

**PUBLIC WORKS COMMITTEE
DPW AGENDA
April 22 2026**

Committee Members: CONOVER, Strainer, Bruno, Diamond, Patchett, Niles and Beaty

I. Committee meeting called to order by Chair

II. Approval of minutes of prior Committee Meeting

III. Privilege of the floor and public comment

IV. Action Agenda/New Business Items

1. Request: Grant Agreement
Rationale: Capital Project H447 Smith Road over 13th Lake Brook bridge replacement, Town of Johnsburg
2. Request: Increase Capital Project H447 Smith Road over 13th Lake Brook bridge replacement, Town of Johnsburg
3. Request: New Contract
Rationale: Smith Road over 13th Lake Brook bridge replacement, Town of Johnsburg
4. Request: New Contract
Rationale: Fuel Service for all County fuel sites.
5. Request: Miscellaneous
Rationale: Close Capital Project H410
6. Request: Amend Budget
Rationale: To increase D.9950 910 Transfers to Capital Projects for closure of H410
7. Request: Miscellaneous
Rationale: Amend Resolution 105 of 2026 for funding level required.
8. Request: Miscellaneous
Rationale: To renew the Intermunicipal Agreements with Towns that host the County Fuel Pumps.
9. Request: Miscellaneous
Rationale: Ratify the Actions of Chairman of the Board for the WQIP Grant
10. Request: Establish Capital Project
Rationale: To create a Capital Project associated with the purchasing of snow equipment associated with the WQIP Grant
11. Request: Miscellaneous
Rationale: To enter into an Intermunicipal Agreement (IMA) with the Town of Queensbury, Town of Hague and the Town of Bolton for local match associated with the WQIP funding through NYSDEC for Snow and Ice equipment.
12. Request: Amend Contract
Rationale: Amend Contract with Constellation for the single pay billing associated with the Community Solar, through Nexamp.

V. Discussion Items

1. Sagamore Retaining wall Project

VI. Referrals/Pending Items

VII. Privilege of the floor and public comment

VIII. Motion to Adjourn

Attachments:

1. Resolution Request No. 5 – Grant Agreement
2. Resolution Request No. 9 – Increase Capital Project
3. Resolution Request No. 3 – New Contract
4. Resolution Request No. 3 – New Contract
5. Resolution Request No. 20 – Miscellaneous
6. Resolution Request No. 7 - Amend Budget
7. Resolution Request No. 20 – Miscellaneous
8. Resolution Request No. 20 – Miscellaneous
9. Resolution Request No. 20 – Miscellaneous
10. Resolution Request No. 8 – Establish Capital Project
11. Resolution Request No. 20 – Miscellaneous
12. Resolution Request No. 4 – Amend Contract

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: DPW

DATE: 4/22/26

- (a) Purpose of Grant: PIN 1763.50 Smith Road over Thirteenth Brook Bridge Replacement, Town of Johsburg (H447)
- (b) Name of Grantor: NYSDOT
- (c) Address of Contractor: 50 Wolf Road, Albany, NY 12205
- (d) Grantor's Contact Person and Telephone Number: Kristen Morris, 518-402-5203
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? Yes
- (f) Effective Date of Grant: Upon execution
- (g) Termination Date of Grant: Upon completion
- (h) Total Dollar Amount Involved (not to exceed): \$410,000.00
- (i) Deadline to Submit Grant Application and/or Grant Agreement: N/A
- (j) Is a Budget amendment required? If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? If Yes, Where are the Funds? List Budget Code (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: H447.9550 280 Smith Road over Thirteenth Brook Bridge Replacement

MUNICIPALITY/SPONSOR: **Warren County**
PROJECT ID NUMBER (PIN): **1763.50** BIN: **3305450**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A
Date Prepared: **3/26/2026** By: **KM**
Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D041942**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the **Warren County** (the "Municipality/Sponsor")
acting by and through **The Board of Supervisors**
with its office at **4028 Main Street, Warrensburg, NY 12885**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Smith Road over Thirteenth Brook Bridge Replacement** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: **Warren County**
PROJECT ID NUMBER (PIN): **1763.50** BIN: **3305450**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A
Date Prepared: **3/26/2026** By: **KM**
Initials

Comptroller's Contract Number: D041942

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **WARREN**)

On the ____ day of _____ in the year 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires: _____

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1763.50

OSC Contract #: D041942		Contract Start Date: <u> / / </u> (mm/dd/yyyy) Contract End Date: <u> / / </u> (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A	
Purpose:		☒ Original Standard Agreement ☐ Supplemental Schedule A No.	
Agreement Type:		Municipality/Sponsor (Contract Payee): Warren County Other Municipality/Sponsor (if applicable):	
☐ State Administered		List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS			
Work Type: BR REPLACE		County (If different from Municipality):	
(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: Smith Road over Thirteenth Brook Bridge Replacement			
Marchiselli Eligible ☒ Yes ☐ No			

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1763.50.121	Current	STBG (80%)	\$386,700.00	\$309,360.00	\$58,005.00	\$19,335.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1763.50.221	Current	STBG (80%)	\$23,300.00	\$18,640.00	\$3,495.00	\$1,165.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$410,000.00	\$328,000.00	\$61,500.00	\$20,500.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1763.50

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$328,000.00	\$61,500.00	\$20,500.00	\$410,000.00
		Total FEDERAL Cost	\$328,000.00
		Total STATE Cost	\$61,500.00
SFS TOTAL CONTRACT AMOUNT			\$389,500.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Kristen Morris</u> Phone No: <u>518-402-5203</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- The State Match is being funded with Marchiselli Program Funds.
- This Master Agreement is for the Preliminary Design, Detailed Design and ROW Incidentals phase of the project. Funding Source is STBG Flex. Preliminary Design = \$193,350.00 and Detailed Design (AC'ed) = \$193,350.00.
-
-
-
-
-
-
-
-
-

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Smith Road over Thirteenth Brook Bridge Replacement**, P.I.N. **1763.50** (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Warren desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and Right-of-Way Incidentals.

NOW, THEREFORE, the Warren County Board of Supervisors, duly convened does hereby

RESOLVE, that the Warren County Board of Supervisors hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the County of Warren to pay in the first instance 100% of the federal and non-federal share of the cost of Design and Right-of-Way Incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$410,000 (Four Hundred and Ten Thousand Dollars) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Warren County Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Chairman of the Warren County Board of Supervisors be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Warren with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

RESOLUTION REQUEST FORM NO. 9

Request to Increase or Decrease or Amend Existing Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: DPW

DATE: 4/22/26

- (a) Exact Title and Number of Project*: Smith Road over Thirteenth Brook Bridge Replacement H447, T/O Johnsburg
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$395,000.00
- (e) Amount of Decrease (if applicable): N/A
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):
 - \$ 328,000 Federal (80%)
 - \$ 61,500 State Marchiselli (15%)
 - \$ 5,500.00 Local Match (transfer from D.9950 910 Transfers-Capital Projects)
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: To fund Preliminary Engineering and Right of Way Incidental phases

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 4/22/26

- (a) Is this a Result of a Bid or Request for Proposal? RFP
- (b) Purpose of Contract: Preliminary Engineering and ROW Incidentals for Smith Road over Thirteenth Brook Bridge Replacement (H447), Town of Johnsbury
- (c) Name of Contractor: C&S Engineers, Inc.
- (d) Address of Contractor: 499 Col. Eileen Collins Blvd., Syracuse, NY 13212
- (e) Contractor's Contact Person and Telephone Number: James Craig 315 703-4379
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: upon execution
- (h) Termination Date of Contract: upon completion
- (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: H447.9550 280 Smith Road over Thirteenth Brook Bridge Replacement

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 4/22/26

- (a) Is this a Result of a Bid or Request for Proposal? Bid WC 20-26 Fuel Maintenance Services
- (b) Purpose of Contract: Term Agreement/on-call services associated with fuel pump maintenance for the 8 County maintained fuel sites
- (c) Name of Contractor: R.M. Dalrymple Co., Inc.
- (d) Address of Contractor: 15 Grace Moore Road Saratoga Springs, NY 12866
- (e) Contractor's Contact Person and Telephone Number: James Ether 518 587-5566
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: June 1, 2026
- (h) Termination Date of Contract: May 31, 2027 with two possible one year extensions
- (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. 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: DPW

DATE: 4/22/26

(a) Purpose of Request: Authorization to close capital project and return funds to funding source.

(b) Details: Authorization to close capital project H410 Peaceful Valley Culvert Replacement and return surplus local match funds to the funding source:

Capital Project	Est Funds	Funding Source
H410	\$128,918.94	D.9950 910

(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. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: DPW

DATE: 4/22/26

(a) Purpose of Amendment: To increase D.9950 910 (Transfers - Capital Projects) in accordance with transfer of surplus local match funds from capital projects

(b) Appropriation Code (with title), Object Code (with title) and Amount:

D.9950 910 - Interfund Transfers (\$128,918.94)

(c) Revenue Code (with title), and Amount:

D.5010 5031 - Interfund Transfers (\$128,918.94)

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: DPW

DATE: 4/22/2026

- (a) Purpose of Request: Amend a previous Resolution. Change of funding level required for the Intermunicipal Agreement (IMA) with the Town of Queensbury.
- (b) Details: The original IMA included a funding level due to the County from the Town of Queensbury as \$475,000. That amount was based on a cost estimate for a 12" waterline replacement, the waterline to be installed will be a 8" line, new funding level is \$225,000
- (c) Previous Resolution Number: 105 of 2026
- (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. 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: DPW

DATE: 4/22/2026

- (a) Purpose of Request: Renew the Fuel Farm Lease Agreements with the Town of Bolton, Town of Hague, Town of Horicon, Town of Johnsburg, and the Town of Lake Luzerne for the next 5 years
- (b) Details: 5 Year Fuel Farm Lease Agreement with Towns. The County will pay a rental in the sum of \$1,200 to each of the Towns whom have a County Fuel Farm on their property. The Towns will pay all electrical cost associated with the fuel farms.
- (c) Previous Resolution Number: 92 of 2021
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: DM.5140 411 Road Machinery, Motor Fuel Farms, Rent - Building/Property

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

* as listed in budget and LOGOS

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: DPW

DATE: 4/22/2026

- (a) Purpose of Request: Ratify the Actions of the Chairman of the Board of Supervisors for the signing of the NYSDEC - WQIP Salt Reduction Grant.

- (b) Details: The Lake Champlain Lake George on the County and Towns behalf applied for the WQIP Salt Reduction Grant through the NYSDEC. The Grant was awarded in the amount of \$312,500 - \$250,000 grant funding and \$62,500. The The Town of Bolton, Town of Hague and the Town of Queensbury requested to be part of the County's WQIP grant submittal to NYSDEC for Salt reduction equipment.

- (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. 8

Request to Establish Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: DPW

DATE: 4/22/2026

- (a) Exact Title **and** Number of Project (**must be obtained from Treasurer's Office**): H452 Salt Reduction Equipment
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Project: \$250,000
- (e) Source of Funding (including name & title of codes, etc.): NYSDEC WQIP Salt Reduction Equipment Grant \$250,000 State Share. The local match will be paid for by each of the Towns.
- (f) Purpose of Establishment: To fund the purchase of Road Salt Reduction equipment. The Town of Bolton, Town of Hague, Town of Queensbury and Warren County partnered and participated in the grant. For each of the Towns, this would be in the form of an IMA with each of the participating Towns and each of the Towns will be reimbursed for their State share once invoices are received at the County and then submitted to the State for reimbursement. The County will act as the pass through for the project.

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: DPW

DATE: 4/22/2026

- (a) Purpose of Request: Enter into Intermunicipal Agreements IMA's with the Town of Bolton, Town of Hague and the Town of Queensbury associated with the WQIP Road Salt Reduction Grant in a form approved by the County Attorney's .
- (b) Details: The Town of Bolton, Town of Hague and the Town of Queensbury requested to be part of the County's WQIP grant submittal to NYSDEC for Salt reduction equipment. The match requirements are as follows: Total Grant amount is \$312,500 of which \$62,500 local match.
- (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. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 4/22/26

- (a) Purpose of Contract Change: Change in Rate to be paid to Constellation Energy due to contracting to a single billing.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Resolution 485 of 2023
- (c) Name of Contractor: Constellation Energy Services of New York, Inc.
- (d) Address of Contractor:
- 9816 (e) Contractor's Contact Person and Telephone Number: Jeffrey Hills, 607-725-
- (f) Commencement Date of Extension: June 1, 2026
- (g) Termination Date of Extension: November 18, 2026 (end of 3 year contract)
- (h) 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.
- (i) 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: Various Departments - Code 415

**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 \$.004500/ 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.
Third Party Compensation Disclosure	We pay Municipal Electric and Gas Alliance, Inc. which is your broker or consultant, \$.00150/kwh. In addition, brokers or consultants may separately receive other forms of compensation such as tickets to or participation in events. In the event of a change in market conditions (such as an intra-day move) between the time this contract is sent to you and the time it is signed/returned that would otherwise necessitate increasing your contract price, as a courtesy to you, Constellation and your broker or consultant <u>may</u> jointly decide to adjust down the broker or consultant fee to mitigate any negative market impacts so your overall price remains unchanged.
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).

FOR INTERNAL USE ONLY

	Energy Cost	Fixed
	Ancillary Services And Other ISO Costs	Fixed
	Capacity Costs	Fixed
	Line Loss Costs	Fixed
	NYPA Transmission Adjustment Charge Costs	Fixed
	NY CFC Transmission Costs	Price Adjustment
	NY Transmission Project Costs	Price Adjustment
	NY Tier 1 REC Program Costs	Fixed
	NY Tier 4 REC Program Costs	Price Adjustment
	NY TOTS Project Costs	Fixed
	NY ZEC 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.

Price(s) for **Fixed Price Solutions**:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
06/01/26	11/18/26	\$0.10028

* 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.

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. For each of the items listed as "Price Adjustment" below, it means that we have included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the parties' execute this Agreement, and we will pass through to you any future changes, (upward or downward) to such cost component, based on changes in such costs during the term of this Agreement. For purposes of clarity, depending on the UDC, such cost component that is listed as Price Adjustment may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments may occur more than once during any calendar year.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NYPA Transmission Adjustment Charge Costs	Fixed
NY CFC Transmission Costs	Price Adjustment
NY Transmission Project Costs	Price Adjustment
NY Tier 1 REC Program Costs	Fixed
NY Tier 4 REC Program Costs	Price Adjustment
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

The contract prices contained in the Account Schedule include any credit costs and margin. 202(c) Costs (defined below) will be passed through to you. **In addition to the Cost Components in the table above, you will be charged, the costs associated with each of the following items/charges listed below will be Passed Through to you:**

New York Bulk Energy Storage Costs ("NY BES Costs"): Your contract price does not include NY BES Costs. Such NY BES Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement. You shall be responsible for paying your pro rata share of the NY BES Costs.

"NY BES Costs" means any current or future costs related to bulk energy storage program associated with NY PSC Case 18-E-0130 – In the Matter of Energy Storage Deployment Program and the associated "Order Approving Implementation Plan with Modifications" effective February 15, 2025, as may be amended or modified from time to time.

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): 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) are 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

FOR INTERNAL USE ONLY

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.

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.

For clarification purposes only:

Capacity Cost (Fixed): You have elected the **"Fixed"** option for **"Capacity Costs"** as noted in the table above. **"Fixed"** means Seller has 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 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") + \$.004500/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

FOR INTERNAL USE ONLY

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. You represent and warrant that, to the extent you have used a broker or consultant (as defined by the DPS) other than the broker or consultant disclosed in this Agreement (if any), you are paying such broker or consultant directly and have confirmed that such broker or consultant has all required licenses and registrations required by the DPS.

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.

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: Warren County - NY

Signature: _____

Signature: _____

Printed Name:

Title:

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

Fax: **888-829-8738**

Phone: **844-636-3749**

Printed Name: Kevin Geraghty

Title: Chairman of the Board of Supervisors, Warren County

Date: _____

Address: 1340 State Route 9
Lake George, NY 12845-3434

Fax:

Phone: 5187617656

Email: allena@warrencountyny.gov

FOR INTERNAL USE ONLY

©2026 Constellation Energy Resources, LLC All rights reserved.

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

Sales Rep: Jeffrey S Hills

G672194.258152.0 ProductConversion: 526691

Printed: 4/8/2026

**ACCOUNT SCHEDULE:
For: Warren County - NY**

The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on April 8, 2026

**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: 62

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NIMO	0004059018	0000 BAY RD 625107801 BIKE PATH, QUEENSBURY, NY 12804	06/18/26	11/17/26	\$0.10028
NIMO	0071414009	ALDEN AVE RADIO TOWER, Radio Tower, WARRENSBURG, NY 12885	06/09/26	11/09/26	\$0.10028
NIMO	0139097037	611 STONY CREEK RD RR WOLF CREEK, HADLEY, NY 12835	06/09/26	11/09/26	\$0.10028
NIMO	0225029032	00 RIVER RD RR XING NYS RT 418, WARRENSBURG, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	0317680103	353 Schroon River Rd, Warrensburg, NY 12885-4807	06/05/26	11/04/26	\$0.10028
NIMO	0397680107	Horicon Ave, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	0435157047	RIVERSIDE RD RR SIGNAL HSE, RIPARIUS, NY 12862	06/05/26	11/04/26	\$0.10028
NIMO	0453278003	46 WEST BROOK RD, LAKE GEORGE, NY 12845	06/11/26	11/12/26	\$0.10028
NIMO	0503807109	5239 Lake Shore Dr, Bolton Landing, NY 12814-4503	06/05/26	11/04/26	\$0.10028
NIMO	0557680109	Horicon Ave, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	0601061036	00 ROCKWELL ST GAR RR XING HADLEY STA, HADLEY, NY 12835	06/17/26	11/16/26	\$0.10028
NIMO	0743807105	Lake Shore Dr, Bolton Landing, NY 12814	06/05/26	11/04/26	\$0.10028
NIMO	0813168035	497 QUEENSBURY AVE NT HANGER, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	1005066036	00 RIVER RD RR XING ASH S XING, ATHOL, NY 12810	06/05/26	11/04/26	\$0.10028
NIMO	1154037109	Main St, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	1248205004	Gurney Ln, Queensbury, NY 128044807	06/02/26	11/01/26	\$0.10028
NIMO	1284034109	Ski Bowl Rd, North Creek, NY 12853	06/02/26	11/01/26	\$0.10028
NIMO	1425024032	00 RIVER RD RR MCDONALDS XING, ATHOL, NY 12810	06/05/26	11/04/26	\$0.10028

FOR INTERNAL USE ONLY

©2026 Constellation Energy Resources, LLC All rights reserved.

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

Sales Rep: Jeffrey S Hills

G672194.258152.0 ProductConversion: 526691

Printed: 4/8/2026

NIMO	1496620039	497 QUEENSBURY AVE GAR SALT STORAGE, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	1528514017	1340 STATE ROUTE 9, LAKE GEORGE, NY 128453434	06/04/26	11/03/26	\$0.10028
NIMO	1593158038	26 GLEN ATHOL RD RR ATHOL RD XING, ATHOL, NY 12810	06/05/26	11/04/26	\$0.10028
NIMO	1637680106	254 Horicon Ave, Warrensburg, NY 12885	06/10/26	11/11/26	\$0.10028
NIMO	1757680104	Schroon River Rd, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	1813863009	46 WEST BROOK RD LIGHTING, LAKE GEORGE, NY 12845	06/11/26	11/12/26	\$0.10028
NIMO	1817680104	Horicon Rd, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	2312753005	VALLEY WOODS RD TFLT LOC ID 6252017746, BOLTON LANDING, NY 12814	06/18/26	11/17/26	\$0.10028
NIMO	2343093007	1400 State Route 9, Lake George, NY 12845-3435	06/04/26	11/03/26	\$0.10028
NIMO	2538898101	Gurney Ln, Queensbury, NY 128044807	06/02/26	11/01/26	\$0.10028
NIMO	2694151045	6209 ROUTE 9 N RR XING HARRIS RD, HADLEY, NY 12835	06/17/26	11/16/26	\$0.10028
NIMO	2934037100	4055 MAIN ST, WARRENSBURG, NY 12885-1135	06/05/26	11/04/26	\$0.10028
NIMO	3113882100	Warren County Ai, Warrensburg, NY 12885	06/19/26	11/18/26	\$0.10028
NIMO	3139071036	00 OKEEFE RD RR XING, HADLEY, NY 12835	06/09/26	11/09/26	\$0.10028
NIMO	3154037110	4028 MAIN ST SHOP, WARRENSBURG, NY 12885	06/09/26	11/09/26	\$0.10028
NIMO	3588827108	1340 State Route 9, Lake George, NY 12845-3484	06/04/26	11/03/26	\$0.10028
NIMO	3792222017	1340 State Route 9, Lake George, NY 128453434	06/02/26	11/01/26	\$0.10028
NIMO	3862103001	00 Prospect Mountain Hwy, Lake George, NY 128454807	06/01/26	10/31/26	\$0.10028
NIMO	4162797028	46 GURNEY LN NEW, QUEENSBURY, NY 128048250	06/04/26	11/03/26	\$0.10028
NIMO	4791447011	52 HADLEY RD RADIO, STONY CREEK, NY 12878	06/09/26	11/09/26	\$0.10028
NIMO	5774034137	464 RIVERSIDE STATION RD, RIPARIUS, NY 12862	06/05/26	11/04/26	\$0.10028
NIMO	5868079015	443 Queensbury Ave, Queensbury, NY 12804-7632	06/12/26	11/13/26	\$0.10028
NIMO	5874035118	162 QUEENSBURY AVE, QUEENSBURY, NY 12804-7604	06/12/26	11/13/26	\$0.10028
NIMO	5954035105	443 Queensbury Ave, Queensbury, NY 12804-7632	06/11/26	11/12/26	\$0.10028
NIMO	5973846002	17 WEST BROOK RD BLDG, LAKE GEORGE, NY 12845	06/11/26	11/12/26	\$0.10028
NIMO	6013840103	4028 Main St, Warrensburg, NY 12885-1100	06/17/26	11/16/26	\$0.10028
NIMO	6014035115	333 QUEENSBURY AVE, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028

FOR INTERNAL USE ONLY

©2026 Constellation Energy Resources, LLC All rights reserved.

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

Sales Rep: Jeffrey S Hills

G672194.258152.0 ProductConversion: 526691

Printed: 4/8/2026

NIMO	6038897108	Old State Rd, Lake George, NY 12845	06/05/26	11/04/26	\$0.10028
NIMO	6131444003	MAIN ST POLE 141 2, POLE 141-2, WARRENSBURG, NY 12885	06/09/26	11/09/26	\$0.10028
NIMO	6256201006	119 QUEENSBURY AVE OTHR, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	6412622109	Corinth Rd, Queensbury, NY 12804	06/05/26	11/04/26	\$0.10028
NIMO	7253840100	Echo Lake Rd, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	7387620105	299 Lower Warren St, Queensbury, NY 12804-3859	06/11/26	11/12/26	\$0.10028
NIMO	7856444004	443 QUEENSBURY AVE GAR MAIN HANGER, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	7874135008	3259 Lake Shore Dr, Bolton Landing, NY 12814	06/09/26	11/09/26	\$0.10028
NIMO	7977679107	Horicon Rd, Warrensburg, NY 12885	06/09/26	11/09/26	\$0.10028
NIMO	7997679103	Horicon Ave, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	8133652005	17 WEST BROOK RD OTHR, LAKE GEORGE, NY 12845	06/11/26	11/12/26	\$0.10028
NIMO	8174036105	Main St, Warrensburg, NY 12885	06/05/26	11/04/26	\$0.10028
NIMO	9096475007	443 QUEENSBURY AVE LITE OBSTRUCTION, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	9296683003	00 BAY RD TRAFFIC SIGNAL, QUEENSBURY, NY 12804	06/17/26	11/16/26	\$0.10028
NIMO	9302578104	LOWER WARREN ST, QUEENSBURY, NY 12804	06/02/26	11/01/26	\$0.10028
NIMO	9933882109	Traffic Signal, Warrensburg, NY 12885	06/17/26	11/16/26	\$0.10028
NIMO	9933882117	Traffic Signal, Warrensburg, NY 12885	06/17/26	11/16/26	\$0.10028

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

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.

FOR INTERNAL USE ONLY

©2026 Constellation Energy Resources, LLC All rights reserved.

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

Sales Rep: Jeffrey S Hills

G672194.258152.0 ProductConversion: 526691

Printed: 4/8/2026