

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated January 09, 2020 between
DIRECT ENERGY BUSINESS LLC
 and
Wallkill Central School District
 for a term of 09 Months

NY_FP_XCES_25MAC_NY

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Trans- mission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
8656128000	48 MILL ST (WALLKILL SCHOOL DIST)	Central Hudson	E202	G	114.4 / N/A	02/07/2020	4.393	342,204
8378001000	RT 32 SIGNALS N (WALLKILL CENTRAL SCHOO)	Central Hudson	E235	G	0.0 / N/A	02/14/2020	4.393	37
8649049000	RT 208 (WALLKILL MIDDLE SCHOOL)	Central Hudson	E202	G	123.1 / N/A	02/21/2020	4.393	454,291
8649010001	821 PLAINS RD PUMP #5 (WALLKILL CENTRAL SCHOOL DIST)	Central Hudson	E235	G	4.0 / N/A	02/21/2020	4.393	33,657
8649043500	ROBINSON LANE (WALLKILL CENTRAL SCHOOL)	Central Hudson	E235	G	0.4 / N/A	02/21/2020	4.393	4,570
8646091100	1270 RT 32 (PLATTEKILL GRADE SCHOOL)	Central Hudson	E202	G	130.0 / N/A	02/18/2020	4.393	392,226
8649044000	RT 208/ROBINSON LN (WALLKILL SR HIGH SCH)	Central Hudson	E235	G	0.7 / N/A	02/21/2020	4.393	4,590
8120014000	BAUMER RD (WALLKILL SR HIGH SCH)	Central Hudson	E305	G	120.9 / N/A	02/29/2020	4.393	1,017,184
8649096000	19 MAIN ST (WALLKILL CENTRAL SCHL DIST)	Central Hudson	E205	G	15.9 / N/A	02/21/2020	4.393	49,857
8427116000	VIOLA ST/SECOND ST (WALLKILL CENTRAL SCHL DIST)	Central Hudson	E235	G	0.5 / N/A	02/28/2020	4.393	3,139
8426150000	C E PENNEY DR (WALLKILL CENT SCHOOL)	Central Hudson	E235	G	0.0 / N/A	02/27/2020	4.393	1,297
8649110000	137 VIOLA AVE (OSTRANDER ELEMENTARY)	Central Hudson	E202	G	84.6 / N/A	02/21/2020	4.393	387,059
Total Annual Usage: 2,690,111								

*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



New York
Disclosure Statement

NY DISCLOSURE STATEMENT

Price	Your price is 4.393 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Fixed: See your Transaction Confirmation for full details
Length of the agreement and end date	09 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



DIRECT ENERGY BUSINESS, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: January 09, 2020

Product Code: NY_FP_XCES_25MAC_NY

CUSTOMER INFORMATION

Customer Name: Wallkill Central School District
Contact Name: Susan Hansen
Address: 19 Main St, WALLKILL, NY 12589-3139
Telephone: (845) 895-7102
Fax: (845) 895-3630
Email:

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

ELECTRICITY TRANSACTION CONFIRMATION - New York Fixed Price excluding CES

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated January 20, 2017, 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 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: February 01, 2020, and will continue for a term of 09 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

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

BILL TYPE - DUAL

CONTRACT QUANTITY

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

PURCHASE PRICE

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

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

The Purchase Price does not include costs to comply with New York's Offshore Wind Standard component of the Clean Energy Standard ("CES") effective July 12, 2018 (Case 18-E-0071). If Seller concludes that said Standard costs increase Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs.

DEFINITIONS

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

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.

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

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.

SPECIAL PROVISIONS

- 1. Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A or any replacement account number issued by the Utility from time to time.
- 2. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.
- 3.** As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety and replaced with the following: "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."
- 4. Covered Dwellings:** Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.
- 5.** For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, e-mail the PSC at <http://www.dps.state.ny.us> or visit the PSC's website at <http://www.dps.state.ny.us>.

TAX EXEMPTION STATUS - If exempt, must attach certificate

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

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

BUYER: Wallkill Central School District

SELLER: Direct Energy Business, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____