

**CUSTOMER DISCLOSURE STATEMENT**

<b>Price:</b>	See Pricing section of an effective Confirmation below.
<b>Fixed or Variable:</b>	Fixed rates or variable methodology is described below, as applicable.
<b>Price Term:</b>	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after <b>09/04/2016</b> subject to the applicable Utility's confirmation of enrollment with Seller ("Start Date"). The initial Delivery Period shall continue through the latest meter read date that occurs on or before <b>09/29/2018</b> ("End Date"). The Parties acknowledge that the dates provided are based on the applicable Utility's read schedules, and actual meter read dates may vary.
<b>Renewal:</b>	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis based on the applicable Real-Time NYISO hourly locational based marginal price at the applicable load zone (A) (1) in accordance with the methodology described in the Agreement or, (2) if not described at a variable market rate reasonably determined by Seller plus (B) a holdover fee of 0.004 unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.
<b>Rescission Process:</b>	As a commercial or industrial customer (rather than a residential customer), once Buyer signs the Confirmation, Buyer does not have a right to rescind without early termination fees.
<b>Savings:</b>	Savings are <u>not</u> guaranteed.
<b>Termination Fee and Method of Calculation:</b>	Termination fees may apply. The method for calculating early termination fees is described in the Agreement.
<b>Late Payment Fees and Method of Calculation:</b>	If Seller Billing (Dual Billing) is elected, payments not received by the Due Date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month, provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the Due Date until the same is paid. If Utility Single Bill Billing (Utility Consolidated Billing) is utilized, payments shall be subject to the applicable utility rules regarding billing and payment procedures.

\* This Customer Disclosure Statement has been provided pursuant to the New York Uniform Business Practices 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 the Agreement and Confirmation in full. Please see the complete Agreement and Confirmation for all applicable terms and conditions.

**CONFIRMATION**

This Confirmation dated 8/17/2015 is made a part of, and pursuant to terms of, the Agreement between Buyer and Seller identified herein.

**SELLER: Constellation Energy Services of New York, Inc.** **BUYER: Tompkins County**

**NOTICES:**

3556 Lake Shore Rd  
Suite 420  
Buffalo, NY 14219  
Attn: Account Management  
Phone: (888) 649-4464  
Fax: (716) 826-9725  
Email: AMNY@Constellation.com

**NOTICES:**

170 Bostwick Road  
Ithaca, NY 14850  
Attn: Aral Lemaro  
Phone: (607) 274-0355  
Fax: (607) 274-0358  
Email: alemaro@tompkins-co.org


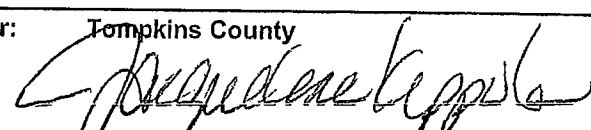
**INVOICES:**

Tompkins County Highway Division  
170 Bostwick Rd  
Ithaca, NY 14850  
Attn: Kathy Cornell  
Phone: (607) 274-0300  
Fax:  
Email:

<b>QUANTITY</b>	All usage associated with the Accounts listed below, as determined by the Utility and adjusted by Seller to include distribution losses for delivery purposes.	
<b>DELIVERY POINT</b>	For each Account below, the interconnect between the applicable ISO's transmission system and the applicable Utility's distribution system.	
<b>BILLING</b>	<input checked="" type="checkbox"/> Seller Billing (Dual Billing)	<input type="checkbox"/> Utility Single Bill Billing (Utility Consolidated Billing)
<b>FIXED PRICING</b>	For each billing cycle, Buyer shall pay a Fixed Charge per Account, which shall equal (i) the Fixed Rate below per kilowatt-hour (kWh), multiplied by (ii) the Account's billing cycle usage.	
<b>MATERIAL CHANGE</b>	<p>Buyer acknowledges that the Pricing above has been established based on each Account's 12-month historical usage as determined by the utility as of the date of this (the Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.</p> <p>For the purposes of usage, "material and sustained change" means a deviation of +/-20% for 3 consecutive billing cycles.</p>	
<b>DELIVERY PERIOD</b>	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after <b>9/4/2016</b> subject to the applicable Utility's confirmation of enrollment with Seller ("Start Date"). The initial Delivery Period shall continue through the latest meter read date that occurs on or before <b>9/29/2018</b> ("End Date"). The Parties acknowledge that the dates provided are based on the applicable Utility's read schedules, and actual meter read dates may vary.	
<b>RENEWAL</b>	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis based on the applicable Real-Time NYISO hourly locational based marginal price at the applicable load zone (A) (1) in accordance with the methodology described in the Agreement or, (2) if not described, at a variable market rate reasonably determined by Seller, plus (B) a holdover fee of 0.004 unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.	
<b>SPECIAL CONDITIONS</b>	Unmetered usage and non-interval metered usage shall be allocated in Seller's reasonable discretion into hourly periods based on the applicable Utility's class average data.	
	The Agreement noted above takes the form of a Master Retail Electricity Supply Agreement or Power Sale Agreement between the Parties noted herein.	
	Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.	
<b>Fixed Rate in \$/kWh</b>	0.06388	

Utility Account #/POD ID#	Utility	Service Address
N01000000105114	NYSEG	55 Brown Rd Ithaca, NY 14850
N01000003097078	NYSEG	214 W STATE ST ITHACA, NY 14850
N01000006619886	NYSEG	101 E Green St Ithaca, NY 14850
N0100000094144	NYSEG	301 3Rd St Ithaca, NY 14850
N01000004717088	NYSEG	Walker Rd Dryden, NY 13053
N01000000142471	NYSEG	Judd Falls Rd Ithaca, NY 14850
N01000000093658	NYSEG	125 E Court St Ithaca, NY 14850
N01000000052076	NYSEG	128 E Buffalo St Ithaca, NY 14850
N01000000245027	NYSEG	312 N Cayuga St Ithaca, NY 14850
N01000000087742	NYSEG	320 W Martin Luther King Jr St HR Bldg Ithaca, NY 14850
N01000000152249	NYSEG	320 W Martin Luther King Jr St HR Bldg Ithaca, NY 14850
N01000001701994	NYSEG	201 E Green St. Ithaca, NY 14850
N01000003884558	NYSEG	67 Hector St. Trumansburg, NY 14886
N01000001015742	NYSEG	122 Commercial Ave Front Ithaca, NY 14850
N01000007663107	NYSEG	Near 102 Sincerbeaux Rd Groton, NY 13073
N01000000236562	NYSEG	1 Culligan Dr Ithaca, NY 14850
N01000000082537	NYSEG	1 Culligan Dr Hangar 1 Ithaca, NY 14850
N01000000101691	NYSEG	1 Culligan Dr Ithaca, NY 14850
N01000008777138	NYSEG	72 Brown Rd Ithaca, NY 14850
N01000000114827	NYSEG	1 Culligan Dr Hangar 11 Ithaca, NY 14850
N01000002380533	NYSEG	Warren Rd & Bro Rd Ithaca, NY 14850
N01000000169243	NYSEG	Brown Rd Ithaca, NY 14850
N01000000037267	NYSEG	Brown/Warren Rd Ithaca, NY 14850
N01000000146985	NYSEG	779 Warren Rd Ithaca, NY 14850
N01000009007584	NYSEG	170 Bostwick Rd. Ithaca, NY 14850
N01000006924989	NYSEG	92 Brown Rd Ithaca, NY 14850
N01000007884927	NYSEG	92 Brown Rd Ithaca, NY 14850
N01000005798178	NYSEG	1771 Hanshaw Rd Ithaca, NY 14850

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Agreement is effective as of the date signed by Seller.

<b>Seller:</b> Constellation Energy Services of New York, Inc. <b>By:</b>  <b>Name:</b> Jody M. Spork <b>Title:</b> Director of Regional Sales <b>Date:</b> 8/19/2015	<b>Buyer:</b> Tompkins County <b>By:</b>  <b>Name:</b> JACQUELINE KIPPOLA <b>Title:</b> RISK MANAGER <b>Date:</b> 8/19/15
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Once executed, please return this Confirmation to Constellation Energy Services of New York, Inc. by facsimile to (920) 272-4309 or by e-mail to NewYorkPricing@integrysenergy.com



## **SUPPLEMENT TO THE CONFIRMATION (Green-e Energy Certified Renewable Energy Certificates)**

This Supplement to the Confirmation ("Supplement") dated as of August 17, 2015 is hereby made by and between **Constellation Energy Services of New York, Inc.** ("Seller") and **Tompkins County** ("Buyer"). Buyer and Seller are sometimes hereinafter referred to individually as "Party" and collectively as "Parties". In consideration of the promises and mutual covenants set forth below, the Parties agree to supplement the Confirmation between the Parties dated August 17, 2015 (as may have been amended from time to time, the "Confirmation") as follows:

1. The following is added as a Special Provision to the Confirmation:

A. Notwithstanding anything to the contrary in the Confirmation and regardless of the bundling of the price of RECs (defined below) into the Pricing on the Confirmation, the Parties agree that (a) the terms and conditions below shall apply solely to the sale of RECs, not to the sale of electricity under this Confirmation, and (b) the transaction herein is not for a bundled green energy product, renewable energy, or "green power". With respect to the RECs, Buyer and Seller further agree as follows:

1. Purchase/Sale; Quantity; Price. Buyer agrees to purchase from Seller Green-e Energy Certified RECs (hereinafter the "RECs") in a quantity equal to **1,825 RECs for calendar year 2016 ("2016 RECs")** and **6,175 RECs for calendar year 2017 ("2017 RECs")** and **4,375 RECs for calendar year 2018 ("2018 RECs")**. Buyer agrees and acknowledges that it desires to purchase the RECs entirely on a voluntary basis, and that the RECs to be delivered hereunder are not for compliance with any renewable energy portfolio standard or similar law, rule or regulation. Further, any electricity sold pursuant to the Confirmation shall not be from any renewable energy resource. The RECs will be invoiced together with the electricity, as the price of the RECs has been included in the Pricing on the Confirmation.
2. Delivery of Proof of Retirement; Title. The sale and purchase of RECs shall be effectuated by Seller retiring or causing the retirement of the RECs on behalf of Buyer on or before **April 30, 2017** for the **2016 RECs** and on or before **April 30, 2018** for the **2017 RECs** and on or before **April 30, 2019** for the **2018 RECs**. Upon such retirement, Seller shall have delivered the RECs to Buyer. Buyer shall then have title to and right to make claims relating to such delivered RECs. After retirement and upon reasonable request by Buyer, Seller shall deliver evidence to Buyer demonstrating that Seller has retired the RECs on behalf of Buyer.
3. Renewable Energy Certificates. RECs have the meaning set forth in the Green-e Energy Standard. Such RECs will be Green-e Energy Certified, which means that the RECs will meet the applicable standards of the Green-e Energy Standard. "Green-e Energy Standard" means, collectively, the Green-e Energy National Standard and Green-e Energy Code of Conduct and Customer Disclosure Requirements, promulgated by the Center for Resource Solutions, or successor entity, and as may be amended from time-to-time during the Delivery Period. The RECs to be delivered shall be sourced from a mix of resources eligible under the Green-e Energy Standard and sited nationally. Further, the RECs to be retired hereunder shall be of a vintage conforming to the Green-e Energy Standard.
4. Early Termination. For the purposes of clarity, and not limitation, Buyer acknowledges that in the event Buyer terminates the Confirmation and/or the Power Sale Agreement between the Parties or Buyer ceases receiving service from Seller to any Account listed on the Confirmation prior to the end of the initial Delivery Period or Seller terminates the Power Sale Agreement with Buyer and/or the applicable Confirmation as a result of Buyer committing an Event of Default during the initial Delivery Period, in calculating Early Termination Damages Seller may include the price of the RECs which have been included in the Pricing on the Confirmation.

B. Green-e Energy Disclosure and Information:

1. When a renewable energy facility operates, it creates electricity that is delivered into a vast network of transmission wires, often referred to as "the grid." The grid is segmented into regional power pools; in many cases these pools are not interconnected. To help facilitate the sale of renewable electricity nationally, a system was established that separates renewable electricity generation into two parts: the electricity or electrical energy produced by a renewable generator and the renewable "attributes" of that generation. The renewable attributes or "green" attributes are sold separately as renewable energy certificates (RECs). Only one certificate may be issued for each unit of renewable electricity produced. The electricity that was split from the REC is no longer considered "renewable" and cannot be counted as renewable or zero-emissions by whoever buys it.
2. This product is comprised of RECs. With the purchase of RECs, you are buying the renewable attributes (i.e. environmental benefits) of a specific amount and type of renewable energy generation. Your purchase of

renewable certificates helps offset conventional electricity generation in the region where the renewable generator is located. Your purchase also helps build a market for renewable electricity and may have other local and global environmental benefits such as reduced global climate change and regional air pollution.

3. The renewable certificates in this product are verified and certified by Green-e Energy. Each supplier of renewable certificates is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label for this information. Green-e Energy also verifies that the renewable certificates are not sold more than once or claimed by more than one party. For information on Green-e Energy please visit its Web site, [www.green-e.org](http://www.green-e.org), or call them toll-free, 1-888-63-GREEN.

C. Miscellaneous.

1. Notwithstanding anything to the contrary herein, the Buyer shall not use *inter alia* Seller's logos, service marks, trademarks or trade, brand or corporate name ("Corporate Marks") without the prior written consent of Seller in each instance, including, without limitation, use within any advertising, marketing materials, website, press release, or sales presentations; provided, however, without limiting the generality of the foregoing prohibition, each Party may issue press releases and other public messages regarding its business affairs and otherwise, including a general description of the Agreement and/or this Confirmation that is not contrary to the foregoing limitation relating to Corporate Marks.
2. SELLER ALSO DOES NOT REPRESENT THAT THE UNITS OF RECS TO BE PURCHASED AND SOLD HEREUNDER ARE REFLECTIVE OF ANY PERCENTAGE OF THE ACCOUNTS' METERED USAGE DURING THE DELIVERY PERIOD.
3. Buyer's purchase of the Green-e Energy Certified RECs does not permit Buyer to use the Green-e Energy logo, other than in accordance with applicable Green-e Energy logo use requirements (see [www.green-e.org](http://www.green-e.org)).
4. Buyer shall comply with all federal, state and local statutes, ordinances, orders, rules and regulations pertaining to any claims to *inter alia* the media, public, and consumers relating to the RECs purchased hereunder and Buyer support of generation from renewable energy resources, and shall indemnify and hold harmless Seller with respect to the Buyer's activities.

2. By signing below, each individual additionally warrants that he or she is authorized to sign this Supplement on behalf of the Party for which it was executed, which Supplement may be executed and delivered in counterparts (including facsimile transmission or as an attachment to an electronic mail transmission). As amended herein, the Confirmation shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplement has been duly executed as of the dates set forth below.

<b>SELLER: Constellation Energy Services of New York, Inc.</b>	<b>BUYER: Tompkins County</b>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Jody M Spaulk</u>	Name: <u>JACQUELINE KIPPOLA</u>
Title: <u>Director of Regional Sales</u>	Title: <u>RISK MANAGER</u>
Date: <u>8/19/2015</u>	Date: <u>8/19/15</u>
	<u>COUNTY OF TOMPKINS</u>