

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9594

DATE 12-15-22

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY OF WILLIAMSPORT AND DIRECT ENERGY BUSINESS, LLC

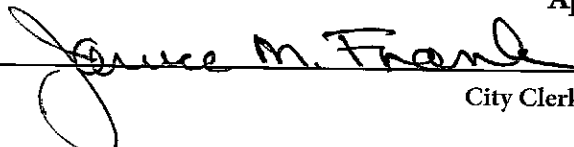
WHEREAS, the City of Williamsport wishes to contract with Direct Energy Business, LLC to provide electric power and/or natural gas as applicable; and

WHEREAS, the parties wish to execute the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that attached Agreement between the City of Williamsport and Direct Energy Business, LLC is approved, and,

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved


City Clerk


President



Direct Energy Business Marketing, LLC
 d/b/a Direct Energy Business
 194 Wood Avenue South, Second Floor, Iselin, NJ
 08830 1.888.925.9115
www.directenergy.com

Date: 12/14/2022
Time: 12:08 PM
Proposal ID: 68481194
Marketer Name: Findley, Roxana

CUSTOMER INFORMATION

Customer Name: City of Williamsport	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renew
Contact Name:	Billing Contact:	
Address: 1550 West Third St. WILLIAMSPORT, PA 17701 US	Billing Address:	
Telephone: Fax:	Telephone:	Fax:
Email:		

NATURAL GAS TRANSACTION CONFIRMATION

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 December 13, 2022 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
400 Walnut St	411004145230-1468663	NT
1550 W. 3rd St	411004283056-4321896	NT
1145 Almond St	411004284377-93003781	NT
245 W. 4th St	411004403456-16821	NT
200 Reighard Ave	411004431952-88003061	NT
1699 W. 4th St	411005239560-20040201	NT

DELIVERY PERIOD

Begin: 05/01/2023

End: 12/31/2027

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.

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.

DELIVERY POINT

UGI / UGI-NT DCQ POOL

CONTRACT QUANTITY (MMBTU)

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 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.

_____	Daily	<u> X </u>	Monthly		
May		139		November	453
June		36		December	651
July		19		January	762
August		23		February	666
September		37		March	517
October		216		April	314

PURCHASE PRICE

Fixed Price : \$7.60/MMBTU

SPECIAL PROVISIONS

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.

PENNSYLVANIA: Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$7.60 / MMBTU

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

UGI Capacity Allocation – Seller will supply Gas in accordance with the provisions of the UGI Tariff for rate(s) NT/DS/LFD/IS/XD. Should the UGI allocated capacity be interrupted or curtailed, Seller will be obligated to comply with the interruption or curtailment until it is lifted. Buyer's Purchase Price is contingent upon Buyer remaining as a customer under the above referenced UGI Tariff Rates and having been awarded the original amount of UGI-allocated capacity. Should Buyer's capacity allocation with UGI change, the Purchase Price may be adjusted by Seller.

TAX EXEMPTION STATUS - If exempt, must attach certificate

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

Non-Exempt

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

Buyer:	City of Williamsport	Seller:	Direct Energy Business Marketing, LLC
By:	<u>Derek Slaughter</u>	By:	_____
Name:	<u>Derek Slaughter</u>	Name:	_____
Title:	<u>Mayor</u>	Title:	_____
Date:	<u>12/15/22</u>	Date:	_____
		Proposal ID:	68481194
		Internal ID:	00140036 - CMA V.3

Margaret J. Goodring
Controller
12/16/22

Jane M. Freund
City Clerk
12-15-22



SECURE
ENERGY

Bid Sheet
City of Williamsport
12/14/2022

Gas
Current Rate
\$4.025

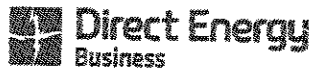
Contract Start Date
May-23

Direct Energy				
12	24	36	48	54
\$8.50	\$8.32	\$8.11	\$8.01	\$7.60

Constellation				
12	24	36	48	60
\$9.02	\$8.79	\$8.61	\$8.22	NA

Spark				
12	24	36	48	60
\$9.09	\$8.87	\$8.68	\$8.31	NA

Please note: Prices are executable until close of business (5:00 PM) today (day of pricing); however, due to market volatility, executed contracts are not valid until accepted and countersigned by your chosen supplier.



This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business**, (collectively "Seller"), each a Delaware limited liability company, and City of Williamsport ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of December 13, 2022.

- 1. Transactions:** The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
- 2. Performance:** Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.
- 3. Term:** The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.
- 4. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.
- 5. Changes to Purchase Price:** In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.
- 6. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 15 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.
- 7. Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.
- 8. Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
- 9. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.
- 10. Material Deviation:** Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).
- 11. Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.
- 12. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has

reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Intentionally Omitted

17. Indemnification; Limitation of Liability: **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. **B.** Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. **C. NEITHER PARTY WILL BE**



Direct Energy Business, LLC
 1001 Liberty Avenue Pittsburgh, PA 15222
 1.888.925.9115
www.directenergy.com

Date: December 13, 2022
Product Code: PJM_FP_AI_UCB_PA
Contract ID: 6355236

CUSTOMER INFORMATION

Customer Name: City of Williamsport
Contact Name: Derek Slaughter
Address: 100 West Third St., Williamsport, PA, 17701
Telephone: (570) 327-7566
Fax: +1.570.327.7562
Email: dslaughter@cityofwilliamsport.org

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

ELECTRICITY TRANSACTION CONFIRMATION - Pennsylvania Fixed Price Classic Unbanded, Utility Consolidated Billing

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated December 13, 2022, as may be amended, (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: November 28, 2022, and will continue for a term of 60 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

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

DELIVERY POINT

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

BILL TYPE - UTILITY CONSOLIDATED BILLING (EXTERNAL BILL READY)

CONTRACT QUANTITY

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

PURCHASE PRICE

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

PJM	Value
Energy	Included
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Included
Losses	Included
Marginal Loss Credits	Included
Reliability Must Run	Included
RPS	Included
Transmission	Included
Applicable Taxes	Pass Through

DEFINITIONS

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

Auction Revenue Rights (ARR): Entitlements allocated annually to Fixed Transmission Service Customers that entitle the holder to receive an allocation of the revenues from the Annual FTR Auction.

Capacity: The Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).

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

Marginal Loss Credit: A credit provided by certain RTOs as a result of an over-collection of funds for transmission and distribution losses.

PJM: The Pennsylvania New Jersey Maryland Interconnection, L.L.C.

Regional Transmission Expansion Plan (RTEP): PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

Reliability Must Run (RMR): A unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

Renewable Portfolio Standard (RPS): A regulation that requires the increased production of energy from renewable energy sources.

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

Standardized Industrial Code (SIC): A four-digit numerical code assigned by the U.S. government to business establishments to identify the primary business of the establishment.

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

Utility Defined Loss Factor: Loss Factor as published in applicable utility tariff.

SPECIAL PROVISIONS

1. As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety.

2. Subject to the Purchase Price section (or the Changes to Purchase Price section, as applicable) of the CMA and Special Provision 3, no adjustments will be made to the Capacity Tag, Capacity Rate or Capacity Scalar components of the Purchase Price for the Delivery Period of this Transaction Confirmation.

3. Physical Change in Operation: The Purchase Price is determined by Customer's historical usage, capacity tag, and transmission tag. If Customer operates on-site generation, battery storage or thermal storage, except where Customer is required to use emergency back-up generation when the Utility is not capable of delivering electricity, or if Customer has a change in facility operations that cause a change in their SIC code and customer's usage varies by +/- 25% from Contract Quantities for two or more consecutive months not due to weather, Seller may either i) adjust the purchase price in a commercially reasonable manner to account for the change in usage caused by such change in operation, or ii) the Parties may mutually agree on a new product structure, through the execution of a new Transaction Confirmation.

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated December 13, 2022 between
DIRECT ENERGY BUSINESS LLC
 and
City of Williamsport
 for a term of 60 Months
Contract ID: 6355236

PJM_FP_AI_UCB_PA

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0296047008	245 W 4TH ST (City of Williamsport)	PPL	GS3	PPL	71.9 / 76.7	12/20/2022	9.444	233,572
0301876004	00 PINE ST (City of Williamsport)	PPL	SE	PPL	0.0 / 0.0	11/28/2022	9.444	1,039,208
0476046009	0 PENN ST ARMORY (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/20/2022	9.444	60
0618819006	MAYNARD ST, TRAFFIC LT (City of Williamsport)	PPL	GS1	PPL	0.2 / 0.2	12/16/2022	9.444	1,698
0655047000	1001 BLADWIN ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/19/2022	9.444	6,689
0749472008	MAYNARD ST, TRAFFIC LIGHT (City of Williamsport)	PPL	GS1	PPL	0.3 / 0.3	12/16/2022	9.444	5,482
0859060003	4 MI DR (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/30/2022	9.444	158
0899060005	0 W 4TH AND ROSE ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/16/2022	9.444	738
1153048000	0 NO STREET NAME (City of Williamsport)	PPL	GS1	PPL	0.2 / 0.2	12/15/2022	9.444	10,857
1173048006	0 NO STREET NAME (City of Williamsport)	PPL	GS1	PPL	3.2 / 3.4	12/15/2022	9.444	27,648
1233048006	1 CHESTNUT ST (City of Williamsport)	PPL	GS1	PPL	1.9 / 2.1	12/15/2022	9.444	15,992
2493043004	1145 ALMOND ST (City of Williamsport)	PPL	GS1	PPL	2.5 / 2.5	12/15/2022	9.444	11,800
2493046005	0 MENNE ALLEY (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/15/2022	9.444	4,901
2560096006	0 NO STREET NAME (City of Williamsport)	PPL	SE	PPL	0.0 / 0.0	11/28/2022	9.444	49,114
2580096002	0 NO STREET NAME (City of Williamsport)	PPL	SE	PPL	0.0 / 0.0	11/28/2022	9.444	30,513
2717050007	0 WALNUT ST (City of Williamsport)	PPL	GS3	PPL	14.4 / 17.9	12/21/2022	9.444	84,308
2993044001	0 3RD AND CHESTNUT (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/15/2022	9.444	1,314
3234044004	0 W 3RD AND 1 COLLEGE AVE	PPL	GS1	PPL	0.2 / 0.2	12/16/2022	9.444	1,510

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	(City of Williamsport)							
3260093000	1750 W 4TH ST (City of Williamsport)	PPL	GS1	PPL	1.0 / 0.0	11/28/2022	9.444	10,036
3300093004	0 MEMORIAL PARK STORAGE B (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/28/2022	9.444	414
3320093000	0 MEMORIAL PARK (City of Williamsport)	PPL	GS1	PPL	0.4 / 0.4	11/28/2022	9.444	13,377
3380093008	0 BOWMAN FLD MEMORIAL PARK (City of Williamsport)	PPL	GS1	PPL	29.0 / 13.4	11/28/2022	9.444	18,856
3400093006	0 MEMORIAL PARK (City of Williamsport)	PPL	GS1	PPL	44.2 / 38.9	11/28/2022	9.444	140,709
3420093002	0 BOWMAN FIELD LIGHTS (City of Williamsport)	PPL	GS1	PPL	3.4 / 5.2	11/28/2022	9.444	62,466
3439063003	0 COR WASH BLVD PENN ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/30/2022	9.444	865
3459063009	301 WASHINGTON (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/15/2022	9.444	1,233
3479063005	100 WASH BLVD (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/30/2022	9.444	857
3499063001	0 PACKER AND WASHINGTON (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/30/2022	9.444	712
3573834002	BASIN ST, TRAFFIC LIGHT (City of Williamsport)	PPL	GS1	PPL	0.2 / 0.2	12/05/2022	9.444	1,614
3599063003	0 CAMPBELL AND HIGH ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/29/2022	9.444	800
3602052007	0 BRANDON PARK (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/30/2022	9.444	3,937
3619063001	0 PARK AND CAMPBELL STREE (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/28/2022	9.444	826
3639063007	0 HIGH AND 7TH AVE (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/29/2022	9.444	1,252
3658055007	2 HEPBURN ST (City of Williamsport)	PPL	GS1	PPL	7.4 / 7.8	12/22/2022	9.444	63,485
3659063003	0 HIGH AND OLIVER ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	11/28/2022	9.444	1,227
3662052005	0 BRANDON PARK BAND SHELL (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.1	11/30/2022	9.444	4,681
3682052001	0 BRANDON PARK POOL (City of Williamsport)	PPL	GS1	PPL	0.8 / 1.1	11/30/2022	9.444	4,296

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
3702052009	0 BRANDON PARK (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/30/2022	9.444	4,241
3719063003	0 MARKET AND LTL LEAGUE B (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/20/2022	9.444	722
3722052005	0 BRANDON PARK GAZEBO (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/30/2022	9.444	9,332
3739063009	0 COR PINE AND LITTLE LEA (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/21/2022	9.444	846
3779063001	501 HEPBURN ST FR (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/21/2022	9.444	776
3799063007	0 4TH AND MULBERRY ST (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.1	12/05/2022	9.444	710
3819063005	0 MARKET AND WILLOW ST (City of Williamsport)	PPL	GS1	PPL	0.5 / 0.5	12/05/2022	9.444	3,344
3859063007	0 WILLOW AND LAUREL (City of Williamsport)	PPL	GS1	PPL	0.8 / 0.8	12/20/2022	9.444	5,820
3879063003	0 4TH AND HEPBURN (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/22/2022	9.444	1,209
3899063009	410 ELMIRA ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/22/2022	9.444	844
3919063007	0 W 4TH AND WALNUT ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/21/2022	9.444	846
3939063003	0 CAMPBELL AND W 4TH (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/16/2022	9.444	1,076
3959063009	1100 W 4TH ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/16/2022	9.444	976
3979063005	0 W 4TH AND ARCH ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/02/2022	9.444	1,103
3983053008	0 WHITNEY RD (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/01/2022	9.444	920
3999063001	0 W 4TH AND DIAMOND ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/02/2022	9.444	859
4019063028	0 W 4TH AND POPLAR ST (City of Williamsport)	PPL	GS1	PPL	2.6 / 2.8	11/29/2022	9.444	1,100
4023053012	Hiawatha Inc Susq State Park (City of Williamsport [E-48])	PPL	GS1	PPL	2.6 / 2.3	12/01/2022	9.444	7,641
4039063006	0 4TH ST ROOSEVELT SCHOOL (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/29/2022	9.444	42
4059063002	0 WAYNE AVE AND 4TH ST	PPL	GS1	PPL	0.1 / 0.1	11/29/2022	9.444	1,224

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	(City of Williamsport)							
4079063008	0 4TH ST ROOSEVELT SCHOOL (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	11/29/2022	9.444	45
4099063004	0 W 3RD AND ARCH ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/02/2022	9.444	1,156
4119063002	0 FR 101 ARCH ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/01/2022	9.444	772
4120093007	0 W 4TH ST ELM PK FIRE ST (City of Williamsport)	PPL	GS1	PPL	1.9 / 2.0	11/28/2022	9.444	18,437
4139063008	301 PARK ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/16/2022	9.444	841
4179063000	0 COR MAYNARD AND 3RD ST (City of Williamsport)	PPL	GS1	PPL	0.3 / 0.3	12/16/2022	9.444	2,398
4199063006	300 CAMPBELL ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/16/2022	9.444	825
4219063004	638 W 3RD ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/21/2022	9.444	711
4239063000	290 LOCUST ST (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/22/2022	9.444	787
4259063006	0 HEPBURN ST (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.1	12/22/2022	9.444	671
4279063002	0 3RD AND MULBERRY ST (City of Williamsport)	PPL	GS1	PPL	0.2 / 0.3	12/05/2022	9.444	3,855
4299063008	0 COR BASIN AND E 3RD ST (City of Williamsport)	PPL	GS1	PPL	0.6 / 0.6	12/15/2022	9.444	4,903
4407138009	Carl E Stotz Plz (City of Williamsport (Added PA Accounts) [E-4])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,634
4485051003	0 HIGH ST AND LYC CRK RD (City of Williamsport)	PPL	GS1	PPL	0.7 / 0.8	12/05/2022	9.444	13,852
4569044000	0 WAHOO LANE AND RT 220 (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.6	12/09/2022	9.444	6,404
4615519003	Seneca Ave Cherry Alle (City of Williamsport (Added PA Accounts) [E-5])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,619
4694047011	845 W 4TH ST (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/16/2022	9.444	343
5239471003	Memorial Ave & Walnut St (City of Williamsport (Added PA Accounts) [E-6])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,654
5343937007	Pearl St. & Baker St (City of Williamsport)	PPL	GS1	PPL	0.5 / 0.5	12/22/2022	9.444	4,467

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	Williamsport (Added PA Accounts) [E-7]							
5374047001	602 ELM AND LYCOMING CRK (City of Williamsport)	PPL	GS1	PPL	1.4 / 1.4	12/16/2022	9.444	11,055
5394047007	0 W 3RD ST (City of Williamsport)	PPL	GS1	PPL	6.0 / 6.4	12/16/2022	9.444	85,620
5557045007	0 GRAFIUS RUN (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/15/2022	9.444	434
5564923007	Campbell St (City of Williamsport (Added PA Accounts) [E-8])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,644
5785431008	W 4th St. & Beeber St (City of Williamsport (Added PA Accounts) [E-9])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,654
6543053001	200 REIGHARD AVE (City of Williamsport)	PPL	GS1	PPL	1.2 / 1.7	12/01/2022	9.444	11,772
6634043008	1550 W 3RD ST (City of Williamsport)	PPL	GS3	PPL	10.3 / 12.6	12/16/2022	9.444	72,224
6658054003	2 HEPBURN ST (City of Williamsport)	PPL	GS1	PPL	4.2 / 4.5	12/22/2022	9.444	38,881
6674043000	517 ELM ST (City of Williamsport)	PPL	GS1	PPL	0.6 / 0.6	12/16/2022	9.444	7,283
6703055007	2 ARCH ST (City of Williamsport)	PPL	GS1	PPL	0.2 / 0.2	12/01/2022	9.444	12,071
6723055003	0 REACH RD (City of Williamsport)	PPL	GS1	PPL	2.3 / 2.4	12/01/2022	9.444	19,843
6824048004	0 LINN AND PEARL ST (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/02/2022	9.444	1,194
6878054003	0 VIA BELLA AND HEPBURNST (City of Williamsport)	PPL	GS1	PPL	0.6 / 0.6	12/22/2022	9.444	3,893
7044048005	0 LINN AND PEARL STREETS (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/02/2022	9.444	69
7306788006	1650 W 3rd St (City of Williamsport (Added PA Accounts) [E-3])	PPL	GS1	PPL	0.0 / 0.0	12/16/2022	9.444	3,453
7513379011	REACH RD, TRAFFIC LIGHT CONTRO (City of Williamsport)	PPL	GS1	PPL	0.1 / 0.1	12/01/2022	9.444	1,336
7605290003	Memorial ave & Spruce St. (City of Williamsport (Added PA Accounts) [E-10])	PPL	GS1	PPL	0.3 / 0.3	12/22/2022	9.444	2,634
7982742000	Linn St. Huckleberry aly (City of Williamsport)	PPL	GS1	PPL	0.4 / 0.4	12/22/2022	9.444	3,633

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	(Added PA Accounts) [E-11]							
8813045008	Williamsport Flood Pro 2 Sec, Penn Street Pump Station, 100 Penn St (City of Williamsport [E-31])	PPL	GS1	PPL	1.4 / 1.5	12/15/2022	9.444	14,617
9013045003	1 CHESTNUT ST (City of Williamsport)	PPL	GS1	PPL	2.2 / 2.3	12/15/2022	9.444	21,458
9120095006	0 PACKER AND GRAMPIAN (City of Williamsport)	PPL	SA	PPL	0.0 / 0.0	12/15/2022	9.444	185
9142625008	HEPBURN ST, LOT E (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/22/2022	9.444	1,592
9223053002	431 HIGHLAND TER (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/01/2022	9.444	1,240
9593046004	1204 PENN ST (City of Williamsport)	PPL	GS1	PPL	0.0 / 0.0	12/15/2022	9.444	1,311
9832596012	STATE ROUTE 15 (City of Williamsport)	PPL	GS1	PPL	0.3 / 0.4	12/20/2022	9.444	3,178

Total Annual Usage: 2,293,484

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022											11,716	179,982
2023	219,494	186,698	187,001	162,120	164,192	179,500	202,133	232,103	174,292	179,899	185,374	219,436
2024	219,617	193,308	186,559	162,124	164,192	179,199	202,434	231,947	174,292	180,115	185,226	219,681
2025	219,617	186,698	186,559	162,124	164,160	179,349	202,434	231,791	174,524	180,115	185,078	219,925
2026	219,494	186,698	186,780	162,124	164,128	179,500	202,585	231,791	174,524	179,899	185,226	219,925
2027	219,370	186,698	187,001	162,124	164,128	179,500	202,284	231,947	174,524	179,683	181,501	47,933

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

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

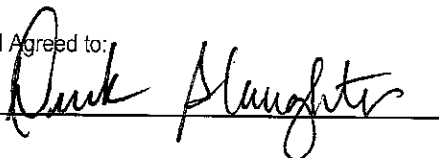
Term of Months: **60 Months**

Meter Read Start Date: **November, 2022**

Please aggregate my account onto one invoice
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By:



Date:

12/16/22



SECURE ENERGY

Bid Sheet
City of Williamsport
12/14/2022

ELECTRIC
Current Rate
0.05935

Contract Start Date
Jan-23

Direct Energy				
12	24	36	48	54
0.1034	0.0999	0.0982	0.0961	0.0945

Constellation				
12	24	36	48	60
0.1043	0.1004	0.1002	0.0998	NA

Nextera				
12	24	36	48	60
0.1049	0.1015	0.1011	NA	NA

Please note: Prices are executable until close of business (5:00 PM) today (day of pricing); however, due to market volatility, executed contracts are not valid until accepted and countersigned by your chosen supplier.