

Agenda
County Facilities Committee – Buildings and Grounds
Department of Public Works
July 21, 2020 9:00 am

Committee Members: *BEATY, Bruno, Magowan, Conover, Diamond, Hogan, Seeber*

I. Committee Meeting Call to Order..... Chairman Beaty

II. Motion to Approve Minutes of Prior Committee Meeting.....Chairman Beaty

III. Action Agenda/New Business

Page

- 2 Request: Renew agreement with Constellation Energy Services..... Kevin Hajos
 Rationale: To obtain preferred supplier of Electricity for the County
- 14 Request: Renew agreement with Direct Energy Business..... Kevin Hajos
 Rationale: To obtain preferred supplier of Natural Gas for the County
- 21 Request: Ratify the actions of the Chairman of the Board..... Kevin Hajos
 Rationale: To lock in lower rates for electricity and natural gas supply
- 22 Request: New Contract with Fitzgerald Brothers..... Kevin Hajos
 Rationale: To obtain supplier for vending machine beverages
- 23 Request: New Contract with Prestige Services..... Kevin Hajos
 Rationale: To obtain supplier for vending machine snacks

IV. Referral/Pending Items

- 1) Discussion to continue regarding changes to the concrete area at the front entrance of the Municipal Center Building. (01.22.20) Committee decided to delay any action on this item until more information is available regarding the impacts of the COVID-19 pandemic on the County’s finances. (04.21.20).
- 2) Referral from the Environmental Concerns & Real Property Tax Services Committee to put a plan in place to address asbestos in the old jail. (03.02.20) Committee decided to delay any action on this item until more information is available regarding the impacts of the COVID-19 pandemic on the County’s finances. Committee Chair Beaty agreed to meet with Supervisor Magowan on his idea for developing a working group to gather more information on this details on working group to be brought back to Committee before establishing. (04.21.20).

V. Information for Discussion/Review

Photos and update on the OES facility

VI. Privilege of the floor to discuss any additional items to come before Committee

Motion to Adjourn.....Chairman Beaty

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Facilities

DATE: 07/21/2020

- (a) Purpose of Request: Authorizing the Chairman of the Board to execute a renewal agreement with Constellation Energy Services as preferred supplier for electricity through the Municipal Electric & Gas Alliance (MEGA) for various Warren County properties.

- (b) Details: Agreement is for 36 month term commencing on October 30, 2020 and continuing to November 29, 2023 at a fixed rate of \$54/MWh for existing accounts associated with the renewal

- (c) Previous Resolution Number: R346/2015

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: .415 codes in various budgets

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price 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 \$.002500/ 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):	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). <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 80%;">Energy Cost</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Line Loss Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY REC Program Costs</td> <td style="text-align: right;">Fixed</td> </tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Fixed	NY REC Program Costs	Fixed
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Capacity Costs	Fixed														
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NY ZEC Program Costs	Fixed														
NY REC Program Costs	Fixed														

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 **Fixed Price Solutions**:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/30/20	11/29/23	\$0.05400

* 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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WARREN COUNTY - NY ("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.

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

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

NY TOTS Project Costs: Customer's contract price **includes** New York Transmission Owner Transmission Solution ("TOTS") Project Costs. Such NY TOTS Project Costs are considered "Fixed" under this Agreement and are included in the contract price. In the event that the NY TOTS Project Costs are modified, amended or otherwise adjusted in any way, then any such modification, amendment or adjustment may be deemed a change in law pursuant to terms of this Agreement. "**NY TOTS Project Costs**" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York as approved by FERC pursuant to order 154 FERC 61,196 issued on March 17, 2016.

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.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

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

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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") + \$.002500/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 free 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.

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

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

Constellation NewEnergy, Inc.

Customer: Warren County - NY

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300

Houston, TX 77002

Attn: Contracts Administration

Address: 1340 STATE ROUTE 9

LAKE GEORGE, NY 12845-3434

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone:

Email:

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Sales Rep: Jeffrey S Hills

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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.

"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 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.

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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 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

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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: Warren County - NY**

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on July 14, 2020

**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: 43

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NIMO	0071414009	ALDEN AVE, Radio Tower, WARRENSBURG, NY 12885	11/06/20	11/05/23	\$0.05400
NIMO	0317680103	353 Schroon River Rd, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	0397680107	HORICON AVE, WARRENSBURG, NY 12885	11/04/20	11/03/23	\$0.05400
NIMO	0503807109	5239 Lake Shore Dr, Bolton Landing, NY 128144503	11/04/20	11/03/23	\$0.05400
NIMO	0557680109	Horicon Ave, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	0743807105	Lake Shore Dr, Bolton Landing, NY 128144807	11/04/20	11/03/23	\$0.05400
NIMO	1154037109	Main St, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	1248205004	Gurney Ln, Queensbury, NY 128044807	10/30/20	10/29/23	\$0.05400
NIMO	1284034109	Ski Bowl Rd, North Creek, NY 128534807	10/30/20	10/29/23	\$0.05400
NIMO	1528514017	1340 STATE ROUTE 9, LAKE GEORGE, NY 128453434	10/30/20	11/02/23	\$0.05400
NIMO	1637680106	254 Horicon Ave, Warrensburg, NY 128854807	11/09/20	11/08/23	\$0.05400
NIMO	1757680104	Schroon River Rd, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	1817680104	Horicon Rd, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	2343093007	1400 State Route 9, Lake George, NY 128453435	11/03/20	11/02/23	\$0.05400
NIMO	2538898101	GURNEY LN, QUEENSBURY, NY 12804	10/30/20	10/29/23	\$0.05400
NIMO	2934037100	4055 MAIN ST, WARRENSBURG, NY 128851135	11/04/20	11/03/23	\$0.05400
NIMO	3113882100	Warren County Ai, Warrensburg, NY 128854807	11/18/20	11/17/23	\$0.05400
NIMO	3154037101	4028 Main St, Warrensburg, NY 128851100	11/04/20	11/03/23	\$0.05400

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NIMO	3588827108	1340 State Route 9, Lake George, NY 128453434	11/03/20	11/02/23	\$0.05400
NIMO	3613882100	Warrensburg Rd, Stony Creek, NY 128784807	11/18/20	11/17/23	\$0.05400
NIMO	3792222017	1340 State Route 9, Lake George, NY 128453434	10/30/20	10/29/23	\$0.05400
NIMO	3862103001	00 Prospect Mountain Hwy, Lake George, NY 128454807	11/30/20	11/29/23	\$0.05400
NIMO	4538897106	Old State Rd, Lake George, NY 128454807	11/05/20	11/04/23	\$0.05400
NIMO	4631433106	CHESTNUT RIDGE RD, QUEENSBURY, NY 12804	11/12/20	11/11/23	\$0.05400
NIMO	4651433102	CHESTNUT RIDGE RD, QUEENSBURY, NY 12804	11/12/20	11/11/23	\$0.05400
NIMO	4671433108	CHESTNUT RIDGE RD, QUEENSBURY, NY 12804	11/12/20	11/11/23	\$0.05400
NIMO	4691433104	CHESTNUT RIDGE RD, QUEENSBURY, NY 12804	11/12/20	11/11/23	\$0.05400
NIMO	5868079015	443 QUEENSBURY AVE, QUEENSBURY, NY 12804-7632	11/12/20	11/11/23	\$0.05400
NIMO	5874035118	162 QUEENSBURY AVE, QUEENSBURY, NY 12804-7604	11/12/20	11/11/23	\$0.05400
NIMO	5954035105	443 Queensbury Ave, Queensbury, NY 128047631	11/10/20	11/09/23	\$0.05400
NIMO	6013840103	4028 MAIN ST, WARRENSBURG, NY 12885-1100	11/16/20	11/15/23	\$0.05400
NIMO	6038897108	Old State Rd, Lake George, NY 128454807	11/04/20	11/03/23	\$0.05400
NIMO	6131444003	MAIN ST, POLE 141-2, WARRENSBURG, NY 12885	11/06/20	11/05/23	\$0.05400
NIMO	6412622109	Corinth Rd, Queensbury, NY 128044807	11/04/20	11/03/23	\$0.05400
NIMO	7253840100	Echo Lake Rd, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	7387620105	299 Lower Warren St, Queensbury, NY 128043859	11/10/20	11/09/23	\$0.05400
NIMO	7874135008	3259 Lake Shore Dr, Bolton Landing, NY 128144807	11/06/20	11/05/23	\$0.05400
NIMO	7977679107	Horicon Rd, Warrensburg, NY 128854807	11/06/20	11/05/23	\$0.05400
NIMO	7997679103	Horicon Ave, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	8174036105	Main St, Warrensburg, NY 128854807	11/04/20	11/03/23	\$0.05400
NIMO	9302578104	LOWER WARREN ST, QUEENSBURY, NY 12804	10/30/20	10/29/23	\$0.05400
NIMO	9933882109	Traffic Signal, Warrensburg, NY 128854807	11/16/20	11/15/23	\$0.05400
NIMO	9933882117	Traffic Signal, Warrensburg, NY 128854807	11/16/20	11/15/23	\$0.05400

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

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Payments to Certain Third-Parties: You acknowledge and understand that Constellation is paying a marketing fee to Municipal Electric and Gas Alliance, Inc. in connection with its efforts to facilitate our entering into this Agreement. Municipal Electric and Gas Alliance, Inc. is not a representative or agent of Constellation.

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

Sales Rep: Jeffrey S Hills

G347619.258152.0 Printed: 7/14/2020

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Facilities

DATE: 07/21/2020

- (a) Purpose of Request: Authorizing the Chairman of the Board to execute a renewal agreement with Direct Energy Business as preferred supplier for natural gas through the Municipal Electric & Gas Alliance (MEGA) for various Warren County properties.

- (b) Details: Agreement is for 36 month term commencing on January 1, 2021 and continuing to December 31, 2023 at a fixed rate of \$3.725/Dth for existing accounts associated with the renewal

- (c) Previous Resolution Number: R185/2016

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: .416 codes in various budgets

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS



NEW YORK CUSTOMER DISCLOSURE

Price	Fixed Price :\$3.725 per Dth Variable Price :\$1.109 per Dth
Fixed or Variable and, if variable, how the price is determined	Fixed\Nymex: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation.
Length of the agreement and end date	36 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non - defaulting party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Liquidation Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the maximum amount permitted by law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Host Utility rate are not guaranteed.



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor,
Iselin, NJ 08830
Phone: 1-888-925-9115

Proposal Id 62534096

business.directenergy.com

Marketer Name Loucks, Todd	Date 6/8/2020	Time 2:11:15 PM
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CUSTOMER INFORMATION

Customer Name County of Warren	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renew
Contact Name Kevin Hajos	Billing Contact	
Address 402 Main Street Warrensburg, NY 12885	Billing Address	
Telephone 518-761-6556	Fax 518-761-6595	
Email		

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (“Seller”), and the customer above (“Buyer” or “Customer”) pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated January 03, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account Number	Rate
	Lake George Rd.	39688-27100	SC2
	2999 Lower Warren Street	73876-20105	SC2
	Gurney Lane	98988-97105	SC2
	1400 State Route 9	68284-47003	SC7
	1340 State Route 9	37922-22017	SC2

	443 QUEENSBURY AVE	22369-15005	SC2
	443 QUEENSBURY AVE	39963-52001	SC2
	443 QUEENSBURY AVE	59540-35105	SC2

Delivery Period	Begin:1/1/2021		End: 12/31/2023
	<p>The service start date hereunder will be the date that the Utility enrolls Customer for Seller’s service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the “Renewal Term”) until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination (“Termination Date”) shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.</p>		

Delivery Point	National Grid (Upstate)/NGRID CNE07 MO DTI
-----------------------	--

Contract Quantity (Dth)	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity (ies) listed below.			
	<input type="checkbox"/> Daily		<input checked="" type="checkbox"/> Monthly	
	January	3,228	July	549
	February	2,721	August	549
	March	2,440	September	649
	April	1,431	October	1,376
	May	788	November	2,076
	June	558	December	2,851

Purchase Price

Please initial option desired:

Fixed Price : \$3.725 /Dth_____ Nymex Plus : \$1.109 /Dth_____

Special Provisions

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

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

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

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

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

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$1.109/Dth, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract"). Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract. Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion. Buyer's "Responsible Trigger Contact(s)" have been identified as Kevin Hajos [khajos@warrencountydpw.com]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Change in Utility Account Numbers:

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

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.725 /Dth.

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

Full Plant Requirement – No GSA

Tax Exemption Status

Non-Exempt

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

If exempt, must attach certificate.

BUYER: County of Warren

SELLER: Direct Energy Business Marketing, LLC

By: _____

By: _____ d/b/a Direct Energy Business

Print Name: _____

Print Name: _____

Date: _____

Date: _____

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Facilities

DATE: 7/21/2020

- (a) Purpose of Request: Ratifying the action of the Chairman of the Board to sign for a new contract with Constellation Energy Services (electricity) and Direct Energy Business (natural gas) before the August Board meeting.

- (b) Details: This would allow the County to lock into a Fixed price for 36 months for both electricity and natural gas. The price for both change on a weekly basis. Our current contract for electricity was fixed at \$57.13/MWh, the new contract price is currently set at \$54/MWh. Our current price for natural gas is fixed at \$4.086/Dth, the new contract price is \$3.725/Dth

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 7/21/2020

- (a) Is this a Result of a Bid or Request for Proposal? WC 33-20 (Beverages)
- (b) Purpose of Contract: Contracted Vending Machine Services at Various Warren County Facilities
- (c) Name of Contractor: Fitzgerald Brothers Beverages
- (d) Address of Contractor: 152 Dix Ave Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Gregory Chance 518 793-3431
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: Upon Execution
- (h) Termination Date of Contract: July 31, 2021
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 7/21/2020

- (a) Is this a Result of a Bid or Request for Proposal? WC 33-20 (Snacks)

- (b) Purpose of Contract: Contracted Vending Machine Services at Various Warren County Facilities

- (c) Name of Contractor: Prestige Services

- (d) Address of Contractor: 4 Enterprise Avenue, Clifton Park, NY 12065

- (e) Contractor's Contact Person and Telephone Number: Christopher Williams 518 877-7426

- (f) Has or will the Contract be provided, if so, please attach:

- (g) Commencement Date of Contract: Upon Execution

- (h) Termination Date of Contract: One year after execution

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:

WARREN COUNTY BID TABULATION SHEET

BID NO.: WC 33-20 ITEM(S): RFP FOR CONTRACTED VENDING MACHINE SERVICES AT VARIOUS WARREN COUNTY FACILITIES DATE: JULY 2, 2020 TIME: 3:00 P.M.	NAME & ADDRESS OF BIDDER			NAME & ADDRESS OF BIDDER		
	Fitzgerald Brothers Beverages, Inc. Attn: Gregory Chance 152 Dix Ave. Glens Falls, NY 12801 Ph: 518-793-3431 Fax: 518-793-3691			Prestige Services Inc. Attn: Christopher Williams 4 Enterprise Ave. Clifton Park, NY 12065 Ph: 518-877-7426 Fax: 518-730-0037		
BID AWARDED TO:				RESOLUTION NO.: XX OF 2020		
TERM: COMMENCING UPON EXECUTION OF AGREEMENT AND TERMINATING ONE YEAR THEREAFTER				✓ JULIE A. BUTLER, PURCHASING AGENT		
DESCRIPTION OF ITEM	BID PRICE			BID PRICE		
% COMMISSION TO BE PAID TO THE COUNTY ON A MONTHLY BASIS	20%			10%		
A. GENERAL VENDING	Item Cost x	% Commission =	County Profit	Item Cost x	% Commission =	County Profit
20oz. Pepsi	\$2.25	20.00%	\$.45/unit			
20oz. Vitamin Water	\$2.50	20.00%	\$.50/unit			
20oz. Green Tea	\$2.50	20.00%	\$.50/unit			
1 3/4oz. Bag of Doritos				\$1.25	10.00%	\$.125
3 Muskateers Bar				\$1.75	10.00%	\$.175
TOTAL PROFIT TO COUNTY			\$1.45			\$0.30
B. HEALTHY VENDING	Item Cost x	% Commission =	County Profit	Item Cost x	% Commission =	County Profit
12oz. Tropicana 100% Juice	\$2.50	20.00%	\$.50/unit			
20oz. Vitamin Water	\$2.50	20.00%	\$.50/unit			
12oz. V8 Juice	\$2.50	20.00%	\$.50/unit			
1 1/2oz. Bag of Sun Chips				\$1.25	10.00%	\$.125

WARREN COUNTY BID TABULATION SHEET

BID NO.: WC 33-20 ITEM(S): RFP FOR CONTRACTED VENDING MACHINE SERVICES AT VARIOUS WARREN COUNTY FACILITIES DATE: JULY 2, 2020 TIME: 3:00 P.M.	NAME & ADDRESS OF BIDDER			NAME & ADDRESS OF BIDDER		
	Fitzgerald Brothers Beverages, Inc. Attn: Gregory Chance 152 Dix Ave. Glens Falls, NY 12801 Ph: 518-793-3431 Fax: 518-793-3691			Prestige Services Inc. Attn: Christopher Williams 4 Enterprise Ave. Clifton Park, NY 12065 Ph: 518-877-7426 Fax: 518-730-0037		
DESCRIPTION OF ITEM	BID PRICE			BID PRICE		
B. HEALTHY VENDING (Continued)	Item Cost x	% Commission =	County Profit	Item Cost x	% Commission =	County Profit
Clif Bar				\$2.25	10.00%	\$0.23
TOTAL PROFIT TO COUNTY			\$1.50			\$0.35
C. SODA CANS (CASE)	Cost per Case	Deposit Amount per Case	# of Cans per Case	Cost per Case	Deposit Amount per Case	# of Cans per Case
BRAND	CURRENT USAGE					
Pepsi	39 Cases	\$9.50	\$1.20	24		
Diet Pepsi	32 Cases	\$9.50	\$1.20	24		
Ginger Ale	28 Cases	\$9.50	\$1.20	24		
Diet Ginger Ale	16 Cases	\$9.50	\$1.20	24		
Sierra Mist	3 Cases	\$9.50	\$1.20	24		
Mountain Dew	6 Cases	\$9.50	\$1.20	24		
COMMENTS:						





