTV drives innovation by researching and investing in emerging energy technologies with the goal of providing new solutions to customers in competitive markets. By investing in cutting-edge energy start-ups, CTV helps to shape our energy future and acts as a forward-looking research function, alerting us to emerging energy technologies that could transform our industry and provide customers with new energy solutions. A full spectrum of investment and funding is available at www.constellation.com/ctv.



Electric Supply

A lot of businesses today have tremendous potential to manage their electricity costs and risk over time through a range of options - from simple fixed price and index arrangements to a variety of blended solutions.

There may be confusion based on the number of different "standard" offers from various suppliers.

Constellation is in the business of providing a wide array of energy products to enable customers to address their electricity needs and make the best decisions for managing their budgets and guarding against market volatility.

Sometimes, the lowest rate may not produce the lowest energy cost over time.

ELECTRICITY SUPPLY OPTIONS:

Fixed* or Secured Price

Fixed* or secured price solutions give businesses the ability to secure a set price-per-kWh during a designated contract term.

Index Price

With the index price option, businesses pay the varying market price of electricity for each given hour (or other market-specific interval). This fluctuation provides businesses with the flexibility to adjust their usage to take advantage of market dips.

Flexible Index Solution (FIS)

With this blended approach, businesses can easily attain a fixed price for a percentage of their usage without the complexity of managing block purchases.

Index Plus Block Solutions (IPBS)

Energy decision makers can manage price volatility by layering fixed portions of their usage—creating opportunities to better manage costs.

Minimize Volatile Pricing (MVPe)

Like a fixed price, MVPe offers a “set it and forget it” strategy with budget certainty, removing the risk of locking in a single-point-in-time fixed price.

Information-to-Implementation (i2i)

This set of specific proprietary reports and tools allows customers to execute, analyze and maintain an active, cost-effective energy price risk management strategy. The i2i tools enable customers to create customized energy purchasing budgets and plans that can be refined over time in response to evolving market conditions. i2i helps customers determine how much load to fix as part of managing energy costs, utilizing tools that help businesses analyze, develop, execute and maintain an active energy management strategy.

**Product availability varies by state and customer class*

Open Pricing:

We consider a number of variable factors in arriving at our pricing, including without limitation, the wholesale price of power, which is ever changing, the cost to Constellation of securing ancillary and other services, the date on which the parties anticipate electricity supply to begin, general economic conditions, and the effective date of, and final terms and conditions contained in, a binding written electricity supply agreement signed and delivered by authorized representatives of both parties. We reserve the right to withdraw or modify the pricing contained in this RFP response at any time upon notice to you.

Indicative Pricing:

This submission is not intended to be, and shall not be construed as, a binding offer to provide electricity and related services. Excluding any executable pricing set forth in the Cost Proposal Form included as part of Section V of this RFP response, any other pricing provided in this RFP response is illustrative only of what Constellation would consider charging the County for electricity and related services if the parties were to enter into a binding written contract on mutually acceptable terms (a "Supply Agreement") as of the date of this RFP response. The final pricing at which Constellation would consider supplying electricity and related services to the County depends on a number of variable factors, including without limitation, the wholesale price of power, which is ever changing, the cost to Constellation of securing ancillary and other services, the date on which the parties anticipate electricity supply to begin, general economic conditions, and the effective date of, and final terms and conditions contained in, a Supply Agreement signed and delivered by authorized representatives of both parties. Definitive pricing shall be established only if, and at such time as, the parties mutually execute and deliver such a Supply Agreement.

Environment

Environmental Principles

Exelon and Constellation understand the strategic importance of environmental sustainability to our business and recognize that environmental performance and commitment are important to our customers, investors and employees. Exelon has built its business strategy on the fundamental principle that a clean, reliable and affordable energy portfolio is essential to sound public policy and to sustainable investor value. Community and environmental responsibility are part of Constellation's core values, and the company has been committed to delivering innovative products and services to its customers so that they can achieve their sustainability objectives. Together the combined focus on environmental sustainability is a powerful element of the company's sustainable growth strategy.

Exelon has been on the Dow Jones Sustainability North America Index for 14 years in a row as of 2019.

Learn more about Exelon's environmental commitment at
www.exeloncorp.com/environment/overview.aspx

View the Exelon Corporate Sustainability Report at
[http://www.exeloncorp.com/sustainability/Documents/dwnld_Exelon_CSR%20\(1\).pdf](http://www.exeloncorp.com/sustainability/Documents/dwnld_Exelon_CSR%20(1).pdf)

Diversity & Inclusion and Minority/Women Owned Business Practices

Constellation is fully committed to the concept and practice of equal employment opportunity and affirmative action. Constellation is proud of its achievements in promoting the success of minorities,



females, veterans and individuals with disabilities and continually reaffirms its commitment to promote equal employment opportunity. Positions with Constellation are open to qualified individuals regardless of their age, disability, marital status, national origin, race, religion, sex, sexual orientation, veteran status or other conditions protected by law. Constellation believes it gains a competitive advantage by fostering an environment that appreciates different perspectives. Our company will continue to develop a workforce that not only meets the needs of its increasingly diverse customers but also is reflective of our customers and the communities in which we do business.

From a corporate perspective, Constellation abides by federal, state and local policies in dealing with minority businesses through a set of policies used throughout the organization. These policies are filed as required with the federal and state government agencies in the jurisdictions in which each organization conducts business operations; however, in the normal course of providing proposals, Constellation does not provide copies of these policies.

Diversity and Inclusion (“D&I”) is fundamental at Exelon and Constellation. As a United Nations HeForShe Champion, Exelon provides 24-hour access to D&I resources and quarterly webinars, and has received numerous awards from DiversityInc, the Human Rights Campaign, U.S. Veterans Magazine, G.I. Jobs Military Friendly Employers, and the Military Times. Though the generation and transmission of electricity is such that it limits direct participation from diversity certified subcontracts, Exelon supports Local and Diverse businesses, from office supplies to equipment maintenance to consulting. Exelon sourced more than 61 percent of its spend from local suppliers and spent over \$2.4 billion with diversity-certified suppliers in 2019.

Exelon was inducted as the first energy company joining The Billion Dollar Roundtable Inc.’s member companies. The Billion Dollar Roundtable Inc. (BDR) is an advocacy organization that promotes corporate supplier diversity excellence and honors U.S.-based corporations that have achieved \$1 billion or more in annual, direct spending with minority and women-owned businesses. Collectively, Exelon companies, including Constellation, spent close to \$2 billion with diversity-certified suppliers in 2016. Constellation contributed nearly \$4 million to organizations important to local communities and our employees volunteered 35,000 hours in 2017 as a part of this shared commitment with Exelon. Please visit Exelon’s Diversity & Culture webpage at <http://www.exeloncorp.com/careers/diversity-and-culture>.

Standard Supply Agreement

In response to the RFP, Constellation has submitted a copy of its standard Electricity Supply Agreement (See Exhibit H) (the “Agreement”) for the product(s) requested. Constellation anticipates that, in the event it is determined to be the successful bidder, Constellation and the County will execute the Agreement for the Account(s) priced in the RFP response. Furthermore, the parties agree that only the fully executed Agreement will constitute the parties’ entire agreement and understanding and may not be contradicted nor supplemented by the terms and conditions of the RFP. To the extent that the terms and conditions in the RFP are not addressed in the Agreement or conflict or are inconsistent with those in the Agreement, Constellation takes exception to those terms.

SECTION V: Cost Proposal

Exhibit A – Proposal Form
Exhibit B – Cost Proposal Form
Exhibit C – Proposal Identification

SECTION VI: Mandatory Documentation

Exhibit D – Attachment A – Non-Collusive Bidding Certificate
Exhibit E – Attachment B – Acknowledgment by Proposer
Exhibit F – Attachment C – Vendor Responsibility Questionnaire
Exhibit G – Attachment D – Certification Pursuant to Section 103-g of the NYS General Municipal Law

SECTION VII: Other Documentation

Exhibit H – Standard Supply Agreement and Insurance Certificates
Exhibit I – Peak Response Product Sheet
Exhibit J – Exceptions and Clarifications to RFP and/or Mandatory Documentation Terms

Exhibit A

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies
Proposal Number: 2021-101

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
July 7, 2021	Addendum #1
July 14, 2021	Addendum #2
July 15, 2021	Addendum #3
July 19, 2021	Addendum #4

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

Site and locality examinations are not applicable to the scope of service for this RFP (the retail supply of electricity).

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) ~~MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")~~
Constellation takes exception to MS-4-1 because it is inapplicable to the retail supply of electricity by an ESCO such as Constellation.
7. Communication concerning this Proposal shall be addressed to:

Jeff Hills

106 Afton Lake Road

Afton, NY 13730

Phone: 607-208-4107 Jeffrey.Hills@constellation.com

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

Exhibit B

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies

Proposal Number: 2021-101

Fixed adder to New York Independent System Operator (NYISO) day ahead market price per kWh, load zone F.

SC- 3 Secondary (11 accounts)

\$ 0.00808/kWh _____

SC-3A Transmission (1 account)

\$ 0.00808/kWh _____

SC-3 Primary (2 accounts)

\$ 0.00808/kWh _____

SC-3 Sub-transmission (1 account)

\$ 0.00808/kWh _____

SC-2 (1 account)

\$ 0.00808/kWh _____

This is an all or none offer for the five groups listed above

Exhibit C

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies
Proposal Number: 2021-101

COMPANY: Constellation NewEnergy, Inc.

ADDRESS: 1310 Point St., 9th Floor

CITY, STATE, ZIP: Baltimore, MD 21231

TEL. NO.: 607-208-4107

FAX NO.: N/A

E-MAIL: Jeffrey.Hills@constellation.com

FEDERAL TAX ID NO.: 95-4714890

REPRESENTATIVE: Jeff Hills

SIGNATURE AND TITLE _____

DATE 7/21/2021

Exhibit D

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Nancy H. Fischer
Signature

Vice President, Retail Operations
Title

Constellation NewEnergy, Inc.
Company Name

7/20/2021
Date

Exhibit E

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

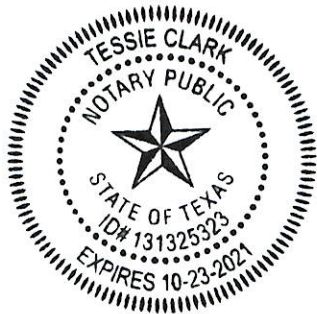
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Texas)
COUNTY OF Harris) SS.:

On this 21st day of July, 2021, before me personally appeared Nancy H. Fischer, Nancy H. Fischer with a corporate address) at 1001 Louisiana St. Suite 2300, Houston, TX 77002 that she is the (give title) Vice President - Retail Operations of the (name of corporation) Constellation NewEnergy, Inc. herein. the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public, State of Texas

Qualified in Harris County

Commission Expires 10/23/2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

Exhibit F

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: Constellation NewEnergy, Inc. <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Constellation NewEnergy, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 95-4714890 b) DUNS # 879723468	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.Constellation.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1310 Point St., Floor 8, Baltimore, MD 21231		7. TELEPHONE NUMBER 607-208-4107	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 106 Afton Lake Rd., Afton, NY 13730		10. TELEPHONE NUMBER 607-208-4107	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jeffrey Hills Title Sr. Business Development Manager Telephone Number 607-208-4107 Fax Number N/A e-mail Jeffrey.Hills@constellation.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. <i>Constellation is a wholly owned subsidiary of Exelon Corporation (Nasdaq - EXC). No one person owns 10% or more stock of EXC.</i>			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # **95-4714890**

State of: Texas)
) ss:
County of: Harris)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

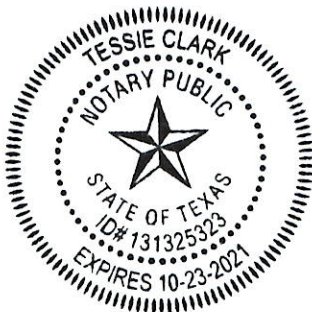
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Constellation NewEnergy, Inc.
Name of Business
1310 Point St., Floor 8
Address
Baltimore, MD 21231
City, State, Zip

Signature of Owner Nancy H. Fischer
Printed Name of Signatory Nancy H. Fischer
Title Vice President- Retail Ops

Sworn before me this 21 day of July, 2021;
Tessie Clark
Notary Public



Tessie Clark
Printed Name
Tessie Clark
Signature
07/21/2021
Date

GH

Exhibit G

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Nancy H. Fischer
Signature

Vice President, Retail Operations
Title

7/20/2021
Date

Constellation NewEnergy, Inc.
Company Name

Exhibit H

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Flexible Index Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.														
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.														
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.														
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).														
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.														
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.005250/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).														
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.														
Fixed or Variable, (explanation of how the price is determined):	<p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table> <tr> <td>Energy Cost</td><td>Passed Through</td></tr> <tr> <td>Ancillary Services And Other ISO Costs</td><td>Fixed</td></tr> <tr> <td>Capacity Costs</td><td>Fixed</td></tr> <tr> <td>Line Loss Costs</td><td>Passed Through</td></tr> <tr> <td>NY TOTS Project Costs</td><td>Passed Through</td></tr> <tr> <td>NY ZEC Program Costs</td><td>Passed Through</td></tr> <tr> <td>NY REC Program Costs</td><td>Passed Through</td></tr> </table>	Energy Cost	Passed Through	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Passed Through	NY TOTS Project Costs	Passed Through	NY ZEC Program Costs	Passed Through	NY REC Program Costs	Passed Through
Energy Cost	Passed Through														
Ancillary Services And Other ISO Costs	Fixed														
Capacity Costs	Fixed														
Line Loss Costs	Passed Through														
NY TOTS Project Costs	Passed Through														
NY ZEC Program Costs	Passed Through														
NY REC Program Costs	Passed Through														

The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

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Price(s) for **Flexible Index Solutions**:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
07/30/21	08/30/24	\$0.00808

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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ALBANY COUNTY ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Passed Through
NY TOTS Project Costs	Passed Through
NY ZEC Program Costs	Passed Through
NY REC Program Costs	Passed Through

The contract prices contained in the Account Schedule include any credit costs and margin.

Capacity Cost (Fixed): You have elected the "**Fixed**" option for your "**Capacity Costs**" as noted in the table above. "**Fixed**" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on the UDC's regular adjustments to your ICAP Tag (kW). "**ICAP Tag (kW)** " means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

New York Offshore Wind Renewable Energy Credits ("NY OREC"): Your contract price does not include NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving your Account(s) is considered Passed Through charges under this Agreement and shall be passed through to you.

"**NY OREC Costs**" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

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New York Power Authority ("NYPA") Economic Development Power Programs: If you have elected or elect any time during the term of this Agreement to participate in and receive power for your Account(s) under this Agreement (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "**NYPA Economic Development Power Programs**") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then you understand and agree that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with your Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to you as a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Niagara Mohawk Power Corporation	NIMO	1-800-867-5222

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Albany County

[[Seal Stamp

Signature: _____

Signature: _____

Printed Name:

Title:

Printed Name:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

Address: 112 State St Rm 1200
Albany, NY 12207-2023

Fax:

Phone:

Email:

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jeffrey S Hills

G398605.60590.0

Printed: 7/20/2021

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY REC Program Costs" means any cost related to the purchase of eligible renewable energy certificates ("REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("TOTS")) as approved by the Federal Energy Regulatory Commission ("FERC") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time. If NY TOTS Project Costs are "Passed Through," under this Agreement then your contract price **does not include** NY TOTS Project Costs, and such TOTS Project Costs shall be passed through to you. You shall be responsible for paying your pro rata share of the NY TOTS Project Costs.

"NYC UXT" means New York City Utility Excise Tax.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or

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other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER

AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or

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other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:**For: Albany County****The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on July 26, 2021****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.***THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 16

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NIMO	0111271106	16 EAGLE ST, ALBANY, NY 12207	08/12/21	08/11/24	\$0.00808
NIMO	0351271102	112 STATE ST, ALBANY, NY 12207	08/12/21	08/11/24	\$0.00808
NIMO	2168680146	780 ALBANY SHAKER RD, ALBANY, NY 12211	08/10/21	08/09/24	\$0.00808
NIMO	2268681109	830 ALBANY SHAKER RD, LATHAM, NY 12110	08/10/21	08/09/24	\$0.00808
NIMO	3628681106	840 ALBANY SHAKER RD, LOUDONVILLE, NY 12211	08/09/21	08/08/24	\$0.00808
NIMO	3663063002	6 LODGE ST, ALBANY, NY 12207-2111	08/12/21	08/11/24	\$0.00808
NIMO	4191268116	60 S PEARL ST, ALBANY, NY 12207	08/12/21	08/11/24	\$0.00808
NIMO	4339937105	CHURCH ST, ALBANY, NY 12202	08/30/21	08/29/24	\$0.00808
NIMO	4695894005	51 S PEARL ST, ALBANY, NY 12207	08/17/21	08/16/24	\$0.00808
NIMO	7668679102	875 WATERVLIET SHAKER RD, ALBANY, NY 12211	08/09/21	08/08/24	\$0.00808
NIMO	7722421102	390 NEW SALEM RD, VOORHEESVILLE, NY 12186	07/30/21	07/29/24	\$0.00808
NIMO	8039139107	N WASTE WATER TR, ALBANY, NY 12204	08/31/21	08/30/24	\$0.00808
NIMO	8415814003	51 S PEARL ST, ALBANY, NY 12207	08/12/21	08/11/24	\$0.00808
NIMO	8931270127	32 CLINTON ST, ALBANY, NY 12202-1817	08/12/21	08/11/24	\$0.00808
NIMO	9611270126	162 WASHINGTON AVE, ALBANY, NY 12210	08/12/21	08/11/24	\$0.00808
NIMO	9771270108	175 GREEN ST, ALBANY, NY 12202	08/12/21	08/11/24	\$0.00808

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jeffrey S Hills

G398605.60590.0 Printed: 7/20/2021

SAMPLE

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jeffrey S Hills

G398605.60590.0 Printed: 7/20/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: Shannon Moyer PHONE (A/C, No, Ext): 202-263-3917 E-MAIL ADDRESS: shannon.moyer@marsh.com	FAX (A/C, No):
CN101345242-Gen-GUWE-21-22	INSURER(S) AFFORDING COVERAGE	
INSURED Constellation NewEnergy, Inc. C/O Exelon Risk Management Department 2301 Market Street Philadelphia, PA 19101	INSURER A : Everest Denali Insurance Company	NAIC # 16044
	INSURER B : Everest National Insurance Co	10120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006753988-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU & BROAD FORM PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EN4GL00174-211 (General Liability)	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Per Loc/Per Proj Agg \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EN4EX00024-211 (Umbrella)	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 35,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Albany County
112 STATE STREET, Room 1000
Albany, NY 12207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Constellation NewEnergy, Inc. C/O Exelon Risk Management Department 2301 Market Street Philadelphia, PA 19101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers Compensation

Policy No.: WC5117510P

Carrier: Associated Electric & Gas Insurance Services Ltd.

Policy Term: 5/15/2021 - 5/15/2022

Limit: \$35,000,000

Retention: See below

Schedule: Excess Workers Compensation Self Insured Retention

\$ 3,000,000 Exelon Corporation and its subsidiaries unless otherwise noted below

\$ 1,000,000 Baltimore Gas & Electric Company and its subsidiaries

\$ 200,000 Constellation Holdings, LLC; Constellation Energy Resources, LLC; Constellation Nuclear, LLC; and their subsidiaries

Excess Workers Compensation - 2nd Layer

Policy No. EN4EW00024-211

Carrier: Associated Electric & Gas Insurance Services Ltd.

Policy Term: 5/15/2021 - 5/15/2022

Limit: Statutory xs AEGIS \$35,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: Shannon Moyer PHONE (A/C, No, Ext): 202-263-3917 E-MAIL ADDRESS: shannon.moyer@marsh.com	FAX (A/C, No):
CN101345242-ALL-EXCES-21-22	INSURER(S) AFFORDING COVERAGE INSURER A : Associated Electric & Gas Ins Svcs Ltd	NAIC # 3190004
INSURED Constellation NewEnergy, Inc. C/O Exelon Risk Management Department 2301 Market Street Philadelphia, PA 19101	INSURER B : INSURER C : Everest National Insurance Co INSURER D : INSURER E : INSURER F :	10120

COVERAGES **CERTIFICATE NUMBER:** CLE-006753926-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			*Covered under Excess below*			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			*Covered under Excess below*			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			XL5076710P "Includes General Liability, Auto Liability and Employers' Liability"	05/15/2021	05/15/2022	EACH OCCURRENCE AGGREGATE RETENTION \$ 35,000,000 \$ 70,000,000 \$ SEE ATTACHED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Excess Workers' Compensation			WC5117510P	05/15/2021	05/15/2022	Ea Accident / Ea Employee 35,000,000
C	2nd Layer - XS Workers Comp.			EN4EW00024-211	05/15/2021	05/15/2022	Statutory xs AEGIS \$35M xs SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Albany County
112 STATE STREET, Room 1000
Albany, NY 12207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Constellation NewEnergy, Inc. C/O Exelon Risk Management Department 2301 Market Street Philadelphia, PA 19101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Schedule: Excess Liability Self Insured Retention

\$10,000,000	Exelon Corporation and its subsidiaries unless otherwise noted below
\$ 3,000,000	Baltimore Gas & Electric Company and its subsidiaries
\$ 2,000,000	Pepco Holdings LLC and its subsidiaries
\$ 1,000,000	Exelon Wind, LLC and its subsidiaries
\$ 200,000	Constellation Holdings, LLC; Constellation Energy Resources, LLC; Constellation Nuclear, LLC; and their subsidiaries

Schedule: Excess Workers Compensation Self Insured Retention

\$ 3,000,000	Exelon Corporation and its subsidiaries unless otherwise noted below
\$ 1,000,000	Baltimore Gas & Electric Company and its subsidiaries
\$ 200,000	Constellation Holdings, Inc. ; Constellation Energy Resources, LLC; Constellation Nuclear, LLC; and their subsidiaries

Exhibit I



Expense Reduction Through Peak Load Management

Turn Curtailment into Opportunity

Capacity charges ensure that there is an adequate excess supply of electricity to meet the highest levels of grid demand. Each year capacity charges may account for a considerable portion of your total supplier electric bill.

These charges are based on a facility's energy usage during a select number of peak usage hours during the previous year. Conscious management of your load and reducing your usage during these peak setting hours can in turn reduce capacity charges for the upcoming year.

What Is Peak Load and Why Does It Matter?

As a consumer of electricity from the grid, you pay for both the actual energy you consume (the kilowatt hours) and the amount of energy that needs to be available to serve your account based on your kilowatt demand (peak load, also called peak demand). The peak load on an electrical grid is simply the highest demand that has occurred over a specified time period. By making targeted adjustments to energy usage during these peak hours, your overall energy costs can be reduced over time.

How Is Each Peak Load Contribution Determined?

Your peak load contribution (PLC) is determined by your usage during the highest peak hours from the previous year. The hours during which the usage was the highest across the entire independent system operator (ISO) grid—not just your zone or utility—the “peak hours,” vary regionally.

How Does Peak Load Management Work?

When considering energy management, it is not only imperative to focus on how much energy is used, but also when it is being used as this can affect your PLC. With our Peak Load Management Programs, Constellation leverages its wholesale market expertise and aims to predict peak grid hours. We then send day-ahead and day-of notifications, alerting you to the anticipated peak. This allows you to choose if you would like to curtail load or not—no obligation; it is completely voluntary.

What Are the Benefits?

Benefits are realized the following year when regional grid operators determine your share of capacity charges based on historical consumption during peak grid hours. In short, if you reduce consumption at peak hours this year, you'll be charged less next year.

- **Low-risk opportunity - Voluntary participation**
- **Transparency - Informational access into consumption patterns**
- **Active participation results in:**
 - For fixed capacity shared savings customers—a credit on your invoice during the year following your participation in the program
 - For pass-through capacity customers—a reduced peak load contribution (PLC) and therefore a lower monthly capacity charge the following year
 - For fixed capacity notification only customers—a reduced peak load contribution (PLC) and therefore a lower monthly capacity charge when a new contract is priced

How Does It Differ from Demand Response?

Both peak load management and demand response relate to curtailing energy demand at a given time. Demand response however is a program in which customers must respond to the utilities' requests when demand is too high and there is not enough energy to meet the grid's peak, reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives. Peak load management, on the other hand, is entirely voluntary.

How Do I Develop a Peak Load Management Plan?

We can help. Constellation's Peak Load Management Programs allow customers to reduce usage during peak setting hours—which in turn can reduce your capacity charges for the upcoming year. Constellation's peak management program is completely voluntary.

Contact Us Today

Turn curtailment into an opportunity. Talk to your Constellation Business Development Manager for more details on how to develop a peak load management strategy and reduce your load while saving your company money.

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Exhibit J



EXHIBIT J

Constellation NewEnergy's Clarifications and/or Exceptions to Request for Proposals Department of General Services RFP #2021-101 Firm Electric Supply From Energy Service Companies ("RFP"):

Constellation NewEnergy, Inc. ("**Constellation**") is pleased to present the attached bid to County of Albany ("**County**"). Please note that Constellation would like to clarify the following:

Attachment C – Vendor Responsibility Questionnaire exceptions and clarifications of Constellation:

Questions 15(a) through 21 – Responses are to the best of Constellation's knowledge and belief as of the date of Constellation's submission of its RFP response

Question 16(a)(6) – Not applicable because CNE is not a M/WBE

Question 17 – Constellation's general response is modified to reflect the following:

Constellation has been and is involved on an ongoing basis in, inquiries, proceedings, and investigations before various regulatory entities for various matters from time-to-time. Any penalties from concluded proceedings have been paid and all concluded proceedings have been resolved appropriately, and information regarding material litigation and regulatory proceedings is disclosed in Exelon Corporation's SEC Filings available at <http://www.exeloncorp.com/investor-relations/reports-and-sec-filings>. Constellation's indirect parent is Exelon Generation Company, LLC ("ExGen"). ExGen's parent, Exelon Corporation, is a publicly traded company.

Question 21 – Constellation's general response is modified to reflect the following:

There is no circumstance as of the time Constellation submitted its RFP response in which a contract has been terminated for cause or convenience or Constellation or an affiliate has defaulted on a contract which could be reasonably expected to have a material adverse effect or impact on Constellation's ability to provide services to the County consistent with the terms of the Agreement.

Contract Terms and Conditions: In response to the RFP, Constellation is submitting a copy of its form Electricity Supply Agreement (the "Agreement"). Constellation anticipates that, in the event it is the successful bidder, Constellation and the County will execute the Agreement included with Constellation's RFP response for the facility(ies) in the RFP.

Constellation wishes to clarify that the fully executed Agreement will constitute the parties' entire agreement and understanding and may not be contradicted nor supplemented by the terms and conditions of the RFP.

Constellation would like to clarify, in the event that Constellation is determined to be the successful bidder of the RFP, Constellation and the County will execute the Agreement on the same day of Constellation's bid submission in order for Constellation to lock in its pricing for the County.

Constellation wishes to clarify that the delivery point for the electricity shall be the ISO utility interconnect for the specific facility(ies) identified in the RFP that are served by Constellation pursuant to an Agreement, and that title to the electricity passes from Constellation to the County at such delivery point, and the UDC and ISO are exclusively responsible for the energy transmission and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions. Further, Constellation shall not act as the County's agent nor shall it engage in the

delivery or transportation of any electricity to such facility(ies) because the applicable utility will distribute the electricity to the county's individual meters.

Constellation takes exception to providing the County any documentation that inconsistent with the terms of the Agreement or the performance of Constellation's obligations pursuant to the Agreement.

Constellation takes exception to Section 4.4 of the RFP because the County shall be responsible for any late payment interest as set forth in the Agreement as well as any other charges or early termination payments described in the Agreement.

Constellation takes exception to any indemnification obligations described in Section 11 of the RFP because Constellation's primary obligation for any transaction between the parties related to the RFP is to provide for the supply of electricity to the County's facility(ies) if Constellation is the successful bidder of the RFP. The applicable utility will be responsible for the transmission and delivery of any electricity to the county's facility(ies).

Constellation takes exception to Section 16 of the RFP to the extent it requires Constellation to pay any consequential damages to the County for any breach. Remedy for breach of the Agreement by either party is limited to direct, actual damages.

Constellation takes exception to the following Sections of the RFP because they are inapplicable to the retail supply of electricity by an ESCO such as Constellation:

4.2 (the LDC City Gate is customarily associated with gas related transactions); **4.5 through 4.7** (excluding the County's usage data that Constellation may have in its records relating to any billing by Constellation to the County, any other information described in Section 4.7 is maintained by the utility); **17** (Constellation does not provide any form of cash discount); **27** (Stormwater Management Program is not applicable to the scope of services for this RFP); and **Attachment E MS-41**.

While Constellation has highlighted some specific exceptions above to different sections of the RFP, Constellation takes exception to any terms in the RFP to the extent they are not addressed in the Agreement or conflict or are inconsistent with those in the Agreement.

Constellation's pricing for fixed price products will be valid until 5:00 p.m. on the date Constellation submits its Cost Proposal Form to the County. After that time the fixed price product price(s) become indicative only and subject to revision. Pricing for index products is valid for 5 days as of the date Constellation submits its Cost Proposal Form to the County.

Constellation intends that all information provided by Constellation in response to the County's RFP is true and accurate to the best of Constellation's knowledge and belief as of the date of Constellation's submission of its RFP response.

The contract templates along with Constellation's RFP response are proprietary and confidential and should be treated accordingly.

Thank you for your consideration.