



New York

Disclosure Statement

Contract ID: Multi

**NY DISCLOSURE STATEMENT**

<b>Price</b>	Your price is 2.36800 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price Section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
<b>Fixed or Variable and, if variable, how the price is determined</b>	Variable: Total purchase price shall include, but not be limited to, applicable costs and fees for the following components, some of which may change on a monthly basis: commodity, adder, pass-through charges. See your Transaction Confirmation for full details
<b>Third-Party Compensation Disclosure</b>	The Purchase Price includes a fee of \$0.00150 per kilowatt-hour for Buyer's Energy Broker or Energy Consultant ("Agent"). Any future services Agent performs on Buyer's behalf may result in additional fees which shall be payable by Buyer and passed through to Agent on Buyer's behalf.
<b>Length of the agreement and end date</b>	12 Months
<b>Process customer may use to rescind the agreement without penalty</b>	Rescission without penalty not permitted
<b>Amount of Early Termination Fee and method of calculation</b>	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
<b>Amount of Late Payment Fee and method of calculation</b>	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
<b>Provisions for renewal of the agreement</b>	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
<b>Conditions under which savings to the customer are guaranteed</b>	Savings compared to the Utility rate are not guaranteed



**Direct Energy Business, LLC**  
1001 Liberty Avenue Pittsburgh, PA 15222  
1.888.925.9115  
[www.directenergy.com](http://www.directenergy.com)

**Date:** March 11, 2025  
**Product Code:** NYISO\_DA\_FA\_XLCES\_NY  
**Contract ID:** Multi

#### CUSTOMER INFORMATION

**Customer Name:** County of Albany  
**Contact Name:** Angelo Gaudio P.E.  
**Address:** 112 State Street, ALBANY, NY, 12207  
**Telephone:** 518.447.1624  
**Fax:** 518.433.0369  
**Email:** [angelo.gaudio@albanycountyny.gov](mailto:angelo.gaudio@albanycountyny.gov)

**Billing Contact:**  
**3rd Party Bill Pay:**  
**Billing Address:**  
**Telephone:**  
**Fax:**  
**Email:**

#### ELECTRICITY TRANSACTION CONFIRMATION - New York Day Ahead Fixed Adder with Purchasing Options excluding Losses and CES

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement dated May 15, 2015, as may be amended (the "CMA"). All attachments and exhibits hereto, including any request for a Forward Purchase or Purchase Confirmation are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

#### DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: August 01, 2025, and will continue for a term of 12 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

#### DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

#### BILL TYPE - DUAL

#### CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity and capacity tag values and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

#### PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

NYISO	Value
Energy	Pass Through
Ancillaries	Included
Capacity	Included
CES*	Pass Through
Losses	Pass Through
Applicable Taxes	Pass Through

Any Actual Quantities of Electricity necessary to meet Customer's full usage requirements not covered by a Forward Purchase will be priced at the Day Ahead LMP. Customer understands and agrees that the combination of Forward Purchase(s) and Electricity priced and purchased at Day-Ahead LMP shall equal 100% of Customer's metered kWh usage.

## DEFINITIONS

**Ancillaries:** Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

**Clean Energy Standard (CES):** Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard and the New York PSC Order Adopting a Clean Energy Standard issued and effective on August 1, 2016 as Case 15-E-0302. Below are the basic components that make up the various Tiers that are imposed on all load serving entities in NY.

If CES is noted as 'included' above, then the following CES components are included in the Purchase Price.

Tier 1, as defined in 'Order Adopting Modification to CES' dated 10/15/2020

Zero-emission Credits (ZECs)

The following CES components are not known at this time and therefore are not included in the Purchase Price. Once known, they may be passed through to Buyer pursuant to the Changes to Purchase Price section (or Purchase Price section, as applicable) set forth in the CMA.

Tier 2, as defined in Tier 2 Petition submitted by NYSEDA on 1/27/2020

Tier 4, future LSE obligation under development

Offshore Wind Standard, as reflected in Case 18-E-0071 issued and effective 7/12/2018

**Day-Ahead Locational Marginal Price (LMP):** The hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the NY ISO, as settled the day preceding the actual delivery of such Electricity.

**Exhibit A:** The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

**Exhibit B:** The Exhibit that Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

**Load Following Forward Purchase:** Converting percentages of Electricity in 1% increments up to a maximum of 100% of Customer's metered kWh usage from the Day-Ahead LMP index to a fixed price.

**Load Following Forward Purchase Request:** The first document Customer submits to Seller to describe the details of the requested Load Following Forward Purchase.

**New York ISO (NY ISO):** The New York Independent System Operator.

**Purchase Confirmation:** The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

**Services Fee:** The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

**Transmission:** The transportation of energy over high voltage wires from a generator to the Utility.

## SPECIAL PROVISIONS

**1.. Load Following Forward Purchase:** Customer may purchase a percentage of its Electricity requirements, plus losses associated with transmission and delivery service, as a Load Following Forward Purchase. Such losses will be billed as a separate charge but at the same price as Electricity as fixed in accordance with the Load Following Forward Purchase and will be invoiced as either a separate item or included in the total aggregate charge for the Load Following Forward Purchase. Such purchases may not be less than 1% or more than 100% of Customer's total Actual Quantities for a minimum term of one (1) month. To initiate a Load Following Forward Purchase, Customer should fully complete and execute the required information in the attached "Request for Load Following Forward

Purchase" and submit to Seller five business days prior to the desired start date. Seller will review and provide additional details and optionality in a form substantially similar to Exhibit B. If Customer finds the terms acceptable, it should execute the form and submit to Seller. All Load Following Forward Purchase orders are binding upon being filled and are made a part of this Transaction Confirmation. Seller will send a Purchase Confirmation to Buyer each time a Load Following Forward Purchase is filled. If more than one Load Following Forward Purchase is in effect for any month of the Delivery Period, Seller shall invoice Customer at the weighted average fixed price of said Load Following Forward Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Customer to acknowledge receipt of such shall not invalidate the Forward Purchase as agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

**2.. Email Transactions:** The Parties consent to the use of electronic agreements and to conduct Transactions and/or Load Following Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

**3.. PRICE INDEX MOVEMENT:** BY EXECUTION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE DAY-AHEAD LMP INDEX IS A CONSTANTLY FLUCTUATING MARKET PRICE AND WILL VARY. CUSTOMER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.

**4.. Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

**5.. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

**6.. Billing and Payment:** The following is hereby added to the Billing and Payment section of the CMA:  
"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

**7..** Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has only demand meters, or has at least one demand meter in each utility service territory in which it has metered accounts. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

**8.. Covered Dwellings:** Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.

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

**10.. Risk Acknowledgements:** By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

**TAX EXEMPTION STATUS - If exempt, must attach certificate**

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

- Non-Exempt
- Partial Exemption – NY State Residential property (TP 385 required)
- Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

**Buyer:** County of Albany  
**By:** Michael P. Goughlin  
**Name:** Michael P. Goughlin  
**Title:** Deputy County Executive  
**Date:** 6/10/25

**Seller:** Direct Energy Business, LLC  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Contract ID:** Multi  
**Internal ID:** 00249605

## EXHIBIT A PRICING ATTACHMENT

Exhibit A identifies the Customers supplied under this Transaction Confirmation dated 3/11/2025. In the absence of the avoidance of doubt, the Transaction Confirmation constitutes a separate agreement between Direct Energy Business, LLC and each Party listed below, as if each such Party had executed a separate Transaction Confirmation on its own behalf and naming only itself as the Supplier or Customer.

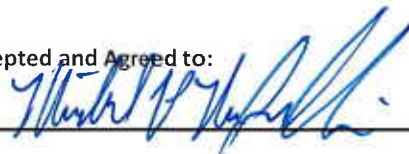
**County of Albany**  
**Term Aug25 - 12 Months**  
**NYISO\_DA\_FA\_XLCES\_NY**

Contract ID	Customer	Account Number	Service Location	Utility Rate Class	Zone	Capacity / Transmission Tags	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
97794	County of Albany	8039139107	1 Canal Rd	SC3A	F	1238.26	0.02368	10,636,715
97796	County of Albany	8415814003	51 S PEARL ST	SC2	F	0.1	0.02368	490
97863	County of Albany	3628681106	840 Albany Shaker Rd	SC3	F	667.81	0.02368	3,979,796
97863	County of Albany	4339937105	Church St	SC3	F	824.8	0.02368	7,434,767
97864	County of Albany	4695894005	51 S. Pearl Street	SC3	F	599.71	0.02368	4,837,190
97865	County of Albany	0111271106	Eagle St	SC3	F	162.22	0.02368	1,084,366
97865	County of Albany	0351271102	112 State St	SC3	F	287.07	0.02368	897,047
97865	County of Albany	2168680146	780 Albany Shaker Rd	SC3	F	812.81	0.02368	3,238,180
97865	County of Albany	2268681109	830 Albany Shaker Rd	SC3	F	138.1	0.02368	686,802
97865	County of Albany	3663063002	6 Lodge St	SC3	F	395.18	0.02368	2,067,094
97865	County of Albany	4191268116	60 S Pearl St	SC3	F	109.34	0.02368	694,389
97865	County of Albany	7668679102	820 Albany Shaker Rd	SC2D	F	4.04	0.02368	95,944
97865	County of Albany	7722421102	Rr 85a	SC2D	F	21.23	0.02368	149,867
97865	County of Albany	8931270127	32 Clinton Ave	SC3	F	167.9	0.02368	689,417
97865	County of Albany	9611270126	162 Washington Ave	SC3	F	166.07	0.02368	781,188
97865	County of Albany	9771270108	175 Green St	SC3	F	79.09	0.02368	456,403

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Accepted and Agreed to:

By:



Date:

6/10/25