



**NY Power
Authority**

**Canal
Corporation**

**MINUTES OF THE JOINT ANNUAL MEETING
OF THE
POWER AUTHORITY OF THE STATE OF NEW YORK AND
NEW YORK STATE CANAL CORPORATION**

March 31, 2020

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Minutes of the Joint Annual Meeting of the Power Authority of the State of New York and Canal Corporation held via video conference at approximately 9:15 a.m.

Members of the Board present were:

John R. Koelmel, Chairman
Eugene L. Nicandri, Vice Chairman
Anthony J. Picente, Jr.
Tracy McKibben
Michael A.L. Balboni
Dennis T. Trainor

Gil Quiniones	President and Chief Executive Officer
Justin Driscoll	Executive Vice President and General Counsel
Adam Barsky	Executive Vice President and Chief Financial Officer
Joseph Kessler	Executive Vice President and Chief Operating Officer
Sarah Salati	Executive Vice President and Chief Commercial Officer
Lee Garza	Senior Vice President – Financial Operations
Soubhagya Parija	Senior Vice President & Chief Risk Officer
Robert Piascik	Senior Vice President & Chief Information Officer
Angela Gonzalez	Senior Vice President – Internal Audit
Keith Hayes	Senior Vice President – Clean Energy Solutions
Kristine Pizzo	Senior Vice President – Human Resources
Karen Delince	Vice President and Corporate Secretary
John Canale	Vice President – Strategic Supply Management
Ruth Colón	Vice President – Enterprise Shared Services
Joseph Leary	Vice President – Community & Government Relations
Patricia Lombardi	Vice President – Project Management
Daniella Piper	Vice President – Digital Transformation Office and Chief of Staff
Thakur Sundeep	Controller
Susan Craig	Director – Media Relations
Mary Cahill	Manager – Executive Office
Lorna Johnson	Senior Associate Corporate Secretary
Sheila Quatrocci	Associate Corporate Secretary
Lori DeMichele	Board Travel Specialist

Chairman Koelmel presided over the meeting. Corporate Secretary Delince kept the Minutes.

Introduction

Chairman Koelmel welcomed the Trustees/Directors and NYPA and Canal staff members who were present at the meeting. He said that the meeting had been duly noticed as required by the Open Meetings Law and called the meeting to order pursuant to the Authority's Bylaws, Article III, Section 3.

1. **Adoption of the March 31, 2020 Proposed Meeting Agenda**

On motion made by member Tracy McKibben and seconded by member Dennis Trainor, the members adopted the meeting Agenda.

Conflicts of Interest

Chairman Koelmel, Vice Chair Nicandri and members Picente, McKibben, Balboni and Trainor declared no conflicts of interest based on the list of entities previously provided for their review.

2. **Motion to Conduct an Executive Session**

“Mr. Chairman, I move that the NYPA and Canal Boards conduct an Executive Session to discuss the appointment of a particular person.” On motion made by member Tracy McKibben and seconded by Vice Chairman Nicandri, the members held an executive session.

3. **Motion to Resume Meeting in Open Session**

“Mr. Chairman, I move to resume the meeting in Open Session.” On motion made by member Michael Balboni and seconded by member Tracy McKibben, the meeting resumed in Open Session.

Chairman Koelmel said that no votes were taken during the Executive Session.

4. DISCUSSION AGENDA:

a. Strategic Initiatives

Chairman Koelmel said that, given the significance and severity of the pandemic, President Quiniones will report on how NYPA is positioned to respond to it and what NYPA is doing to ensure it supports, not only its employees but also its customers across the state. He said that he is confident that President Quiniones' report will display the strength of the organization, his leadership and NYPA's preparedness to be responsive under incredibly challenging and extreme circumstances.

i. President and Chief Executive Officer's Report

President Quiniones said that his report will focus on the Authority's response to the Covid-19 crisis and what NYPA plans to do enterprise-wide and at Canals; the activities and communications that it has been having with its customers; and how the organization is managing its finances (Exhibit 4a-A).

President Quiniones continued that the Board's Finance Committee met on March 23rd and the Chair, Tracy McKibben, will report on those actions that the committee recommended for the Board's approval at this meeting.

NYPA's Response to the COVID-19 Crisis

▪ **NYPA's Focus**

NYPA's focus has always been to lead. NYPA is the largest state-owned electric utility in the state and is the backbone of the power system in New York. NYPA produces up to 25 percent of the electricity in New York and owns one-third of the high-voltage transmission system.

NYPA serves the role of being the coordinator of response during emergencies. For example, working closely with its customers during the 2008-2009 recession; assisting the Long Island Power Authority during super storm Sandy, and, more recently, Puerto Rico and the U.S. Virgin Islands dealing with the devastations of Hurricane Maria.

The Authority supports reliability and availability of the NYS power grid in partnership with utilities, generators, and the New York Independent System Operator. The Authority will be executing a Mutual Assistant Agreement with private generators in New York State to share resources and personnel in the event of a crisis.

In terms of its day-to-day operations, the Authority's priority is to protect the health and safety of its employees, customers, contractors and the general public and sustain its core generation and transmission operations.

The Authority will coordinate emergency response efforts with state agencies, in particularly, energy response efforts, and communicate and collaborate with its federal partners such as the Department of Energy and Homeland Security.

▪ **Enterprise Operations**

o Strategic / Tactical Actions

The Authority has activated the Business Continuity and Pandemic plans it has in place to make sure that it is prepared when an event such as Covid-19 occurs.

NYPA buys equipment from Asia and Europe and has employees undertaking quality control and factory acceptance testing in those regions. When NYPA learned of the situation in those

regions, a Task Force was formed in January and an Incident Command Structure in February, and now, the Authority is in full emergency operation mode to respond to this crisis.

This is a unique pandemic, therefore, NYPA had to act quickly and provided awareness training to its employees in order to educate them as to the risks involved and what to do to prevent getting infected, i.e. washing hands, no touching of face, and social distancing. Communicating with its employees was also crucial, to make sure that they have all the facts, and, in many ways, lower the level of their anxiety.

NYPA has very specific roles in responding to this crisis. NYPA mandated that all non-essential employees work remotely from home, consistent with the governor's guidance. Also, all capital and operations and maintenance projects were paused both at NYPA and Canals; NYPA focused on work that ensures the reliability and safety of its operations. In addition, its Visitors Centers facilities across the state were closed. More recently, NYPA sequestered the most mission-critical employees at the power plants and transmission control centers. NYPA will continue with wellness screenings and temperature checks for those employees who still need to be at its locations.

Mr. Joseph Kessler, Chief Operating Officer, provided a report on NYPA's sequester-in-place program. He said that there were a number of essential rolls that NYPA had to continue at its operating sites, therefore, minimal staffing at each location was necessary to keep that essential operational process working, for example, equipment operators and some of the security and ancillary staff. The Authority adapted some of the best practices, including health screenings of those staff members, and have protocols in place on how to protect them. In addition, the Authority decided on the strategy of sequestering essential staff on site working closely with the Authority's labor partners in the IBEW and UWUA, and in collaboration with the Authority's Human Resources and the Legal Departments.

- **Customer Connections**

NYPA contacted its customers to check on their status. NYPA also monitors their consumption and demand daily and contact them if there are any changes to their normal operation patterns.

NYPA paused its customer-sited energy solutions projects in order to protect its employees, contractors and the customer.

The Authority's customers with critical projects in healthcare facilities, e.g., HVAC and lighting controls projects in the hospitals, requested that the Authority allow them to complete those projects that support the demands placed on those facilities by the pandemic. In addition, the Authority is working with local governments to support their operations.

NYPA's Economic Development customers have indicated that it is very difficult to do business at this time. They are struggling with a lot of uncertainty and anticipate that they will experience financial difficulties and, in many cases, difficulty in accessing the credit markets.

- **Financial Management**

From a financial perspective, the Authority has the strength, scale and expertise to respond to this crisis. NYPA is confident that it is well-positioned to respond to the crisis, especially with its strong Balance Sheet and AA credit rating. NYPA, however, is not immune to the volatile markets and the communities they operate in, or immune to the credit markets being unstable at certain times during this crisis. The impacts of those markets have direct reverberations on NYPA; however, NYPA is hopeful that the federal government will help stabilize the market. In response to this, NYPA believes that the best strategy is to pause some of its activities. To that end, all capital and operation and maintenance (O&M) projects at NYPA and Canals and all customer-sided energy solutions projects will be "paused" for six months. In addition, NYPA's

discretionary expenses will be on pause to make sure that it conserves cash and capacity while there is no forward visibility in the markets.

NYPA expects to add mission-critical employees to the workforce, going forward, as it restarts its projects and initiatives to advance its strategic plan and agenda of the state.

▪ **Board Requested Actions**

President Quiniones said that the Authority is proposing two actions for the Board's approval. He said that part of the budget that the Board approved in December included a plan for NYPA to Refinance its existing debt and issue new debt totaling \$950 million to support its strategic initiatives. It also included an increase of NYPA's capacity to issue commercial paper.

NYPA is proposing that the Board increase that ceiling with an additional \$550 million in debt, which will bring the total debt issuance to between \$1B and \$1.5B, depending on market conditions, to be able to deal with this crisis and the uncertainty and lack of forward visibility while helping its economic development customers.

Customer Assistance Program

NYPA is proposing to cancel the automatic escalators or rate increases built into its rates for 2020; provide a six-month deferral or forbearance for its economic development customers to pay their utility bill; and design an 18-month utility bill repayment plan with no penalty.

By providing this forbearance, NYPA is hopeful that it can help to preserve jobs and provide some level of economic stability to communities across the state. With this action, customers would start paying NYPA from month seven for the 18-month repayment plan.

President Quiniones then asked Ms. Sarah Salati, Chief Commercial Officer, to present the request for the Economic Development Customer Assistance Program and Mr. Adam Barsky, Chief Financial Officer, for authorization to issue series 2020 revenue bonds, to the Board for approval.

1. Economic Development Power Programs – Customer Assistance Program

The President and Chief Executive Officer submitted the following report:

“SUMMARY

The Trustees are requested to approve two temporary measures to provide financial relief to customers in the Authority's Economic Development Power Programs, that are subject to the Annual Adjustment Factor ('AAF'), described below: (1) suspension of the AAF which is otherwise scheduled under applicable tariffs to be applied to energy and demand rates annually on July 1st, for a period of one year from July 1, 2020 through June 30, 2021; and (2) provision to such customers of the option to defer payment of energy bills to the Authority, beginning with the April 2020 invoice, for up to 6 months, with repayment of deferred amounts to occur in equal installments over the subsequent 18-month period.

BACKGROUND

Several programs at the Authority utilize low-cost hydroelectric power as an incentive to spur economic growth throughout the state for commercial and industrial customers. These programs include the Authority's Recharge New York, Western New York, Expansion Power & Replacement Power, and Preservation Power programs. Each of these programs requires a commitment from the recipients of job growth within their business, job retention and/or capital commitment.

Under the applicable tariffs for these programs (the 'Economic Development Power Programs'), energy and demand rates are subject to adjustment based on the AAF. The AAF is based upon a weighted average of three economic indices: 1) BLS Industrial Power Price (35% weight); 2) EIA Average Industrial Power Price (40% weight); and 3) BLS Industrial Commodities Price Less Fuel (25% weight). The AAF, whether it represents an increase or decrease, is normally applied to program base rates annually on July 1st, in accordance with the applicable tariffs.

DISCUSSION

Based upon the current economic conditions relating to COVID-19, the Authority has explored options to help its Economic Development Power Program customers through these fiscally difficult times. Staff has developed a two-part plan to ease the financial strain being experienced by many throughout the State in the hope that businesses will be able to endure the slowdown and retain employees to the extent possible.

The first phase of this new initiative is the suspension, for a period of one year, of the AAF under applicable tariffs to energy and demand rates for customers in the Authority's Economic Development Power Programs, beginning with the adjustment that would have taken effect on July 1, 2020.

The second phase of the assistance program, designed to provide immediate cash relief to eligible customers in such programs, is the option to defer payment of energy bills to the Authority for up to 6 months, beginning with the April 2020 invoices. Participants would then make up those deferred payments in equal installments over the subsequent 18-month period, free from any interest or penalties.

Under this initiative, eligible customers would be required to inform the Authority, under procedures to be developed by staff, of their interest in taking part in the program. For customers that opt in the program, utility bills would continue to be issued on their normal monthly schedule, giving these businesses the ability to budget for future cash needs. After the end of the payment suspension period, the total deferred amount would be calculated for each account, and one-eighteenth of that deferred amount would be included in every bill for the succeeding 18 months.

FISCAL INFORMATION

Though final data used to calculate the AAF is not yet available, based on current information, the Authority estimates that the AAF for the July 1, 2020 – June 30, 2021 period would have resulted in an approximately 0.5% increase to rates and generated an additional approximately \$800,000 in revenues for all Economic Development Power Programs over the same period.

RECOMMENDATION

The President and Chief Executive Officer recommends that the Trustees approve two temporary measures to provide financial relief to customers in the Authority's Economic Development Power Programs: (1) suspension of the Annual Adjustment Factor, which would otherwise be scheduled under applicable tariffs to be applied to energy and demand rates annually on July 1st, for a period of one year from July 1, 2020 through June 30, 2021; and (2) provision to such customers of the option to defer payment of energy bills to the Authority, beginning with the April 2020 invoice, for up to 6 months of energy bills, with repayment of deferred amounts to occur in equal installments over the subsequent 18-month period.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

Ms. Sarah Salati, Chief Commercial Officer, provided highlights of the request to the Board.

On motion made by Trustee Trainor and seconded by Vice Chair Nicandri, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, that the Trustees hereby approve the following temporary measures to provide financial relief to customers in the Authority's Economic Development Power Programs, each as described in more detail in the foregoing report: (1) suspension of the Annual Adjustment Factor, which would otherwise be scheduled under applicable tariffs to be applied to energy and demand rates annually on July 1, for a period of one year from July 1, 2020 through June 30, 2021; and (2) provision to such customers of the option to defer payment of energy bills to the Authority, beginning with the April 2020 invoice, for up to 6 months, with repayment of deferred amounts to occur in equal installments over the subsequent 18-month period; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

2. 2020 Plan of Finance – Series 2020 Revenue Bonds, Commercial Paper Resolutions and Revolving Credit Agreement

The President and Chief Executive Officer submitted the following report:

“SUMMARY

Set forth below is a summary of the actions that the Board of Trustees is requested to take regarding the Series 2020 Revenue Bonds, Commercial Paper Resolutions and Revolving Credit Agreement.

The Finance Committee considered these actions at their March 23, 2020 meeting and recommended that the Trustees take the actions described in this report.

BACKGROUND and DISCUSSION

A. Series 2020 Revenue Bonds and Plan of Finance

The staff of the Authority proposes the issuance of bond, notes or other indebtedness under the Authority's General Resolution Authorizing Revenue Obligations, adopted February 24, 1998, as amended and supplemented from time to time (the 'General Resolution') (such bonds, notes or other indebtedness collectively referred to herein as the 'Series 2020 Bonds'), in an aggregate principal amount not to exceed \$1.5 billion outstanding at any time, for the purpose of: (1) refunding all or a portion of the Commercial Paper Notes issued by the Authority, including, without limitation, any Commercial Paper Notes issued by the Authority to refund the Authority's Series 2007 A Revenue Bonds and the Authority's Series 2007 C Revenue Bonds in December 2019; (2) refunding all or a portion of the Authority's Series 2011 A Revenue Bonds for net present value savings; (3) recovering capital spending and construction work in progress for the period 2017 - 2019 related to the Authority's transmission assets, the St. Lawrence generation facility, the Niagara generation and Lewiston pump assets and other generation and asset expenditures deemed appropriate for the financing contemplated herein in the amount of approximately \$300 million; (4) new money of in the amount of approximately \$300 million for expenditures pursuant to the Authority's 2020-2023 Approved Budget and Financial Plan that includes approximately \$890 million in expenditures for power generation, transmission, Canal Corporation, energy solutions and information technology improvements; (5) paying financing costs related to the issuance of the Authority's debt obligations, including underwriters' discount, structuring fees, any insurance premiums, credit enhancement or liquidity fees related to obtaining any municipal bond insurance policy, other credit enhancement or liquidity facilities determined to be necessary or desirable and other costs incurred by the Authority in connection therewith; and (6) paying principal and interest on any bond anticipation notes issued for any of such purposes. Based on market conditions and other considerations, staff of the Authority proposes, in the alternate, that the indebtedness represented by the Series 2020 Bonds may be incurred in the form of a revolving credit facility or line of credit, subject to the same limitations as to purpose and maximum principal amount outstanding at any time applicable to the Series 2020 Bonds.

The Series 2020 Bonds would be issued as senior lien revenue obligations under the Authority's General Resolution Authorizing Revenue Obligations, adopted February 24, 1998, as amended and supplemented (the 'General Resolution'). The objectives of issuing the Series 2020 Bonds will include the return to, and maintenance of 200 days cash on hand and maintenance of a debt to capitalization ratio below 50%. A due diligence process is currently underway with bond counsel, Hawkins Delafield & Wood, and the Authority's financial advisor, PFM, to determine the appropriate mix of green, taxable and tax-exempt bonds with an express desire to capture as much of this capacity as possible under a Green Bond issuance. The Authority proposes to issue the Series 2020 Bonds as either fixed or variable rate bonds but anticipates issuing at a fixed rate based on the beneficial issuer environment at present with an opportunity to significantly reduce the Authority's overall cost of debt with this issuance.

The purpose of the 2020 plan of finance as described herein is to pay for or reimburse capital expenditures, replenish financial metrics in line with the maintenance of the Authority's AA rating and produce present value savings on debt service.

In addition, to further enhance the Authority's financial flexibility, the staff of the Authority proposes: (a) amending the resolutions authorizing commercial paper notes previously adopted by the Authority (the 'Commercial Paper Resolutions') to expand the permissible uses of the Commercial Paper Notes issued thereunder to include any corporate purpose of the Authority and (b) amending the 2019 Revolving Credit Agreement, with JP Morgan Chase Bank, National Association, as Administrative Agent (the 'Revolving Credit Agreement'), to (i) expand the purposes for which the Authority may borrow amounts thereunder, (ii) increase the amount that the Authority may borrow thereunder to up to \$950 million at any time, (iii) revise the terms and conditions upon which amounts borrowed thereunder may be repaid, and (iv) otherwise revise terms to benefit the Authority. To the extent one or more of the banks or the administrative agent under the Revolving Credit Agreement are unable or unwilling to accommodate the Authority's proposed revisions, the Authority proposes to enter into one or more separate revolving credit or term loan agreements with one or more banks or other financial institutions authorized by the Trustees to enter into such transactions with the Authority to achieve such purposes.

B. The Resolutions Regarding the Series 2020 Bonds, Commercial Paper Program and Revolving Credit Agreement

A summary of the principal terms of the authorizing resolutions attached as Exhibit '4a i-2-A,' which was presented to the Finance Committee for recommendation to the Trustees for consideration, is set forth below.

(1) Amended and Restated Eleventh Supplemental Resolution

Adoption of the Amended and Restated Eleventh Supplemental Resolution Authorizing Series 2020 Revenue Bonds ('Eleventh Supplemental Resolution' and attached as Exhibit '4a i-2-A-1'), which authorizes the issuance of the Series 2020 Bonds, in an aggregate principal amount not to exceed \$1.5 billion outstanding at any time for the purposes discussed above.

(2) Series 2020 Bonds and Bond Anticipation Notes

(a) The sale of the Series 2020 Bonds to one or more underwriters as may be selected by the Designated Officers (each, a 'Designated Officer' and collectively, the 'Designated Officers') from the prequalified pool of underwriters, at such prices as any such officer may accept and as will be in compliance with the requirements of the Eleventh Supplemental Resolution is authorized.

(b) The Designated Officers and other specified officers are each authorized to execute a Contract of Purchase, providing for the sale of the Series 2020 Bonds to such underwriters, a Continuing Disclosure Agreement with The Bank of New York Mellon relating to the Series 2020 Bonds, a private placement agreement or other bank financing agreement, and miscellaneous other documents and instruments.

(c) To the extent that a Designated Officer determines that it would be advantageous or desirable in current market conditions to issue bond anticipation notes ('Notes') relating to any of the Series 2020 Bonds instead of issuing Series 2020 Bonds as long term bonds, such Designated Officer is authorized to determine whether such bond anticipation notes will be issued as 'Bonds' or 'Subordinated Indebtedness' (as defined in the General Resolution) and to arrange for the sale and delivery of Notes in the same manner and on the same terms as Series 2020 Bonds may be sold and delivered. The details of such Notes will be incorporated in a certificate relating to such Notes (a 'Note Certificate') executed by such Designated Officer and delivered to the trustee under the General Resolution. Any Note so issued will mature no later than ten years from the date of issue and may be renewed from time to time and may be refunded with the issuance of Series 2020 Bonds. Any Note Certificate may include such

amendments and modifications to the provisions of the authorizing resolutions and the Eleventh Supplemental Resolution (attached as Exhibit '4a i-2-A-1') as such officer determines are necessary and appropriate to effectuate such determinations and details.

(d) To the extent that it is determined to issue variable rate Series 2020 Bonds, the Designated Officers and other specified officers are also authorized to enter into any related remarketing agreements and liquidity and credit agreements.

(e) The Designated Officers and other specified officers are authorized to approve the issuance of one or more Preliminary Official Statements and final Official Statements relating to the Series 2020 Bonds. The Preliminary Official Statement is attached as Exhibit '4a i-2-A-2.'

(3) Registrar, Paying Agent and Escrow Agent for the Series 2020 Bonds

The Bank of New York Mellon will be appointed as Registrar and Paying Agent for the Series 2020 Bonds.

(4) Amendments to Commercial Paper Resolutions and Revolving Credit Agreement

(a) The amendments to the commercial paper resolutions will provide that commercial paper may be issued, and the proceeds of each series of commercial paper notes may be applied, for the payment of any capital expenditures, operating expenses or any other lawful corporate purpose of the Authority. To the extent that a Designated Officer determines that it would be advantageous or desirable in current market conditions, the indebtedness incurred through the Revolving Credit Agreement may be incurred as senior lien obligations or 'Subordinated Indebtedness' under the General Resolution.

(b) The Designated Officers are authorized to execute amendments to the Revolving Credit Agreement to (a) increase borrowing capacity thereunder by not more than an additional \$250,000,000, (b) acknowledge that the commercial paper resolutions have been amended and supplemented as described in (4)(a) above, and (c) extend the term by which amounts borrowed thereunder may be repaid to a date not longer than 15 years from the date of such borrowing and (d) otherwise renegotiate and revise the terms of the Revolving Credit Agreement to benefit the Authority. The Designated Officers and all other officers of the Authority are authorized and directed to carry out or cause to be carried out all obligations of the Authority set forth in said amendments upon execution thereof and subject to approval as to the form thereof by the Executive Vice President and General Counsel.

(c) In addition, in the event one or more of the banks or the administrative agent is unwilling or unable to accommodate the Authority's request for the amendments described above, the Designated Officers will be authorized, on behalf of the Authority, to execute one or more separate revolving credit or term loan agreements for an amount up to \$250 million with one or more of the banks and or the administrative agent or other financial institutions authorized by the Trustees to enter into such transactions with the Authority for the same expanded purposes for which commercial paper is authorized to be issued above, subject to the limitations set forth above subject to approval as to the form thereof by the Executive Vice President and General Counsel.

RECOMMENDATION

The Treasurer recommends that the Board of Trustees approve the 2020 Plan of Finance - Series 2020 Revenue Bonds, Commercial Paper Resolutions and Revolving Credit Agreement.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution recommending that the Trustees approve these actions.

For the reasons stated, I recommend approval of the above-requested action by adoption of the resolution below."

Mr. Adam Barsky, Chief Financial Officer, provided highlights of staff's request to the Board.

On motion made by Trustee McKibben and seconded by Trustee Trainor, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, that the Board of Trustees hereby approve the 2020 Plan of Finance and its related authorizing resolutions, attached as Exhibit "4a i-2-A," and as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, the Corporate Secretary, the Treasurer and all other officers of the Authority be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents that they, or any of them, may deem necessary or advisable to effectuate the foregoing resolutions, subject to approval as to the form thereof by the Executive Vice President and General Counsel.

b. Finance Committee Report

Chairperson Tracy McKibben reported that the Finance Committee met on March 23rd and considered 4 Information Technology items and 4 Financial Operations items.

Information Technology & Cyber Security

Chair McKibben said that with much of the workforce working remotely, this public health emergency reinforces the need for NYPA to continue its investment in software and hardware as well as cyber resilience. The Finance Committee therefore recommends that the Board approve the following:

1. capital expenditures in the amount of \$18,267,534 for the Core IT Infrastructure Life Extension and Modernization /LEM Program.
2. capital expenditure in the amount of \$18,978,307 for the Common Application LEM Program.
3. capital expenditures in the amount of \$30,640,958 for the Cyber Resilience Program.
4. capital expenditures in the amount of \$10,816,679 for the Data Management Program.

Financial Operations

Chair McKibben said that four items were discussed regarding the Financial Operations of the Authority. The committee discussed and voted on one of the items which was revised at the meeting - the Issuance of the Series 2020 Revenue Bonds, as previously presented by Adam Barsky, Chief Financial Officer. The Finance Committee recommends that the Board approve the following:

1. the adoption of the amended Other Post-Employment Benefits Trust Investment Policy Statement to support the continued growth, and to strengthen the fiduciary control of the Trust.
2. the appointment for a period of five years of a prequalified pool of Senior Managers, Co-Managers and Selling Group members to originate, underwrite and sell the Authority's debt obligations and provide other services as requested.
3. the release of an additional \$22.8 million in funding to support operations of the Canal Corporation in calendar year 2020.

i. **Information Technology & Cyber Security**

1. **Core Information Technology Infrastructure
Life Extension and Modernization Program –
Capital Expenditure Authorization Request**

The President and Chief Executive Officer submitted the following report:

“SUMMARY

The Trustees are requested to approve this capital expenditure authorization request of \$18,267,534 for the Core Information Technology Infrastructure Life Extension and Modernization (‘Core IT Infrastructure LEM Program’) Program. The Core IT Infrastructure LEM Program is designed to support the implementation, lifecycle and modernization of the existing End-of-Life and End-of-Service IT infrastructure.

The request represents the projected expenditures for the Core IT Infrastructure LEM Program over the period from 2020-2023. The Authority’s 2020 Budget includes approximately \$4,238,284 for the Core IT Infrastructure LEM Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request of \$18,267,534 for the Program.

BACKGROUND

In accordance with the Authority’s Capital Planning and Budget Procedures, capital expenditures in excess of \$6 million require the Trustees’ approval.

The Authority’s Information Technology department (‘NYPA IT’) previously outlined to the Trustees a comprehensive multi-year strategy to support the Authority’s top priorities and initiatives enabling the Authority’s digital transformation. As part of the multi-year strategy, NYPA IT has re-organized its previously identified core programs to sufficiently account for changes in priorities and to more accurately align to ongoing enterprise strategies as it moves into the future. The goals of the strategy and the eight new programs, including the Core IT Infrastructure LEM Program, are described in more detail in ‘Exhibit 4b i-1-A.’

In 2019, NYPA IT focused on the acceleration of the enterprise compute and storage program and its related critical infrastructure components. This effort provided the modern technological foundation and capacity for NYPA to avail itself of leading and bleeding edge solutions required by its digital transformation strategy for 2020 and beyond. In May 2019, the Trustees approved expenditures of \$34,020,924 for the Compute-Storage Program. The Compute-Storage Program is currently on budget and expected to be completed in 2020. In 2018, the Trustees approved expenditures of \$8,463,609 for the Cyber Program for 2019. The Cyber Program for 2019 was successfully completed within budget.

The Core IT Infrastructure LEM Program is one of four IT-related capital expenditure authorization requests for the Trustees’ approval. No contract awards are being requested at this time. Any future contract requests associated with this program will be in accordance with the Authority’s Expenditure Authorization Procedures.

DISCUSSION

The Core IT Infrastructure LEM Program is focused on the procurement and implementation and replacement of essential technology infrastructure including wired and wireless networking, mobile workstations, peripherals, data center infrastructure and platforms, telephony, Virtual Private Network

('VPN'), bandwidth and cloud connectivity. This includes the upgrade of End-of-Life and End-of-Service components, the acquisition of new capabilities, and continued alignment to organizational strategy

The Core IT Infrastructure LEM Program will include, but not be limited to, Work Packages in the areas of:

- Network Switch Replacements: Replacement of End-of-Life switches.
- Load Balancer Upgrade: Upgrade End-of-Life F5 Load Balancer.
- WPO Data Center HVAC Upgrade/Replace: Replace current End-of-Life HVAC system.
- Environmental Sensor Replacement for WPO and E2C2 Data Centers: Installation of new environmental monitoring solution.
- Data Center Infrastructure Management System (DCIM): Deployment of DCIM tool.
- Phone System Upgrade: Upgrade NYPA's phone system.
- BG Visitor Center Renovation: Create new network environment for Blenheim-Gilboa Visitor Center.
- Video surveillance deployment for WPO and E2C2 Data Centers: This will allow remote monitoring and management.
- Printer Equipment Replacement: Replacement of End-of-Life network printers.

The current capital expenditure authorization request for the Core IT Infrastructure LEM Program is based on projected expenditures for the 2020-2023 period. The Core IT Infrastructure LEM Program will involve engineering design, new hardware and software, installation and testing.

The major components of the funding for the Core IT Infrastructure LEM Program are as follows:

• Procurement	\$ 8,179,208
• Construction/Installation	\$ 7,055,675
• Internal Labor	\$ 2,162,769
• HQ Overhead	\$ 869,882
Total	<u>\$ 18,267,534</u>

While the capital expenditure authorization request is for the full amount, any expenses deemed to be operating expenses under applicable accounting standards would be funded from the Authority's operating funds.

FISCAL INFORMATION

The projected expenditures in 2020 for the Core IT Infrastructure Program were included in the Authority's 2020 Budget. Payments associated with the Core IT Infrastructure Program will be made from the Capital Fund, to the extent properly capitalized or capitalizable, and from operating funds.

RECOMMENDATION

The Senior Vice President and Chief Information officer recommends that the Trustees approve the Capital Expenditure Authorization Request in the amount of \$18,267,534 for the Core Information Technology Infrastructure Life Extension and Modernization Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution recommending that the Trustees approve the abovementioned Program.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

On motion made by Trustee McKibben and seconded by Trustee Trainor, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby authorize capital expenditures in the amount of \$18,267,534 for the Core Information Technology Infrastructure Life Extension and Modernization (“Core IT Infrastructure LEM Program”) Program; and be it further

RESOLVED, That Capital Expenditures for the Core IT Infrastructure LEM Program are hereby approved in accordance with the Authority’s Capital Planning and Budgeting Procedures, as recommended in the foregoing report of the President and Chief Executive Officer, in the amount and for the purpose listed below:

<u>Capital</u>	<u>Expenditure Authorization</u>
Core IT Infrastructure LEM Program	<u>\$ 18,267,534</u>

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

2. Common Application Life Extension & Modernization Program – Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve the capital expenditure authorization request of \$18,978,307 for the Common Application Life Extension and Modernization Program ('Common Application LEM Program'). The Common Application LEM Program is designed to support the implementation, lifecycle and modernization of the existing portfolio of business application systems.

The request represents the total cost for the four-year 2020-2023 Common Application LEM Program. The Authority's Approved 2020 Budget includes \$4,403,192 for the Common Application LEM Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request of \$18,978,307 for the Common Application LEM Program.

BACKGROUND

In accordance with the Authority's Capital Planning and Budget Procedures, capital expenditures in excess of \$6 million require the Trustees' approval.

The Authority's Information Technology department ('NYPA IT') previously outlined to the Trustees a comprehensive multi-year strategy to support the Authority's top priorities and initiatives enabling the Authority's digital transformation. As part of the multi-year strategy, NYPA IT has re-organized its previously identified core programs to sufficiently account for changes in priorities and to more accurately align to ongoing enterprise strategies as it moves into the future. The goals of the strategy and the eight new programs, including the Common Application LEM Program, are described in more detail in Exhibit '4b i-2-A.'

In 2019, NYPA IT focused on the acceleration of the enterprise compute and storage program, and its related critical infrastructure components. This effort provided the modern technological foundation and capacity for NYPA to avail itself of leading and bleeding edge solutions required by its digital transformation strategy for 2020 and beyond. In May 2019, the Trustees approved expenditures of \$34,020,924 for the Compute-Storage Program. The Compute-Storage Program is currently on budget and expected to be completed in 2020. In 2018, the Trustees approved expenditures of \$8,463,609 for the Cyber Program for 2019. The Cyber Program for 2019 was successfully completed within budget.

The Common Application LEM Program is one of four IT-related capital expenditure authorization requests for the Trustees' approval. No contract awards are being requested at this time. Any future contract requests associated with this program will be in accordance with the Authority's Expenditure Authorization Procedures.

DISCUSSION

The Common Application LEM Program is focused on the assessment, procurement and implementation of essential operating system, middleware and database systems that are key to operation of NYPA's business applications. This includes the upgrade of End-of-Life and End-of-Service components, the acquisition of new capabilities, and continued alignment to organizational strategy.

The Common Application LEM Program will include, but not be limited to, Work Packages in the areas of:

- Live Data Servers Upgrade: Virtualize Live Data servers.
- SQL 2012 Upgrade: Migrate systems to a currently supported version.
- Win2008 Remediation: Migrate systems running on End-of-Life Windows 2008 to a current Windows Server OS.
- Sitecore Migration: Migrate Sitecore platform to the Cloud to support the Move to the Cloud program.
- Integration Bus Upgrade: Upgrade firmware to fix bugs and maintain support; add new security features, Cloud and third-party integration.
- Integration Gateway Firmware Upgrade: Upgrade appliance firmware and keep vendor support.
- Niagara Applications Consolidation: Migration of application hosted on servers located in Niagara to servers in WPO and update underlying technology.
- Self Service Desktop Software Implementation: Deploy system for users to self-service the installation of MS Project, MS Visio, PDF Converter, etc.

The current capital expenditure authorization request is based on projected expenditures for the 2020-2023 period. The Common Application LEM Program will involve engineering design, new hardware and software, installation and testing.

The major components of the funding for the Common Application LEM Program are as follows:

• Procurement	\$ 6,616,042
• Construction/Installation	\$ 10,127,604
• Internal Labor	\$ 1,330,932
• HQ Overhead	\$ <u>903,729</u>
Total	\$ <u>18,978,307</u>

While the capital expenditure authorization request is for the full amount, any expenses deemed to be operating expenses under applicable accounting standards would be funded from the Authority's operating funds.

FISCAL INFORMATION

The projected expenditures in 2020 for the Common Application LEM Program were included in the Authority's 2020 Budget. Payments associated with the Common Application LEM Program will be made from the Capital Fund, to the extent properly capitalized or capitalizable, and from operating funds.

RECOMMENDATION

The Senior Vice President and Chief Information Officer recommends that the Trustees approve the Capital Expenditure Authorization Request in the amount of \$18,978,307 for the Common Application Life Extension & Modernization Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution recommending that the Trustees approve the abovementioned Program.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That Capital Expenditures for the Common Application Life Extension & Modernization (“LEM”) Program are hereby approved in accordance with the Authority’s Capital Planning and Budget Procedures, as recommended in the foregoing report of the President and Chief Executive Officer, in the amount and for the purpose listed below:

<u>Capital</u>	<u>Expenditure Authorization</u>
Common Application LEM Program	<u>\$ 18,978,307</u>

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

3. Cyber Resilience Program – Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve this capital expenditure authorization request of \$30,640,958 for the Cyber Resilience Program. The Cyber Resilience Program is designed to support the implementation, lifecycle and modernization of the existing portfolio of cyber protection and detection systems.

The request represents the projected expenditures for the Cyber Resilience Program over the period from 2020-2023. The Authority's 2020 Budget includes approximately \$7,109,065 for the Cyber Resilience Program.

Preliminary engineering funds in the amount of \$2,000,000 were previously approved by the President and Chief Executive Officer in January 2020 and are included in the total request.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request of \$30,640,958 for the Cyber Resilience Program.

BACKGROUND

In accordance with the Authority's Capital Planning and Budget Procedures, capital expenditures in excess of \$6 million require the Trustees' approval.

The Authority's Information Technology department ('NYPA IT') previously outlined to the Trustees' a comprehensive multi-year strategy to support the Authority's top priorities and initiatives enabling the Authority's digital transformation. As part of the multi-year strategy, NYPA IT has re-organized its previously identified core programs to sufficiently account for changes in priorities and to more accurately align to ongoing enterprise strategies as it moves into the future. The goals of the strategy and the eight new programs, including the Cyber Resilience Program, are described in more detail in Exhibit '4b i-3-A.'

In 2019, NYPA IT focused on the acceleration of the enterprise compute and storage program, and its related critical infrastructure components. This effort provided the modern technological foundation and capacity for NYPA to avail itself of leading and bleeding edge solutions required by its digital transformation strategy for 2020 and beyond. In May 2019, the Trustees approved expenditures of \$34,020,924 for the Compute-Storage Program. The Compute-Storage Program is currently on budget and expected to be completed in 2020. In 2018, the Trustees approved expenditures of \$8,463,609 for the Cyber Program for 2019. The Cyber Program for 2019 was successfully completed within budget.

The Cyber Resilience Program is one of four IT-related capital expenditure authorization requests for the Trustees' approval. No contract awards are being requested at this time. Any future contract requests associated with this program will be in accordance with the Authority's Expenditure Authorization Procedures.

DISCUSSION

The Cyber Resilience Program is focused on fortifying the Authority's systems with state-of-the-art solutions needed to detect and defend NYPA from constantly evolving threats and vulnerabilities. This program is designed to support the implementation, lifecycle and modernization of the existing portfolio of cyber protection and detection systems. It includes work related to the sustainment, enhancement and integration related to protecting NYPA's business.

IT Cyber Security Initiatives are focused into strategic sub-programs representing a variety of state-of-the-art security solutions needed to deliver the security requirements of the NYPA business community. These strategic efforts are to improve services, delivery and security around NYPA's digital vision.

- Segmentation solutions will enable visibility, monitoring and security of various zones of protection both within and externally to NYPA. Technologies will focus on software defined networks, orchestration and access authorization and authentication. This will reduce attack surface and data leakage risks.
- Access Anywhere solutions will focus on the delivery of information, services and software to any device anywhere with proper visibility, monitoring and security controls. Automated and managed services focused at effective cost controls will allow greater speed and enhanced self-service.
- IT / OT Visibility consists of assessment, acquisition and implementation of solutions and architecture standards to incorporate operational technology systems and networks into centralized monitoring, asset control and advance security solutions.
- Threat and Vulnerability & Incident Management will enable consistent, rapid engagement, and communication of security events, threats, and vulnerabilities to mitigate security risks more quickly in a standardized and repeatable way.

The current capital expenditure authorization request for the Cyber Resilience Program is based on the projected expenditures for the 2020-2023 period. The program will involve engineering design, new hardware and software, installation and testing.

The major components of the funding for the Cyber Resilience Program are as follows:

• Procurement	\$12,930,375
• Construction/Installation	\$ 14,088,721
• Internal Labor	\$ 2,162,769
• HQ Overhead	<u>\$ 1,459,093</u>
Total	<u>\$ 30,640,958</u>

While the capital expenditure authorization request is for the full amount, any expenses deemed to be operating expenses under applicable accounting standards would be funded from the Authority's operating funds.

FISCAL INFORMATION

The projected expenditures in 2020 for the Cyber Resilience Program were included in the Authority's 2020 Budget. Payments associated with the Cyber Resilience Program will be made from the Capital Fund, to the extent properly capitalized or capitalizable, and from operating funds.

RECOMMENDATION

The Senior Vice President and Chief Information Officer recommends that the Trustees approve the Capital Expenditure Authorization Request for \$30,640,958 for the Cyber Resilience Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request for the above Program.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That Capital Expenditures for the Cyber Resilience Program are hereby approved in accordance with the Authority’s Capital Planning and Budget Procedures, as recommended in the foregoing report of the President and Chief Executive Officer, in the amount and for the purpose listed below:

<u>Capital</u>	<u>Expenditure Authorization</u>
Cyber Resilience Program	<u>\$ 30,640,958</u>

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

**4. Data Management Program –
Capital Expenditure Authorization Request**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve this capital expenditure authorization request of \$10,816,679 for the Data Management Program. The Data Management Program is a transformational program that will focus on providing the tools that enable the management of data throughout its entire lifecycle and maximize the value that can be derived from that data.

The request represents the projected expenditures for the Data Management Program over the period from 2020-2021. The Authority's 2020 Budget includes approximately \$8,559,179 for the Data Management Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request of \$10,816,679 for the Data Management Program.

BACKGROUND

In accordance with the Authority's Capital Planning and Budget Procedures, capital expenditures in excess of \$6 million require the Trustees' approval.

The Authority's Information Technology department ('NYPA IT') previously outlined to the Trustees a comprehensive multi-year strategy to support the Authority's top priorities and initiatives enabling the Authority's digital transformation. As part of the multi-year strategy, NYPA IT has re-organized its previously identified core programs to sufficiently account for changes in priorities and to more accurately align to ongoing enterprise strategies as it moves into the future. The goals of the strategy and the eight new programs, including the Data Management Program, are described in more detail in Exhibit '4b i-4-A.'

In 2019, NYPA IT focused on the acceleration of the enterprise compute and storage program and its related critical infrastructure components. This effort provided the modern technological foundation and capacity for NYPA to avail itself of leading and bleeding edge solutions required by its digital transformation strategy for 2020 and beyond. In May 2019, the Trustees approved expenditures of \$34,020,924 for the Compute-Storage Program. The Compute-Storage Program is currently on budget and expected to be completed in 2020. In 2018, the Trustees approved expenditures of \$8,463,609 for the Cyber Program for 2019. The Cyber Program for 2019 was successfully completed within budget.

The Data Management Program is one of four IT-related capital expenditure authorization requests for the Trustees' approval. No contract awards are being requested at this time. Any future contract requests associated with this program will be in accordance with the Authority's Expenditure Authorization Procedures.

DISCUSSION

The Data Management Program will focus on providing the tools that enable the management of data throughout its entire lifecycle and maximize the value that can be derived from that data. This program is targeted to the acquisition and implementation of the technology required to manage NYPA's 'Data-as-an-Asset' program and to provide a single foundational data service for data integration, analytics and self-service. The Data Management Program will include, but not be limited to, Work Packages in the areas of:

- Enable a data integration framework to combine and transform data from disparate sources and types
- Establish data governance capabilities to ensure all data and models are managed, end-to-end, within the EDAP while also enabling self-service capabilities
- Establish data analytics capabilities that allow data scientists and business users to analyze data and build complex models & algorithms to generate business insights.

The current capital expenditure authorization request for the Data Management Program is based on projected expenditures for the 2020-2021 period. The Data Management Program will involve engineering design, new hardware and software, installation and testing.

The major components of the funding for the Data Management Program are as follows:

• Procurement	\$ 2,834,100
• Construction/Installation	\$ 4,661,383
• Internal Labor	\$ 2,806,116
• HQ Overhead	<u>\$ 515,080</u>
Total	<u>\$ 10,816,679</u>

While the capital expenditure authorization request is for the full amount, any expenses deemed to be operating expenses under applicable accounting standards would be funded from the Authority's operating funds.

FISCAL INFORMATION

The projected expenditures in 2020 for the Data Management Program were included in the Authority's 2020 Budget. Payments associated with the Data Management Program will be made from the Capital Fund, to the extent properly capitalized or capitalizable, and from operating funds.

RECOMMENDATION

The Senior Vice President and Chief Information Officer recommends that the Trustees approve the Capital Expenditure Authorization Request for \$10,816,679 for the Data Management Program.

The Finance Committee, at its March 23, 2020 meeting, adopted a resolution that the Trustees approve the capital expenditure authorization request for the above Program.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That Capital Expenditures for the Data Management Program are hereby approved in accordance with the Authority's Capital Planning and Budget Procedures, as recommended in the foregoing report of the President and Chief Executive Officer, in the amount and for the purpose listed below.

Capital

**Expenditure
Authorization**

Data Management Program

\$ 10,816,679

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

ii. **Financial Operations**

1. **Review and Approval of Amended Investment Policy Statement for the Other Post-Employment Benefits Trust**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to adopt an amended Other Post-Employment Benefits Trust Investment Policy Statement in order to support the continued growth and to strengthen fiduciary controls of the Trust.

The Finance Committee, at its March 23, 2020 meeting, recommended that the Trustees adopt the amended Investment Policy Statement.

BACKGROUND

At their July 31, 2007 meeting, the Trustees (1) approved the creation of the Power Authority of the State of New York Other Post-Employment Benefits Trust (the 'Trust'); (2) adopted the Trust Investment Policy Statement; (3) appointed a Trustee Custodian and (4) approved an initial \$225 million funding plan. Subsequently, in October 2011, the Trustees approved an on-going annual funding plan for the OPEB Trust and certain amendments to the Investment Policy Statement clarifying diversification and credit quality standards.

DISCUSSION

The Trust Investment Policy Statement is a document that outlines and discusses the Trust's investment objectives and includes a strategy for diversification among several asset types and classes to be aligned with the Authority's overall return objectives and risk tolerances.

The establishment of the Trust, in addition to securing the Authority's ability to meet its OPEB obligations, reduces the net cost of the obligations by providing investment earnings to offset the anticipated growth in benefit expenditures. Moreover, the establishment of the separate Investment Policy for the Trust allows investment in longer term and generally higher yielding investments than the Authority's general funds.

Staff is recommending several amendments to the Investment Policy Statement ('IPS') for the New York Power Authority Other Post-Employment Benefit Trust Fund. The IPS has not been amended since October 2011, which clarified diversification and credit quality restrictions but did not address asset classes, fiduciary controls or regulatory shifts since the Financial Crisis.

A marked version of the IPS showing the recommended changes is attached as Exhibit '4b ii-1-A' with any additions shown as underlined and any deletions shown as strikethroughs. A final version of the amended IPS is attached as Exhibit '4b ii-1-B.'

In order to develop a more effective and contemporary policy statement, the OPEB Investment Committee, with the help of consultant NEPC, engaged in a portfolio analysis session, reviewed the Authority's annual Asset Allocation Study and reviewed the investment policy statements of the New York State and Local Employees' Retirement Fund, Teachers Fund and Firefighters' Fund, among others. Subsequently, Authority staff and NEPC developed alternative asset allocation models, reviewed capital market assumptions and determined the probability of achieving the desired investment objectives of the Trust.

Based on the various model tests and the Trust's objectives and risk tolerances, asset class weighting targets and ranges were recommended as follows:

Asset Class	Asset Weightings	
	Range	Target
Domestic Equity	37% - 47%	27%
International Equity	14% - 24%	23%
Fixed Income	25% - 35%	21%
Private Markets (Private Equity/Debt)	0 - 15%	11%
Public Real Estate Investment Trust	0 - 6%	3%
Private Real Estate	0 - 10%	8%
Real Assets (Infrastructure/Land)	0 - 6%	4%
Cash Equivalent	0% - 10%	3%

In addition, the OPEB Investment Committee and NEPC updated the IPS to reflect 'best practice' language to improve both fiduciary control and include social governance as follows:

- Clarified review responsibilities by the OPEB Investment Committee
- Adjustment of Trust investment time horizon to 30 years from 20 years
- Consideration to hire a proxy service
- Consideration of Environmental, Social and Governance factors when selecting investment managers
- Prohibition of direct investment in fossil fuel companies
- Additional requirements on asset rebalancing
- Updates to permitted investment vehicle structures

FISCAL INFORMATION

As of December 31, 2019, the market value of assets held in the OPEB Trust Fund totaled approximately \$686 million, of which \$428 million were invested in equities, \$203 million were invested in fixed income securities, and \$39 million were invested in real estate investment trust securities.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer requests, and the Finance Committee recommended, that the Trustees adopt the amended Other Post-Employment Benefits ('OPEB') Trust Investment Policy Statement.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby adopt the amended Other Post-Employment Benefits Trust Investment Policy Statement to both support the continued growth and strengthen the fiduciary control of the Trust as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, the Corporate Secretary, the Treasurer and all other officers of the Authority be, and each of them hereby is, authorized and directed, for and in the name and on

behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents that they, or any of them, may deem necessary or advisable to effectuate the foregoing resolutions, subject to approval as to the form thereof by the Executive Vice President and General Counsel.

2. Selection of Firms to Serve as Authority Underwriters

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the appointment, for a period of five years, of a prequalified pool of Senior Managers, Co-Managers and Selling Group members to originate, underwrite and sell the Authority's debt obligations and provide other services, as requested.

The Finance Committee considered this request at their March 23, 2020 meeting and recommended that the Trustees approve the appointments described in this report.

BACKGROUND

The Authority's 2020 Approved Budget and Financial Plan includes approximately \$894.4 million in expenditures for Power Generation, Transmission, Canal Corporation, Energy Solutions and IT improvements which will be funded using a combination of existing construction funds, internally generated funds, and proceeds from the sale of debt obligations ('debt') in the capital markets. Opportunities also exist to refund a certain series of the Authority's Revenue Bonds (2011A) beginning on their first call date of November 15, 2021. It is expected that a bond refinancing could provide net present value savings.

To be able to enter the capital markets as conditions and needs arise, the Authority issued a Request for Qualifications ('RFQ') (Q 19-6846RM)) to pre-qualify firms to assist in originating, underwriting and selling the Authority's debt and provide other services as requested.

DISCUSSION

The Authority recently issued an RFQ for firms interested in providing underwriting services for Authority debt issuances. The RFQ was widely advertised, including on the Authority's website and in the New York State Contract Reporter. Banks, brokers and dealers that have expressed an interest in providing such services to the Authority were invited to respond to the RFQ. In consideration of the recommendations of a State Task Force established to increase the use of Minority and Women-Owned Business Enterprise ('MWBE') underwriters, firms certified with the New York State Department of Economic Development were also invited to respond to the RFQ. Of those firms responding to the RFQ, nine held MWBE designations, two held dual designations of MWBE and Service-disabled Veteran Owned Business ('SDVOB') or Disabled Veteran Business Enterprises ('DVBE') and four were SDVOB or DVBE.

The Authority's evaluation of responses took into consideration several qualitative characteristics essential for a successful underwriting team. Specifically, responses were evaluated for firm experience in structuring, underwriting and selling green, tax-exempt and taxable bond and note issues; knowledge of the Authority, its business markets and the public power industry; the ability and demonstrated willingness to underwrite bonds; financial strength and capital position, including excess net capital allocated to public finance; distribution capability in the retail and institutional sectors; diversity and commitment to equal employment opportunities; analysis of CRA ratings where applicable; and value-added services and financing proposals aimed at cost savings or debt structuring.

Based on staff's evaluation, the following firms exhibited the qualifications that would make them suited to serve in a Senior or Co-Senior underwriting capacity. Based on their combined experience and distribution capabilities, staff believes the team will be able to market the Authority's debt at the lowest possible interest cost with wide investor participation.

Senior Managers

- Bank of America
- Citigroup
- Goldman, Sachs & Co.
- Ramirez & Co., Inc.
- Siebert Williams Shank

In addition to the selection of Senior Managers, the following firms are being recommended to serve as Co-Managers and Selling Group Members based on their qualifications to distribute and/or underwrite bonds:

Co -Managers

- Academy Securities
- Estrada & Honojosa
- FHN Financial
- Jeffries LLC
- JP Morgan Securities LLC
- Loop Capital Markets LLC
- Piper Sandler & Co.
- Wells Fargo Bank, N.A.

Selling Group Members

- AmeriVet Securities
- American Veterans Group
- Bancroft Capital
- Drexel Hamilton
- Great Pacific Securities
- Mischler Financial Group
- Roberts & Ryan Investments
- Rockfleet Financial

Overall, 43% of the firms selected are MWBEs or hold dual designations while an additional 19% are SDVOBs/DVBES.

Firm assignments for Senior Manager(s), Co-Manager(s) and Selling Group members from the prequalified pool will be established at the time of each financing transaction subject to selection by the Chief Executive Officer or Chief Financial Officer. Firms serving as Co-Managers or Selling Group members may be considered for an elevated position within the pool based on exemplary service to the Authority or value-added structuring proposals.

FISCAL INFORMATION

There is no fiscal impact associated with this action.

RECOMMENDATION

The Chief Financial Officer and the Finance Committee recommend that the Trustees approve the appointment of a the firms named in this report for a period of five years to serve as a prequalified pool of Senior Managers, Co-Managers and Selling Group members to originate, underwrite and sell the Authority's debt obligations and provide other services upon request.

For the reasons stated, I recommend the approval of the above requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby approve the appointment of a the firms listed below for a period of five years to serve as a prequalified pool of Senior Managers, Co-Managers and Selling Group members to originate, underwrite and sell the Authority’s debt obligations and provide other services as requested, with firm assignments from the prequalified pool to be established at the time of each financing transaction subject to selection by the Chief Executive Officer or Chief Financial Officer:

Senior Managers

- Bank of America
- Citigroup
- Goldman, Sachs & Co.
- Ramirez & Co., Inc.
- Siebert Williams Shank

Co -Managers

- Academy Securities
- Estrada & Honojosa
- FHN Financial
- Jeffries LLC
- JP Morgan Securities LLC
- Loop Capital Markets LLC
- Piper Sandler & Co.
- Wells Fargo Bank, N.A.

Selling Group Members

- AmeriVet Securities
- American Veterans Group
- Bancroft Capital
- Drexel Hamilton
- Great Pacific Securities
- Mischler Financial Group
- Roberts & Ryan Investments
- Rockfleet Financial

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, the Corporate Secretary, the Treasurer and all other officers of the Authority be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents that they, or any of them, may deem necessary or advisable to effectuate the foregoing resolutions, subject to approval as to the form thereof by the Executive Vice President and General Counsel.

3. Release of Funds in Support of the New York State Canal Corporation

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize the release of an additional up to \$22.8 million in funding to the New York State Canal Corporation ('Canal Corporation') to support the operations of the Canal Corporation in calendar year 2020. The amount requested is 25% of the Canal Corporation's 2020 O&M Budget. The Trustees have previously authorized the release of \$22.8 million to support the operations of the Canal Corporation for calendar year 2020.

The Finance Committee, at its March 23, 2020 meeting, recommended that the Trustees authorize the release of this additional funding.

BACKGROUND

The Authority has been authorized to provide financial support for the Canal Corporation. See, e.g., Public Authorities Law § 1005-b(2). However, certain expenditures associated therewith do not constitute Capital Costs or Operating Expenses ('Operating Expenses') as defined in the Authority's General Resolution Authorizing Revenue Obligations dated February 24, 1998, as amended and supplemented ('Bond Resolution'). Expenditures for the Canal Corporation's operating purposes that do not constitute Capital Costs or Operating Expenses must satisfy the requirements of the Authority's Bond Resolution relating to the release of funds from the trust estate created by the Bond Resolution for lawful corporate purposes. In addition, as set forth in the Trustees' Policy Statement dated May 24, 2011, a debt service coverage ratio of 2.0 is to be used as a reference point in considering any such release of funds.

The Bond Resolution permits the Authority to withdraw monies 'free and clear of the lien and pledge created by the [Bond] Resolution' provided that (a) such withdrawals must be for a 'lawful corporate purpose as determined by the Authority,' and (b) the Authority must determine, taking into account among other considerations anticipated future receipt of revenues or other moneys constituting part of the Trust Estate, that the funds to be so withdrawn are not needed for (i) payment of reasonable and necessary operating expenses, (ii) an Operating Fund reserve in amounts determined by the Authority to be adequate for working capital, emergency repairs or replacements, major renewals or for retirement from service, decommissioning or disposal of facilities, (iii) payment of, or accumulation of a reserve for payment of, interest and principal on senior debt or (iv) payment of interest and principal on subordinate debt.

Under the Bond Resolution, Capital Costs (which includes capital costs related to the Canal Corporation) may be paid without satisfying the provision described above.

DISCUSSION

With this authorization, the Trustees will have authorized the release of a cumulative \$45.6 million, an amount equal to 50% of the Canal Corporation's 2020 O&M Budget. With regard to Canal Corporation's operating expenses in excess of \$45.6 million in calendar year 2020, staff is not requesting any action at this time, but will return to the Board to request additional releases as needed.

Staff has reviewed the effect of releasing up to an additional \$22.8 million in funding at this time on the Authority's expected financial position and reserve requirements. In accordance with the Board's Policy Statement adopted May 24, 2011, staff calculated the impact of this release, together with the last 12 months releases including (a) the release of \$30 million in Recharge New York Discounts for 2020, (ii) the release of up to \$45.6 million in Canal-related operating expenses for 2020 (\$22.8 million of which was authorized in December 2019 and \$22.8 million of which the Trustees are being asked to authorize

at this March 2020 meeting), (iii) the release of up to \$2 million in Western NY Power Proceeds net earnings, and (iv) the release of up to \$1 million in Northern NY Power proceeds net earnings, on the Authority's debt service coverage and determined it would not fall below the 2.0 reference level. Based on the Authority's Four-Year Budget and Financial Plan, the 2.0 reference point level is forecasted to be met at each year-end of the forecast period 2020-2023. Given the current financial condition of the Authority, its estimated future revenues, operating expenses, debt service and reserve requirements, staff is of the view that it will be feasible for the Authority to release such amounts from the trust estate created by the Bond Resolution consistent with the terms thereof.

FISCAL INFORMATION

Staff has determined that sufficient funds are available in the Operating Fund to release an additional up to \$22.8 million in funding to support the operation of the Canal Corporation in calendar year 2020. Staff has further determined that the amounts presently held in reserves in the Operating Fund are adequate for the purposes specified in Section 503.2 of the Authority's Bond Resolution and that such Authority funds are not needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's Bond Resolution.

The expenses associated with the operations of the Canal Corporation for calendar year 2020 were included in the Canal Corporation's 2020 O&M Budget and the Authority's 2020 Budget.

RECOMMENDATION

The Chief Financial Officer and the Finance Committee recommend that the Trustees authorize the release of an additional up to \$22.8 million in funding to the Canal Corporation to support the operations of the Canal Corporation in calendar year 2020. The Chief Financial Officer further recommends that the Trustees affirm that such release is feasible and advisable, that the amounts presently set aside as reserves in the Operating Fund are adequate for the purposes specified in Section 503.2 of the Authority's Bond Resolution, and that the amount of up to \$22.8 million is not needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's Bond Resolution.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby authorize the release of an additional up to \$22.8 million in funding to the Canal Corporation to support operations of the Canal Corporation in calendar year 2020, as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the amounts presently set aside as reserves in the Operating Fund are adequate for the purposes specified in Section 503.2 of the Authority's Bond Resolution, that the amount of up to \$22.8 million in funding as described in the foregoing report is not needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented, and that the release of such amount is feasible and advisable; and be it further

RESOLVED, That as a condition to making the payments specified in the foregoing report, on the day of such payments, the

Treasurer shall certify that such monies are not then needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, the Corporate Secretary, the Treasurer and all other officers of the Authority be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents that they, or any of them, may deem necessary or advisable to effectuate the foregoing resolution, subject to approval as to the form thereof by the Executive Vice President and General Counsel.

C. Audit Committee Report

Chair Eugene Nicandri reported that on March 26, the Audit Committee met and adopted minutes and received an Internal Audit update from Ms. Angela Gonzalez, Senior Vice President of Internal Audit. The committee also received the 2019 Annual Report from the Auditors, KPMG. Finally, the committee adopted a motion to recommend to the full Board, the adoption of the 2019 year-end Financial Report.

i. **2019 Financial Reports Pursuant to Section 2800
of the Public Authorities Law and Regulations of
the Office of the State Comptroller**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the financial report (consolidated) for the year ended December 31, 2019 (Exhibit '4c i-A') and authorize the Corporate Secretary to submit this report to the Governor, legislative leaders, the State Comptroller and the Authorities Budget Office ('ABO') pursuant to Section 2800 of the Public Authorities Law, as amended by the Public Authorities Accountability Act of 2005 ('PAAA'). In accordance with regulations adopted by the Office of the State Comptroller ('OSC'), the Trustees are also requested to approve and authorize posting of a report of actual versus budgeted results for the year 2019 (Exhibit '4c i-B') on the Authority's website.

BACKGROUND

The PAAA reflects the State's commitment to maintaining public confidence in public authorities by ensuring that the essential governance principles of accountability, transparency and integrity are followed at all times. To facilitate these objectives, the PAAA established an independent ABO that monitors and evaluates the compliance of State authorities with the requirements of the PAAA. The PAAA amended Section 2800 of the Public Authorities Law to require that financial reports submitted by a State authority under Section 2800 be certified by the chief executive officer and chief financial officer and approved by the authority's board.

Following rulemaking proceedings undertaken pursuant to the State Administrative Procedure Act, OSC implemented regulations on March 29, 2006 that address the preparation of annual budgets and related reporting requirements by 'covered' public authorities, including the Authority. These regulations establish various procedural and substantive requirements relating to the budgets and require the chief financial officer to report publicly not later than 90 days after the close of each fiscal year on actual versus budgeted results.

DISCUSSION

The Trustees are requested to approve the required financial report (consolidated) for the year ended December 31, 2019 and authorize the Corporate Secretary to submit this report to the Governor, legislative leaders, the State Comptroller and the ABO pursuant to Section 2800 of the Public Authorities Law. This report was reviewed by the Audit Committee at its meeting of March 26, 2020. The Trustees are also requested to approve a report of actual versus budgeted (consolidated) results for the year 2019 and authorize posting it on the Authority's website.

FISCAL INFORMATION

There is no anticipated fiscal impact.

RECOMMENDATION

The Controller recommends that the Trustees approve and authorize submittal of the financial report (consolidated) for the year ended December 31, 2019 and posting of a report of actual versus budgeted financial report (consolidated) results for the year 2019 on the Authority's website (Exhibits '4c i-A' and '4c i-B') as discussed herein.

The Audit Committee reviewed the financial report financial report (consolidated) for the year ended December 31, 2019 at their meeting earlier today and is also recommending its approval.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

WHEREAS, pursuant to Section 2800(1) of the Public Authorities Law, the Authority is required to annually submit to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the Authorities Budget Office, within 90 days after the end of its fiscal year, a complete and detailed report or reports setting forth information regarding, among other things, certain financial information; and

WHEREAS, pursuant to Section 2800(3), financial information submitted under Section 2800 shall be approved by the Authority’s Board of Trustees and shall be certified in writing by the Chief Executive Officer and the Chief Financial Officer of the Authority that based on the officer's knowledge the information provided therein (a) is accurate, correct and does not contain any untrue statement of material fact; (b) does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made and (c) fairly presents in all material respects the financial condition and results of operations of the Authority as of, and for, the periods presented in the financial statements; and

WHEREAS, on the date hereof, the Chief Executive Officer and Chief Financial Officer have so certified as to the financial information contained within the attached reports for the fiscal year ending December 31, 2019;

NOW THEREFORE BE IT RESOLVED, That pursuant to Section 2800 of the Public Authorities Law, the financial reports attached hereto are adopted and the Corporate Secretary be, and hereby is, authorized to submit to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller, and the Authorities Budget Office the attached financial report for the year ending 2019 in accordance with the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That pursuant to 2 NYCRR Part 203, the attached report of actual vs. budgeted results for the year 2019 is approved in accordance with the foregoing report of the President and Chief Executive Officer; and the Corporate Secretary is authorized to post the report on the Authority’s website; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Executive Vice President and Chief Financial Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the

Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

d. Governance Committee Report

Chair Dennis Trainor reported that during the Governance Committee meeting earlier, Mr. Joseph Gryzlo, Vice President and Chief Ethics & Compliance Officer, provided an update on the practices that NYPA has in place to educate and manage the organization's fulfillment of its obligations under the New York State's Ethics Laws.

The Committee further adopted a Consent Agenda that included minutes and a number of NYPA/Canal Annual Reports. Those reports are now before the Board for adoption and include:

- The Disposal of Personal Property Guidelines and Annual Report
- Procurement Contracts Guidelines and Annual Review of Open Procurement Service Contracts
- Real Property Guidelines and Annual Report
- Real Estate Reports
- Certain Staff Policies
- 2019 Annual Board Evaluations

i. NYPA

1. **Annual Review and Approval of Guidelines for and Annual Report of the Disposal of Personal Property**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to review and approve the Guidelines for the Disposal of Authority Personal Property ('Personal Property Guidelines'), which address the disposal of Authority-owned materials, tools, equipment and vehicles, in compliance with Public Authorities Law §2896. The Personal Property Guidelines are attached hereto as Exhibit '4d i-1-A.' The Trustees are also requested to review and approve the 2019 Annual Report of the Disposal of Personal Property over \$5,000, attached hereto as Exhibit '4d i-1-A-1.'

BACKGROUND

On January 13, 2006, the Public Authorities Accountability Act of 2005 ('PAAA') was enacted to codify model governance principles for New York State's public authorities to further accountability and transparency. Among its provisions, the PAAA, and as later amended by the Public Authorities Reform Act of 2009, established requirements for the disposal of public authority personal property. The law also required each authority to draft guidelines consistent with the legislation dealing with these issues, to review and approve such guidelines annually and to prepare an annual report of the disposal of personal property (including the full description, name of the purchaser and price received for all such property disposed of by the authority during such period). Such Guidelines were initially approved by the Trustees at their meeting of March 28, 2006 and have been amended as deemed advisable and necessary, and reviewed and approved annually since that date, most recently on March 6, 2019.

DISCUSSION

The Personal Property Guidelines set forth the methodology detailing the Authority's policy regarding the use, award, monitoring and reporting of the disposal of personal property and designate a Contracting Officer responsible for the Authority's compliance with, and enforcement of, such Guidelines.

Staff has reviewed the Personal Property Guidelines and recommends an update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise. The clean copy, attached hereto as Exhibit '4d i-1-A' and as approved by the Governance Committee for submission to the full Board at its meeting on March 31, 2020, is provided for Trustee review and approval.

The 2019 Report of Personal Property Disposal, attached hereto as Exhibit '4d i-1-A-1,' is comprised of 39 records with a total value of \$548,785.00 (38 of which are Fleet-related with a value of \$482,450.00 and one which is Facilities related with a value of \$66,335.00.)

Upon annual review and approval by the Trustees, the Guidelines and corresponding Annual Report will be timely filed with the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office and posted on the Authority's internet website, in compliance with applicable law and the Guidelines.

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Trustees approve the Guidelines for the Disposal of Authority Personal Property for the disposition of Authority-owned materials, tools, equipment and vehicles, and the corresponding 2019 Annual Report of the Disposal of Personal Property over \$5,000, as set forth in Exhibits '4d i-1-A' and '4d i-1-A-1,' respectively.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the provisions of the Public Authorities Law, the Authority hereby reviews and approves the Guidelines for the Disposal of Authority Personal Property, as set forth in Exhibit “4d i-1-A,” and attached hereto; and be it further

RESOLVED, That pursuant to the provisions of the Public Authorities Law, the Authority hereby reviews and approves the 2019 Annual Report of the Disposal of Personal Property over \$5,000, as set forth in Exhibit “4d i-1-A-1,” and attached hereto; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

2. **Annual Report of Procurement Contracts,
Guidelines for Procurement Contracts and Annual
Review of Open Procurement Service Contracts**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the 2019 Annual Report of Procurement Contracts ('Annual Report') (Exhibit '4d i-2-A-3') and the Guidelines for Procurement Contracts ('Guidelines') (Exhibit '4d i-2-A-2') and to review open service contracts exceeding one year that were active in 2019 as detailed in the Annual Report (Exhibit '4d i-2-A-3'). An Executive Summary is set forth in Exhibit '4d i-2-A-1.'

BACKGROUND

Section 2879 of the Public Authorities Law ('PAL') governs the administration and award of procurement contracts equal to or greater than \$5,000. Section 2879 of the PAL requires public authorities to adopt comprehensive guidelines detailing their operative policy and instructions concerning the use, awarding, monitoring and reporting of procurement contracts. The Authority's Guidelines were adopted by the Trustees at their meeting of October 31, 1989 and were implemented as of January 1, 1990. The Guidelines have been amended as deemed advisable and necessary, and reviewed and approved annually by the Board since that date, most recently on March 6, 2019.

Section 2879 of the PAL also requires authorities to review and approve such guidelines annually and to file a report regarding procurement contracts with the Director of the Division of the Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office. The Annual Report must include a copy of the Authority's current Guidelines, details concerning any changes to the Guidelines during the year and particular information concerning procurement contracts. For each procurement contract included in the report, the following information must be identified:

[A] listing of all procurement contracts entered into [by the Authority], all contracts entered into with New York State business enterprises and the subject matter and value thereof, all contracts entered into with certified minority or women-owned business enterprises and the subject matter and value thereof, all referrals made and all penalties imposed pursuant to section three hundred sixteen of the executive law, all contracts entered into with foreign business enterprises, and the subject matter and value thereof, the selection process used to select such contractors, all procurement contracts which were exempt from the publication requirements of article four-C of the economic development law, the basis for any such exemption and the status of existing procurement contracts.

Lastly, §2879 of the PAL requires an annual review by the Trustees of open service contracts exceeding one year, which are also included in the Annual Report.

DISCUSSION

The 2019 Annual Report is attached for the Trustees' review and approval (Exhibit '4d i-2-A-3'). The Annual Report reflects activity for all procurement contracts equal to or greater than \$5,000, as identified by the Authority's SAP Enterprise Resource Planning ('ERP') system, that were open, closed or awarded in 2019, including contracts that were extended into 2020 or beyond. In addition, fossil fuels transactions reported by the Fuel Planning and Operations group and financial-related services reported by Corporate Finance (of the Wholesale Commercial Operations and Business Services Business Units, respectively), are included in the Annual Report of Procurement Contracts. All additional information required by the statute is also included. The Trustees are requested to approve the attached Annual Report pursuant to §2879 of the PAL prior to submittal thereof to the Director of the Division of the

Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office.

A copy of the Guidelines effective March 31, 2020 (Exhibit '4d i-2-A-2') is attached to the Annual Report. These Guidelines are amended in accordance with certain provisions of State Finance Law §§139-j and 139-k, New York Public Officers Law §73(8), and as further set forth in Exhibit '4d i-2-A-1.'

The Guidelines generally describe the Authority's process for soliciting proposals and awarding contracts. Topics detailed in the Guidelines include solicitation requirements, evaluation criteria, contract award process, contract provisions, change orders, Minority- and Women-owned Business Enterprise ('MWBE') requirements, employment of former officers and reporting requirements.

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Trustees approve the 2019 Annual Report of Procurement Contracts, the Guidelines for Procurement Contracts and the review of open service contracts as attached hereto in Exhibits '4d i-2-A-1' through '4d i-2-A-3.'

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to Section 2879 of the Public Authorities Law and the Authority's Procurement Guidelines, the Annual Report of Procurement Contracts, as listed in Exhibit "4d i-2-A-3," and the Guidelines for the use, awarding, monitoring and reporting of Procurement Contracts (Exhibit "4d i-2-A-2"), as amended and attached hereto, be, and hereby are, approved; and be it further

RESOLVED, That the open service contracts exceeding one year be, and hereby are, reviewed and approved; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

3. **Annual Review and Approval of Guidelines and Procedures for the Disposal of Real Property, Acquisition of Real Property, Annual Reports for the Disposal and Acquisition of Real Property, and Expenditure Authorization Procedures**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to review and approve the following, which comply with the requirements of the Public Authorities Accountability Act of 2005 ('PAAA') as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009:

- (1) 2020 Guidelines and Procedures for the Disposal of New York Power Authority Real Property ('Real Property Disposal Guidelines') for transfers of land or interests in land, set forth in Exhibit '4d i-3-A';
- (2) 2020 Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority ('Real Property Acquisition Guidelines') set forth in Exhibit '4d i-3-B';
- (3) 2019 Annual Report of the Disposal of Real Property set forth in Exhibit '4d i-3-C';
- (4) 2019 Annual Report of the Acquisition of Real Property set forth in Exhibit '4d i-3-C-1'; and
- (5) The Real Estate Expenditure Authorization Procedures ('EAP's') set forth in Exhibit '4d i-3-D.'

BACKGROUND

On January 13, 2006, the PAAA was enacted to codify model governance principles for New York State's public authorities to further accountability and transparency. The PAAA was subsequently amended by the Public Authorities Reform Act (Chapter 506 of the Laws of 2009). Among its provisions, the PAAA established rules for the disposal and acquisition of real property owned by public authorities. In addition to requiring each authority to draft and annually review and approve guidelines consistent with the legislation, each authority must also prepare an annual report of all real property of such authority having an estimated fair market value in excess of fifteen thousand dollars that the authority acquires or disposes of during such period. The report shall contain the price received or paid by the authority and the name of the purchaser or seller for all such property sold or bought by the authority during such period.

The 2020 Real Property Disposal Guidelines and the 2020 Real Property Acquisition Guidelines set forth the methodology detailing the Authority's policy regarding the use, award, monitoring and reporting of contracts for the disposal and acquisition of real property and designate a Contracting Officer responsible for the Authority's compliance with, and enforcement of, such Guidelines. At their meeting of March 26, 2019, the Trustees reviewed and approved the Authority's 2019 Real Property Disposal Guidelines and Real Property Acquisition Guidelines. No changes were made to these Guidelines as set forth in Exhibits '4d i-3-A' and '4d i-3-B' attached hereto.

DISCUSSION

New York Public Authorities Law §2800 requires that the Real Property Disposal Report list the real property disposal transactions conducted during the reporting period having an estimated fair market value in excess of \$15,000.00, including a description of the property, the purchaser's name and the price received by the Authority. Similarly, the Real Property Acquisition Report lists the real property acquisition transactions conducted during the reporting period having an estimated fair market value in excess of \$15,000.00, including a description of the property, the seller's name and the price received by

the Authority. During this reporting period, there were no acquisitions of real property with an estimated fair market value in excess of \$15,000.00 and one (1) disposal of real property with an estimated fair market value in excess of \$15,000.00.

The Trustees are now requested to review and approve the 2020 Real Property Disposal Guidelines, the 2020 Real Property Acquisition Guidelines, the Authority's 2019 Annual Report of the Disposal of Real Property and the Authority's 2019 Annual Report of the Acquisition of Real Property.

Both Guidelines, if approved, will be posted on the Authority's internet website, as will be the 2019 Annual Reports. On or before the 31st day of March, the Real Property Disposal Guidelines, the Real Property Acquisition Guidelines and the corresponding 2019 Annual Reports, as reviewed and approved by the Trustees, will be filed with the State Comptroller, the Director of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.

No changes were made to The Expenditure Authorization Procedures for Claims Settlement and Payment for Real Estate (Exhibit '4d i-3-D').

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Vice President – Enterprise Shared Services recommends that the Trustees approve the 2020 Real Property Disposal Guidelines, the 2020 Real Property Acquisition Guidelines, the 2019 Annual Report of the Disposal of Real Property, the 2019 Annual Report of the Acquisition of Real Property and the Expenditure Authorization Procedures as set forth in the attached Exhibits.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Authority hereby reviews and approves the 2020 Guidelines and Procedures for the Disposal of New York Power Authority Real Property and the 2020 Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority as set forth in Exhibits “4d i-3-A” and “4d i-3-B,” respectively, attached hereto; and be it further

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Authority hereby reviews and approves the 2019 Annual Report for the Disposal of Real Property and the 2019 Annual Report of the Acquisition of Real Property as set forth in Exhibits “4d i-3-C” and “4d i-3-C-1,” respectively, attached hereto; and be it further

RESOLVED, That the Authority hereby reviews and approves the revised Expenditure Authorization Procedures for Claims Settlement and Payment for Real Estate as set forth in Exhibit "4d i-3-D" attached hereto; and be it further

RESOLVED, That Authority staff may take any and all steps necessary or convenient to implement such Guidelines and Expenditure Authorization Procedures; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

4. **Annual Review and Approval of Certain Policies for New York Power Authority and Canal Corporation**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees and Board of Directors are requested to approve certain policies for New York Power Authority ('NYPA') and Canal Corporation as required by Section 2824 of the Public Authorities Law and Section 2 of Article II of the Authority's and Canal Corporation's By-laws.

The Trustees and Board of Directors are also requested to delegate to the President and Chief Executive Officer the authority to modify these policies, as necessary, except in the event that any powers, duties or obligations of the Trustees and Board of Directors would be affected by such modification.

BACKGROUND AND DISCUSSION

Section 2824 of the Public Authorities Law requires the Authority's and Canal Corporation's Boards to, among other things, establish policies regarding the payment of salary, compensation and reimbursements to, and establish rules for the time and attendance of, the chief executive and senior management; and Section 2 of the Authority's and the Canal Corporation's By-laws requires the Trustees and Board of Directors to review and approve annually, the policies and procedures governing: (i) the salary, (ii) compensation, (iii) benefits and (iv) time and attendance of the chief executive and senior management.

The Authority's policies relating to salary, compensation, benefits and time and attendance of its employees, inclusive of the chief executive and all senior management, are attached as Exhibits '4d i-4-A' through '4d i-4-L' and respectively entitled:

- A - Consultant-Independent Contractor Engagement (E.P 1.11); last revised 02/21/2019
- B - Contingent Worker Engagement (E.P 1.12); last revised 02/21/19
- C - Transfer or Re-Employment in Public Service (E.P 1.9); last revised 04/29/19
- D - Salary Administration (E.P 2.1) last revised 02/08/19
- E - Education Assistance Program (E.P 3.6); last revised 08/06/19
- F - Pro-3.6 Education Assistance Procedure; last revised 07/09/19
- G - Termination Dispute Resolution (E.P 4.3); last revised 05/06/19
- H - Attendance and Flexible Hours (E.P 4.6); last revised 10/08/19
- I - Employee Personnel Records (E.P 5.1); last revised 04/02/19
- J - Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy (CP 1-14)
- K - Code of Conduct
- L - Whistleblower CGP-2018-001

RECOMMENDATION

The Executive Vice President, Chief Human Resources & Administrative Officer recommends that the Trustees and Board of Directors approve the Authority's and Canal Corporation's policies related to salary, compensation, benefits and time and attendance, which are applicable to all Authority and Canal Corporation employees, including the chief executive and senior management. It is further recommended that the Trustees and Board of Directors delegate to the President and Chief Executive Officer the authority to modify these policies, as necessary, except in the event that any powers, duties or obligations of the Trustees and Board of Directors would be affected by such modification.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to Section 2824 of the Public Authorities Law and Section 2 of Article II of the Authority's By-laws and Section 2 of Article II of the Canal Corporation By-laws the below-listed policies of the Authority and Canal Corporation relating to salary, compensation, benefits and time and attendance of its employees, including the chief executive and senior management, are hereby approved:

- A - Consultant-Independent Contractor Engagement (E.P 1.11)
last revised 02/21/2019**
- B - Contingent Worker Engagement (E.P 1.12); last revised 02/21/19**
- C - Transfer or Re-Employment in Public Service (E.P 1.9)
last revised 04/29/19**
- D - Salary Administration (E.P 2.1) last revised 02/08/19**
- E - Education Assistance Program (E.P 3.6); last revised 08/06/19**
- F - Pro-3.6 Education Assistance Procedure; last revised 07/09/19**
- G - Termination Dispute Resolution (E.P 4.3); last revised 05/06/19**
- H - Attendance and Flexible Hours (E.P 4.6); last revised 10/08/19**
- I - Employee Personnel Records (E.P 5.1); last revised 04/02/19**
- J - Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy (CP 1-14)**
- K - Code of Conduct**
- L - Whistleblower CGP-2018-001**

AND BE IT FURTHER RESOLVED, That the President and Chief Executive Officer is authorized to modify the foregoing policies, as necessary, except in the event that any powers, duties or obligations of the Trustees and Board of Directors would be affected by such modification; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority and Canal Corporation are, and each of them hereby is, authorized on behalf of the Authority and Canal Corporation to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

5. **2019 Annual NYPA and Canal Board Evaluation Pursuant to Sections 2800 and 2824 of the Public Authorities Law and Guidance of the Authorities Budget Office**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees and the Canal Corporation's Board of Directors are requested to approve the annual Board evaluation summary for 2019 and authorize the Corporate Secretary to submit this report to the Governor, legislative leaders, the State Comptroller and the Authorities Budget Office ('ABO') pursuant to Section 2800 of the Public Authorities Law, as amended by the Public Authorities Accountability Act of 2005 ('PAAA'), within 90 days of the close of the Authority's fiscal year.

BACKGROUND

The 2009 Public Authorities Reform Act requires that the board of every state and local public authority conduct an annual evaluation of its performance. Board member comments are protected from disclosure under Article 6 of the Public Officers Law, but the results of the assessment are to be provided to the ABO. To the extent that the results of this evaluation demonstrate the need for the Board to improve its performance, amend its practices or procedures, or clarify its expectations of Board members, the Board is expected to implement suitable corrective actions immediately.

DISCUSSION

The Governance Committee considered the 2019 Board evaluation at its meeting of March 31, 2020, and voted to recommend that Trustees and Canal Corporation Board approve the summary of the 2019 Board evaluation and authorize the Corporate Secretary to submit this evaluation summary to the Governor, legislative leaders, the State Comptroller and the Authorities Budget Office ('ABO') pursuant to Section 2800 of the Public Authorities Law, as amended by the Public Authorities Accountability Act of 2005 ('PAAA'), within 90 days of the close of the Authority's fiscal year.

FISCAL INFORMATION

There is no anticipated fiscal impact.

RECOMMENDATION

The Governance Committee recommends that the Trustees and Canal Board approve the attached 2019 Board evaluation summary (Exhibit '4d i-5-A') and authorize its submittal to the Governor, legislative leaders, State Comptroller and Authorities Budget Office, as discussed herein.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

WHEREAS, pursuant to Sections 2800(1)(a)(15) and 2800(2)(a)(15) and Section 2824(7) of the Public Authorities Law and Guidance of the Authorities Budget Office, the Authority and Canal Board is required to annually submit a summary of the Board Evaluation to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means

Committee, the State Comptroller and the Authorities Budget Office, within 90 days after the end of its fiscal year;

NOW THEREFORE BE IT RESOLVED, That pursuant to Sections 2800(1)(a)(15) and 2800(2)(a)(15) and Section 2824(7) of the Public Authorities Law and Guidance of the Authorities Budget Office, the 2019 Annual Board Evaluation Summary is hereby adopted and the Corporate Secretary is hereby authorized to submit to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller, and the Authorities Budget the adopted 2019 summary; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and Chief Financial Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

ii. **CANAL**

1. **Annual Review and Approval of Guidelines and Procedures for the Disposal of Real Property, Guidelines and Procedures for the Acquisition of Real Property, and Annual Reports for the Disposal and Acquisition of Real Property**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Directors are requested to review and approve the following, which comply with the requirements of the Public Authorities Accountability Act of 2005 ('PAAA') as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009:

- (1) 2020 Guidelines and Procedures for the Disposal of Canal Corporation Real Property ('Real Property Disposal Guidelines') for transfers of land or interests in land, set forth in Exhibit '4d ii-1-A'
- (2) 2020 Guidelines and Procedures for the Acquisition of Real Property by the Canal Corporation ('Real Property Acquisition Guidelines') set forth in Exhibit '4d ii-1-B'
- (3) 2019 Annual Report of the Disposal of Real Property set forth in Exhibit '4d ii-1-C' and
- (4) 2019 Annual Report of the Acquisition of Real Property set forth in Exhibit '4d ii-1-C-1'

BACKGROUND

On January 13, 2006, the PAAA was enacted to codify model governance principles for New York State's public authorities to further accountability and transparency. The PAAA was subsequently amended by the Public Authorities Reform Act (Chapter 506 of the Laws of 2009). Among its provisions, the PAAA established rules for the disposal and acquisition of real property owned by public authorities. In addition to requiring each authority to draft and annually review and approve guidelines consistent with the legislation, each authority must also prepare an annual report of all real property of such authority having an estimated fair market value in excess of fifteen thousand dollars that the authority acquires or disposes of during such period. The report shall contain the price received or paid by the authority and the name of the purchaser or seller for all such property sold or bought by the authority during such period.

The 2019 Real Property Disposal Guidelines and the 2019 Real Property Acquisition Guidelines set forth the methodology detailing the Corporation's policy regarding the use, award, monitoring and reporting of contracts for the disposal and acquisition of real property and designate a Contracting Officer responsible for the Corporation's compliance with, and enforcement of, such Guidelines. At their meeting of March 28, 2019, the Directors reviewed and approved the Corporation's 2019 Real Property Disposal Guidelines and Real Property Acquisition Guidelines. In 2020, no substantive changes were made to these Guidelines.

DISCUSSION

New York Public Authorities Law §2800 requires that the Real Property Disposal Report list the real property disposal transactions conducted during the reporting period having an estimated fair market value in excess of \$15,000.00, including a description of the property, the purchaser's name and the price received by the Corporation. Similarly, the Real Property Acquisition Report lists the real property acquisition transactions conducted during the reporting period having an estimated fair market value in excess of \$15,000.00, including a description of the property, the seller's name and the price received by the Corporation. During this reporting period, there were two (2) disposals with an estimated market

value in excess of \$15,000 and no (0) acquisitions of property with an estimated market value in excess of \$15,000.

The Directors are now requested to review and approve the 2020 Real Property Disposal Guidelines (Exhibit '4d ii-1-A'), the 2020 Real Property Acquisition Guidelines (Exhibit '4d ii-1-B'), the Corporation's 2019 Annual Report of the Disposal of Real Property (Exhibit '4d ii-1-C') and the Corporation's 2019 Annual Report of the Acquisition of Real Property (Exhibit '4d ii-1-C-1').

Both Guidelines, if approved, will be posted on the Corporation's internet website, as well as the 2019 Annual Reports. On or before the 31st day of March, the Real Property Disposal Guidelines, the Real Property Acquisition Guidelines and the corresponding 2019 Annual Reports, as reviewed and approved by the Directors, will be filed with the State Comptroller, the Director of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.

FISCAL INFORMATION

There will be no financial impact on the Corporation.

RECOMMENDATION

The Vice President – Enterprise Shared Services and the Director of Canals recommend that the Board of Directors approve the 2020 Real Property Disposal Guidelines, the 2020 Real Property Acquisition Guidelines, the 2019 Annual Report of the Disposal of Real Property and the 2019 Annual Report of the Acquisition of Real Property as set forth in the attached Exhibits.

For the reasons stated hereinabove, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Corporation hereby reviews and approves the 2020 Guidelines and Procedures for the Disposal of Canal Corporation Real Property and the 2020 Guidelines and Procedures for the Acquisition of Real Property by the Canal Corporation as set forth in Exhibits "4d ii-1-A" and "4d ii-1-B," respectively, attached hereto; and be it further

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Corporation hereby reviews and approves the 2019 Annual Report for the Disposal of Real Property and the 2019 Annual Report of the Acquisition of Real Property as set forth in Exhibits "4d ii-1-C" and "4d ii-1-C-1," respectively, attached hereto; and be it further

RESOLVED, That Corporation staff may take any and all steps necessary or convenient to implement such Guidelines; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operations Officer and all other officers of the Corporation are, and each of them hereby is, authorized on behalf of the Corporation to do any and all

things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

2. Annual Review and Approval of Guidelines for and Annual Report of the Disposal of Personal Property

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Board of Directors are requested to review and approve the Guidelines for the Disposal of Canal Corporation Personal Property ('Personal Property Guidelines'), which address the disposal of Canal Corporation-owned materials, tools, equipment and vehicles, in compliance with Public Authorities Law §2896. The Personal Property Guidelines are attached hereto as Exhibit '4d ii-2-A.' The Board of Directors are also requested to review and approve the 2019 Annual Report of the Disposal of Personal Property over \$5,000, attached hereto as Exhibit '4d ii-2-A-1.'

BACKGROUND

On January 13, 2006, the Public Authorities Accountability Act of 2005 ('PAAA') was enacted to codify model governance principles for New York State's public authorities to further accountability and transparency. Among its provisions, the PAAA, and as later amended by the Public Authorities Reform Act of 2009, established requirements for the disposal of public authority personal property. The law also required each authority to draft guidelines consistent with the legislation dealing with these issues, to review and approve such guidelines annually and to prepare an annual report of the disposal of personal property (including the full description, name of the purchaser and price received for all such property disposed of by the authority during such period). Such Guidelines were initially approved for the Canal Corporation by the Board of Directors at their meeting of September 26, 2017.

DISCUSSION

The Personal Property Guidelines set forth the methodology detailing the Canal Corporation's policy regarding the use, award, monitoring and reporting of the disposal of personal property and designate a Contracting Officer responsible for the Canal Corporation's compliance with, and enforcement of, such Guidelines.

Staff has reviewed the Personal Property Guidelines and recommends an update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise. The clean copy, attached hereto as Exhibit '4d ii-2-A,' and as approved for submission to the full Board by the Governance Committee at its meeting on March 31, 2020, is provided for Board of Directors' review and approval.

The 2019 Report of Personal Property Disposal, attached hereto as Exhibit '4d ii-2-A-1,' is comprised of 10 records with a total value of \$126,200.00 (1 of which is Fleet related with a value of \$6,400.00 and 9 of which are Facilities related with a value of \$119,800.00)

Upon annual review and approval by the Board of Directors, the Guidelines and corresponding Annual Report will be timely filed with the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office and posted on the Authority's internet website, in compliance with applicable law.

FISCAL INFORMATION

There will be no financial impact on the Canal Corporation.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Board of Directors approve the Guidelines for the Disposal of Canal Corporation's Personal Property for the disposition of Canal Corporation-owned materials, tools, equipment and vehicles, as set forth in Exhibit '4d ii-2-A' and the corresponding 2019 Annual Report of the Disposal of Personal Property over \$5,000, as set forth in Exhibit '4d ii-2-A-1.'

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the provisions of the Public Authorities Law, the Canal Corporation hereby reviews and approves the Guidelines for the Disposal of the Canal Corporation's Personal Property, as set forth in Exhibit "4d ii-2-A," and attached hereto; and be it further

RESOLVED, That pursuant to the provisions of the Public Authorities Law, the Canal Corporation hereby reviews and approves the 2019 Annual Report of the Disposal of Personal Property over \$5,000, as set forth in Exhibit "4d ii-2-A-1," and attached hereto; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Canal Corporation are, and each of them hereby is, authorized on behalf of the Canal Corporation to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

**3. Annual Report of Procurement Contracts,
Guidelines for Procurement Contracts and Annual
Review of Open Procurement Service Contracts**

The President and Chief Executive Officer submitted the following report

"SUMMARY"

The Board of Directors are requested to approve the 2019 Annual Report of Procurement Contracts ('Annual Report') (Exhibit '4d ii-3-A-3') and the Canal Corporation Guidelines for Procurement Contracts ('Guidelines') (Exhibit '4d ii-3-A-2') and to review open service contracts exceeding one year that were active in 2019 as detailed in the Annual Report (Exhibit '4d ii-3-A-3'). An Executive Summary is set forth in Exhibit '4d ii-3-A-1.'

BACKGROUND

Section 2879 of the Public Authorities Law ('PAL') governs the administration and award of procurement contracts equal to or greater than \$5,000. Section 2879 of the PAL requires public authorities to adopt comprehensive guidelines detailing their operative policy and instructions concerning the use, awarding, monitoring and reporting of procurement contracts. The Canal Corporation Guidelines are being proposed here for adoption for the first time. Until this time, Canal Corporation has been following the Authority's Guidelines.

Section 2879 of the PAL also requires authorities to review and approve such guidelines annually and to file a report regarding procurement contracts with the Director of the Division of the Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office. The Annual Report must include a copy of the Canal Corporation's current Guidelines, details concerning any changes to the Guidelines during the year and particular information concerning procurement contracts. For each procurement contract included in the report, the following information must be identified:

[A] listing of all procurement contracts entered into [by the Authority], all contracts entered into with New York State business enterprises and the subject matter and value thereof, all contracts entered into with certified minority or women-owned business enterprises and the subject matter and value thereof, all referrals made and all penalties imposed pursuant to section three hundred sixteen of the executive law, all contracts entered into with foreign business enterprises, and the subject matter and value thereof, the selection process used to select such contractors, all procurement contracts which were exempt from the publication requirements of article four-C of the economic development law, the basis for any such exemption and the status of existing procurement contracts.

Lastly, § 2879 of the PAL requires an annual review by the Board of Directors of open service contracts exceeding one year, which are also included in the Annual Report.

DISCUSSION

The 2019 Annual Report is attached for the Board of Directors' review and approval (Exhibit '4d ii-3-A-3'). The Annual Report reflects activity for all procurement contracts equal to or greater than \$5,000, as identified by the Authority's SAP Enterprise Resource Planning ('ERP') system, that were open, closed or awarded in 2019, including contracts that were extended into 2020 or beyond. All additional information required by the statute is also included. The Board of Directors are requested to approve the attached Annual Report pursuant to §2879 of the PAL prior to submittal thereof to the Director of the Division of the Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office.

A copy of the Canal Corporation's Guidelines effective March 31, 2020 (Exhibit '4d ii-3-A-2') is attached to the Annual Report. These Guidelines are amended in accordance with certain provisions of State Finance Law §§139-j and 139-k, New York Public Officers Law §73(8), and as further set forth in Exhibit '4d ii-3-A-1.'

The Canal Corporation Guidelines generally describe the process for soliciting proposals and awarding contracts. Topics detailed in the Guidelines include solicitation requirements, evaluation criteria, contract award process, contract provisions, change orders, Minority/ Women-Owned Business Enterprise ('MWBE') requirements, employment of former officers and reporting requirements.

FISCAL INFORMATION

There will be no financial impact on the Canal Corporation.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Board of Directors approve the 2019 Annual Report of Procurement Contracts, the Canal Corporation Guidelines for Procurement Contracts and the review of open service contracts as attached hereto in Exhibits '4d ii-3-A-1' through '4d ii-3-A-3.'

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to Section 2879 of the Public Authorities Law, the Annual Report of Procurement Contracts, as listed in Exhibit "4d ii-3-A-3," and the Guidelines for the use, awarding, monitoring and reporting of Procurement Contracts (Exhibit "4d ii-3-A-2"), as amended and attached hereto, be, and hereby are, approved; and be it further

RESOLVED, That the open service contracts exceeding one year be, and hereby are, reviewed and approved; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

5. CONSENT AGENDA:

a. Power Allocations

i. Contract for the Sale of Preservation Power – Transmittal to the Governor

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to:

- (1) Approve the proposed final contract ('Contract') for the sale of 16,000 kilowatts ('kW') of Preservation Power ('PP') to Confluent Energies, Inc. ('CEI') in accordance with Public Authorities Law ('PAL') §1009.
- (2) Authorize transmittal of the Contract to the Governor for his review and requested authorization for the Authority to execute the Contract pursuant to PAL §1009.

Copies of the Contract and the applicable Authority service tariff, Service Tariff No. 20 ('ST 20') are attached as Exhibit '5a i-A.'

BACKGROUND

Under PAL §1005(13), the Authority may allocate and sell directly or by sale for resale, 490 megawatts ('MW') of PP to businesses located in Jefferson, Franklin and St. Lawrence Counties.

As required by PAL §1009, when the Authority has reached agreement with its co-party on a power sale contract, it is required to transmit the proposed contract to the Governor and other elected officials and hold a public hearing on the proposed contract. At least 30-days' notice of the hearing must be given by publication once in each week during such period in each of six selected newspapers. Following the public hearing, the contract may be modified, if advisable.

Upon approval of the final proposed contract by the Authority, the Authority 'reports' the proposed contract, along with its recommendations and the public hearing record, to the Governor and other elected officials. Upon authorization of the Governor, the Authority may execute the contract.

DISCUSSION

At their meeting on September 25, 2019, the Trustees awarded a 16,000 kW PP allocation to CEI to support a large, 4-phased project to construct greenhouse facilities and operate a controlled environment agriculture business at a site located in Massena, New York ('Massena Facility'). At this meeting, the Trustees also authorized a public hearing on the proposed Contract for the sale of this allocation pursuant to PAL §1009.

The following is a summary of some of the pertinent provisions of the Contract and ST 20:

- The term of the PP allocation is for 10 years subject to termination/cancellation as provided for in the Contract.
- The PP allocation would be sold to CEI under a direct sale arrangement.
- The PP allocation would be sold at rates provided for in the Contract and ST 20.

- CEI would be subject to monthly charges which are intended to support compliance programs that the Authority is implementing for the purpose of complying with state clean energy and environmental policies.
- CEI would agree to supplemental commitments which include a capital investment commitment of at least \$110,000,000 for the Massena Facility, a commitment to employ at least 240 full-time, permanent employees at the Massena Facility receiving the PP allocation for the term of the allocation, and an obligation to perform an energy audit at the Massena Facility at least twice during the term of the PP allocation.

The Authority has discussed the Contract with CEI. CEI has given its consent to the Contract and acknowledged application of ST 20 to the allocation.

A public hearing on the Contract was held on November 15, 2019 at the Authority's Frank S. McCullough, Jr. Hawkins Point Visitors Center St. Lawrence/FDR Power Project Massena, New York. A copy of the official transcript of the public hearing is attached as Exhibit '5a i-B.' No substantive changes were made to the Contract as a result of the public hearing process.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees: (1) approve the final Contract for the sale of 16,000 kW of Preservation Power to Confluent Energies, Inc.; and (2) authorize the transmittal of the Contract to the Governor for his review and to seek his authorization for the Authority to execute the Contract pursuant to PAL §1009.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the contract (“Contract”) for the sale of 16,000 kilowatts (“kW”) of Preservation Power (“PP”) to Confluent Energies, Inc. (“CEI”) is in the public interest, and in accordance with Public Authorities Law §1009, should be submitted to the Governor for his review and to seek his authorization for the Authority to execute the Contract, and that a copy of such Contract, along with the record of the public hearing thereon, be forwarded to the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee; and be it further

RESOLVED, That the Chairman and the Corporate Secretary be authorized and directed to execute the Contract in the name of and on behalf of the Authority upon the Governor’s approval of the Contract; and be it further

RESOLVED, That the Executive Vice President and Chief Commercial Officer, or his or her designee, be, and hereby is, authorized, subject to the approval of the form thereof by the Executive Vice President and General Counsel, to negotiate and execute any and all documents necessary or desirable to implement the Contract with CEI as set forth in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

ii. **Contract for the Sale of Replacement Power –
Transmittal to the Governor**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to:

- 1) Approve the proposed final contract ('Contract') for the sale of 2,000 kilowatts ('kW') of Replacement Power ('RP') to Thinking Robot Studios Inc. ('TRS' or 'Company') in accordance with Public Authorities Law ('PAL') §1009.
- 2) Authorize transmittal of the Contract to the Governor for his review and requested authorization for the Authority to execute the Contract pursuant to PAL §1009.

Copies of the Contract and the applicable Authority service tariff, Service Tariff No. WNY-2 ('ST WNY-2') are attached as Exhibit '5a ii-A.'

BACKGROUND

Under PAL §1005(13), the Authority may allocate and sell directly or by sale for resale, 250 megawatts ('MW') of Expansion Power ('EP') and 445 MW of RP (collectively, 'WNY Hydropower') to businesses located within 30 miles of the Niagara Power Project, provided that the amount of EP allocated to businesses in Chautauqua County on January 1, 1987 shall continue to be allocated in such county.

As required by PAL §1009, when the Authority has reached agreement with its co-party on a power sale contract, it is required to transmit the proposed contract to the Governor and other elected officials and hold a public hearing on the proposed contract. At least 30-days' notice of the hearing must be given by publication once in each week during such period in each of six selected newspapers. Following the public hearing, the contract may be modified, if advisable.

Upon approval of the final proposed contract by the Authority, the Authority 'reports' the proposed contract, along with its recommendations and the public hearing record, to the Governor and other elected officials. Upon authorization of the Governor, the Authority may execute the contract.

DISCUSSION

At their meeting on September 25, 2019, the Trustees awarded a 2,000 kW RP allocation to TRS to support a three-phased project to build a 63,500 square foot medical device manufacturing facility in Buffalo, New York (the 'Buffalo Facility'). At this meeting, the Trustees also authorized a public hearing on the proposed Contract for the sale of this allocation pursuant to PAL §1009.

The following is a summary of some of the pertinent provisions of the Contract and ST WNY-2:

- The term of the RP allocation is ten (10) years from commencement of electric service subject to termination/cancellation as provided for in the Contract.
- Transmission and delivery service would be provided by the Company's local utility in accordance with the utility's Public Service Commission-approved delivery service tariff.
- The Contract would provide for the direct billing of all production charges (*i.e.* demand and energy) as well as all New York Independent System Operator, Inc. charges, plus taxes or any other required assessments, as set forth in ST WNY-2, previously approved by the Trustees.

- The Contract provides for the sale of additional allocations of WNY Hydropower to the Company in appropriate circumstances by incorporating new allocations into Schedule A of the Contract. The Trustees approved this convention in the 2010 long-term extension contract for hydropower, which simplifies contract administration.
- The Company must perform energy audits at the facility receiving the allocation. The customer would have the option to satisfy the audit requirement through either a traditional physical audit, or a virtual audit using the Authority's New York Energy Manager which is expected to provide considerable savings for customers who select it.
- The Contract provides for collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it incurs relating to its purchase of Zero Emission Credits and Renewable Energy Credits attributable to the load of the Company.
- The Company would agree to supplemental commitments which include a capital investment commitment of at least \$83,801,000 for the Buffalo Facility, and a commitment to employ at least 88 full-time, permanent employees at the Buffalo Facility receiving the allocation for the term of the allocation. The Authority would have the right to reduce or terminate the allocation if supplemental commitments are not met.

The Authority has discussed the Contract with TRS. The Company has given its consent to the Contract and has acknowledged application of ST WNY-2 to the allocation.

A public hearing on the Contract was held on November 14, 2019 at the Authority's Buffalo Office, 535 Washington Street, Suite 202, Buffalo, NY 14203. No oral statements were given at the public hearing. A copy of the official transcript of the public hearing is attached as Exhibit '5a ii-B.'

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees approve the Contract for the sale of 2,000 kW of Replacement Power to Thinking Robot Studios Inc. and authorize the transmittal of the Contract to the Governor for his review and to seek his authorization for the Authority to execute the Contract pursuant to PAL §1009.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the contract ("Contract") for the sale of 2,000 kilowatts of Replacement Power to Thinking Robot Studios Inc. ("TRS") is in the public interest, and in accordance with Public Authorities Law §1009 should be submitted to the Governor for his review and to seek his authorization for the Authority to execute the Contract, along with a copy of the record of the public hearing thereon, and copies of the Contract along with the record of the public hearing thereon, be forwarded to the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee; and be it further

RESOLVED, That the Chairman and the Corporate Secretary be authorized and directed to execute such Contract in the name of and on behalf of the Authority upon the Governor's approval of the Contract; and be it further

RESOLVED, That the Executive Vice President and Chief Commercial Officer, or his or her designee, be, and hereby is, authorized, subject to the approval of the form thereof by the Executive Vice President and General Counsel, to negotiate and execute any and all documents necessary or desirable to implement the Contract with TRS as set forth in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

iii. **Contract for the Sale of Unbranded Power and Energy to the Niagara Frontier Transportation Authority – Transmittal to the Governor**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve in accordance with Public Authorities Law ('PAL') §1009:

- 1) The proposed final contract ('Contract') for the sale of 3,300 kilowatts ('kW') of unbranded St. Lawrence-FDR Power Project power and energy ('STL Hydropower') to Niagara Frontier Transportation Authority ('NFTA'). Copies of the Contract and the applicable Authority service tariff, Service Tariff No. 37A ('ST 37A'), are attached as Exhibit '5a iii-A.'
- 2) Transmittal of the Contract to the Governor for his review and requested authorization for the Authority to execute the Contract pursuant to PAL §1009.

BACKGROUND

PAL §1005, relating to the power and duties of the Authority, states: 'The authority is authorized, to the extent it deems it necessary or desirable, to provide power and energy, as it may determine it to be available, for the use by the Niagara Frontier Transportation Authority or its subsidiary corporation.'

As required by PAL §1009, when the Authority has reached agreement with its co-party on a power sale contract, it is required to transmit the proposed contract to the Governor and other elected officials and hold a public hearing on the proposed contract. At least 30-days' notice of the hearing must be given by publication once in each week during such period in each of six selected newspapers. Following the public hearing, the contract may be modified, if advisable.

Upon approval of the final proposed contract by the Authority, the Authority 'reports' the proposed contract, along with its recommendations and the public hearing record, to the Governor and other elected officials. Upon authorization of the Governor, the Authority may execute the contract.

DISCUSSION

At their meeting on December 11, 2019, the Trustees approved an extension of a 1,000- kW allocation and a 2,300-kW allocation of STL Hydropower previously awarded to the NFTA through December 31, 2024. At this meeting, the Trustees also approved ST 37A, and authorized a public hearing on the proposed Contract for the sale of these allocations pursuant to PAL §1009.

The 1,000-kW allocation is for use at two NFTA facilities/operations in Buffalo, NY. The NFTA's light rail system in the Buffalo-Niagara region, known as 'Metro Rail,' provides one of the most environmentally friendly, safe and affordable modes of public transportation in the region. These transportation services continue to play a key role in supporting economic development and growth of the region. The NFTA's light-rail corridor is home to Western New York's largest concentration of employment, population and university enrollment.

The 2,300-kW allocation is for use at the NFTA's Niagara Falls International Airport to support continued operation of the Niagara Falls Air Base ('NFAB') located at the Airport. The NFAB plays a critical role in the defense of the nation while also serving as one of the largest employers in Niagara County. The base is home to the 914th Airlift Wing of the United States Air Force and the 107th Air Refueling Wing of the New York Air National Guard. The allocation supports vital military missions and further protect jobs at the base by providing a source of low-cost electricity.

The following is a summary of some of the matters addressed in the Contract and ST 37A:

- The term of the STL Project power allocation is five years beginning January 1, 2020.
- Transmission and delivery service would be provided by the NFTA's local utility in accordance with the utility's Public Service Commission-approved delivery service tariff.
- The Contract would provide for the direct billing of all production charges (*i.e.* demand and energy) as well as all New York Independent System Operator, Inc. charges, plus taxes or any other required assessments.
- The Contract includes the provision of substitute energy in the event of hydropower curtailments caused by adverse water conditions that impact power project operations.
- The Contract provides for collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it incurs relating to its purchase of Zero Emission Credits and Renewable Energy Credits attributable to the NFTA's loads.

Due to the NFTA's status as a government entity and the unique purposes served by the allocations, the Contract does not provide for any supplemental commitments related to job creation or retention or capital investment that would be found in contracts with a private entity.

The Authority has discussed the Contract with the NFTA and has received its consent to the Contract. The NFTA has also acknowledged application of ST 37A to the allocation.

A public hearing on the Contract was held on March 4, 2020 at the Frank S. McCullough, Jr. Hawkins Point Visitors Center, St. Lawrence/FDR Power Project, 830 Barnhart Island, Massena, NY 13662. No oral statements were given at the public hearing. The official transcript of the public hearing is attached as Exhibit '5a iii-B.' No substantive changes were made to the Contract as a result of the public hearing process.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees approve the Contract for the sale of 3,300 kW of unbranded St. Lawrence-FDR Power Project Hydropower to Niagara Frontier Transportation Authority, as described above, and authorize the transmittal of the Contract to the Governor for his review and to seek his authorization for the Authority to execute the Contract pursuant to PAL §1009.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the contract (“Contract”) for the sale of 3,300 kilowatts (“kW”) of unbranded St. Lawrence-FDR Power Project power and energy to the Niagara Frontier Transportation Authority (“NFTA”), as further described in the foregoing report of the president and Chief Executive Officer is in the public interest, and in accordance with Public Authorities Law §1009 should be submitted to the Governor for his review and to seek his authorization for the Authority to execute the Contract, along with a copy of the record of the public hearing thereon, and copies of the Contract along with the record of the public hearing thereon, be

forwarded to the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee; and be it further

RESOLVED, That the Chairman and the Corporate Secretary be authorized and directed to execute such Contract in the name of and on behalf of the Authority if the Contract is approved by the Governor; and be it further

RESOLVED, That the Executive Vice President and Chief Commercial Officer, or his or her designee, be, and hereby is, authorized, subject to the approval of the form thereof by the Executive Vice President and General Counsel, to negotiate and execute any and all documents necessary or desirable to implement the Contract with NFTA as set forth in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

iv. **High Load Factor Power Allocation and Contract**

The President and Chief Executive Officer submitted the following report:

"SUMMARY"

The Trustees are requested to approve: (1) an allocation of 90,000 kilowatts ('kW') of High Load Factor ('HLF') Power to Somerset Big Water Data LLC ('SBWD') to support the construction and operation of SBWD's Empire State Data Hub ('Data Hub' or 'Project') to be constructed at the site where the applicant currently operates a coal-fired power plant in the Town of Barker, Niagara County; and (2) the contract (hereinafter, 'Contract') that would, along with Authority Service Tariff No. HLF-1 ('ST HLF-1'), apply to the sale of HLF Power to SBWD. The project is described in further detail below. The term of the allocation would be ten (10) years. The HLF Power allocation, along with SBWD's current 10,000 kW Replacement Power ('RP') allocation, would support capital investment of at least \$85 million in the proposed Data Hub and the creation of at least 165 new, permanent, full-time jobs that will be located at the Data Hub in Barker for the term of the allocation. Copies of the Contract and ST HLF-1 are attached as Exhibit '5a iv-A.'

BACKGROUND

The Authority is authorized to allocate and sell HLF Power by the Power Authority Act, including Public Authorities Law ('PAL') §1001 and §1005. The statute defines a high load factor manufacturer as 'one which normally utilizes a minimum electric demand of five thousand kilowatts and which will normally utilize energy at the rate of approximately five hundred forty kilowatt hours per month for each kilowatt of demand and of which the cost of electricity normally represents at least seven and one-half percent of its total product value.' Since the closure of the Authority's James A. Fitzpatrick nuclear power plant in or around approximately 2005, the Authority has sourced HLF from market sources.

In 2019, Somerset Operating Company, LLC ('SOC') applied to the Authority for 100,000 kW of power to support construction and operation of the Data Hub. Staff recommended that the Authority meet this need through a combination of hydropower and other power.

On July 30, 2019, the Trustees approved a 10,000 kW RP allocation for SOC. The Trustees, at their January 29, 2020 meeting, approved the transfer of this allocation to SBWD. Based on the parties' discussions, it was determined that the remainder of the Project's power needs could be met with HLF Power.

DISCUSSION

The Authority's power allocations would support SBWD's plans to close the coal-fired power plant at the site and repurpose the site to host the Empire State Data Hub, intended to be a state-of-the-art data center focused on artificial intelligence, machine learning and other computationally intensive processes to serve companies in the information and technology sectors.

SBWD has committed to make a minimum capital investment of \$85 million on the Project. As a first phase of the Project, SBWD will construct three server buildings, each approximately 23,000 square-feet in size. The server buildings would house bus ducting, breakers, panels, racks and distribution lines for computing equipment. The estimated cost for this phase of the project, including internal equipment and a cooling system, is \$35 million. SBWD is also planning to spend an additional \$50 million on computing equipment that will be installed in the server buildings. SBWD is planning to start operations in the summer of 2020. SBWD has also committed to creating at least 165 new, permanent, full-time jobs that will be located at the Data Hub site in Barker.

CONTRACT INFORMATION

ST HLF-1 would apply to the sale of the HLF Power. The following is a summary of some of the matters addressed in the Contract and ST HLF-1:

- Monthly rates to be charged to the Customer for Firm Market Energy and Capacity will be based on the actual costs incurred by the Authority in each Billing Period.
- Recovery of all New York Independent System Operator ('NYISO') related costs the Authority incurs in connection with provision of Electric Service and the Authority's role as load serving entity for the Customer.
- The Customer will pay the Authority for unforced capacity the Authority supplies to meet the Customer's NYISO requirements associated the allocation.
- The Contract provides for supplemental commitments by the Customer relating to job creation/retention, capital investment and power utilization. The Contract also includes compliance provisions that allow the Authority to reduce the HLF allocation for the customer's failure to meet supplemental commitments.
- The Contract contains provisions for recovery of the Authority's costs for actions taken to comply with the State Energy Plan and Clean Energy Standard, such as the purchase of Zero Emission Credits and Renewable Energy Credits in amounts that correspond to the load served under the contract.
- The Authority will periodically communicate with the customer about energy-related projects, programs and services offered by the Authority.
- The term of the allocation is for up to ten years.

FISCAL INFORMATION

HLF power and energy would be sourced from the market and possibly other sources in the Authority's discretion, and the Contract and ST HLF-1 would provide for full cost recovery.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees: (1) approve an allocation of 90,000 kW of High Load Factor ('HLF') Power to Somerset Big Water Data LLC ('SBWD') for a term of ten (10) years; and (2) approve the Contract attached as Exhibit '5a iv-A' for the sale of HLF Power to SBWD.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That an allocation of 90,000 kilowatts ("kW") of High Load Factor ("HLF") Power be awarded to Somerset Big Water Data LLC, for a term of 10 years as detailed in the foregoing report of the President and Chief Executive Officer ("Report"), be and hereby is approved, subject to Service Tariff No. HLF-1 previously approved by the Trustees; and be it further

RESOLVED, That the contract for the sale of HLF Power to Somerset Big Water Data LLC, along with Service Tariff No. HLF-1, attached as Exhibit "5a iv-A" to the foregoing report, is hereby approved; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

v. **Transfer of Recharge New York Power Allocation**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve the transfer of the following New York Power Authority ('Authority') power allocation:

1. A pending 1,000-kilowatt ('kW') Recharge New York ('RNY') Power allocation awarded to Ramland Holdings, LLC ('RHL') for use at 1 Ramland Road, Orangeburg, New York, to 1 Ramland Road Owner, LLC ('Ramland') in order to address organizational changes.

The Trustees have previously approved transfers of Authority power allocations in similar circumstances.

Transfers of RNY Power are also subject to approval of the Economic Development Power Allocation Board ('EDPAB'). At its March 23, 2020 meeting, EDPAB approved the transfer of the RNY Power allocation described above.

DISCUSSION

The following discussion describes the facts relating to the recommended transfer:

1) Ramland Holdings, LLC

RHL bought land and a vacant industrial building located at 1 Ramland Road, Orangeburg, New York and redeveloped it into a data center. The company has a pending 1,000 kW RNY Power allocation. The capital investment for the project to which RHL is committed in connection with the RNY Power allocation has been satisfied.

RHL sold all of its land and assets to Ramland. Both RHL and Ramland request that the pending 1,000 kW RNY Power allocation be transferred to Ramland for use at the 1 Ramland Road data center. Ramland has agreed to honor all remaining commitments related to the RNY Power allocation including employment, power utilization, and energy efficiency commitments related to the 1,000 kW RNY Power allocation.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees approve the transfer discussed above, subject to: (1) assumption of existing supplemental commitments by the proposed transferee as described above; and (2) the transfer is addressed in contract documents containing such terms and conditions determined by the Authority to be appropriate to effectuate the transfer.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

**RESOLVED, That the transfer of the 1,000 kilowatt ("kW")
Recharge New York Power allocation awarded to Ramland
Holdings, LLC, for use at its facility at 1 Ramland Road,
Orangeburg, New York, to 1 Ramland Road Owner, LLC for use at
the same facility, as described in the foregoing report of the**

President and Chief Executive Officer ("Report") be, and hereby is, approved subject to (i) such terms and conditions as are set forth in the foregoing report, and (ii) such terms and conditions as are required by the Authority in contract documents prepared by the Authority in order to effectuate the transfer; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

vi. **Preservation Power Allocation**

The President and Chief Executive Officer submitted the following report:

"SUMMARY"

The Trustees are requested to approve an allocation of 670 kilowatts ('kW') of Preservation Power ('PP') to EZ STAK LLC ('EZ STAK') which is proposing to purchase and renovate a building in Watertown, New York for a new manufacturing facility. The company is a manufacturer of interior vehicle storage systems and the new facility would accommodate larger-scale manufacturing, assembly, and installation services. The expansion project ('Project') is described in further detail below and in Exhibit '5a vi-A.' The term of the allocation would be ten years. The allocation would support a capital investment of at least \$6.2 million and the creation of at least 15 new, permanent full-time jobs.

The Trustees are requested to authorize a public hearing, in accordance with Public Authorities Law ('PAL') §1009, on the proposed direct sale contract for EZ STAK, the current form of which is attached as Exhibit '5a vi-B.'

BACKGROUND

Under PAL §1005(13)(a), the New York Power Authority ('NYPA' or 'Authority') may contract to allocate 490 megawatts ('MW') of PP to businesses in Franklin, Jefferson and St. Lawrence counties, and applies the same allocation criteria that pertain to the allocations of Replacement Power and Expansion Power.

Among the factors to be considered when evaluating a request for an allocation of hydropower are the number of jobs created as a result of the allocation; the business' long-term commitment to the region as evidenced by the current and/or planned capital investment in the business' facilities in the region; the ratio of the number of jobs to be created to the amount of power requested; the types of jobs created, as measured by wage and benefit levels, security and stability of employment and the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed.

NYPA confers with local economic development officials from Franklin, Jefferson and St. Lawrence counties along with the Northern New York ('NNY') representative of the Empire State Development (collectively, 'Economic Development Entities') to coordinate economic development incentives that could help bring projects to New York State and to assess support for applications. Staff discusses potential PP allocations with the Economic Development Entities to help maximize the value of hydropower to improve the economy of NNY and New York State.

There is currently 217,900 kW of PP available to allocate to qualified businesses under the criteria set forth in PAL §1005(13)(a).

DISCUSSION

Founded in 1998, EZ STAK is a manufacturer of mobile workspace systems for work trucks, vans, and trailers. The company produces lightweight aluminum storage drawers and cabinets to facilitate an organized, efficient, and secure mobile work environment. Its products are used extensively by municipalities as well as large corporations in the utility, telecommunications, and construction industries.

In June 2018, EZ STAK opened a 14,600 square-foot ('sf') facility in Watertown. The company is proposing to purchase and renovate a larger building (75,000 sf) located at 20400 Old Rome State Road in Watertown, to serve as a new, 'complete' manufacturing site. The company would relocate from its existing facility to the new, larger facility where it would also conduct expanded manufacturing activities including punching, bending, deburring, and pressing functions. The expansion would also facilitate the assembly of materials and the upfitting of vehicles.

The Project would be implemented in 4 phases with the initial phase consisting of renovations and relocating equipment to the new facility. The second phase would consist of additional building renovations and the purchase of a new powder coating booth. Subsequent phases would include the acquisition and installation of new machines followed by complete equipment automatization.

The company estimates that it would spend \$1,250,000 to purchase the new building, \$2,500,000 to purchase machinery and equipment, and \$2,450,000 on building renovations, representing a total capital investment expenditure for the project of at least \$6,200,000.

The company plans to complete building renovations and the installation of new machines and equipment by July 2020. EZ STAK estimates that the entire project would be completed with the new facility fully operational in 2023. EZ STAK would commit to the creation of at least 15 new, permanent, full-time jobs which, along with the existing workforce, would be located at the new facility in Watertown. The average annual value of compensation/benefits per job is estimated to exceed \$44,000.

EZ STAK has submitted an application requesting 1,000 kW of PP in connection with this project. Staff is proposing that the company be awarded a 670 kW PP allocation.

The job creation ratio for the proposed allocation of 670 kW is 22 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations made during the past sixteen years. The total project investment of at least \$6,200,000 would result in a capital investment ratio of \$9.3 million per MW. This ratio is below the sixteen-year historic average of \$17.1 million per MW.

Staff recommends that an allocation of 670 kW of PP for a term of ten years be awarded to the company in support of its proposed project.

Contract Information

Staff intends to discuss the proposed form of the customer agreement with EZ STAK, and anticipates reaching agreement with this applicant on a contract substantially similar to the one attached as Exhibit '5a vi-B.'

Under PAL §1009, when the Authority believes it has reached agreement with its prospective co-party on a contract for the sale of PP, it transmits the proposed form of the contract to the Governor and other elected officials specified by statute, and holds a public hearing on the contract. At least 30-days' notice of the hearing must be given by publication once in each week during such period in each of six selected newspapers. Following the public hearing, the form of the contract may be modified, if advisable. Staff will report to the Board of Trustees on the public hearing and the proposed contract at a later time and make additional recommendations regarding the proposed contract.

Upon approval of the final proposed contract by the Authority, the Authority must 'report' the final proposed contract, along with its recommendations and the public hearing record, to the Governor and other elected officials. Upon approval by the Governor, the Authority is authorized to execute the contract.

The general form of the proposed contract is consistent with other hydropower contracts recently approved by the Trustees. Some pertinent provisions of the proposed contracts include: (i) direct billing of all production charges (i.e., demand and energy) as well as all New York Independent System Operator, Inc. charges, plus taxes or any other required assessments, as set forth in the Authority's PP Service Tariff No. 20; (ii) collection of a Zero Emission Credit ('ZEC') Charge and a Renewable Energy Credit ('REC') Charge to allow the Authority to recover costs it would incur relating to its purchase of ZECs and RECs attributable to the customer's load for the purpose of complying with the State Energy Plan and the State's Clean Energy Standard; (iii) provisions relating to financial security to reflect a direct billing arrangement between the Authority and hydropower customers; (iv) provisions authorizing data transfers and addressing other utility-driven requirements which are necessary for efficient program

implementation; (v) employment, capital investment and power usage commitments by the customer with a compliance threshold of 90%; and (vi) compliance provisions authorizing the Authority to reduce the allocation if the threshold is not met; and (vii) annual job and capital investment reporting requirements.

The recommended allocation would be subject to the Authority's PP Service Tariff No. 20. Transmission and delivery service would be provided by the customer's local electric distribution utility.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions, recommends that the Trustees approve an allocation of 670 kW of PP to EZ STAK for a term of ten years as further described herein and in Exhibit '5a vi-A,' and authorize a public hearing on the contract attached as Exhibit '5a vi-B' for the sale of the allocation of PP to EZ STAK.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That an allocation of 670 kilowatts ('kW') of Preservation Power ("PP") to EZ STAK LLC ("EZ STAK") for a term of ten (10) years as detailed in the foregoing report of the President and Chief Executive officer and Exhibit "5a vi-A" be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Trustees hereby authorize a public hearing pursuant to Public Authorities Law ("PAL") §1009 on the terms of the proposed form of the direct sale contract for the sale of PP to EZ STAK (the "Contract"), the current form of which is attached to the foregoing report as Exhibit "5a vi-B," and subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Corporate Secretary be, and hereby is, authorized to transmit a copy of the proposed Contract, to the Governor, the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee pursuant to PAL §1009; and be it further

RESOLVED, That in connection with the proposed Contract, the Corporate Secretary be, and hereby is, authorized to arrange for the publication of a notice of public hearing in six newspapers throughout the State, in accordance with the provisions of PAL §1009; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

vii. **Expansion Power Allocation**

The President and Chief Executive Officer submitted the following report:

"SUMMARY"

The Trustees are requested to approve an allocation of 2,000 kilowatts ('kW') of Expansion Power ('EP') to Fieldbrook Foods Corporation ('Fieldbrook') at its existing Ice Cream Drive facility located in Dunkirk (Chautauqua County). The company was recently acquired by Wells Enterprises, Inc. ('Wells'), which is the largest privately held, family-owned ice cream and frozen dessert manufacturer in the United States. Following the acquisition, Wells is proposing to consolidate the current manufacturing operations of Fieldbrook which would be followed by additional expansion. The project is described in further detail below and in Exhibit '5a vii-A.' The term of the allocation would be ten years. The allocation would support capital investment of at least \$51.7 million and the creation of at least 54 new, permanent, full-time jobs at the Dunkirk facility.

BACKGROUND

Under Public Authorities Law ('PAL') §1005(13), the New York Power Authority ('NYPA' or 'Authority') may contract to allocate 250 megawatts ('MW') of firm hydroelectric power as EP and up to 445 MW of Replacement Power ('RP') to businesses in the State located within 30 miles of the Niagara Power Project, provided that the amount of power allocated to businesses in Chautauqua County on January 1, 1987 shall continue to be allocated in such county.

Each application for an allocation of EP and RP are evaluated under criteria that include, but need not be limited to, those set forth in PAL §1005(13)(a), which details general eligibility requirements. Among the factors to be considered when evaluating a request for an allocation of hydropower are the number of jobs created as a result of the allocation; the business' long-term commitment to the region as evidenced by the current and/or planned capital investment in the business' facilities in the region; the ratio of the number of jobs to be created to the amount of power requested; the types of jobs to be created, as measured by wage and benefit levels, security and stability of employment, and the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed.

The Authority works closely with business associations, local distribution companies and economic development entities to gauge support for the projects that would be supported with allocations of Authority hydropower. Discussions routinely occur with National Grid, Empire State Development, Invest Buffalo Niagara, the Niagara County Center for Economic Development, and the Erie County Industrial Development Agency (collectively, the 'Economic Development Entities') to coordinate other economic development incentives that may help bring economic development to New York State. Staff confers with Economic Development Entities to help maximize the value of hydropower to improve the economy of Western New York and the State of New York.

At this time, 69,895 kW of unallocated EP and 89,836 kW of unallocated RP is available to be awarded to businesses under the criteria set forth in PAL §1005(13)(a).

DISCUSSION

Fieldbrook, which is located at 1 Ice Cream Drive in Dunkirk, is a leading U.S. manufacturer of ice cream and frozen dessert products. The company produces more than 700 varieties of packaged frozen desserts, ice cream, and novelty products. These products include private label ice cream, frozen yogurt, sherbet, sorbet, fudge bars, sandwiches, ice pops, fruit bars, cones, and cups. A long-time NYPA customer, Fieldbrook currently employs 492 at its manufacturing facility in Dunkirk. The company also operates a manufacturing plant in Lakewood, New Jersey, which currently maintains 34 employees.

Fieldbrook was recently acquired by Wells Enterprises, Inc., which is headquartered in Le Mars, Iowa and is the largest family-owned and managed ice cream manufacturer in the United States. Following this acquisition, Wells is proposing to consolidate the current manufacturing operations of Fieldbrook, followed by further expansion, at either the Dunkirk site or the New Jersey location.

Fieldbrook currently has a total of 3,000 kW of EP allocations supporting operations at the Dunkirk facility with an employment commitment of 478 jobs. The company also utilizes a 780 kW ReCharge New York allocation which supports an employment commitment of 550 jobs.

Fieldbrook's expansion project (the 'Project'), would involve a capital expenditure of at least \$51.7 million to accommodate significant growth plans and the installation of new manufacturing lines. The Project would consist of five phases. The first two phases would consist of adding two new production lines which would collectively represent a capital investment expenditure of at least \$19 million. The third phase of the Project would involve utilities and refrigeration upgrades which include a new engine room, power substation, and HVAC equipment. Compressors, chillers, freezer evaporators, and dehumidifying equipment would also be installed during this phase of the Project. Collectively, the third phase of the Project would result in a capital investment expenditure of at least \$16 million.

The fourth phase of the Project would consist of building improvements including new freezer floors, production floors, production ceilings, and roof and plant cosmetics. Total building improvement costs would result in a capital expenditure of at least \$14 million.

The fifth and final phase of the Project would consist of information technology upgrades relating to a new cold storage climate control system. The last phase of the Project would represent a capital investment expenditure of at least \$2 million.

Fieldbrook plans to have the Project completed by 2021. The company also anticipates additional manufacturing lines being added through 2024 as the company continues to expand.

The company would commit to the creation of 54 new, permanent, full-time jobs that would be located at the Dunkirk facility. The average compensation/benefits are estimated to be over \$61,000 per job.

The company submitted an application requesting 3,000 kW of hydropower in connection with the Project. Staff recommends an allocation of EP in the amount of 2,000 kW for a term of ten years.

The job creation ratio for the proposed allocation of 2,000 kW is 27 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations made during the past sixteen years. The total Project investment of at least \$51.7 million would result in a capital investment ratio of \$25.9 million per MW. This ratio is above the sixteen-year historic average of \$17.1 million per MW.

The Economic Development Entities have expressed support for the recommended EP allocation.

CONTRACT INFORMATION

If approved, the new allocation would be added to an existing contract relating to the sale of Authority hydropower for use at the facility. Authority Service Tariff No. WNY-2 ('ST WNY-2') would also apply to the sale of the allocation. The following is a summary of the matters addressed in the contract and ST WNY-2:

- Base rates for demand and energy, an annual adjustment factor, and a minimum monthly charge which helps the Authority cover fixed costs of serving a customer even when the customer does not utilize the allocation in a billing period.

- Direct billing of all production charges (i.e., demand and energy) as well as all New York Independent System Operator, Inc. charges, taxes and any other required assessments.
- The provision of substitute energy in the event of hydropower curtailments caused by adverse water conditions that impact power project operations.
- Basic requirements for customer metering.
- Early outreach to the customer concerning allocation extension initiatives by the Authority.
- Requirements for energy audits at the facility receiving the allocation. The customer would have the option to satisfy the audit requirement through either a traditional physical audit, or a virtual audit using the Authority's New York Energy Manager which is expected to provide considerable savings for customers who select it.
- Periodic communications to customers about energy-related projects, programs and services offered by the Authority.
- Compliance provisions that allow the Authority to reduce a customer's allocation for a failure to meet supplemental commitments, with an opportunity for the customer to present a proposed plan with actionable milestones to cure deficiencies.
- The collection of a Zero Emission Credit Charge and Monthly Renewable Energy Credit Charge to allow the Authority to recover costs it incurs relating to its purchase of Zero Emission Credits and Renewable Energy Credits attributable to the customer's load.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions, recommends that the Trustees approve an allocation of 2,000 kW of EP to Fieldbrook as described herein and in Exhibit '5a vii-A' for a term of ten years.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That an allocation of 2,000 kilowatts (“kW”) of Expansion Power (“EP”) be awarded to Fieldbrook Foods Corporation (“Fieldbrook”), for a term of 10 years as detailed in the foregoing report of the President and Chief Executive Officer and Exhibit “5a vii-A,” be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

viii. **Recharge New York Power Allocation**

The President and Chief Executive Officer submitted the following report:

"SUMMARY"

The Trustees are requested to:

1. award allocations of Recharge New York ('RNY') Power available for 'expansion' purposes to the businesses listed in Exhibit '5a viii-A' in the amounts indicated on Exhibit '5a viii-A'; and
2. award allocations of RNY Power available for eligible small businesses and/or not-for-profit corporations to the entities listed in Exhibit '5a viii-B' in the amounts indicated on Exhibit '5a viii-B.'

These actions have been recommended by the Economic Development Power Allocation Board ('EDPAB') at its March 23, 2020 meeting.

BACKGROUND

On April 14, 2011, Governor Andrew M. Cuomo signed into law the RNY Power Program as part of Chapter 60 (Part CC) of the Laws of 2011 ('Chapter 60'). The program makes available 910 megawatts ('MW') of 'RNY Power,' 50% of which will be provided by the Authority's hydropower resources and 50% of which will be procured by the Authority from other sources. RNY Power contracts can be for a term of up to 7 years in exchange for job and capital investment commitments.

RNY Power is available to businesses and not-for-profit corporations for job retention and business expansion and attraction purposes. Specifically, Chapter 60 provides that at least 350 MW of RNY Power shall be dedicated to facilities in the service territories served by the New York State Electric and Gas, National Grid and Rochester Gas and Electric utility companies; at least 200 MW of RNY Power shall be dedicated to the purpose of attracting new businesses and encouraging expansion of existing businesses statewide; and up to 100 MW shall be dedicated for eligible not-for-profit corporations and eligible small businesses statewide.

Under the statute, 'eligible applicant' is defined to mean an eligible business, eligible small business, or eligible not-for-profit corporation, however, an eligible applicant shall not include retail businesses as defined by EDPAB, including, without limitation, sports venues, gaming or entertainment-related establishments or places of overnight accommodations. At its meeting on April 24, 2012, EDPAB defined a retail business as a business that is primarily used in making retail sales of goods or services to customers who personally visit such facilities to obtain goods or services, consistent with the rules previously promulgated by EDPAB for implementation of the Authority's Economic Development Power program.

Prior to entering into a contract with an eligible applicant for the sale of RNY Power, and prior to the provision of electric service relating to a RNY Power allocation, the Authority must offer each eligible applicant that has received an award of RNY Power the option to decline to purchase the RNY Market Power component of such award. If the applicant declines to purchase the RNY Market Power component from the Authority, the Authority has no responsibility for supplying RNY Market Power component of the award.

As part of Governor Andrew M. Cuomo's initiative to foster business activity and streamline economic development, applications for all statewide economic development programs, including the RNY Power Program, have been incorporated into a single on-line Consolidated Funding Application ('CFA') marking a fundamental shift in how State economic development resources are marketed and allocated. Beginning in September 2011, the CFA was available to applicants. The CFA continues to serve as an efficient and effective tool to streamline and expedite the State's efforts to generate

sustainable economic growth and employment opportunities. All applications that are considered for an RNY Power allocation are submitted through the CFA process.

Applications for RNY Power are subject to a competitive evaluation process and are evaluated based on the following criteria set forth in the statutes providing for the RNY Power Program (the 'RNY Statutes' also listed in Exhibit '5a viii-E'):

- '(i) the significance of the cost of electricity to the applicant's overall cost of doing business, and the impact that a recharge New York power allocation will have on the applicant's operating costs;
- (ii) the extent to which a recharge New York power allocation will result in new capital investment in the state by the applicant;
- (iii) the extent to which a recharge New York power allocation is consistent with any regional economic development council strategies and priorities;
- (iv) the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the applicant were to receive an allocation;
- (v) the applicant's payroll, salaries, benefits and number of jobs at the facility for which a recharge New York power allocation is requested;
- (vi) the number of jobs that will be created or retained within the state in relation to the requested recharge New York power allocation, and the extent to which the applicant will agree to commit to creating or retaining such jobs as a condition to receiving a recharge New York power allocation;
- (vii) whether the applicant, due to the cost of electricity, is at risk of closing or curtailing facilities or operations in the state, relocating facilities or operations out of the state, or losing a significant number of jobs in the state, in the absence of a recharge New York power allocation;
- (viii) the significance of the applicant's facility that would receive the recharge New York power allocation to the economy of the area in which such facility is located;
- (ix) the extent to which the applicant has invested in energy efficiency measures, will agree to participate in or perform energy audits of its facilities, will agree to participate in energy efficiency programs of the authority, or will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving a recharge New York power allocation;
- (x) whether the applicant receives a hydroelectric power allocation or benefits supported by the sale of hydroelectric power under another program administered in whole or in part by the authority;
- (xi) the extent to which a recharge New York power allocation will result in an advantage for an applicant in relation to the applicant's competitors within the state; and
- (xii) in addition to the foregoing criteria, in the case of a not-for-profit corporation, whether the applicant provides critical services or substantial benefits to the local community in which the facility for which the allocation is requested is located.'

Based on the evaluation of these criteria, the applications were scored and ranked.

In arriving at recommendations for EDPAB's consideration, staff, among other things, attempted to maximize the economic benefits of low-cost NYPA hydropower, the critical state asset at the core of the RNY Power Program, while attempting to ensure that each recipient receives a meaningful RNY Power allocation.

Business applicants with relatively high scores were recommended for allocations of retention RNY Power of 50% of the requested amount or average historic demand, whichever was lower. These allocations were capped at 10 MW for any recommended allocation. Not-for-profit corporation applicants that scored relatively high were recommended for allocations of 33% of the requested amount or average historic demand, whichever was lower. These allocations were capped at 5 MW. Applicants currently receiving hydropower allocations under other Authority power programs were recommended for allocations of RNY Power of 25% of the requested amount, subject to the caps as stated above.

RNY Power allocations have been awarded by the Trustees on twenty-five prior occasions spanning from April 2012 through December 2019. Of the 200 MW block of RNY Power made available pursuant to Chapter 60 for business 'expansion' purposes, 85.7 MW remain unallocated. Of the 100 MW of RNY Power that is set aside for not-for-profit corporations and small businesses pursuant to Chapter 60, 1.5 MW remain unallocated. Of the remaining RNY Power made available pursuant to Chapter 60, 112.0 MW remain unallocated. These figures reflect Trustee actions on RNY Power applications taken prior to any actions the Trustees take today.

An allocation recommended by EDPAB qualifies the subject applicant to enter into a contract with the Authority for the purchase of the RNY Power assuming that the Authority concurs with EDPAB and makes an allocation award.

EDPAB, at its March 23, 2020 meeting, recommended that each of the applicants identified in Exhibits '5a viii-A' and '5a viii-B' be awarded an RNY Power allocation in the amount indicated in the respective Exhibits.

Consistent with provisions of the RNY Statutes, EDPAB also recommended that the contract for the sale of these allocations contain:

- (1) provisions for effective periodic audits of the recipient of an allocation for the purpose of determining contract and program compliance, and for the partial or complete withdrawal of an allocation if the recipient fails to maintain commitments, relating to such things as employment levels, power utilization, capital investments, and/or energy efficiency measures;
- (2) requirements for an agreement by the recipient of an allocation undertake at its own expense an energy audit of its facilities at which the allocation is consumed modified by the Authority on a showing of good cause by the recipient, and that the recipient provide the Authority with a copy of any such audit or a report describing the results of such audit;
- (3) a requirement for an agreement by the recipient of an allocation to make its facilities available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform; and
- (4) a recommendation shall require that if the actual metered load at the facility where the allocation is utilized is less than the allocation, such allocation will be reduced accordingly.

The sale of RNY Power allocations that are awarded by the Trustees today would be governed by the revised form of RNY Power contract that was approved by the Trustees on March 26, 2019, and existing Authority Service Tariff RNY-1. The terms and conditions in the revised RNY Power contract form are consistent with the terms and conditions recommended by EDPAB that are described above.

DISCUSSION

1. Expansion-Based RNY Power Allocations – Action Item

The Trustees are asked to address applications submitted for RNY Power expansion-based allocations via the CFA process. Allocations for this purpose would be sourced from the 200 MW block of RNY Power dedicated by statute for 'for-profit' businesses that propose to expand existing businesses or create new business in the State. Unless otherwise indicated in Exhibit '5a viii-A,' these applications seek an RNY Power allocation for expansion of an existing business or a new business/facility. Consistent with the evaluation process described above, EDPAB recommended, at its March 23, 2020 meeting, that RNY Power expansion-based allocations be made to the businesses listed in Exhibit '5a viii-A.' Each such allocation would be for a term of 7 years unless otherwise indicated.

Applications for the expansion-based RNY Power were scored based on the statutory criteria, albeit with a focus on information regarding each applicants' specific project to expand or create their new facility or business (e.g., the expansion project's cost, associated job creation, and new electric load due to the expansion).

The respective amounts of the expansion-related allocations listed in Exhibit '5a viii-A' are largely intended to provide approximately 70% of the individual expansion projects' estimated new electric load. Because these projects have estimated new electric load amounts, and to ensure that an applicant's overestimation of the amount needed would not cause that applicant to receive a higher proportion of RNY Power to new load, the allocations in Exhibit '5a viii-A' are recommended based on an 'up to' amount basis. Each of these applicants would be required to, among other commitments, add the new electric load as stated in its application, and would be allowed to use up to the amount of their RNY Power allocation in the same proportion of the RNY Power allocation to requested load as stated in Exhibit '5a viii-A.'

Staff recommends that the Trustees accept EDPAB's recommendations and award RNY Power allocations to each of the businesses listed on Exhibit '5a viii-A' in the amounts indicated.

2. Small Business and/or Not-for-Profit-Based RNY Power Allocations – Action Item

The Trustees are also asked to address applications submitted via the CFA process for RNY Power for eligible small businesses and/or not-for-profit corporations. Chapter 60 specifies that no more than 100 MW of RNY Power may be made available for eligible small businesses and eligible not-for-profit corporations.

Consistent with the evaluation process described above, EDPAB recommended, at its March 23, 2020 meeting, that RNY Power allocations be awarded to the small businesses and/or not-for-profit applicants listed in Exhibit '5a viii-B.' These applicants have committed to retain or create jobs in New York State and make capital investments to the extent indicated in Exhibit '5a viii-B' in exchange for the recommended RNY Power allocations as described in Exhibit '5a viii-B.' The RNY Power allocations identified in Exhibit '5a viii-B' are recommended for a term of 7 years except as otherwise indicated.

Staff recommends that the Trustees accept EDPAB's recommendations and award RNY Power allocations to each of the not-for-profit entities and/or small businesses listed on Exhibit '5a viii-B' in the amounts indicated.

In accordance with Chapter 60, if EDPAB's recommendation to award RNY Power allocations to the small businesses and/or not-for-profit applicants listed in Exhibit '5a viii-B' is accepted, the 100 MW block of power will be close to fully allocated. Accordingly, a waiting list has been established for small businesses and not-for-profit applicants that are potentially eligible to be awarded RNY Power allocations when additional power becomes available.

3. EDPAB – Applicants Not Recommended for RNY Power – Informational Item

At its meeting on March 23, 2020, EDPAB determined not to recommend the applicant listed on Exhibit '5a viii-C' for an RNY Power allocation for the reason specified on Exhibit '5a viii-C.' No action by the Trustees is required on this application.

4. EDPAB – Termination of Application/Review Process – Informational Item

At its meeting on March 23, 2020, EDPAB terminated the application review process for the applicants listed on Exhibit '5a viii-D' for the reasons listed on Exhibit '5a viii-D.' No action by the Trustees is required on this matter. In the past, some applicants whose applications were terminated in these circumstances have decided to refile and advance a more complete RNY Power application for consideration.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees: (1) award the allocations of RNY Power for expansion purposes to the businesses listed in Exhibit '5a viii-A' as indicated therein; and (2) award the allocations of RNY Power for the small business and/or not-for-profit applicants identified in Exhibit '5a viii-B' for retention and/or expansion purposes as indicated therein.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

WHEREAS, the Economic Development Power Allocation Board ("EDPAB") has recommended that the Authority's Trustees award Recharge New York ("RNY") Power allocations for expansion purposes to the applicants listed in Exhibit "5a viii-A" in the amounts indicated; and

WHEREAS, EDPAB has recommended that the Authority's Trustees award RNY Power allocations for retention and expansion purposes to the small businesses and/or not-for-profit applicants listed in Exhibit "5a viii-B" in the amounts indicated;

NOW THEREFORE BE IT RESOLVED, That, upon considering the foregoing and the information contained in the foregoing report of the President and Chief Executive Officer and the accompanying exhibits, the Trustees hereby:

- (1) award allocations of RNY Power for expansion purposes to the applicants listed on Exhibit "5a viii-A" in the amounts indicated; and**
- (2) award allocations of RNY Power for expansion and/or retention purposes to the small businesses and/or not-for-profit applicants listed on Exhibit "5a viii-B" in the amounts indicated;**

RESOLVED, That the Chief Commercial Officer – Commercial Operations, or such official's designee, hereby is authorized on behalf of the Authority to provide for final terms and conditions that will be applicable to the foregoing allocations and/or projects, including without limitation progress milestones and

provisions for the expiration of any allocation in the event that such milestones are not met; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

ix. **Award of Fund Benefits from the Northern New York Economic Development Fund Recommended by the Northern New York Power Proceeds Allocation Board**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to accept the recommendations of the Northern New York Power Proceeds Allocation Board (the 'Allocation Board') and make awards of Fund Benefits from the Northern New York Economic Development Fund to St. Lawrence Power and Equipment Museum ('SLPE' or 'Applicant') and authorize the other actions described herein with respect to the applicant and recommended award. The Applicant's project and the amount of the award being recommended is summarized in Exhibit '5a ix-A' and discussed in further detail below and in Exhibit '5a ix-A-1.'

BACKGROUND

1. Northern New York Power Proceeds Allocation Act

On December 29, 2014, Governor Cuomo signed into law the Northern New York Power Proceeds Allocation Act (the 'Act'). The Act adds provisions to two chapters of consolidated law, the Economic Development Law ('EDL'), and the Public Authorities Law within the Power Authority Act, the enabling statute of the New York Power Authority ('NYPA') (collectively, the 'Statutes'). As discussed in more detail below, the Act creates a program, administered by NYPA and the Board, to support economic development in Northern New York ('Program'). Under the Program, financial assistance known as 'fund benefits' may be awarded to 'eligible applicants' for 'eligible projects' based on criteria set forth in the Statutes.

Under the Act, an 'eligible applicant' is a private business, including a not-for-profit corporation that is a private business. 'Eligible projects' is defined to mean 'economic development projects' that are or would be physically located within St. Lawrence County that will support the growth of business in St. Lawrence County and thereby lead to the creation or maintenance of jobs and tax revenues for the state and local governments. 'Eligible projects' include, for example, capital investments in buildings, equipment, and associated infrastructure owned by an eligible applicant; transportation projects under state or federally approved plans; the acquisition of land needed for infrastructure; research and development where the results of such research and development will directly benefit New York State; support for tourism and marketing and advertising efforts for St. Lawrence County tourism and business; and energy-related projects.

Eligible projects do not include, and fund benefits may not be used for, public interest advertising or advocacy; lobbying; the support or opposition of any candidate for public office; the support or opposition to any public issue; legal fees related to litigation of any kind; expenses related to administrative proceedings before state or local agencies; or retail businesses as defined by the Board, including without limitation, sports venues, gaming and gambling or entertainment-related establishments, residential properties, or places of overnight accommodation.

NYPA and the Town of Massena Electric Department are parties to a contract that provides for NYPA's sale of up to 20 megawatts ('MW') of hydropower known as 'St. Lawrence County Economic Development Power' ('SLCEDP') to the Town. As detailed in the Statutes, NYPA is authorized to sell unallocated SLCEDP into the market to generate revenue for the Program. The Statutes provide that NYPA will deposit proceeds from such sales into the Fund no less than quarterly.

At least 15% percent of the Fund is dedicated to eligible projects which are 'energy-related projects, programs and services,' which are defined as 'energy efficiency projects and services, clean energy technology projects and services, and high performance and sustainable building programs and

services, and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services.’

Monies from the Fund – known as ‘fund benefits’ – are paid to awardees in the form of grants, and staff expects that in most cases fund benefits will be disbursed as reimbursement for expenses incurred by an awardee. Allocations of fund benefits may only be made on the basis of monies that have been deposited in the Fund. No award may encumber funds that have not been deposited in the Fund.

2. Northern New York Power Proceeds Allocation Board

Under the Act, the Allocation Board’s primary responsibilities regarding applications for fund benefits under the Program are to (i) administer the application process, (ii) make determinations relating to eligibility, and (iii) where an applicant and project are eligible, evaluate applications against the statutory criteria and make a recommendation to the NYPA Board of Trustees on whether an applicant should be awarded fund benefits. The Allocation Board uses the criteria applicable to EP, RP and PP allocations, and for revitalization of industry, provided for in Public Authorities Law §1005.

Additionally, the Allocation Board is authorized to consider the extent to which an award of fund benefits is consistent with the strategies and priorities of the North Country Regional Economic Development Council, which covers the region in which eligible projects may be proposed.

At its meeting on January 25, 2017, the Allocation Board, in accordance with the Act, adopted by-laws, operating procedures, guidelines related to the application, and a form of application. A copy of the relevant criteria (collectively, ‘Program Criteria’), adapted from the Allocation Board’s ‘Procedures for the Review of Applications for Fund Benefits,’ is attached as Exhibit ‘5a ix-B’ to this report.

Under the Act, a recommendation for Fund Benefits by the Allocation Board is a prerequisite to an award of Fund Benefits by the Authority, and the Act authorizes the Authority to award Fund Benefits to an applicant upon a recommendation of the Allocation Board. Upon a showing of good cause, the Authority has discretion as to whether to adopt the Allocation Board’s recommendation, or to award benefits in a different amount or on different terms and conditions than proposed by the Allocation Board. In addition, the Authority is authorized to include within the contract covering an award (‘Award Contract’) such other terms and conditions the Authority deems appropriate.

3. Application Process

In an effort to provide for the efficient review of applications and disbursement of Fund Benefits, the Allocation Board established a schedule of dates through the end of 2019 on which the Allocation Board would meet to consider applications. At this time, applications are being accepted on a rolling basis. A webpage was created that is hosted on WWW.NYPA.GOV/NNYPPAB with application instructions, a link to the approved application form and other program details including a contact phone number and email address staffed by NYPA.

DISCUSSION

At its February 12, 2020 meeting, the Allocation Board considered an application from SLPE seeking \$25,000 in Fund Benefits.

Allocation Board staff analyzed the application and made recommendations to the Allocation Board based on eligibility requirements and Program Criteria. The Program Criteria are described in Exhibit ‘5a ix-B.’ A copy of the recommendation memoranda provided to the Allocation Board for SLPE is attached as Exhibit ‘5a ix-A-1.’ The application has also been made available to the Trustees for review.

As detailed in Exhibit '5a ix-A-1,' the SLPE application seeks Fund Benefits to support building construction and the acquisition of furniture and fixtures and exhibits to fund a business expansion. The Applicant indicates that it would spend approximately \$125,000 on this project.

The Allocation Board has recommended the Applicant receive a Fund Benefit award in the amount indicated on Exhibit '5a ix-A.' Given the nascent stage of the proposed project, it was not possible to make recommendations concerning the terms and conditions that would be applicable to the award and memorialized in an Award Contract between the Authority and the applicant.

If this Applicant receives a Fund Benefit award, it is anticipated that Authority staff would negotiate final terms and conditions with the applicant after receipt of more detailed information concerning the project and proposed schedules. Award Contracts may include scheduled payments keyed to commitment milestones, such as employment creation and retention. In addition, staff anticipates that Award Contracts will contain provisions for periodic audits of the successful applicants for the purpose of determining contract and program compliance and, where appropriate, terms providing for the partial or complete recapture of Fund Benefits disbursements if an applicant fails to maintain agreed-upon commitments.

RECOMMENDATION

The Senior Vice President, Clean Energy Solutions recommends that:

- (1) the Trustees accept the recommendation of the Northern New York Power Proceeds Allocation Board and make an award of Fund Benefits to St. Lawrence Power and Equipment Museum ('SLPE') in the amount recommended in Exhibits '5a ix-A' and '5a ix-A-1,' conditioned upon an agreement to be negotiated with the applicant on the final terms and conditions that would be applicable to the award to be contained in the Award Contract approved by the President and Chief Executive Officer, or his designee, and approved by the Executive Vice President and General Counsel, or his designee, as to form;
- (2) the Chief Commercial Officer – Energy Solutions, or such official's designee, be authorized to negotiate with the Applicant concerning such final terms and conditions that will be applicable to the award; and
- (3) the Chief Commercial Officer – Energy Solutions, or such official's designee, be authorized to execute on behalf of the Authority an Award Contract for the award listed on Exhibits '5a ix-A' and '5a ix-A-1' subject to the forgoing conditions.

For the reasons stated, I recommend the approval of the above-requested actions by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

WHEREAS, The Northern New York Power Proceeds Allocation Board (“Allocation Board”) has recommended that the Authority make an award of Fund Benefits from the Northern New York Economic Development Fund (“Fund”) to the eligible applicant listed in Exhibit “5a ix-A” in the amount indicated in Exhibit “5a ix-A;”

NOW THEREFORE BE IT RESOLVED, That the Authority hereby accepts the recommendation of the Allocation Board and authorizes an award of Fund Benefits to the applicant listed in Exhibits “5a ix-A” and “5a ix-A-1” in the amount indicated for the reasons set forth in the foregoing report and the exhibit and other

information referred to therein, conditioned upon an agreement between the Authority and the applicant on the final terms and conditions that would be applicable to the award and set forth in a written award contract ("Award Contract") between the Authority and each applicant, approved by the President and Chief Executive Officer, or his designee, and approved by the Executive Vice President and General Counsel or his designee, as to form; and be it further

RESOLVED, That the Chief Commercial Officer – Energy Solutions, or such official's designee, is authorized to negotiate with the applicant concerning such final terms and conditions that will be applicable to the award; and be it further

RESOLVED, That the Chief Commercial Officer – Energy Solutions, or such official's designee, is authorized to execute on behalf of the Authority an Award Contract for the award listed on Exhibit "5a ix-A" subject to the forgoing conditions; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

b. Procurement (Services) Contracts

**i. Procurement (Services) and Other Contracts –
Business Units and Facilities – Awards,
Extensions and/or Additional Funding**

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Trustees are requested to approve the award and funding of the multiyear procurement (services) contracts listed in Exhibit '5b i-A,' as well as the continuation and/or funding of the procurement (services) and other contracts listed in Exhibit '5b i-B,' in support of projects and programs for the Authority's Business Units/Departments and Facilities. Detailed explanations of the recommended awards and extensions, including the nature of such services, the bases for the new awards if other than to the lowest-priced, lowest total cost of ownership or 'best valued' bidders and the intended duration of such contracts, or the reasons for extension and the projected expiration dates, are set forth in the discussion below.

BACKGROUND

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts require the Trustees' approval for procurement contracts involving services to be rendered for a period in excess of one year.

The Authority's current Expenditure Authorization Procedures ('EAPs') require the Trustees' approval for the award of non-personal services, construction, equipment purchase or non-procurement contracts in excess of \$6 million, as well as personal services contracts in excess of \$2 million if low bidder or best value, or \$1 million if sole-source, single-source or other non-competitive award.

The Authority's current EAPs also require the Trustees' approval when the cumulative change order value of a personal services contract exceeds \$500,000, or when the cumulative change order value of a non-personal services, construction, equipment purchase, or non-procurement contract exceeds the greater of \$6 million or 25% of the originally approved contract amount not to exceed \$6 million.

DISCUSSION

Awards

The Trustees are requested to approve the award and funding of the multiyear procurement (services) contracts listed in Exhibit '5b i-A,' where the EAPs require approval based upon contract value or the terms of the contracts will be more than one year. Except as noted, all of these contracts contain provisions allowing the Authority to terminate the services for the Authority's convenience, without liability other than paying for acceptable services rendered to the effective date of termination. Approval is also requested for funding all contracts. Except as noted, these contract awards do not obligate the Authority to a specific level of personnel resources or expenditures.

The issuance of multiyear contracts is recommended from both cost and efficiency standpoints. In many cases, reduced prices can be negotiated for these long-term contracts. Since these services are typically required on a continuous basis, it is more efficient to award long-term contracts than to rebid these services annually.

Extensions

Although the firms identified in Exhibit '5b i-B' have provided effective services, the issues or projects requiring these services have not been resolved or completed and the need exists for continuing these contracts. The Trustees' approval is required because the terms of these contracts will exceed one year including the extension, the term of extension of these contracts will exceed one year and/or because the cumulative change-order limits will exceed the levels authorized by the EAPs in forthcoming change orders. The subject contracts contain provisions allowing the Authority to terminate the services at the Authority's convenience, without liability other than paying for acceptable services rendered to the effective date of termination. These contract extensions do not obligate the Authority to a specific level of personnel resources or expenditures.

Extension of the contracts identified in Exhibit '5b i-B' is requested for one or more of the following reasons: (1) additional time is required to complete the current contractual work scope or additional services related to the original work scope; (2) to accommodate an Authority or external regulatory agency schedule change that has delayed, reprioritized or otherwise suspended required services; (3) the original consultant is uniquely qualified to perform services and/or continue its presence and rebidding would not be practical or (4) the contractor provides proprietary technology or specialized equipment, at reasonable negotiated rates, that the Authority needs to continue until a permanent system is put in place.

The following is a detailed summary of each recommended contract award and extension.

Contract Awards in Support of Business Units/Departments and Facilities:

Business Services – Corporate Finance

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contract with **Credit Agricole Corporate and Investment Bank ('CAC') (Q19-6713RM)**, would allow Treasury to engage for energy efficiency, large scale renewable and offshore wind advisory services became effective March 11, 2020, for the initial interim award amount of \$250,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. The proposed personal services contracts with **Advanced Automation Corporation ('AAC'), BNP Paribas Securities Corp. ('BNP'), CCA Capital LLC ('CCA'), Ernst & Young LLP ('EY'), J.P. Morgan Securities LLC ('JPM'), Navigant Consulting, Inc. ('Navigant') and Rockfleet Financial Services, Inc. ('RFS') (Q19-6713RM)** would provide Financial Advisory services for Energy Projects consulting services and these contracts will start on or about March 31, 2020. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Eighteen proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contracts to AAC, BNP, CCA, CAC, EY, JPM, Navigant and RFS which are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate amount expected to be expended for the term of the contract, \$2 million. It should also be noted that RFS is NYS certified Women-owned Business Enterprise.

Business Services - Treasury

Due to the need to commence the qualification process, the proposed prequalified underwriting pool of Senior Managers, Co-Managers and Selling Group Members for the provision to originate, underwrite and sell the Authority's Debt Obligations for a period of 5 years. Interim approval is requested to engage firms from the prequalified pool in discussions for upcoming financing opportunities. The firms in prequalified underwriting pool were selected based on a Request for Qualifications ('RFQ') **(Q19-6846RM)** issued by the Authority on March 3, 2020. The Authority only pre-qualified these firms and has

not entered into any contractual obligations with them. Firms selected to participate in finance transactions, are separately approved by the Board from this pre-qualified pool and only then does the Authority enter into what is referred to as a Bond Purchase Agreement. The pre-qualified firms are:

Senior Managers: *BofA Securities Inc., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co. Inc. dba Ramirez & Co. Inc., and Siebert Williams Shank & Co. LLC*

Co-Managers: *Academy Securities Inc., Estrada Hinojosa Company Inc., FHN Financial Capital Markets, Jeffries LLC, J.P. Morgan Securities LLC, Loop Capital Markets LLC, Piper Sandler & Co. and Wells Fargo Bank, N.A.*

Selling Group Members: *AmeriVet Securities Inc., American Veterans Group PBC, Bancroft Capital LLC, Drexel Hamilton LLC, Great Pacific Securities, Mischler Financial Group Inc., Roberts & Ryan Investments Inc. and Rockfleet Financial Services Inc.*

The Authority's 2020 Approved Budget and Financial Plan includes approximately \$894.4 million in expenditures, for Power Generation, Transmission, Canal Corp., Energy Solutions and IT improvements which will be funded using a combination of existing construction funds, internally generated funds and, approximately \$454.6 million will be financed via the sale of Debt Obligations ('debt') in the capital markets. Staff recommends the pre-qualification for the Senior Managers, Co-Managers and Selling Group Members noted above for a period of five years, to March 2, 2025, is hereby requested. No additional cost is anticipated, and no funds requested. It should also be noted that Rockfleet Financial Services, Inc. is NYS certified Women-owned Business Enterprise; Academy Securities, Inc., Great Pacific Securities, Loop Capital Markets LLC, and Ramirez & Co., Inc. are NYS certified Minority-owned Business Enterprises.

Commercial Operations – e-Mobility Strategy & Business Development

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contract with **Christopher Alan dba Electric Car Insider ('ECI') (4600003898)** for the provision of consulting services in support of the Authority's Electric Vehicle ('EV') Model Community program became effective March 14, 2020, for the initial interim award amount of \$30,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Fourteen firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Twenty-three proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to ECI which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an initial term of three years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate amount expected to be expended for the term of the contracts, \$713,000.

Commercial Operations – e-Mobility Strategy & Business Development

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contract with **Lowe & Partners Worldwide, Inc. dba Campbell Ewald NY ('Campbell') (4600003899)**, for marketing, advertising and public relations services for the EVolve NY program became effective March 14, 2020, for the initial interim award amount of \$200,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. New York's Reforming the Energy Vision ('REV') has established aggressive targets to reduce economy-wide carbon emissions and supports the electrification of fossil fuel intensive sectors such as transportation. Electric Vehicle ('EV') adoption is essential to fighting climate change and building a low-carbon, electrified transportation system for New York that will benefit the environment and the economy.

Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Fourteen firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Fourteen proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Campbell which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an initial term of three years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contracts, \$6 million.

Commercial Operations – Energy Services Product Development

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contracts with **COI Energy Services, Inc. ('COI') (4600003876)** and **Enbala Power Networks (USA), Inc. dba Enbala ('Enbala') (4600003877)** for the provision of services to develop, design, implement and administer demand response and other demand management projects and services in support of the Authority's and New York State's energy goals became effective January 1, 2020, for the initial interim award amount of \$300,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Forty firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Eleven proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends that COI be awarded a contract for demand response services in the amount of \$250,000 for a term of one (1) year, with two successive options to extend for another year, starting on or about January 1, 2020 and that Enbala be awarded a contract for a Demand Response Distributed Energy Resource Virtual Power Plant solution in the amount of \$1.75 million for a term of five (5) years. COI and Enbala are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. Approval is requested for award of these contracts in the aggregate amount expected to be expended for the term of the contracts, \$2 million.

Commercial Operations – Market Analysis & Hedging

Due to the need to meet and maintain the Authority's project schedule, the proposed non-procurement services contracts with **Gfinet, Inc. dba Amerex Brokers LLC ('Amerex'), Macquarie Futures USA LLC ('Macquarie'), Spectron Energy, Inc. ('Spectron') and TFS Energy LLC dba TFS Energy Futures LLC ('TFS') (Q19-6857JW)** for Third Party Brokerage Services became effective February 21, 2020, for the initial interim award amount of \$100,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. The services are required to provide brokering transaction and/or price discovery. In accordance with the Authority's credit risk processes, services are also required to facilitate exchange clearing transactions with counterparties for which the Authority does not have International Swaps and Derivatives Association ('ISDA') agreements. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Ten firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Four proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contracts to Amerex, Macquarie, Spectron and TFS which are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate amount expected to be expended for the term of the contract, \$500,000.

Strategic Planning – Strategy & Corporate Development

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contracts with **Arch Street Communications, Inc. ('ASC') (4600003882)**, **BBG&G Advertising, Inc. ('BBG&G') (4600003886)**, and **Stagwell Media LP dba SKDKnickerbocker LLC ('SKD') (4600003878)** for public outreach and strategic communication services in connection with the 'Reimagine the Canals' campaign became effective March 1, 2020, for the initial interim award amount of \$500,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Nine firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Eight proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contracts to ASC, BBG&G and SKD which are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate amount expected to be expended for the term of the contracts, \$3 million. It should also be noted that ASC and BBG&G are NYS certified Women-owned Business Enterprises.

Utility Operations – Dam Safety

The proposed personal services contract with **GEI Consultants, Inc. PC ('GEI') (Q19-6851CC)** would provide Dam Safety Inspection services for the Blenheim-Gilboa Pumped Storage Power Project. Federal Energy Regulatory Commission ('FERC') regulations require the Authority to hire an independent consultant to perform a dam safety inspection and review licensed projects every five years. FERC issued a letter on August 20, 2019 indicating that the report for the Blenheim-Gilboa Pumped Storage Power Project was due for submittal by December 1, 2020. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Ten firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Four proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to GEI which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$489,491.

Utility Operations – Environmental – Air & Sustainability

The proposed personal services contract with **Cemtek Systems, Inc. ('Cemtek') (Q19-6875JGM)** would provide Continuous Emission Hardware Maintenance Services at the Authority's South East New York ('SENY') facilities. The Authority's nine SENY facilities include fourteen combustion turbine generators. Each SENY facility has a Title V Air Operating Permit which requires continuous emission monitoring. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Thirty firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Three proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Cemtek which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$3 million.

Utility Operations – Facility & Infrastructure

The proposed non-personal services contract with **Healy Electric Contracting, Inc. ('Healy') (Q20-6882JM)** would provide On-Call Electrical Services for the Clarence D. Rappleyea building in the White Plains office. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Four firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. One proposal was received electronically via Ariba and was evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Healy which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$5 million.

Utility Operations – General Maintenance

The proposed non-personal services sole source contract with **Biomark, Inc. ('Biomark') (6000186867)** would provide operation and maintenance of the eel passage facility Passive Integrated Transponder ('PIT') antennae monitoring systems at the St. Lawrence-FDR Power Project. The operation and maintenance of the eel passage facility are requirements of the St. Lawrence-FDR Power Project Federal Energy Regulatory Commission ('FERC') License Articles 405 and 406. Staff recommends the award of a contract to Biomark on a sole source basis as they are uniquely familiar with the Authority's specific needs and ongoing project requirements. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$95,000.

Utility Operations – General Maintenance

The proposed non-personal services sole source contract with **Deadline Solutions, Inc. ('Deadline') (6000186839)** would provide operation and maintenance of the eel passage facility flow meters at the St. Lawrence-FDR Power Project. The eel passage facility has five flow meters. These flowmeters interface with the eel passage facility computer system where the data is logged. These parameters are critical to monitoring the effectiveness of the facility and have been approved by Federal Energy Regulatory Commission ('FERC'). Staff recommends the award of a contract to Deadline on a sole source basis as they are uniquely familiar with the Authority's specific needs and ongoing project requirements. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$145,541.

Utility Operations – Maintenance Resource Management

The proposed non-personal services sole source contract with **Strategic Power Systems, Inc. ('SPS') (A19-001291DW)** would provide software services for the Operational Reliability Analysis Program ('ORAP') which monitors sixteen South East New York ('SENY') turbines. The ORAP software has been a crucial resource for SENY Operations to monitor plant performance. The system compares the Authority's benchmarking performance to other power generation entities and provides maintenance forecast assistance and end of life predictions for equipment. Staff recommends the award of a contract to SPS on a sole source basis as they are uniquely familiar with the Authority's specific needs and ongoing project requirements. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$100,000.

Utility Operations – Maintenance Resource Management

The proposed non-personal services contract with **Walter T. Gorman, P.E., P.C. ('WTG') (A19-001802DW)** would provide Code Compliance and Permitting Services for the Authority's South East New York ('SENY') facilities. Code compliance and permitting services are required throughout the year in order to remain compliant with various New York City guidelines and building maintenance procedures. The Eugene Zeltmann plant, Charles Poletti administrative building and other SENY facilities must obtain permits and approvals for certain projects and remain in compliance with building regulations to remain operational. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Thirteen firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Two proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to WTG which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$500,000.

Utility Operations – Maintenance Resource Management

The proposed non-personal services contracts with **Associated Fire Protection ('AFP') and Grunau Company, Inc. ('GCI') (A20-001807JV)** would provide fire alarm, protection system inspection and maintenance services to the Authority's South East New York ('SENY') Power Plants. The Authority's SENY Power Plants will utilize AFP and GCI to provide periodic inspection/testing of the wet pipe fire sprinkler system, dry pipe fire sprinkler system, standpipe and hose system, pre-action and deluge fire sprinkler system, Electric Fire Pump, Diesel Fire Pump and fire alarm system. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Four firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Two proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contracts to AFP and GCI which are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an intended term of five years, subject to the Trustees' approval, which is hereby requested. This contract will begin on July 15, 2020 and end on July 14, 2025. Approval is also requested for the aggregate amount expected to be expended for the term of the contract, \$3 million.

Utility Operations – Maintenance Resource Management

The proposed non-personal services contract with **Eggan Excavating & Equipment Company, Inc. ('Eggan') (C19-001600MG)** would provide Emergency Spill Response and Environmental Services to the Clark Energy Center. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Twenty firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Two proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Eggan which is technically and commercially qualified and meets the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$80,000.

Utility Operations – Maintenance Resource Management

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contract with **Aviation Services Unlimited LLC ('ASU') (C19-001547MG) (4500319111)**, the Authority's current aircraft service provider, to ensure continuous operational and maintenance service became effective January 31, 2020, for the initial interim award amount of \$100,000, subject to the Trustee's approval, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. The proposed personal services contracts with **Right Brother Aviation LLC ('RBA')** and **South American Jets LLC ('SAJ') (C19-001547MG)** would also provide Helicopter services and these contracts will start on or about April 1, 2020. The Authority utilizes helicopter services for operational and maintenance purposes as well as for emergency response and situational awareness. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Three firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Three proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contracts to ASU, RBA and SAJ which are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts are for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate amount expected to be expended for the term of the contract, \$6 million (\$2 million to each contractor).

Utility Operations – Operations

The proposed personal services contract with **Energetix Corporation ('Energetix') (Q20-6898TK)** would provide the Authority (and the Canal Corporation) on-site and off-site drug and breath alcohol testing services. The Authority (and the Canal Corporation) mandate on-site and off-site drug and breath alcohol testing services to achieve compliance with all requirements of the Omnibus Transportation Employee Testing Act ('OTETA') and United States Coast Guard (USCG) (46 CFR Parts 4 and 16). Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised on the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Five firms / entities were listed as having been invited to, or requested to participate in, the Ariba event. Two proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Energetix which is technically and commercially qualified and meets the bid requirements as the lowest-priced bidder among responsive and responsible offerors. The contract is for an intended term of five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$100,000.

Utility Operations – Research & Technology Development

Due to the need to provide contiguous services, the personal services sole source contract with **Electric Power Group LLC ('EPG') (4500318163)** which provides maintenance on the Real Time Dynamic Monitoring System ('RTDMS') and the DataNXT system, became effective as of January 1, 2019. This contract has a three-year term with the option to extend for two additional years. Staff requests approval for the interim period ending March 31, 2020 and recommends the award of a contract to EPG on a sole source basis as they are uniquely familiar with the Authority's specific needs and ongoing project requirements. The contract is for an intended term of three years, ending December 31, 2021, with an option to renew for two additional years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, \$210,000.

Extensions and/or Additional Funding Requests:

Human Resources & Administration – Talent Acquisition

On October 1, 2016, the Authority issued five-year (three-year award with options to extend up to two additional years) non-personal services contracts to **ASR International Corp. ('ASR') (4600003212)**, **Datrose ('Datrose') (4600003210)**, **Eclaro International, Inc. ('Eclaro') (4600003211)**, **Infinity Consulting Solutions, Inc. ('ICS') (4600003213)**, **Kforce, Inc. & Subsidiaries ('Kforce') (4600003214)**, **LanceSoft, Inc. ('LanceSoft') (4600003217)**, **Mindlance, Inc. ('Mindlance') (4600003215)**, **Monroe Staffing Services LLC ('Monroe') (4600003218)**, **Nexus Staffing, Inc. ('Nexus') (4600003219)**, **Rangam Consultants, Inc. ('Rangam') (4600003226)**, **Reinhard Madison Approach Staffing, Inc. dba Madison Approach Staffing, Inc. ('Madison') (4600003216)**, **Solomon Page Group LLC ('SPG') (4600003220)**, **TTI of USA, Inc. ('TTI') (4600003221)**, **vTech Solution, Inc. ('vTech') (4600003222)**, and **WisEngineering, LLC ('WisE') (4600003224)** in the aggregate amount of \$15 million to provide temporary staffing services. In order to achieve business objectives, a portion of the Authority's staffing is filled through short-term use of contingent workers to meet work demands, for staff augmentation purposes, to meet project delivery schedules or to obtain unique skillsets. These contracts have been successful in facilitating short-term staffing solutions Authority-wide. The additional funding requested addresses Human Resources staff augmentation for all business units Authority-wide. Staff requests Trustee approval for additional funding in the amount of \$9 million. It should be noted that Datrose, Eclaro and Nexus are NYS certified Minority-owned Business Enterprises, Madison is a NYS certified Women-owned Business Enterprises, and Rangam and WisE are NYS certified Minority-and Women-owned Business Enterprises.

Law – Legal Services

The **Fox Rothschild LLP ('Fox') (PO# 4500276754)** law firm provides legal representation to the Authority in connection with litigation and arbitration proceedings relating to six separate construction projects undertaken by the Authority on behalf of energy services customers. Two of the matters have been concluded and in the remaining four matters the Authority is both a defendant in claims brought against the Authority by our contractors and a plaintiff asserting claims against the contractors. If successful in all matters, the Authority could recover up to \$20 million. Simultaneously, the Authority is defending against approximately \$17 million in claims against which the Authority has good defenses. In all the matters, there has been substantial document production and the use of subject matter construction expert witnesses resulting in increased litigation expenses. This contract was effective as of August 29, 2016 for a term of one year with an approved amount of \$350,000. An additional \$500,000 and a contract extension for three years (through August 28, 2020) was approved at the September 26, 2017 Trustee meeting. Since that time, the legal work has increased when a settlement could not be reached with an implementation contractor ('RCMT, Inc.'). The RCMT, Inc. claims and counter-claims are being resolved through arbitration. The hearing / testimony portion of the arbitration proceeding has recently concluded. Funding of \$2 million and \$2.25 million was added by the Trustees on March 20, 2018 and October 2, 2018, respectively. Additional funding of \$3.5 million was added by the Trustees on March 26, 2019. The associated construction projects are ongoing. At each stage of the proceeding's settlement efforts have been unsuccessful. The Trustees are requested to approve additional funding in the amount of \$450,000, of which \$250,000 was requested on an interim basis, and an extension of the contract for one year through August 27, 2021. The total contract value of \$9.05 million. This increase in funding is being sought to continue with pending litigation services.

FISCAL INFORMATION

Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2019 Approved Operating or Capital Budget. Funds for subsequent years, where applicable, will be included in the budget submittals for those years. Payment will be made from the Operating or Capital Fund, as applicable.

Funds required to support contract services for capital projects have been included as part of the approved capital expenditures for those projects and will be disbursed from the Capital Fund in accordance with the project's Capital Expenditure Authorization Request, as applicable.

RECOMMENDATION

The Senior Vice President – Operations Support Services and Chief Engineer; the Senior Vice President – Power Supply; the Senior Vice President – Clean Energy Solutions; the Senior Vice President – Technology & Innovation; the Senior Vice President – Strategy & Corporate Development; the Vice President – Engineering; the Vice President – Project Management; the Vice President – Head of e-Mobility & Grid Flexibility; the Vice President – Environmental Health & Safety; the Vice President – Energy Resource Management; the Vice President – HR & Organizational Development; the Chief of Staff for COO the Regional Manager of SENY; the Regional Manager of Transmission; the Regional Manager of Northern NY; Assistant General Counsel; recommend that the Trustees approve the award of multiyear procurement (services) and other contracts to the companies listed in Exhibit '5b i-A' and the extension and/or funding of the procurement (services) contracts listed in Exhibit '5b i-B,' for the purposes and in the amounts discussed within the item and/or listed in the respective exhibits.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority, the award and funding of the multiyear procurement services contracts set forth in Exhibit '5b i-A,' attached hereto, are hereby approved for the period of time indicated, in the amounts and for the purposes listed therein, as recommended in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority, the contracts listed in Exhibit '5b i-B,' attached hereto, are hereby approved and extended for the period of time indicated, in the amounts and for the purposes listed therein, as recommended in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

c. Real Estate

i. Land Lease for Bulk Energy Storage Project

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize entry into a lease with 174 Power Global, dba as East River ESS, LLC., (the 'Lessee') for up to 4.4 acres of land, owned by the Authority, located adjacent to the Eugene W. Zeltmann Power Project in Astoria, Queens.

BACKGROUND

The Authority is looking to continue its long history in large-scale energy storage through the support of Governor Andrew M. Cuomo's ramped up clean energy agenda, which includes achieving 1,500 megawatts of storage by 2025 and 3,000 megawatts by 2030.

In August 2019, the Authority issued a Request for Proposals ('RFP'), Q19-6775SR, to solicit proposals from qualified developers ('Proposers' or 'Bidders') interested in leasing property for the development and construction of a new front-of-the-meter energy storage facility ('Project') that would participate in the Consolidated Edison Company of New York, Inc. ('Con Edison') Bulk Energy Storage Scheduling and Dispatch RFP issued on July 15th ('Con Edison RFP'). Seven (7) firms submitted proposals and, following a cross-functional evaluation, four (4) firms were given contingent awards as they were determined to be the most advantageous to the Authority considering price, viability, and other factors. In December 2019, lease negotiations commenced with the contingent awardee selected as a finalist under the Con Edison RFP, 174 Power Global. No lease will be entered into with the remaining three (3) contingent awardees.

The property referenced is owned by the Authority and is approximately 4.4 acres in total, located on the Astoria complex in Queens, directly adjacent to the Eugene W. Zeltmann Administrative Building. This land has been vacant since decommissioning concluded in 2012.

The Authority's Real Property Expenditure Authorization Procedures require the Trustees' approval of any lease of real property where the annual rental value is in excess of \$100,000 or the term is in excess of ten (10) years.

DISCUSSION

The proposed initial term will be twenty (20) years to commence on or before December 31, 2022. Construction will not begin until the New York State Environmental Quality Review ('SEQR') has been completed. An appraisal was undertaken to determine the baseline market rent of the subject site; the annual rent will be greater than the appraised value with terms most advantageous to the Authority. Execution of the lease will be contingent upon execution of a contract between the Lessee and Con Edison.

RECOMMENDATION

The Executive Vice President and Chief Commercial Officer recommends that the Trustees approve the entry into a lease with 174 Power Global, dba as East River ESS, LLC., for up to 4.4 acres of land located adjacent to the Eugene W. Zeltmann Power Project.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below."

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the President and Chief Executive Officer and the Executive Vice President and Chief Commercial Officer – Commercial Operations be, and hereby are, authorized to enter into a lease with 174 Power Global, dba as East River ESS, LLC for up to 4.4 acres of land located on the Astoria complex in Queens, New York on substantially the terms set forth herein, subject to approval of lease documents by the Executive Present and General Counsel or his designee; and be it further

RESOLVED, That the Vice President – Enterprise Shared Services, or designee, is hereby authorized to execute any and all other agreements, papers or instruments on behalf of the Authority that may be deemed necessary or desirable to carry out the foregoing, subject to approval by the Executive Vice President and General Counsel; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

d. Annual Report

i. Annual Review and Approval of Guidelines for the Investment of Funds and 2019 Annual Report on Investment of Authority Funds

The President and Chief Executive Officer submitted the following report:

"SUMMARY"

The Trustees are requested to review and approve the attached 2019 Annual Report on Investment of Authority Funds and amendment to the Guidelines for the Investment of Funds (Exhibit '5d i-A').

BACKGROUND

Section 2925 of the Public Authorities Law requires the review and approval of an annual report on investments. Pursuant to the statute, the attached report includes Investment Guidelines that set standards for the management and control of the Authority's investments; total investment income; a statement of fees paid for investment management services; the results of an independent audit; a detailed inventory report for each of the Authority's investment portfolios as of December 31, 2019; and a summary of transactions with brokers, dealers and banks. The approved annual report is filed with the State Division of the Budget, with copies to the Office of the State Comptroller, the Senate Finance Committee and the Assembly Ways and Means Committee. The report is also available to the public upon written request.

DISCUSSION

1. Overview of 2019 Annual Report on Investment of Authority Funds

In 2019, the Authority's investment portfolios, exclusive of the separately managed Other Post-Employment Benefits Trust Fund averaged approximately \$927 million with a December 31, 2019 cost of \$787.2 million and market value of \$794.2 million, representing a mark-to-market gain of approximately \$7.0 million. At year-end, \$773.3 million in cash and investments was held in the Authority's Operating Fund with the remainder held in construction funds and restricted funds. The Operating Fund was created by the Authority's General Resolution Authorizing Revenue Obligations adopted on February 24, 1998. A number of internal reserves have been established within the Operating Fund, as follows (year-end balances noted in parentheses):

- Debt Service Reserve (\$16 million) – The Debt Service Reserve is funded monthly to ensure that sufficient amounts are available to pay debt service obligations when due. The Authority's forecasted scheduled principal and interest payments presently total approximately \$90 - \$110 million per year.
- Energy Hedging/Fuel Reserve (\$71 million) – This Reserve was established to have funds available for use as collateral that may be required to support the Authority's authorized fuel and energy hedging transactions and to maintain funds to match a federal obligation to pay for the processing and final disposition of spent nuclear fuel burned by the Authority when it owned the Indian Point #3 and James A. FitzPatrick nuclear plants. On February 3, 2009, the Trustees approved the temporary transfer to the State of New York ('State') of \$215 million held in this Reserve for the spent fuel obligation to assist with the State's budgetary deficits. The temporary asset transfer was completed on February 25, 2009 and, in accordance with the terms and conditions of a second amended Memorandum of Understanding between the NYS Director of the Division of Budget and the Authority, is due to be returned to the Authority in six annual installments that began in 2017. The first of these installments of \$22 million was received on September 26, 2017, with the second installment of \$22 million received on September 21, 2018 and third installment of \$43 million received on October 1, 2019. The December 31, 2019 spent fuel obligation was \$228 million.

- Capital Project Reserve (\$311 million) – This amount is being set aside to partially fund major new investments in energy infrastructure by the Authority. In order to minimize customer costs, maintain the Authority's financial metrics and maintain ready access to the capital markets, it has been determined that the major investments should be financed with a portion funded by debt and a portion funded by Authority cash or, in effect, its 'equity.' This Reserve has been established to provide this equity. On February 3, 2009, the Trustees approved a temporary transfer of \$103 million from the Capital Project Reserve to the State to assist with the State's budgetary deficits and reaffirmed the transfer on July 28, 2009. The temporary asset transfer was completed in September 2009, and in accordance with the terms and conditions of an amended Memorandum of Understanding between the NYS Director of the Division of Budget and the Authority, was scheduled to be returned to the Authority in five annual installments beginning in 2014. The first of these installments of \$18 million was received on October 1, 2014, with the second installment of \$21 million received on September 17, 2015. The third installment of \$21 million was received on September 22, 2016. The fourth installment of \$22 million was received on September 26, 2017. The fifth and final installment of \$21 million under a second amended MOU was received on September 21, 2018

Western New York Economic Development Fund (\$10 million) – On March 30, 2012, Governor Cuomo signed into law the Western New York Power Proceeds Allocation Act (the 'Act'), which authorizes net earnings from the sale of unallocated Expansion Power and Replacement Power from the Authority's Niagara power project, as deemed feasible and advisable by the Trustees, to be deposited into the Western New York Economic Development Fund ('WNYEDF'). The net earnings deposited into the WNYEDF will be utilized to fund economic development projects by private businesses, including not-for-profits, which are physically located within New York State and within a thirty-mile radius of the Niagara power project.

- Northern New York Economic Development Fund (\$5 million) – On December 30, 2014, Governor Cuomo signed into law the Northern New York Power Proceeds Allocation Act, which authorizes net earnings from the sale of up to 20 MW of unallocated firm St. Lawrence County Economic Development Power from the Authority's St. Lawrence-FDR power project, as deemed feasible and advisable by the Trustees, to be deposited into the Northern New York Economic Development Fund ('NNYEDF'). The net earnings deposited into the NNYEDF will be utilized to fund economic development projects and businesses in St. Lawrence County. After five years, only up to 10 MW of unallocated power will be monetized for economic development.
- Operating Reserve (\$415 million) – The Operating Reserve includes a reserve for working capital and emergency repairs to the Authority's projects. The Authority's Trustees have established a minimum reserve amount of \$175 million for this purpose and funds cannot be released for 'any lawful corporate purpose' (pursuant to Section 503(1)(e) of the Bond Resolution) unless this minimum reserve level is satisfied. The December 31, 2019 Operating Reserve of \$415 million reflects this \$175 million minimum, plus the amount staff deems prudent to provide for uncertainties in cash flows and commitments related to certain statewide economic development programs.

In addition to the Operating Fund, as of December 31, 2019, the Authority separately held a total of \$23.2 million in cash and investments from the proceeds of bond and note issuances in its Construction portfolios. These funds are earmarked for construction projects currently under way, such as the St. Lawrence Life Extension and Modernization Project and improvements pursuant to the Niagara Relicensing Settlement Agreements.

The Authority's portfolios earned approximately \$17.0 million in investment income in 2019, a \$1.1 million increase from the investment income earned in 2018. The rising interest rate environment early in the year allowed the reinvestment of maturing securities to higher yielding instruments. As of December 31, 2019, the Authority's portfolios yielded 1.99%.

As of December 31, 2019, the portfolio was comprised of government-sponsored agency securities (73%), municipal securities (11.74%), treasuries (28.3%), certificates of deposit and repurchase agreements, and money market funds (11.7%).

Other Post-Employment Benefits Trust (\$686 million)

The Authority's Other Post-Employment Benefits Trust ('OPEB Trust') was established in 2007 as authorized by the Authority's Trustees at their December 19, 2006 meeting to provide for medical, prescription drug, life and other long-term care benefits offered by the Authority for retirees and eligible beneficiaries. The OPEB Trust allows for investments in a diversified portfolio of assets, including domestic and international equity securities, domestic and international fixed-income securities, public Real Estate Investment Trusts and a U. S. Treasury Money Market fund. During 2007 and 2008, the Authority deposited a total of \$225 million into the OPEB Trust to partially fund its actuarial accrued liability. On October 25, 2011, the Authority's Trustees approved on-going annual funding of the OPEB Trust in order to strengthen the Authority's financial position. Contributions totaling \$114.7 million, which represented the net obligation for the years 2009 through 2015, were made to the OPEB Trust in accordance with the Trustees authorization.

As of December 31, 2019, the OPEB Trust's market value was approximately \$686 million, representing an annualized return of 21.35% for 2019. The return performance was attributable to significant fourth quarter market gains across asset classes, especially in international and domestic equities, and real estate.

Investment management and advisory fees associated with the OPEB Trust Fund totaled \$2,034,056 in 2019 and were paid from such Trust Fund. These fees and the firms paid are detailed in Section III (B) of the attached report.

2. Amendments to Investment Guidelines

The Investment Guidelines and procedures have not been amended since last presented to and approved by the Trustees at their meeting of March 26, 2019. Several edits (shown in Exhibit '5d i-B' as tracked changes) are recommended to adapt to changes in the short-term liquidity markets. First, Staff recommends adding Guaranteed Investment Contracts ('GICs'), Certificates of Deposit purchased through the respected Certificate of Deposit Registry Service ('CDARS') program, and reverse repurchase agreements. In addition, repurchase agreements may be executed for up to 30 days, with a total limit increased to \$250 million. These changes are consistent with the guidance in the State Comptroller's Investment Guidelines for Public Authorities. Second, Staff recommends increasing the allowable percentage of Money Market Funds within the portfolio to 40%, but limiting purchase of any single fund to \$50 million. Such funds can be invested in U.S government securities, offering both the lowest risk and highest liquidity. Third, Staff recommends establishing a formal Treasury Investment Committee, comprised of the EVP and Chief Financial Officer, Chief Risk Officer, Treasurer, Controller, and VP Finance, or those designated by the EVP and CFO.

With the inclusion of the suggested changes, the amended Investment Guidelines remain fundamentally sound and meet the requirements of the Authority. Furthermore, these Guidelines continue to meet the requirements of Section 2824(1)(e) of the Public Authorities Law, which requires the Authority's Trustees to establish written policies and procedures with respect to investments.

RECOMMENDATION

The Treasurer recommends that the Trustees approve the attached 2019 Annual Report on Investment of Authority Funds and amendment to the Guidelines for the Investment of Funds.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the 2019 Annual Report on Investment of Authority Funds and amendment to the Guidelines for the Investment of Funds be, and hereby is, approved; and be it further

RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

e. Canal Corporation

i. Procurement (Services) Contract – Cooperative Service Agreement for Wildlife Services – Contract Award

The President and Chief Executive Officer submitted the following report:

SUMMARY

The Board of Directors ('Board') is requested to approve the award of a Cooperative Service Agreement between the New York State Canal Corporation ('NYSCC'), the U.S. Department of Agriculture ('USDA'), Animal Plant Health Inspection Services ('APHIS') and Wildlife Services ('WS') for a term of five years in the amount of \$405,860 on a single-source basis to protect the agriculture and other resources from damage associated with wildlife on lands controlled and owned by NYSCC and New York State. WS activities are also conducted in cooperation with other Federal, State, and Local agencies. Due to the need to commence services, the Cooperative Service Agreement began on January 1, 2020 and is expected to conclude by the contract completion date of December 31, 2024.

In accordance with the New York State Canal Corporation's ('NYSCC's') Procurement Guidelines and Expenditure Authorization Procedures ('EAPs'), the Board's approval is required when the award of service contracts and/or purchase order releases exceeds one year in term. Due to the need to commence services, approval for the interim period of January 1, 2020 through March 31, 2020 and an interim award in the amount of \$81,172, which is included in the total recommended amount noted above, will also be requested.

BACKGROUND

On January 1, 2017, NYSCC was transferred from New York State Thruway Authority and became a subsidiary of the New York Power Authority ('NYPA'). NYSCC is responsible for managing the New York State Canal System which is a navigable 524-mile inland waterway that spans upstate New York. The waterway connects the Hudson River with Lake Champlain, Lake Ontario, Cayuga Lake, Seneca Lake, and Lake Erie via the Niagara River.

Since January 1, 2017, NYSCC has requested assistance from APHIS WS to reduce damage to equipment, property and threat to human health and safety caused by woodchucks, beavers, and muskrats.

The Canal system bisects the State of New York across many types of habitat. Whenever woodchucks, beaver, or muskrat occupy areas alongside canals, earthen dams, trestles, or culverts their damming or burrowing activities and impounding of water can cause serious damage to the canals, earthen dams, or adjacent roads by allowing saturation of these structures. These types of damage are widespread problem for NYSCC.

DISCUSSION

A single-source procurement is warranted as the APHIS WS program uses a unique Integrated Wildlife Damage Management ('IWDM') approach (sometimes referred to as Integrated Pest Management ('IPM')) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage.

FISCAL INFORMATION

All associated expenditures will be paid from the Canal Corporation's capital or operating fund, as appropriate.

RECOMMENDATION

The Eastern Division Canal Engineer and the Albany Canal Division Headquarters Engineer recommend that, based on the evaluation, the single-source personal services cooperative agreement related to Inquiry No. K20-1029964JO for Cooperative Service Agreement be awarded between New York State Canal Corporation, the U.S. Department of Agriculture, Animal Plant Health Inspection Services and Wildlife Services, effective January 1, 2020, in the amount of \$405,860, for a term of up to five years, with an interim approval in the amount of \$81,172, to meet and maintain the project schedule.

For the reasons stated, I recommend the approval of the above-requested action by adoption of the resolution below.”

The following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That pursuant to the Canal Corporation’s Procurement Guidelines and Expenditure Authorization Procedures, approval is hereby granted to award a single-source Cooperative Service Agreement related to Inquiry No. K20-1029964JO for wildlife management services between New York State Canal Corporation, U.S. Department of Agriculture, Animal Plant Health Inspection Services, and Wildlife Services in the amount of \$405,860 for a duration of five years commencing January 1, 2020, including interim funding in the amount of \$81,172, as recommended in the foregoing report of the President and Chief Executive Officer;

<u>Contractor</u>	<u>Amount</u>
U.S. Department of Agriculture Animal Plant Health Inspection Services Wildlife Services Rensselaer, NY (K20-1029964JO)	<u>\$405,860</u> 5 years

AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, and all other officers of the Canal Corporation are, and each of them hereby is, authorized on behalf of the Canal Corporation to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

f. Governance Matters

**i. Minutes of the Regular Joint Meeting of the
New York Power Authority's Trustees and
Canal Corporation's Board of Directors
held on January 29, 2020**

The Minutes of the Regular Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on January 29, 2020 were unanimously adopted.

6. **Next Meeting**

The regular joint meeting of the New York Power Authority's Trustees and the Canal Corporation's Board of Directors will be held on May 19, 2020 **at the Clarence D. Rappleyea Building, White Plains, New York**, unless otherwise designated by the Chairman with the concurrence of the Trustees.

Closing

On motion made by member Dennis Trainor and seconded by member Tracy McKibben, the meeting was adjourned at approximately 12:21 p.m.

Karen Delince

Karen Delince
Corporate Secretary

POWER AUTHORITY OF THE STATE OF NEW YORK
AND
NEW YORK STATE CANAL CORPORATION

EXHIBITS

For

March 31, 2020

Joint Annual

Meeting Minutes



**NY Power
Authority**

**Canal
Corporation**

Board of Trustees Meeting

March 31, 2020



**NY Power
Authority**

**Canal
Corporation**

President and Chief Executive Officer's Report

Gil Quiniones

President & Chief Executive Officer

March 31, 2020

Our Response To The COVID-19 Crisis

Agenda

- Our Focus
- Enterprise Operations
- Customer Connections
- Financial Management
- Board Requested Actions
- Finance Committee Report – Committee Chair, Tracy McKibben
- Our Call To Action

Our Focus

Our Focus

- Lead and leverage our scale, strength and expertise in responding to this crisis
- Protect the health and safety of our employees, customers, partners and the general public
- Sustain NYPA's core generation and transmission operations no matter what
- Support reliability and availability of the NYS power grid in partnership with utilities, generators and the NY Independent System Operator
- Coordinate emergency response efforts with NYS government
- Collaborate with our federal partners such as the Department of Energy, Department of Homeland Security, Federal Energy Regulatory Commission and North American Electric Reliability Corporation via the Electricity Subsector Coordinating Council

Enterprise Operations

Enterprise Operations: Strategic Actions

- Activated business continuity and pandemic plans and playbooks
- Formed our internal COVID-19 Task Force in January 2020
- Formed incident command structure (ICS) in February 2020
- Opened our emergency operations center (EOC) in March 2020
- Deployed employee awareness training
- Launched our internal and external crisis communications system

Enterprise Operations: Tactical Actions

- Declared “all-hands on deck” mode at NYPA and Canals
- Mandated all non-essential employees to work remotely
- “Paused” all capital and operations & maintenance projects at NYPA and Canals
- Focus on safe, secure and reliable operations
- Closed visitor centers and cancelled community-based activities
- Conduct daily wellness screenings and temperature checks at all NYPA locations
- Sequestered in place power plant control room and transmission control center operators
- Coordinate operations with NYS utilities, generators and the NYISO

Customer Connections

Customer Connections

- Called every customer to check their status
- Monitor demand and consumption patterns daily
- “Paused” customer-sited energy solutions projects (energy efficiency, solar, storage, EV, NYEM, etc.)
- Re-started critical safe and secure projects at health care facilities and local government facilities
- Note: We heard directly from our customers and many of them will be in financial distress with potential credit downgrades and liquidity crises – especially our economic development customers.

Financial Management

Financial Management: Context

- We have the strength, scale and expertise to respond to this crisis and to help our customers and the State of New York
- We are well positioned...we will weather this storm
- Strong Balance Sheet
- “AA” rating

With that said,

- NYPA's revenue and gross margin under pressure from very low wholesale electricity and natural gas prices
- Volatile credit markets
- No forward visibility

Financial Management: Actions Already Taken

- “Paused” all capital and operation & maintenance projects at NYPA and Canals for 6 months
 - “Paused” all customer-sited energy solutions projects for 6 months
 - Frozen all discretionary expenses for 6 months
 - Engaged every employee to “lean-in”
 - Add mission-critical employees, as needed, over the next 6 months
 - Restart strategic projects and initiatives opportunistically as visibility improves
-
- Note: These actions will conserve cash to meet short-term business needs and defer expenditure of approximately \$500 - \$600 million into 2021

Financial Management: Proposal 1 – Modified Debt Issuance

- Background: NYPA's 2020 approved budget included a plan to refinance existing debt and issue new debt totaling \$950 million to support our strategic plan.
- Proposed Action: Seek authority from the Board of Trustees to issue up to an additional \$550 million in debt and bring the total debt issuance to between \$1 billion and \$1.5 billion depending on credit market conditions to meet the business needs of the Authority during this crisis and beyond
- Goal: Maximize financial flexibility of NYPA and extend much needed assistance to our economic development customers

Financial Management: Proposal 2 – Initial Customer Assistance Program

- Cancel scheduled rate increase in 2020
- Provide a 6-month utility bill payment forbearance (March 2020 – August 2020) for NYPA's economic development customers
- Design an 18-month (September 2020 – February 2022) utility bill repayment plan with zero interest and no penalty
- Help preserve private sector jobs and economic stability statewide

Board of Trustees Requested Actions

Economic Development Customer Assistance Program

Requested Trustee Action: Approval of two temporary measures to provide relief for ReCharge New York, Western New York - Expansion Power & Replacement Power, and Preservation Power customers:

1. Suspension of the Annual Adjustment Factor for rate changes, otherwise slated to take effect July 1st
 - Currently projected increase: 0.5%
 - Impacted rate year: July 1, 2020 – June 30, 2021
2. Option for customers to defer bill payments, beginning with March 2020 invoices, for up to 6 months with repayments spread over 18 months, interest and penalty free

Requested Action – Issuance of Series 2020 Revenue Bonds

Staff revised proposal to increase capacity and flexibility based on Finance Committee discussion

2020 Plan of Finance	Current Proposal	Original Proposal
New Debt Issuance	Up to \$1.5 billion in Revenue Bonds, bond anticipation notes, commercial paper, term loans or revolving loans	Up to \$950 million in Revenue Bonds
Revolving Loan Facility	Increase by up to \$250mm, extend term for repayment, arrange new facility and make other changes, as needed	
Commercial Paper Program	Expand authorized uses to include any valid corporate purpose of the Authority	

Issuance of Series 2020 Revenue Bonds - Plan and Schedule

- **March 6 - NYPA Board Meeting Authorization**
 - Distribute first draft of documents
 - Prepare rating agency presentations
 - Finalize model and tax analysis
- **Week of April 6**
 - Rating agency presentations / discussions (they require two weeks review and confirm rating)
 - Circulate first draft of internet roadshow
 - Receive and respond to due diligence questions
- **Week of April 13**
 - Due diligence call
 - Receive indicative ratings
- **April 16**
 - Market update call to decide if going long term or short
- **Friday April 17**
 - Mail Preliminary Official Statement
- **Week of April 20**
 - Marketing /investor calls
 - Special Finance Committee Meeting
- **April 27**
 - Special Board of Trustees Meeting
 - Price bonds/ sign bond purchase agreement
- **May 4**
 - Mail Official Statement
- **May 11**
 - Pre closing / closing



**NY Power
Authority**

**Canal
Corporation**

POWER AUTHORITY OF THE STATE OF NEW YORK**PROPOSED ISSUANCE OF ONE OR MORE SERIES OF
2020 REVENUE BONDS, PROPOSED AMENDMENT OF EXISTING
RESOLUTIONS REGARDING COMMERCIAL PAPER NOTES,
PROPOSED AMENDMENT OF REVOLVING CREDIT AGREEMENT
RELATING TO COMMERCIAL PAPER NOTES AND RELATED
ACTIONS AND APPROVALS**

WHEREAS, the Authority proposes to issue multiple series of bonds, notes and or other forms of debt (collectively, the “Series 2020 Bonds”), simultaneously or at different times in an aggregate principal amount of not more than \$1,500,000,000 outstanding at any time for the following purposes: (i) refunding all or a portion of the Commercial Paper Notes issued by the Authority, including, without limitation, any Commercial Paper Notes (the “Interim Notes”) issued by the Authority to refund the Authority’s Series 2007 A Revenue Bonds and Series 2007 C Revenue Bonds; (ii) refunding all or a portion of the Authority’s Series 2011 A Revenue Bonds, (iii) financing and reimbursing capital expenditures and construction work in progress for the period 2017 - 2019 related to NYPA’s Transmission Assets, the St. Lawrence generation facility, the Niagara generation and Lewiston pump assets and other generation and asset expenditures, (iv) financing and reimbursing expenditures incurred and to be incurred pursuant to the Authority’s 2020-2023 Approved Budget and Financial Plan for Power Generation, Transmission, Energy Solutions and Information Technology improvements, (v) paying and reimbursing financing costs related to the issuance of the Authority’s debt obligations, including underwriters’ discount, structuring fees, any insurance premiums, credit enhancement or liquidity fees related to obtaining any municipal bond insurance policy, other credit enhancement or liquidity facilities determined to be necessary or desirable, swap terminations and other costs incurred by the Authority in connection therewith, and (vi) paying principal and interest on any bond anticipation notes issued for any of such purposes;

WHEREAS, on February 24, 1998, the Authority adopted its General Resolution Authorizing Revenue Obligations (the “General Bond Resolution”), which, consistent with the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time, authorizes special obligations of the

Authority (hereinafter “Obligations”), in accordance with the terms thereof for any lawful purpose;

WHEREAS, the General Bond Resolution requires that the issuance of each series of Obligations by the Authority shall be authorized by a supplemental resolution or resolutions of the Authority adopted at or prior to the time of issuance, subject to further delegation to certain officers to establish the details of the terms of such Obligations;

WHEREAS, the Authority adopted an Eleventh Supplemental Bond Resolution to the General Bond Resolution on November 7, 2016 (the “2016 Supplemental Resolution”) authorizing the issuance of one or more series of Obligations to finance certain of the purposes and costs now proposed to be financed, but no Obligations were issued thereunder:

WHEREAS, duly authorized officers of the Authority have caused to be prepared and submitted to the Trustees an amended and restated form of the 2016 Supplemental Resolution (such amended and restated form of Supplemental Resolution being hereinafter referred to as the “Eleventh Supplemental Resolution”), attached to this resolution as **Exhibit A-1**, which authorizes the issuance of one or more series of Series 2020 Bonds for the purposes of implementing the associated plan of finance;

WHEREAS, implementation of any financing will depend upon market conditions, final decisions as to which particular costs will be funded and other factors, and as a result thereof, the Authority may issue the Series 2020 Bonds as fixed rate or variable rate bonds or notes, as tax-exempt or taxable bonds or notes, or as combinations thereof;

WHEREAS, to the extent that Series 2020 Bonds are issued bearing fixed rates, such Series 2020 Bonds, at the date of their issuance, shall have a true interest cost not to exceed 7.5 percent, and to the extent that any Series 2020 Bonds are issued bearing variable rates, the initial rate or rates applicable to such Series 2020 Bonds at the date of their issuance shall not exceed 7.5 percent;

WHEREAS, it is anticipated that one or more contracts of purchase may be entered into with underwriters selected by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, or Treasurer (each a “Designated Officer”) from a prequalified underwriting pool of Senior Managers, Co-Managers and Selling Group members approved by the Trustees at the March 31, 2020, Board Meeting (the “Prequalified Underwriting

Pool”) which contracts of purchase will be in substantially the form of the Contract of Purchase previously entered into in connection with the sale of the Authority’s Series 2015 A Revenue Bonds (the “Series 2015 Bonds”), and in the event that one or more private placement, financing, or forward purchase or delivery agreements may be entered into, with such changes, insertions, deletions, amendments and supplements as any Designated Officer may approve, subject to the requirements of the Eleventh Supplemental Resolution;

WHEREAS, it is anticipated that one or more series of the Series 2020 Bonds may be issued as “green bonds”;

WHEREAS, a Preliminary Official Statement relating to the Series 2020 Bonds is expected to be made available to potential purchasers of the Series 2020 Bonds, a draft form of which is attached to this resolution as **Exhibit A-2**;

WHEREAS, the Authority entered into that certain 2019 Revolving Credit Agreement, dated as of January 16, 2019, among the Authority, the banks identified therein (the “Banks”) and JP Morgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”);

WHEREAS, in addition, the Authority entered into that certain Amendment No. 1, dated as of November 8, 2019 to the 2019 Revolving Credit Agreement referred to above among the Banks and the Administrative Agent (as amended, the “2019 Revolving Credit Agreement”);

WHEREAS, pursuant to the Existing Resolutions, as such term is defined in the 2019 Revolving Credit Agreement, the Authority authorized, among other actions, the issuance of certain series of commercial paper notes including Series 1 Notes, Series 2 Notes, Series 3 Notes, Series 4 Notes and Extended Municipal Commercial Paper Notes, as each such term is defined in the Revolving Credit Agreement (collectively “CP Notes”) and established certain terms and conditions applicable to each such series;

WHEREAS, each of the Existing Resolutions relating to CP Notes provides that the purposes for which CP Notes may be issued and the proceeds of the sale of CP Notes shall be applied may be revised for other purposes subsequently approved by the Authority’s Trustees;

WHEREAS, in order to enhance the Authority’s financial flexibility, the Authority proposes amend the Existing Resolutions relating to CP Notes to expand the permissible uses of CP Notes to include any corporate purpose of the Authority;

WHEREAS, in addition, the Authority proposes to further amend the 2019 Revolving Credit Agreement to expand the purposes for which the Authority may borrow amounts thereunder, increase the amount that the Authority may borrow thereunder, revise the terms and conditions upon which amounts borrowed thereunder may be repaid, and otherwise negotiate and revise the terms of the 2019 Revolving Credit Agreement to benefit the Authority;

WHEREAS, to the extent one or more of the Banks or the Administrative Agent are unable or unwilling to accommodate the Authority's proposed revisions, the Authority proposes to enter into a separate revolving credit or term loan agreement with one or more Banks or other financial institutions authorized by the Trustees to enter into such transactions with the Authority to achieve such purposes;

WHEREAS, the Finance Committee of the Trustees has reviewed and considered the proposed issuance of the Series 2020 Bonds and the associated plan of finance and has recommended the approval thereof; and

WHEREAS, the Finance Committee of the Trustees has reviewed and considered the proposed revisions regarding CP Notes and the 2019 Revolving Credit Agreement and the associated plan of finance and has recommended the approval thereof.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. One or more series of the Series 2020 Bonds shall be sold, subject to the limitations described below, to underwriters selected by a Designated Officer from the Prequalified Underwriting Pool, or privately placed with one or more investors or financial institutions, at such prices, with accrued interest, if any, on such Bonds from the date of issue of said Bonds to the date of delivery and payment for said Bonds, as any Designated Officer may approve and as will be in compliance with the requirements of the Eleventh Supplemental Resolution, and pursuant to a Contract of Purchase or a placement, financing, or forward purchase or delivery agreement, and upon the basis of the representations therein set forth.

Section 2. The Designated Officers shall be, and each of them hereby is, authorized on behalf of the Authority, subject to the limitations described below, to execute one or more Contracts of Purchase substantially in the form entered into in connection with the Series 2015 Bonds, providing for the sale of one or more series of the Bonds to said purchasers, and in the event that one or more placement, financing, loan, or forward purchase or delivery agreements with one or more

investors or financial institutions (including, without limitation, federal or other governmental agencies) may be entered into, with such changes, insertions, deletions, amendments and supplements as any Designated Officer may approve, subject to the requirements of the Eleventh Supplemental Resolution, and to deliver it to said purchasers; and that said officers and all other officers of the Authority are each hereby authorized and directed to carry out or cause to be carried out all obligations of the Authority set forth in said Contracts of Purchase or placement, financing, loan or forward purchase or delivery agreements upon execution thereof and that the execution of the Contracts of Purchase or placement, financing, loan or forward purchase or delivery agreements relating to the Series 2020 Bonds by any of said authorized officers be conclusive evidence that any conditions imposed by the Trustees have been satisfied and the sale and issuance of the Series 2020 Bonds has been authorized by the Authority's Board of Trustees.

Section 3. As and to the extent that a Designated Officer determines that it would be advantageous or desirable in current market conditions to issue bond anticipation notes ("Notes") relating to any of the Series 2020 Bonds instead of issuing Series 2020 Bonds, such Designated Officer is hereby authorized to determine whether such bond anticipation notes shall be issued as "Bonds" or "Subordinated Indebtedness" (as defined in the General Resolution) and to arrange for the sale and delivery of Notes in the same manner and on the same terms as Series 2020 Bonds may be sold and delivered hereunder and under the Eleventh Supplemental Resolution. In the event that Notes are issued, the details thereof, including whether such Notes are being issued as Bonds or Subordinated Indebtedness, shall be incorporated in a certificate relating to such Notes (a "Note Certificate") executed by such officer and delivered to the trustee under the General Resolution, along with a copy of this resolution. Any Note issued pursuant hereto shall mature no later than ten years from the date of issue thereof and may be renewed from time to time and may be refunded with the issuance of Series 2020 Bonds. Any Note Certificate delivered pursuant hereto may include such amendments and modifications to the provisions of this resolution and the Eleventh Supplemental Resolution as such officer shall determine necessary and appropriate to effectuate such determinations and details. A copy of such Note Certificate also shall be filed with this resolution into the records of the Authority and, upon such filing, shall be deemed to be a part of this resolution as if set forth in full herein.

Section 3. The Eleventh Supplemental Resolution in the form presented to this meeting (attached hereto as **Exhibit A-1**) and made a part of this resolution as though set forth in full herein, is hereby approved and adopted. The Designated Officers shall be, and each of them hereby is, authorized on behalf of the Authority

to deliver the Eleventh Supplemental Resolution to the Trustee (as defined in the General Resolution), with such amendments, supplements, changes, insertions and omissions thereto as may be approved by the Chairman or the President and Chief Executive Officer, which amendments, supplements, insertions and omissions shall be deemed to be part of such resolution as approved and adopted hereby.

Section 4. The Designated Officers shall be, and each of them hereby is, authorized to make such changes, insertions, deletions, amendments and supplements, to or from the draft form of the Preliminary Official Statement relating to the Series 2020 Bonds (attached hereto as **Exhibit A-2**) as may be approved by any such officer, including, without limitation, such modifications as are necessary to conform such document to the Authority's Annual 2019 Financial Report and the Authority's 2020-2023 Approved Budget and Financial Plan, and upon the completion of any such modifications, such officer is authorized to execute such certificates as may be requested by the underwriters to certify on behalf of the Authority that such Preliminary Official Statement is "deemed final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, subject to the omission of such information as is permitted by such Rule. The distribution of one or more Preliminary Official Statements relating to the Series 2020 Bonds to all interested persons in connection with the sale of such Bonds is hereby approved.

Section 5. The Designated Officers shall be, and each of them hereby is, authorized to adopt and execute on behalf of the Authority one or more final Official Statements or private placement memoranda of the Authority relating to the Series 2020 Bonds, in such form and substance as such officer deems necessary or desirable, and the delivery of each said Official Statement or placement memorandum to the purchasers of said Bonds is hereby authorized, and the Authority hereby authorizes each said Official Statement or placement memorandum and the information contained therein to be used in connection with the sale and delivery of the Series 2020 Bonds.

Section 6. If it is determined to be necessary or advisable, the Designated Officers shall be, and each of them hereby is, authorized on behalf of the Authority to obtain one or more bond insurance policies, credit enhancement facilities or liquidity facilities for each series of the Series 2020 Bonds with such terms and conditions as such officer deems necessary or advisable, and which a Designated Officer may select, covering scheduled payments of principal of and interest on such Bonds, including mandatory sinking fund redemption payments.

Section 7. If it is determined to be necessary or advisable, the Designated Officers shall be, and each of them hereby is, authorized on behalf of the Authority to enter into one or more interest rate exchange agreements relating to any Series 2020 Bonds in a notional amount not greater than the principal amount of the related Series 2020 Bonds, with such terms and conditions and with such counterparties as such officer deems necessary or advisable.

Section 8. The Designated Officers and all other officers of the Authority shall be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to those actions, certificates, agreements and other documents described in the Eleventh Supplemental Resolution; the Contracts of Purchase; any placement, financing, loan or forward purchase or delivery agreements; and the other documents approved today or required in connection with the obtaining of one or more bond insurance policies, credit enhancement facilities, or liquidity facilities, which they, or any of them, may deem necessary or advisable in order to (i) consummate the lawful sale, issuance and delivery of the Series 2020 Bonds; (ii) implement any action permitted to be taken by the Authority under the Eleventh Supplemental Resolution; the Contracts of Purchase; any placement, financing, or forward purchase or delivery agreements; and the other agreements and documents approved today following the issuance of the Series 2020 Bonds; and (iii) effectuate the purposes of the transactions and documents approved today.

Section 9. The Bank of New York Mellon is hereby appointed as Registrar and Paying Agent for the Series 2020 Bonds under the General Resolution and as escrow agent for the Refunded Bonds if an escrow account is established for such Refunded Bonds.

Section 10. The Designated Officers shall be, and each of them hereby is, authorized to execute one or more Continuing Disclosure Agreements relating to the Series 2020 Bonds between the Authority and The Bank of New York Mellon, as Trustee under the General Resolution, in substantially the form of the continuing disclosure agreement attached to the draft Preliminary Official Statement presented to this meeting, each with such changes, insertions, deletions, and supplements, as such authorized executing officer deems in his or her discretion to be necessary or appropriate, such execution to be conclusive evidence of such approval.

Section 11. If it is determined necessary or advisable, based on market events and other considerations, the Designated Officers shall be, and each of them

hereby is, authorized on behalf of the Authority to incur the indebtedness represented by the Series 2020 Bonds in the form of a revolving credit facility or line of credit, subject to the same limitations as to purpose and maximum principal amount outstanding at any time applicable to the Series 2020 Bonds.

Section 12. The Existing Resolutions relating to CP Notes are hereby each amended and supplemented to provide that CP Notes may be issued, and the proceeds of each series of CP Notes shall be applied for the payment of any capital expenditures, operating expenses or any other lawful corporate purpose of the Authority.

Section 13. The Designated Officers shall be, and each of them hereby is, authorized on behalf of the Authority, subject to the limitations described below, to execute amendments to the 2019 Revolving Credit Agreement (a) increasing the borrowing capacity thereunder by not more than an additional \$250,000,000, (b) acknowledging that the Existing Resolutions relating to CP Notes have been amended and supplemented as set forth in Section 11 above and that amounts available thereunder may be borrowed for the Authority's general corporate purposes, (c) extending the term by which amounts borrowed thereunder may be repaid to a date not longer than 15 years from the date of such borrowing, and (d) otherwise renegotiating and revising the terms of the 2019 Revolving Credit Agreement to benefit the Authority; and that said officers and all other officers of the Authority are each hereby authorized and directed to carry out or cause to be carried out all obligations of the Authority set forth in said amendments upon execution thereof and subject to approval as to the form thereof by the Executive Vice President and General Counsel.

Section 14. In the event one or more of the Banks or the Administrative Agent is unwilling or unable to accommodate the Authority's request for the amendments described above, the Designated Officers shall be, and each of them is hereby authorized on behalf of the Authority, execute one or more separate revolving credit or term loan agreements with one or more of the Banks and or the Administrative Agent or other financial institutions authorized by the Trustees to enter into such transactions with the Authority for the same expanded purposes for which CP Notes were authorized to be issued above, subject to the limitations set forth above, and subject to approval as to the form thereof by the Executive Vice President and General Counsel. In addition, if it is determined necessary or advisable, the Designated Officers shall be, and each of them is hereby authorized on behalf of the Authority to incur the indebtedness authorized in Section 13 and this Section 14 as senior lien obligations under the General Resolution.

Section 15. The Designated Officers, and all other officers of the Authority shall be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to effectuate the foregoing resolutions.

EXHIBITS

- Exhibit A-1: Eleventh Supplemental Resolution Authorizing Series 2020 Bonds, as amended and restated
- Exhibit A-2: Draft of Preliminary Official Statement relating to the Series 2020 Bonds

**POWER AUTHORITY OF THE STATE
OF NEW YORK**

ELEVENTH SUPPLEMENTAL RESOLUTION

authorizing

REVENUE BONDS

Adopted on November 7, 2016, as amended and restated March 31, 2020

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ELEVENTH SUPPLEMENTAL RESOLUTION

authorizing

REVENUE BONDS

BE IT RESOLVED by the Trustees of the Power Authority of the State of New York (the “Authority”) as follows:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

101. Supplemental Resolution; Authority. This resolution, adopted on November 7, 2016, as amended and restated on March 31, 2020 (“**Eleventh Supplemental Resolution**”), is supplemental to, and is adopted in accordance with Article VIII of a resolution adopted by the Authority on February 24, 1998, entitled “General Resolution Authorizing Revenue Obligations” (“**General Resolution**” and, as heretofore amended and supplemented and collectively with the Eleventh Supplemental Resolution, the “**Resolution**”), and is adopted pursuant to the provisions of the Act.

102. Definitions. (a) All terms which are defined in Section 101 of the General Resolution shall have the same meanings for purposes of this Eleventh Supplemental Resolution.

(b) In this Eleventh Supplemental Resolution:

“**Beneficial Owner**” means, for any Bond which is held by a nominee, the beneficial owner of such Bond.

“**Bonds**,” “**Bonds of a Series**,” or “**Bonds of any Series**” and words of like import shall mean each or all of a Series of Bonds issued pursuant hereto collectively, as the context may require.

“**Certificate of Determination**” means any certificate of the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or Treasurer of the Authority delivered pursuant to Section 204 of this Eleventh Supplemental Resolution, setting forth certain terms and provisions of the Bonds.

“**Commercial Paper Rate**,” with respect to Bonds of a Series, has the meaning set forth in the applicable Certificate of Determination.

“**Commercial Paper Rate Mode**” means the mode during which Bonds of a Series bear interest at a Commercial Paper Rate in accordance with the applicable Certificate of Determination.

“Credit Facility” means, with respect to any Series of the Bonds, a Credit Facility as defined in the General Resolution.

“Credit Facility Issuer” means the issuer of the Credit Facility specified in Section 308 hereof.

“Daily Rate,” with respect to Bonds of a Series, has the meaning set forth in the applicable Certificate of Determination.

“Daily Rate Mode” means the mode during which Bonds of a Series bear interest at a Daily Rate in accordance with the applicable Certificate of Determination.

“Depository Participant” means any Person for which the Securities Depository holds Bonds as securities depository.

“DTC” means The Depository Trust Company, New York, New York, or its successors.

“Escrow Agent” means any escrow agent for the Interim Notes or the Series 2011 A Revenue Bonds and its successor or successors and any other person which may at any time be substituted in its place.

“Fiduciary” or **“Fiduciaries”** means any Fiduciary (as defined in the General Resolution) and any Tender Agent, or any or all of them, as may be appropriate.

“Fixed Rate” means an interest rate fixed to the Maturity Date of the Bonds of a Series.

“Fixed Rate Mode” means the mode during which Bonds of a Series bear interest at a Fixed Rate in accordance with the applicable Certificate of Determination.

“Interest Period,” with respect to a Series of Bonds, has the meaning set forth in the applicable Certificate of Determination.

“Interim Notes” means the Authority’s Commercial Paper Notes issued to refund the Authority’s 2007 A Revenue Bonds and 2007 C Revenue Bonds or to renew such Commercial Paper Notes.

“Liquidity Facility” means any standby bond purchase agreement, letter of credit or similar obligation, arrangement or instrument issued or provided by a bank, insurance company or other financial institution which provides for payment of all or a portion of the Purchase Price (including accrued interest) of the Bonds of any Series that may be obtained by the Authority pursuant to Section 308 hereof.

“Liquidity Facility Issuer” means the issuer of a Liquidity Facility.

“Mandatory Purchase Date” for any Series of Bonds, means any date specified as such in the applicable Certificate of Determination.

“Maturity Date” means, with respect to any Bond, the final date specified therefor in the applicable Certificate of Determination, which shall not be later than forty years after the date of issuance.

“Maximum Rate” means for Bonds of a Series, such rate as may be specified in the applicable Certificate of Determination; provided, however, that in no event shall the Maximum Rate exceed the maximum rate permitted by applicable law.

“Mode” means the Daily Rate Mode, Term Rate Mode, the Weekly Rate Mode, the Fixed Rate Mode or any other method of determining the interest rate applicable to Bond of a Series permitted under the applicable Certificate of Determination.

“Mode Change Date” means, with respect to Bonds of a Series, the date one Mode terminates and another Mode begins.

“Purchase Date” for Bonds of a Series shall have the meaning set forth in the applicable Certificate of Determination.

“Purchase Fund” means a fund by that name that may be established by a Certificate of Determination pursuant to Section 303 hereof.

“Purchase Price” means the price at which Bonds subject to optional or mandatory tender for purchase are to be purchased as may be provided in the Certificate of Determination.

“Remarketing Agent” means the remarketing agent at the time serving as such for the Bonds of a Series (or portion thereof) pursuant to Section 402 hereof.

“Series 2020 Bonds” shall mean all the Bonds delivered on issuance in a transaction as identified pursuant to Sections 201 and 203 hereof or as identified in the Certificate of Determination regardless of variations in maturity, interest rate, or other provisions.

“Securities Depository” shall mean DTC as the Securities Depository appointed pursuant to Section 203(f) hereof, or any substitute Securities Depository, or any successor to DTC or any substitute Securities Depository.

“Tender Agent” means the Trustee as tender agent appointed for the Bonds pursuant to Section 403 hereof.

“Term Rate,” with respect to Bonds of a Series (or portion thereof), has the meaning set forth in the applicable Certificate of Determination.

“Term Rate Mode” means the mode during which Bonds of a Series (or portion thereof) bear interest at a Term Rate in accordance with the applicable Certificate of Determination.

“Weekly Rate,” with respect to Bonds of a Series, has the meaning set forth in the applicable Certificate of Determination.

“Weekly Rate Mode” means the mode during which Bonds of a Series bear interest at a Weekly Rate in accordance with the applicable Certificate of Determination.

ARTICLE II

AUTHORIZATION OF BONDS

201. Principal Amount, Designation and Series. Pursuant to the provisions of the General Resolution, one or more Series of Obligations entitled to the benefit, protection and security of such provisions are hereby authorized with the following designations, or such other designations as shall be set forth in the Certificate of Determination: the “Series 2020 A Revenue Bonds”, the “Series 2020 B Revenue Bonds”, the “Series 2020 C Revenue Bonds” and the “Series 2020 D Revenue Bonds.” The aggregate principal amount of each Series of Bonds shall be set forth in the Certificate of Determination relating to the respective Bonds; provided that the aggregate principal amount of such Bonds outstanding at any time shall not exceed \$1,500,000,000. Individual maturities of the Bonds or portions thereof may bear such additional designations, if any, as may be set forth in the related Certificate of Determination. To the extent so provided in the applicable Certificate of Determination, any such Obligations may alternatively be designated as “Notes” and any reference herein to a Series of Bonds shall also refer to Obligations designated as Notes. In the event that any Series of Bonds is not issued in calendar year 2020, the applicable Certificate of Determination may (i) redesignate the year and Series of such Bonds and (ii) make any other conforming changes deemed necessary or appropriate to reflect the year of issuance. Each Series shall initially bear interest in accordance with the Mode as may be provided by the applicable Certificate of Determination.

202. Purposes. (a) The purposes for which the Bonds of any Series are to be issued shall include such of the following as shall be specified in the applicable Certificate of Determination:

- (i) refunding all or a portion of the Authority’s Commercial Paper Notes, including, without limitation, the Interim Notes;
- (ii) refunding all or a portion of the Authority’s Series 2011 A Revenue Bonds,
- (iii) financing and reimbursing capital expenditures and construction work in progress for the period 2017 - 2019 related to NYPA’s Transmission Assets, the St. Lawrence generation facility, the Niagara generation and Lewiston pump assets and other generation and asset expenditures,
- (iv) financing expenditures incurred and to be incurred pursuant to the Authority’s 2020-2023 Approved Budget and Financial Plan for Power Generation, Transmission, Energy Solutions and IT improvements,
- (v) refunding any bond anticipation notes of the Authority issued for any of the purposes set forth in this Section 202, and
- (vi) pay financing costs related to the issuance of the Authority’s debt obligations, including underwriters’ discount, structuring fees, any insurance

premiums, credit enhancement or liquidity fees related to obtaining any municipal bond insurance policy, other credit enhancement or liquidity facilities determined to be necessary or desirable, swap terminations and other costs incurred by the Authority in connection therewith.

(b) Such portion of the proceeds of any Series of Bonds as may be specified in the applicable Certificate of Determination shall be applied for the purposes specified in subsection (a). All such proceeds shall be deposited and applied in accordance with the applicable Certificate of Determination.

203. Details of the Bonds. The following provisions set forth the details of the Bonds.

(a) Dates, Maturities and Interest. The Bonds of each Series shall be dated, shall mature and shall bear interest from the date as may be specified by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority in the applicable Certificate of Determination pursuant to Section 204 hereof. Interest on the Bonds shall be payable semiannually (or at such other frequency as may be specified in the applicable Certificate of Determination) on the interest payment dates and at the respective rates per annum specified in the applicable Certificate of Determination. The Bonds shall be Tax-Exempt Obligations or Taxable Obligations, as specified in the Certificate of Determination. Interest on the Bonds shall be calculated as provided in the applicable Certificate of Determination.

The interest rates for the Bonds of a Series contained in the records of the Trustee shall be conclusive and binding, absent manifest error, upon the Authority, the Remarketing Agent, the Tender Agent, the Trustee, the Liquidity Facility Issuer, the Credit Facility Issuer, and the Owners.

The interest rate applicable during any Mode (other than a Fixed Rate determined on or prior to the date of issuance of the related Bonds) shall be determined in accordance with the applicable Certificate of Determination. Except as otherwise provided in the applicable Certificate of Determination, any such rate shall be the minimum rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Bonds of the Series at a price equal to the principal amount thereof on the date on which the interest rate on such Bonds is required to be determined in accordance with the applicable Certificate of Determination, taking into consideration the duration of the Interest Period, which shall be established by the Authority.

(b) Denominations. Except as otherwise provided in the applicable Certificate of Determination, the Bonds shall be issued in the form of fully registered Bonds in the denomination of \$5,000 or any integral multiple of \$5,000.

(c) Designations. Unless the Authority shall otherwise direct, the Bonds shall be issued in series, and shall be labeled as follows: The Bonds shall be lettered “2020 A”, “2020 B”, “2020 C” and “2020 D” depending on their respective series, and numbered consecutively from one upward as more particularly set forth in the applicable Certificate of Determination.

(d) Payment of Principal and Interest. Principal and Redemption Price of each Bond shall be payable at the Principal Office of the Trustee upon presentation and surrender of such Bond.

The Trustee shall indicate on the Bonds the date of their authentication as provided in Section 205 hereof. Interest on the Bonds shall be payable from the interest payment date next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such date if interest has been paid to such date; provided, however, that interest shall be payable on the Bonds from such date as may be specified by the Chairman, President and Chief Executive Officer, the Executive Vice President and Chief Financial Officer or the Treasurer of the Authority pursuant to Section 204 hereof, if the date of authentication is prior to the first interest payment date therefor. Interest on the Bonds shall be payable on the interest payment dates specified in the applicable Certificate of Determination to the registered owner as of the close of business on the Record Date specified in the applicable Certificate of Determination, such interest to be paid by the Trustee by check mailed to the registered owner at his or her address as it appears on the books of registry; provided, however, that upon redemption of any Bond, the accrued interest payable upon redemption shall be payable at the Principal Office of the Trustee upon presentation and surrender of such Bond, unless the redemption date is an interest payment date, in which event the interest on such Bond so redeemed shall be paid by the Trustee by check mailed to the registered owner at his address as it appears on the books of registry.

The principal or Redemption Price of and interest on the Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the General Resolution.

The foregoing provisions of this subsection (d) shall be subject to the provisions of subsection (f) of this Section.

The principal of and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

(e) Trustee, Registrar, Paying Agent and Escrow Agent. The Bank of New York Mellon is the successor Trustee for the Obligations pursuant to Section 712 of the General Resolution. The Trustee is also hereby appointed as the Registrar and Paying Agent for the Bonds and, to the extent an escrow account is established in connection with the refunding of the Interim Notes and/or the Authority’s Series 2011 A Revenue Bonds, shall be the Escrow Agent with respect thereto.

(f) Securities Depository. The Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Bonds with a different interest rate applicable thereto. DTC is hereby appointed initial Securities Depository for the Bonds, subject to the provisions of subsection (g) of this Section. So long as DTC or its nominee, as Securities Depository, is the registered owner of Bonds, individual purchases of beneficial ownership interests in Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interests in Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee, as Securities Depository, is the registered owner of Bonds, payments of principal of and premium, if any, and interest on such Bonds will be made by wire transfer to DTC or its nominee, or otherwise as may be agreed upon by the Authority, the Trustee and DTC. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to Beneficial Owners of Bonds by DTC participants will be the responsibility of such participants and other nominees of such Beneficial Owners.

So long as DTC or its nominee, as Securities Depository, is the registered owner of Bonds, the Authority shall send, or cause the Trustee to send, or take timely action to permit the Trustee to send, to DTC notice of redemption of such Bonds and any other notice required to be given to registered owners of such Bonds pursuant to the Resolution, in the manner and at the times prescribed by the Resolution, except as may be agreed upon by the Authority, the Trustee (if applicable) and DTC.

Neither the Authority nor any Fiduciary shall have any responsibility or obligation to the DTC participants, Beneficial Owners or other nominees of such Beneficial Owners for (1) sending transaction statements; (2) maintaining, supervising or reviewing the accuracy of, any records maintained by DTC or any DTC participant or other nominees of such Beneficial Owners; (3) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owner, of any amount due in respect of the principal of or redemption premium, if any, or interest on Bonds; (4) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owners, of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution to be given to holders or owners of Bonds; (5) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of Bonds; or (6) any action taken by DTC or its nominee as the registered owner of the Bonds.

Notwithstanding any other provisions of this Eleventh Supplemental Resolution to the contrary, the Authority, the Registrar, Paying Agent, and the Trustee shall be entitled to treat and consider the person in whose name each Bond is registered in the books of registry as the absolute owner of such Bond for the purpose of payment of principal, Redemption Price, and interest with respect to such Bond, for the purpose of giving notices of redemption and other

matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal and Redemption Price of and interest on the Bonds only to or upon the order of the respective owners, as shown in the books of registry as provided in this Eleventh Supplemental Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal and Redemption Price of and interest on such Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of this Eleventh Supplemental Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal and Redemption Price of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, pursuant to DTC's rules and procedures.

Payments by the DTC participants to Beneficial Owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Trustee or the Authority, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (f) may be made by the Authority in connection with the appointment by the Authority of a substitute Securities Depository, or in the event of a successor to any Securities Depository.

Authorized Officers are hereby authorized to enter into such representations and agreements as they deem necessary and appropriate in furtherance of the provisions of this subsection (f).

(g) Replacement Bonds. The Authority shall issue Bond certificates (the "Replacement Bonds") directly to the Beneficial Owners of the Bonds, or their nominees, in the event that DTC determines to discontinue providing its services with respect to the Bonds, at any time by giving notice to the Authority, and the Authority fails to appoint another qualified Securities Depository to replace DTC. In addition, the Authority also shall issue Replacement Bonds directly to the Beneficial Owners of the Bonds, or their nominees, in the event the Authority discontinues use of DTC as Securities Depository at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, that Beneficial Owners of the Bonds shall be able to obtain certificated Bonds.

(h) Notices. In connection with any notice of redemption provided in accordance with Section 405 of the General Resolution, notice of such redemption shall also be sent by the Trustee by first class mail, overnight delivery service or other secure overnight means, postage prepaid, to the appropriate Credit Facility Issuer, to any Rating Agency and to the Municipal Securities Rulemaking Board through its Electronic

Municipal Market Access system, in each case not later than the mailing of notice required by the Resolution.

204. Delegation of Authority. (a) There is hereby delegated to the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer and the Treasurer of the Authority, and each of them hereby is authorized, subject to the limitations contained herein, with respect to the Bonds of each Series to determine and effectuate the following:

(i) the principal amount of the Bonds to be issued, provided that the aggregate principal amount outstanding at any time of the Bonds to be issued shall not exceed \$1,500,000,000;

(ii) the date or dates, Maturity Date or dates and principal amount of each maturity of the Bonds, the interest payment date or dates of the Bonds, and the date or dates from which the Bonds shall bear interest;

(iii) the interest rate or rates of the Bonds, which may include Commercial Paper Rates, Daily Rates, Term Rates, Fixed Rates, Weekly Rates, index-based rates, or other interest rate methodologies, provided, however, that (i) to the extent that fixed rate Bonds are issued, such Bonds, at the date of their issuance, shall have a true interest cost not to exceed seven and a half percent (7.50%), and (ii) to the extent that any variable rate Bonds are issued, the initial rate or rates applicable to such Bonds at the date of their issuance shall not exceed seven and a half percent (7.50%);

(iv) the sinking fund installments for any term Bond and the methodology to be applied to reduce such installments upon redemption by the Authority, if any, of any such term Bond;

(v) the portions of the proceeds of the Bonds of each Series and the amounts to be deposited and applied in accordance with Section 202 hereof;

(vi) the redemption provisions of the Bonds;

(vii) the tender provisions, if any, of the Bonds;

(viii) whether each Series of such Bonds shall be Tax-Exempt Obligations or Taxable Obligations;

(ix) whether each Series of such Bonds shall be sold by public sale or by placement of such Bonds with one or more investors or financial institutions;

(x) the definitive form or forms of the Bonds and the definitive form or forms of the Trustee's certificate of authentication thereon;

(xi) additional or different designations, if any, for particular maturities of Bonds or portions thereof intended to distinguish such maturities or portions thereof from other Bonds;

(xii) provisions that are deemed necessary or advisable by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority in connection with the implementation and delivery to the Trustee of any Credit Facility or Liquidity Facility;

(xiii) obtaining municipal bond insurance or other Credit Facility or Liquidity Facility related to the Bonds of a Series or any portion thereof, and complying with any commitment therefor including executing and delivering any related agreement with any Credit Facility Issuer or Liquidity Facility Issuer, to the extent that the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority determines that to do so would be in the best interest of the Authority; and

(xiv) any other provisions deemed advisable by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority, not in conflict with the provisions hereof or of the General Resolution.

(b) As and to the extent that the Chairman, President and Chief Executive Officer, Executive Vice President or Chief Financial Officer determines that it would be advantageous or desirable to issue bond anticipation notes ("Notes") relating to any of the Series 2020 Bonds instead of issuing Series 2020 Bonds as longer term Bonds, such Designated Officer is hereby authorized to arrange for the sale and delivery of Notes in the same manner and on the same terms as Series 2020 Bonds may be sold and delivered hereunder and under this Eleventh Supplemental Resolution. In the event that Notes are issued, the details thereof shall be set forth in Certificate of Determination relating thereto, executed by such officer and delivered to the trustee under the General Resolution. Any Note issued pursuant hereto shall mature no later than five years from the date of issue thereof and may be renewed or refunded from time to time with the proceeds of additional Notes and may be refunded with the issuance of Series 2020 Bonds and the principal amount of any Notes so renewed or refunded shall be ignored in determining the principal amount of Series 2020 Bonds for purposes of this Eleventh Supplemental Resolution.

(c) The Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or Treasurer of the Authority shall execute one or more certificates evidencing determinations or other actions taken pursuant to the authority granted herein, an executed copy of which shall be delivered to the Trustee. Each such certificate shall be deemed a Certificate of Determination and shall be conclusive evidence of the action or determination of such officer as to the matters stated therein. The provisions of each Certificate of Determination shall be deemed to be

incorporated in Article II hereof. No such Certificate of Determination shall, nor shall any amendment to this Eleventh Supplemental Resolution, change or modify any of the rights or obligations of the Credit Facility Issuer without its written assent thereto.

205. Form of Bonds and Trustee's Authentication Certificate. Subject to the provisions of the General Resolution and to any amendment or modifications thereto or insertions therein as may be approved by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority pursuant to Section 204 hereof, the form of the Bonds, form of assignment, and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Appendix A hereto, with necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, denominations, maturities, interest rate or rates, registration provisions, redemption provisions, status of interest to owners thereof for Federal income tax purposes, and other details thereof and of their form or as are otherwise permitted or required by law or by the Resolution, including this Eleventh Supplemental Resolution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Bond. Bonds may be typewritten, printed, engraved, lithographed or otherwise reproduced.

206. Execution and Authentication of Bonds. Notwithstanding the first sentence of paragraph 1 of Section 303 of the General Resolution, the Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or Treasurer, and its corporate seal (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its Vice President and Corporate Secretary, a Deputy Corporate Secretary, or an Assistant Corporate Secretary, or in such other manner as may be required by law.

ARTICLE III

REDEMPTION AND TENDER OF BONDS

301. **Optional and Sinking Fund Redemption.** Bonds of a Series shall be subject to optional and mandatory redemption as and to the extent and at the times and subject to such conditions, if any, as shall be specified in the applicable Certificate of Determination.

302. **Optional and Mandatory Purchase of Bonds.** The Bonds of a Series shall be subject to optional and mandatory tender for purchase to the extent, at the times and subject to such conditions as shall be set forth in the applicable Certificate of Determination.

303. **Purchase Fund.** A Purchase Fund may be established in a Certificate of Determination in connection with the delivery to the Trustee of a Liquidity Facility, which fund, if established, shall be held by the Tender Agent and may have such separate accounts as shall be established in such Certificate of Determination. Such Purchase Fund and accounts therein may be established for the purpose of depositing moneys obtained from (i) the remarketing of Bonds of a Series which is subject to tender for purchase in accordance with the applicable Certificate of Determination, (ii) draws under a Liquidity Facility and (iii) the Authority. Such deposited moneys shall be used solely to pay the Purchase Price of Bonds of such Series or to reimburse a Liquidity Facility Issuer.

304. **Remarketing of Bonds of a Series; Notices.** The Remarketing Agent for Bonds of a Series shall offer for sale and use its best efforts to find purchasers for all Bonds of such Series required to be tendered for purchase. The applicable Certificate of Determination shall prescribe provisions relating to the notices which shall be furnished by the Remarketing Agent in connection with such remarketing and as to the application of the proceeds of such remarketing.

305. **Source of Funds for Purchase of Bonds of a Series.** (a) Except as may otherwise be provided in the applicable Certificate of Determination, the Purchase Price of the Bonds of a Series on any Purchase Date shall be payable solely from proceeds of remarketing of such Series or proceeds of a related Liquidity Facility (including moneys that are borrowed by the Authority pursuant to a Liquidity Facility), if any, and shall not be payable by the Authority from any other source.

(b) As may be more particularly set forth in the applicable Certificate of Determination, on or before the close of business on the Purchase Date or the Mandatory Purchase Date with respect to Bonds of a Series, the Tender Agent shall purchase such Bonds from the Owners at the Purchase Price. Except as otherwise provided in a Certificate of Determination, funds for the payment of such Purchase Price shall be derived in the order of priority indicated:

(i) immediately available funds transferred by the Remarketing Agent to the Tender Agent derived from the remarketing of the Bonds; and

(ii) immediately available funds transferred by the Liquidity Facility Issuer (or the Authority to the Tender Agent, if the Liquidity Facility permits the Authority to make draws thereon), including, without limitation, amounts available under the Liquidity Facility.

306. Delivery of Bonds. Except as otherwise required or permitted by the book-entry only system of the Securities Depository and in the applicable Certificate of Determination, the Bonds of a Series sold by the Remarketing Agent shall be delivered by the Remarketing Agent to the purchasers of those Bonds at the times and dates prescribed by the applicable Certificate of Determination. The Bonds of a Series purchased with moneys provided by the Authority shall be delivered at the direction of the Authority. The Bonds of a Series purchased with moneys drawn under a Liquidity Facility shall be delivered as provided in such Liquidity Facility.

307. Delivery and Payment for Purchased Bonds of a Series; Undelivered Bonds. Each Certificate of Determination shall provide for the payment of the Purchase Price of purchased bonds of the related Series and shall also make provision for undelivered Bonds.

308. Credit Facility and Liquidity Facility. (a) At any time and subject to such limitations and other provisions as may be set forth in the applicable Certificate of Determination, the Authority may obtain or provide for the delivery to the Trustee of a Liquidity Facility and/or a Credit Facility from a Liquidity Facility Issuer and/or Credit Facility Issuer as may be selected by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or the Treasurer of the Authority and specified in the applicable Certificate of Determination with respect to the Bonds of any Series.

(b) Each Liquidity Facility shall provide for draws thereon or borrowings thereunder, in the aggregate, in an amount at least equal to the amount required to pay the Purchase Price for the related Bonds of a Series. Except as may otherwise be provided in the applicable Certificate of Determination, the obligation of the Issuer to reimburse the Liquidity Facility Issuer or to pay the fees, charges and expenses of the Liquidity Facility Issuer under the Liquidity Facility shall constitute a Parity Reimbursement Obligation within the meaning of the Resolution and shall be secured by the pledge of and lien on the Trust Estate created by Section 501 of the General Resolution.

ARTICLE IV

ADDITIONAL AUTHORIZATIONS; MISCELLANEOUS

401. Tax Covenant. (a) The Authority shall not take or omit to take any action which would cause interest on any 2020Series 2020 Bonds which are designated Tax-Exempt Obligations in an applicable Certificate of Determination to be included in the gross income of any Owner thereof for Federal income tax purposes by reason of subsection (b) of Section 103 of the Internal Revenue Code of 1986 (Title 26 of the United States Code) as in effect on the date of original issuance of such Obligations. Without limiting the generality of the foregoing, no part of the proceeds of any Tax-Exempt Obligations or any other funds of the Authority shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Series of Bonds to be an “arbitrage bond” as defined in section 148 of the Internal Revenue Code of 1986 (Title 26 of the United States Code) as then in effect and to be subject to treatment under subsection (b)(2) of Section 103 of the Code as an obligation not described in subsection (a) of said section. The Authority shall pay to the United States any amounts that are necessary for the purpose of compliance with the provisions of Section 148 of the Code.

(b) Notwithstanding any other provision of the Resolution to the contrary, upon the Authority’s failure to observe, or refusal to comply with, the above covenant in paragraph (a), the Owners, or the Trustee acting on their behalf, shall be entitled only to the right of specific performance of such covenant, and shall not be entitled to any of the other rights and remedies provided under Article X of the General Resolution.

402. Remarketing Agent. The Authority shall appoint and employ the services of a Remarketing Agent prior to any Purchase Date or Mode Change Date while the Bonds of any Series are in the Daily Rate Mode, Weekly Rate Mode, the Term Rate Mode, or the Commercial Paper Mode. The Authority shall have the right to remove the Remarketing Agent as provided in the Remarketing Agreement.

403. Tender Agent. The Authority shall be authorized to and shall appoint and employ the services of the Trustee as Tender Agent pursuant to a Tender Agency Agreement prior to any Purchase Date or Mode Change Date while the Bonds of any Series are in the Daily Rate, Weekly Rate, the Term Rate Mode, or the Commercial Paper Mode. The Authority shall have the right to remove the Tender Agent as provided in the Tender Agency Agreement.

404. Remarketing Agreements and Tender Agency Agreements. The Authority hereby authorizes one or more Remarketing Agreements and Tender Agency Agreements with respect to the Bonds of any Series with such modifications and with such Remarketing Agents and such Tender Agents as any Authorized Officer, upon the advice of counsel to the Authority, approves. Any Authorized Officer of the Authority is hereby authorized to execute and deliver such Remarketing Agreements and such Tender Agency Agreements in connection with the original issuance of the Bonds of any Series or remarketing

thereof, which execution and delivery shall be conclusive evidence of the approval of any such modifications.

405. Certain Findings and Determinations. The Trustees hereby find and determine:

(a) The General Resolution has not been amended, supplemented, or repealed since the adoption thereof except by the resolution of the Authority entitled “First Supplemental Resolution Authorizing Series 1998 Revenue Bonds” adopted February 24, 1998, by the resolution of the Authority entitled “Second Supplemental Resolution Authorizing Series 2000 A Revenue Bonds” adopted October 31, 2000, by the resolution of the Authority entitled “Third Supplemental Resolution Amending the General Resolution” adopted June 26, 2001, by the resolution of the Authority entitled “Fourth Supplemental Resolution Authorizing Series 2001 A Revenue Bonds and Series 2002 A Revenue Bonds” adopted September 25, 2001, by the resolution of the Authority entitled “Fifth Supplemental Resolution Authorizing Series 2002 A Revenue Bonds” adopted September 17, 2002, by the resolution of the Authority entitled “Sixth Supplemental Resolution Authorizing Series 2003 A Revenue Bonds” adopted November 25, 2003, by the resolution of the Authority entitled “Seventh Supplemental Resolution Authorizing Series 2005 A and Series 2005 B Revenue Bonds” adopted September 20, 2005, by the resolution of the Authority entitled “Eighth Supplemental Resolution Authorizing Series 2007 A, Series 2007 B, and Series 2007 C Revenue Bonds” adopted September 25, 2007, by the resolution of the Authority entitled “Ninth Supplemental Resolution Authorizing Revenue Bonds” adopted October 26, 2010, and amended and restated July 26, 2011, and by the resolution of the Authority entitled “Tenth Supplemental Resolution Authorizing Revenue Bonds” adopted September 29, 2015. This Eleventh Supplemental Resolution supplements the General Resolution as heretofore amended and supplemented, constitutes and is a “Supplemental Resolution” within the meaning of such quoted term as defined and used in the General Resolution, and is adopted under and pursuant to the General Resolution.

(b) The Bonds constitute and are “Obligations” within the meaning of the quoted word as defined and used in the Resolution.

(c) Any municipal bond insurance policy issued by such municipal bond insurance issuer as may be selected by the Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer or Treasurer of the Authority and specified in the applicable Certificate of Determination, dated the Closing Date, shall constitute and shall be required to be a “Credit Facility” within the meaning of the quoted words as defined and used in the Resolution. Furthermore, any such municipal bond insurance policy, including any charges, fees, costs and expenses that the Credit Facility Issuer may for any Series of Bonds reasonably incur in the administration of the Credit Facility, respectively, or in the pursuit of any remedies under the Resolution or otherwise afforded by law or equity, shall constitute and shall be required to be a “Subordinated Contract Obligation” within the meaning of the quoted words as defined

and used in the Resolution, provided, however, the Credit Facility Issuer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Credit Facility.

(d) The Trust Estate is not encumbered by any lien or charge thereon or pledge thereof, other than the parity lien and charge thereon and pledge thereof securing the Outstanding Obligations and Parity Debt, and the subordinate liens and charges thereon and subordinated pledge thereof created by the existing Subordinated Indebtedness and Subordinated Contract Obligations.

(e) There does not exist an “Event of Default” within the meaning of such quoted term as defined in Section 1001 of the General Resolution, nor does there exist any condition which, after the giving of notice or the passage of time, or both, would constitute such an “Event of Default.”

406. Notice to Owners upon Event of Default. (a) If an Event of Default occurs of which the Trustee has or is deemed to have notice under Section 702(c)(6) of the General Resolution, the Trustee shall give by telecopier or other electronic means or by telephone (promptly confirmed in writing) notice thereof to the Authority. Within two Business Days thereafter (unless such Event of Default has been cured or waived), the Trustee shall give notice of such Event of Default to each Owner, provided, however, that except in the instance of an Event of Default under Section 1001(i) or (ii) of the General Resolution, the Trustee may withhold such notice to Owners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of Owners, and provided, further, that notice to Owners of any Event of Default under Section 1001(ii) or (iii) of the General Resolution shall not be given until the grace period has expired.

(b) For so long as the Bonds are registered solely in the name of the Securities Depository or its nominee, where the General Resolution provides for notice to the Owners of the Bonds of the existence of, or during the continuance of, any Event of Default, the Trustee shall: (i) establish a record date (the “Record Date”) for determining the identity of the Persons entitled to receive such notice; (ii) request a securities position listing from the Securities Depository showing the Depository Participants holding positions in the Bonds affected by such notice as of the Record Date for such notice; (iii) send by first-class, postage prepaid mail, copies of the notice as provided above to each Depository Participant identified in the securities position listing as holding a position in the Bonds as of the Record Date for the notice, to the Municipal Securities Rulemaking Board, and to any Person identified to the Trustee as a non-objecting Beneficial Owner (a non-objecting Beneficial Owner is a Person for whom a Depository Participant acts as nominee, and who has not objected to the disclosure of his or her name and security position) pursuant to the immediately following clause; (iv) request that the Depository Participant retransmit the notice to all Persons for which it served as nominee on the Record Date, including non-objecting Beneficial Owners, or retransmit the notice to objecting Beneficial Owners and provide a listing of non-objecting Beneficial Owners

for whom the Depository Participant served as nominee on the Record Date to the Trustee and (v) provide as many copies of the notice as may be requested by any nominee owner of the Bonds. Any default in performance of the duties required by this paragraph shall not affect the sufficiency of notice to Owners given in accordance with the provisions of the General Resolution, nor the validity of any action taken under the General Resolution in reliance on such notice to Owners.

407. Further Authority. The Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, Executive Vice President and Corporate Secretary, Deputy Corporate Secretary or Assistant Corporate Secretary of the Authority, or any Authorized Officer (as defined in the General Resolution) are each hereby authorized to execute and deliver to the Trustee appointed pursuant to the General Resolution such documents and certifications, including, without limitation, any Credit Facility or Liquidity Facility, as may be necessary to give effect to this Eleventh Supplemental Resolution and the transactions contemplated hereby.

408. Effective Date. This Eleventh Supplemental Resolution shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy hereof certified by an Authorized Officer.

APPENDIX A

[FORM OF BONDS]

No. 2020[A][B] - _____

\$ _____

POWER AUTHORITY OF THE STATE OF NEW YORK

Revenue Bonds, Series 2020 [A][B]

Interest Rate

Maturity Date

CUSIP

Registered Owner: **CEDE & CO.**

Principal Amount: _____ **Dollars**

POWER AUTHORITY OF THE STATE OF NEW YORK (herein called the "Authority"), a body corporate and politic, a political subdivision and a corporate municipal instrumentality of the State of New York, organized and existing under and by virtue of the laws of the State of New York, acknowledges itself indebted to, and for value received hereby promises to pay, but solely from the Trust Estate and not otherwise, to the registered owner specified above or registered assigns, the Principal Amount specified above on the Maturity Date specified above (subject to the right of prior redemption hereinafter mentioned) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the registered owner hereof interest on such principal sum in like coin or currency and at the rate of interest per annum specified above. This Bond is dated as of _____, 202_, interest on this Bond shall be payable from the _____ or _____ next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a _____ or _____, in which case from such date if interest has been paid to such date; provided, however, that such interest shall be payable on this Bond from _____, 202_, if the date of authentication is prior to the first interest payment date therefor. Interest on this Bond shall be payable on _____, 20_ and semi-annually thereafter on _____ and _____, in each case to the registered owner as of the close of business on the first day (whether or not a Business Day) of the calendar month in which the interest payment date occurs, such interest to be paid by the Trustee by check mailed to the registered owner at his address as it appears on the books of registry; provided, however, that upon redemption of this Bond, the accrued interest payable upon redemption shall be payable at the Principal Office of the Trustee upon presentation and surrender of this Bond, unless the redemption date is an interest payment date, in which event the interest on this Bond so redeemed shall be paid by the Trustee by check mailed to the registered owner at his address as it appears on the books of registry.

[Description of interest rate determination methodology for any Bonds issued as variable rate Bonds, as specified in the applicable Certificate of Determination, to be inserted here.]

This Bond is one of a duly authorized issue of obligations of the Authority designated as its “Obligations” issued and to be issued in various series under and pursuant to the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (herein called the “Act”), and under and pursuant to a resolution of the Authority adopted on February 24, 1998, entitled “General Resolution Authorizing Revenue Obligations”, and a supplemental resolution of the Authority adopted on November 7, 2020, as amended and restated on March 31, 2020, and entitled “Eleventh Supplemental Resolution Authorizing Revenue Bonds” (herein called the “Eleventh Supplemental Resolution”). Said resolutions are herein collectively called the “Resolution”. Capitalized terms used herein and not otherwise defined herein shall have the meanings provided in the Resolution.

This Bond is one of a series of Obligations of various maturities designated as “Revenue Bonds, Series 2020 [A][B][C][D]” (herein called the “Bonds”) issued in the aggregate principal amount of \$ _____ under the Resolution. Copies of the Resolution are on file at the office of the Authority and at the Principal Office of The Bank of New York Mellon, as Trustee under the Resolution, or its successor as Trustee (herein called the “Trustee”), in the Borough of Manhattan, City and State of New York. The Trustee is also the Registrar and Paying Agent for the Bonds.

The Obligations are payable as to principal, Redemption Price, and interest solely from and are equally and ratably secured solely by the Trust Estate, subject to the provisions of the Resolution permitting the application of such Trust Estate to the purposes and on the terms and conditions set forth in the Resolution, including, without limitation, the prior application of Revenues to the payment of Operating Expenses. The principal and Redemption Price of, and interest on, the Obligations shall not be payable from the general funds of the Authority nor shall the Obligations constitute a legal or equitable pledge, charge, lien, or encumbrance upon any of the property or upon any of the income, receipts, or revenues of the Authority, except the Trust Estate.

Reference is hereby made to the Resolution, copies of which are on file in the Principal Office of the Trustee, and to all of the provisions of which any holder of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the pledge and covenants securing the Obligations, including this Bond; the Revenues and other moneys and securities constituting the Trust Estate pledged to the payment of the principal of and interest on the Obligations issued thereunder; the nature and extent and manner of enforcement of the pledge; the conditions upon which Obligations may hereafter be issued thereunder, payable on a parity from the Trust Estate and equally and ratably secured therewith; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owners of the Obligations; the rights and remedies of the Owner hereof with respect hereto and thereto, including the limitations therein contained upon the right of an Owner hereof to institute any suit, action or proceeding in equity or at law with respect hereto and

thereto; the rights, duties and obligations of the Authority and the Trustee thereunder; the terms and provisions upon which the pledges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and the Bond thereafter no longer be secured by the Resolution or be deemed to be Outstanding thereunder, if moneys or certain specified securities shall have been deposited with the Trustee sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

As provided in the Resolution, Obligations may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Resolution provided. The aggregate principal amount of Obligations which may be issued under the Resolution is not limited except as provided in the Resolution, and all Obligations issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by the Authority, with the written consent of the Owners of a majority in principal amount of the Obligations then Outstanding, and, in case less than all of the Obligations will be affected thereby, with such consent of the Owners of at least a majority in principal amount of the Obligations so affected then Outstanding, at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as particular Obligations remain Outstanding, the consent of the Owners of such Obligations shall not be required and such Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Obligations under the Resolution.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, and in the same aggregate principal amount, Series, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority and each Fiduciary may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary.

[Description of the applicable redemption provisions, as specified in the applicable Certificate of Determination, to be inserted here.]

When the Trustee shall receive notice from the Authority of its election to redeem Obligations pursuant to the Resolution, and when redemption of Obligations is required by the Resolution, the Trustee shall give notice, in the name of the Authority, of the redemption of such Obligations, which notice shall specify the Series, maturities and, if any maturity shall include Obligations bearing different interest rates and all Obligations of such maturity are not being redeemed, interest rate of the Obligations to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Obligations of any like Series, maturity and interest rate are to be redeemed, the letters and numbers or other distinguishing marks of such Obligations so to be redeemed, and, in the case of Obligations to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed, and, if applicable, that such notice is conditional and the conditions that must be satisfied. Such notice shall further state that on such date there shall become due and payable upon each Obligation to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Obligations to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be given by first class mail, postage prepaid, not less than 30 days nor more than 45 days before the redemption date, to the Owners of any Obligations or portions of Obligations which are to be redeemed, at their last addresses, if any, appearing upon the registry books. Failure so to mail any such notice to any particular Owner shall not affect the validity of the proceedings for the redemption of Obligations not owned by such Owner and failure of any Owner to receive such notice shall not affect the validity of the proposed redemption of Obligations.

Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of moneys sufficient to pay the Redemption Price of such Obligations or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such Redemption Price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Trustee to affected Owners of Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

The principal of the Bonds may be declared due and payable before the maturity thereof, and such declaration may be annulled, as provided in the Resolution.

The Act provides that neither the members of the Authority nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Pursuant to Section 1011 of the Act, the Authority, as agent for the State of New York, does hereby pledge to and agree with the holder of this Bond that the State of New York will not limit or alter the rights vested in the Authority by the Act, as amended, until this Bond and each of the other Bonds, together with the interest hereon and thereon, have been fully met and

discharged or adequate provisions have been made by law for protection of the holders of all such Bonds.

The Bonds shall not be a debt of the State of New York, and the State shall not be liable thereon.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issuance of the Bonds, together with all other indebtedness of the Authority, is within every debt and other limit prescribed by the laws of the State of New York.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate hereon.

IN WITNESS WHEREOF, POWER AUTHORITY OF THE STATE OF NEW YORK has caused this Bond to be signed in its name and on its behalf by the facsimile signature of its [INSERT TITLE], and its corporate seal (or facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the facsimile signature of its Vice President and Corporate Secretary, a Deputy Corporate Secretary, or an Assistant Secretary.

**POWER AUTHORITY OF THE
STATE OF NEW YORK**

By: _____
[President and Chief Executive Officer]

[SEAL]

Attest:

Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION FOR BONDS]

AUTHENTICATION DATE:

Trustee's Certificate

The Bond is one of the bonds, of the Series designated therein, described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON
Trustee

By: _____
Authorized Officer

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program.

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or change whatsoever.

STATEMENT OF INSURANCE [if any]

_____ New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest, including principal and interest due by operation of scheduled mandatory sinking fund redemption, on this Bond to The Bank of New York Mellon, New York, New York, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent.

NEW ISSUE—BOOK-ENTRY ONLY

In the opinions of Co-Bond Counsel to the Power Authority of the State of New York (the “Authority”), under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2020 A Revenue Bonds (Tax-Exempt) (the “2020 A Bonds”) is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), (ii) interest on the 2020 A Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, and (iii) interest on the Series 2020 B Revenue Bonds (Federally Taxable) (the “2020 B Bonds”) is included in gross income for federal income tax purposes. See “TAX MATTERS” herein. In addition, in the opinions of Co-Bond Counsel, under existing statutes, interest on the 2020 A Bonds and the 2020 B Bonds is exempt from personal income taxes imposed by the State of New York (the “State”) or any political subdivision thereof, including The City of New York (the “City”).

\$1,110,000,000*

POWER AUTHORITY OF THE STATE OF NEW YORK

\$1,000,000,000* Series 2020 A Revenue Bonds (Tax-Exempt)

\$110,000,000* Series 2020 B Revenue Bonds (Federally Taxable)

Dated: Date of Delivery

Due: November 15, as shown on inside cover page

The Authority, a corporate municipal instrumentality and political subdivision of the State, is issuing the 2020 Bonds to finance capital expenditures related to the Authority’s transmission assets and other capital projects, including reimbursement for prior capital spending, pay capitalized interest, defease to maturity, or redeem prior to maturity, a portion of the Authority’s Series 2011 A Revenue Bonds, refund a portion of the Authority’s Commercial Paper Notes, and pay the costs of issuance of the 2020 Bonds. The 2020 A Bonds are referred to herein as the “Tax-Exempt Bonds”, the 2020 B Bonds are referred to herein as the “Taxable Bonds”, and the Tax-Exempt Bonds and the Taxable Bonds are referred to herein collectively as the “2020 Bonds”. See “PART 1 - PLAN OF FINANCE” herein.

The 2020 Bonds will be issued only as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the 2020 Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof with respect to the Tax-Exempt Bonds and in the principal amount of \$1,000 or integral multiples thereof with respect to the Taxable Bonds. Purchasers will not receive certificates representing their interest in the 2020 Bonds purchased. So long as DTC or its nominee is the registered owner of the 2020 Bonds, payments of the principal of, and premium, if any, and interest on the 2020 Bonds will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See “PART 1 - APPENDIX B - BOOK-ENTRY-ONLY SYSTEM PROCEDURES” herein. The Bank of New York Mellon is the Trustee under the General Resolution Authorizing Revenue Obligations herein described. Principal of the 2020 Bonds will be payable as provided on the inside cover page of this Official Statement. Interest on the 2020 Bonds will be payable on November 15, 2020 and semiannually thereafter on each May 15 and November 15.

The 2020 Bonds will be payable from and secured by a pledge of the Trust Estate (subject to no prior pledge or lien), after the payment of Operating Expenses, including all revenues derived directly or indirectly from any of the Authority’s operations other than those revenues attributable directly or indirectly to the ownership or operation of any Separately Financed Projects as described herein. The 2020 Bonds are on a parity with other Obligations and Parity Debt of the Authority. See “PART 1 - SECURITY FOR THE 2020 BONDS” herein.

The Authority has no taxing power and its obligations are not debts of the State or of any political subdivision of the State, other than the Authority.

The 2020 Bonds are offered when, as and if issued and accepted by the Underwriters, and subject to the approval of legality by Hawkins Delafield & Wood LLP and Bryant Rabbino LLP, each Co-Bond Counsel to the Authority. Certain legal matters are subject to the approval of Nixon Peabody LLP and The Hardwick Law Firm, each Co-Special Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Orrick Herrington & Sutcliffe LLP. It is expected that the 2020 Bonds in definitive form will be available for delivery to DTC in New York, New York, on or about May __, 2020.

Goldman Sachs & Co. LLC

Siebert Williams Shank & Co., L.L.C.

Citigroup

Ramirez & Co., Inc.

BofA Securities

J.P. Morgan

Piper Sandler & Co.

Academy Securities

FHN Financial

Jefferies

Wells Fargo Securities

April __, 2020

* Preliminary, subject to change.

\$1,110,000,000*
Power Authority of the State of New York

\$1,000,000,000* Series 2020 A Revenue Bonds (Tax-Exempt)

\$ _____* _____% Term Bonds due November 15, 20____*, Yield _____% CUSIP 64989K ____†
\$ _____* _____% Term Bonds due November 15, 20____*, Yield _____% CUSIP 64989K ____†
\$ _____* _____% Term Bonds due November 15, 20____*, Yield _____% CUSIP 64989K ____†

\$110,000,000* Series 2020 B Revenue Bonds (Federally Taxable)

\$ _____
2020 B Serial Bonds

<u>Maturity</u> <u>November 15*</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>CUSIP</u> <u>(64989K)†</u>

\$ _____* _____% Term Bonds due November 15, 20____*, Price _____% CUSIP 64989K ____†

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable 2020 Bonds. Neither the Authority nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2020 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2020 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2020 Bonds.

No dealer, broker, salesperson or other person has been authorized by the Authority to give any information or to make any representations, other than as contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2020 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been furnished by the Authority and includes information obtained from other sources, all of which are believed to be reliable. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof. Such information and expressions of opinion are made for the purpose of providing information to prospective investors and are not to be used for any other purpose or relied on by any other party.

The statements contained in this Official Statement that are not purely historical are forward-looking statements. Such forward-looking statements can be identified, in some cases, by terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “illustrate,” “example,” and “continue,” or other comparable terms. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Authority on the date hereof, and the Authority assumes no obligation to update any such forward-looking statements. The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in various important factors. Accordingly, actual business and financial results may vary from the projections, forecasts and estimates contained in this Official Statement and such variations may be material.

The Authority maintains a website and certain social media accounts. The Authority’s websites and social media accounts are not part of this Official Statement and should not be relied upon in making an investment decision with respect to the 2020 Bonds, and are not part of this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and in effect on the date hereof (“Rule 15c2-12”). References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12.

For purposes of compliance with Rule 15c2-12, this Preliminary Official Statement constitutes an official statement of the Authority that has been deemed final by the Authority as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

In connection with the offering of the 2020 Bonds, the Underwriters may over allot or effect transactions which stabilize or maintain the market price of such bonds at levels above those which might otherwise prevail in the open market. Such stabilization or maintenance, if commenced, may be discontinued at any time.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONSISTS OF THE COVER PAGE, THE INSIDE COVER PAGE, THE TABLE OF CONTENTS, THE SUMMARY AND THIS PART 1, INCLUDING THE APPENDICES TO THIS PART 1 (ALL OF THE FOREGOING, TOGETHER WITH THE INFORMATION SPECIFICALLY INCORPORATED BY REFERENCE THEREIN, ARE REFERRED TO COLLECTIVELY AS “PART 1”), AND THE ATTACHED PART 2, INCLUDING THE TABLE OF CONTENTS AND ALL APPENDICES

THERE TO (COLLECTIVELY, “PART 2”). BOTH THIS PART 1 AND PART 2 ARE DATED APRIL __, 2020. THIS PART 1, TOGETHER WITH PART 2, CONSTITUTES THE AUTHORITY’S OFFICIAL STATEMENT RELATING TO THE 2020 BONDS (AND ONLY SUCH BONDS). BOTH PART 1 AND PART 2 MUST BE READ IN THEIR ENTIRETY.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

SUMMARY

The following summary does not purport to be complete and is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Official Statement and any supplement or amendment hereto. Capitalized terms used in this Summary and not defined herein have the meanings given to such terms elsewhere in this Official Statement.

Issuer.....	Power Authority of the State of New York (the “Authority”) is a corporate municipal instrumentality and political subdivision of the State of New York (the “State”). The Authority generates, transmits, purchases and sells electric power and energy as authorized by law. The Authority owns and operates five major generating facilities, eleven small electric generating units located at seven facilities, and four small hydroelectric facilities, with a total installed capacity of approximately 6,051 MW, and a number of transmission lines, including major 765-kV and 345-kV transmission facilities. The Authority’s customers include municipal and rural electric cooperatives located throughout the State, local governments, investor-owned utilities, high load factor industrial customers, commercial/industrial and not-for-profit businesses, and various public corporations located within the metropolitan area of The City of New York (the “City”) and certain neighboring states. Effective January 1, 2017, the New York State Canal Corporation (the “Canal Corporation”) became a subsidiary of the Authority and the Authority assumed certain powers and duties relating to the Canal System (as defined below) to be exercised through the Canal Corporation. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the “Canal System”). See “PART 2 - NEW YORK STATE CANAL CORPORATION.”
The 2020 Bonds.....	The Series 2020 A Revenue Bonds (Tax-Exempt) (the “2020 A Bonds”) and the Series 2020 B Revenue Bonds (Federally Taxable) (the “2020 B Bonds” and, together with the 2020 A Bonds, the “2020 Bonds”) are being offered in the principal amount per maturity and bearing the interest rates set forth on the inside cover page of this Official Statement. The 2020 Bonds will be issued pursuant to the Authority’s General Resolution Authorizing Revenue Obligations, adopted on February 24, 1998, as amended and supplemented (the “General Resolution”), including as supplemented by the Eleventh Supplemental Resolution Authorizing Revenue Bonds, adopted on November 7, 2016, as amended and restated on March 31, 2020.
Denominations.....	The 2020 A Bonds are issuable in the denominations of \$5,000 or any integral multiple thereof and the 2020 B Bonds are issuable in the denominations of \$1,000 or any integral multiple thereof.
Interest Payment Dates	November 15, 2020 and semiannually thereafter on each May 15 and November 15.
Redemption.....	Certain of the 2020 Bonds are subject to optional and mandatory redemption or tender prior to maturity on the dates and at the redemption prices described herein under the caption “PART 1 – THE 2020 BONDS – Redemption and Mandatory Tender”.

Security for the 2020 Bonds	The 2020 Bonds will be payable from and secured by a pledge of the Trust Estate (subject to no prior pledge or lien), including all revenues derived directly or indirectly from any of the Authority's operations other than those revenues attributable directly or indirectly to the ownership or operation of any Separately Financed Projects and not including any federal or State grant moneys the receipt of which is conditioned upon their expenditure for a particular purpose. The General Resolution provides that the amounts in the Operating Fund are to be used to pay debt service on Obligations, including the 2020 Bonds, and to pay Parity Debt after the payment of Operating Expenses. See "PART 1 - SECURITY FOR THE 2020 BONDS."
Rate Covenant.....	The Authority has covenanted in the General Resolution that it shall at all times maintain rates, fees or charges sufficient, together with other moneys available therefor, to pay all Operating Expenses of the Authority and to pay the debt service on all Obligations, including the 2020 Bonds, and Subordinated Indebtedness, and all Parity Debt and Subordinated Contract Obligations. See "PART 1 - SECURITY FOR THE 2020 BONDS." The Authority is a party to various power sales agreements, which impose limitations on the Authority's discretion to establish rate increases. See "PART 2 - POWER SALES."
Plan of Finance	The proceeds of the 2020 Bonds will be used, together with other available funds, to finance capital expenditures related to the Authority's transmission assets and other capital projects, including reimbursement for prior capital spending, defease to maturity, or redeem prior to maturity, a portion of the Authority's Series 2011 A Revenue Bonds, refund a portion of the Authority's Commercial Paper Notes which have been or will be issued to refund certain other Obligations of the Authority, pay capitalized interest, and pay the costs of issuance of the 2020 Bonds. See "PART 1 -PLAN OF FINANCE."
General Resolution Funds.....	Two funds are established under the General Resolution: the Operating Fund and the Capital Fund, both held by the Authority. The Authority may also establish additional funds and accounts. The Authority is required to pay into the Operating Fund all Revenues as and when received. Amounts in the Operating Fund shall be used in the following order of priority: to pay Operating Expenses; to pay debt service on Obligations, which includes the 2020 Bonds, and Parity Debt; to pay debt service on any Subordinated Indebtedness and Subordinated Contract Obligations; for withdrawal and deposit in the Capital Fund; and for withdrawal for any lawful corporate purpose, provided that such amounts are not needed at the time of such withdrawal to pay Operating Expenses or debt service as described above. See "PART 1 - SECURITY FOR THE 2020 BONDS." The Authority shall from time to time, and in all events prior to any withdrawal of moneys from the Operating Fund for lawful corporate purposes, as described above, determine the amount, if any, to be held for reserves in the Operating Fund.

Additional Indebtedness;

Parity Debt

Amounts in the Capital Fund shall be applied to the payment of Capital Costs, but must be applied to the payment of debt service on Obligations, including the 2020 Bonds, and Parity Debt, if needed.

As of April 1, 2020, the Authority had outstanding \$490,440,000 in principal amount of Revenue Bonds, which are Obligations payable and secured on a parity with the 2020 Bonds.

The Authority may issue additional Obligations pursuant to the General Resolution, payable and secured on a parity with the 2020 Bonds, for any purpose of the Authority authorized by Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time (the “Act”), or by other then-applicable State statutory provisions. The principal amount of Obligations which may be issued under the General Resolution is not limited, and there is no debt service coverage or historical or projected earnings test that must be satisfied as a condition to any such issuance.

The Authority may also issue additional Parity Debt payable and secured on a parity with Obligations, including the 2020 Bonds. Currently, there is no other Parity Debt outstanding.

Parity Debt may also be incurred in connection with, among other things, Credit Facilities, Qualified Swaps and certain take-or-pay fuel or power contracts. See “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION - Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt.”

The Authority may issue Subordinated Indebtedness or incur Subordinated Contract Obligations payable from the Trust Estate subject and subordinate to the payments to be made with respect to Obligations, including the 2020 Bonds, and any Parity Debt, and secured by a lien on and pledge of the Trust Estate junior and inferior to the lien on and pledge of the Trust Estate created for the payment of Obligations, including the 2020 Bonds, and any Parity Debt.

As of April 1, 2020, the Authority had outstanding \$687,753,000 in principal amount of Subordinated Indebtedness.

The Authority may issue bonds, notes, or other obligations or evidences of indebtedness, other than Obligations, for any project authorized by the Act or by other then-applicable State statutory provisions. The Authority also may finance any such project from other available funds (any project so financed is referred to herein as a “Separately Financed Project”), if such bonds, notes, or other obligations or evidences of indebtedness, if any, and the Authority’s share of any operating expenses related to such Separately Financed Project, are payable solely from the revenues or other income derived from the ownership or operation of such Separately Financed Project or from other available funds of the Authority released from the lien on the Trust Estate in accordance with the General Resolution. The Authority currently does not have any Separately Financed Projects but intends to finance certain Clean Energy Solutions projects on this basis.

Registration of the 2020

Bonds

The 2020 Bonds will be issuable as fully registered bonds in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). No person acquiring an interest in the 2020 Bonds (a “Beneficial Owner”) will be entitled to receive a 2020 Bond in certificated form (a “Definitive Obligation”), except under the limited circumstances described in this Official Statement under “PART 1 - APPENDIX B - BOOK-ENTRY-ONLY SYSTEM PROCEDURES.” Unless and until Definitive Obligations are issued, all references to actions by Owners will refer to actions taken by DTC, upon instructions from DTC Participants, and all references herein to distributions, notices, reports and statements to Owners shall refer to distributions, notices, reports and statements, respectively, to DTC or Cede & Co., as the registered owner of the 2020 Bonds, or to DTC Participants for distribution to Beneficial Owners in accordance with DTC procedures.

Tax Considerations

In the opinions of Co-Bond Counsel to the Authority, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2020 A Bonds (the “Tax-Exempt Bonds”) is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), (ii) interest on the Tax-Exempt Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, and (iii) interest on the 2020 B Bonds (the “Taxable Bonds”) is included in gross income for federal income tax purposes. See “PART 1 - TAX MATTERS.”

In addition, in the opinions of Co-Bond Counsel, under existing statutes, interest on the 2020 Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof (including the City). See “PART 1 - TAX MATTERS.”

Trustee and Escrow Agent

The Bank of New York Mellon.

Verification Agent

Samuel Klein and Company, Certified Public Accountants.

Authority’s Financial Advisor

PFM Financial Advisors LLC

Ratings

Moody’s Investors Service, Inc., S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC, and Fitch Ratings have assigned ratings of “_”, “_”, and “_”, respectively, to the 2020 Bonds. See “PART 1 – RATINGS.”

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PART 1
of the
OFFICIAL STATEMENT
of the
POWER AUTHORITY OF THE STATE OF NEW YORK

\$1,110,000,000*
REVENUE BONDS

\$1,000,000,000* Series 2020 A Revenue Bonds (Tax-Exempt)
\$110,000,000* Series 2020 B Revenue Bonds (Federally Taxable)

This Official Statement provides certain information concerning the Power Authority of the State of New York (the “Authority”) in connection with the issuance of the Authority’s Series 2020 A Revenue Bonds (Tax-Exempt) (the “2020 A Bonds”) and Series 2020 B Revenue Bonds (Federally Taxable) (the “2020 B Bonds” and, together with the 2020 A Bonds, the “2020 Bonds”). The 2020 Bonds are authorized to be issued pursuant to the Power Authority Act of the State of New York, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time (the “Act”), and the Authority’s General Resolution Authorizing Revenue Obligations, adopted on February 24, 1998, as amended and supplemented, including, as supplemented by the Eleventh Supplemental Resolution adopted on November 7, 2016, as amended and restated on March 31, 2020, which authorized the issuance of the 2020 Bonds. The General Resolution Authorizing Revenue Obligations, as amended and supplemented, is herein collectively referred to as the “General Resolution.” The bonds, notes, and other obligations (including the 2020 Bonds) of the Authority issued as parity obligations and from time to time outstanding pursuant to the General Resolution are referred to herein as “Obligations.” All words and terms which are defined in the General Resolution are used herein as so defined.

INTRODUCTION

The Authority is a corporate municipal instrumentality and political subdivision of the State of New York (the “State”) created in 1931 by the Act, and has its principal office located at 30 South Pearl Street, Albany, New York 12207-3425. The mission of the Authority is to power the economic growth and competitiveness of the State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority generates, transmits, purchases and sells electric power and energy as authorized by law. The Authority’s customers include municipal and rural electric cooperatives located throughout the State, local governments, investor-owned utilities, high load factor industrial customers, commercial/industrial and not-for-profit businesses, and various public corporations located within the metropolitan area of The City of New York (the “City”), including the City, and certain neighboring states.

The Authority owns and operates in the State five major generating facilities, eleven small electric generating units located at seven facilities, and four small hydroelectric facilities, with a total installed capacity of approximately 6,051 megawatts (“MW”), and a number of transmission lines, including major 765-kilovolt (“kV”) and 345-kV transmission facilities (see “PART 2 - THE AUTHORITY’S FACILITIES”). The Authority’s major generating facilities consist of two large hydroelectric facilities (Niagara and St. Lawrence-FDR), a large pumped-storage hydroelectric facility (Blenheim-Gilboa) and two

* Preliminary, subject to change.

gas-and-oil-fired facilities (Flynn and the combined-cycle electric generating plant located in Queens, New York, named the Eugene W. Zeltmann Power Project and previously known as the 500-MW Plant).

Effective January 1, 2017, the New York State Canal Corporation (the “Canal Corporation” or “NYCC”) became a subsidiary of the Authority. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the “Canal System”). The Board of Trustees of the Authority (the “Board of Trustees”) is the governing board of the Canal Corporation and the Authority has assumed certain powers and duties relating to the New York State Canal System to be exercised through the Canal Corporation. See “PART 2 - NEW YORK STATE CANAL CORPORATION.”

The Authority’s net generation in 2019 (including output contracted by the Authority from Astoria Energy II, see “PART 2 – POWER SALES – Marketing Issues and Development - Item (6)”) by energy source was as follows: hydroelectric 81%, gas/oil/steam 18%, and gas turbine 1%. In 2019, this net generation represented approximately 25% of the electric energy used in the State. The Authority also supplied a significant portion of its customers’ needs through purchased power (see “PART 2 - POWER SALES”). Although the Authority’s rates for power and energy vary depending upon a number of factors, overall, the Authority provides low cost power and energy to its customers.

The customers served by the Authority and the rates paid by such customers vary by the customer or customer class and the source of the power and energy used to serve the customer (see “PART 2 - POWER SALES”). The Authority currently serves 1,040 customers. The following is a brief description of the customers served by the Authority:

- (1) *St. Lawrence-FDR and Niagara Customers.* Power and energy from the St. Lawrence-FDR and Niagara hydroelectric facilities is sold primarily to municipal electric systems, rural electric cooperatives, businesses and industrial customers in the State, certain public bodies in the State, and some public entities in states of Pennsylvania, Vermont, Ohio, Connecticut, Massachusetts, New Jersey and Rhode Island, and to provide services in the New York Independent System Operator (“NYISO”) markets.
- (2) *Blenheim-Gilboa Customers.* The Blenheim-Gilboa project currently operates as a merchant plant, with power and energy not committed to any customer, but primarily used to meet the requirements of the Authority’s business and governmental customers and to provide services in the NYISO markets generally at the market-clearing price.
- (3) *Southeastern New York (“SENY”) Governmental Customers.* Power and energy purchased by the Authority in the NYISO wholesale capacity and energy markets, as supplemented by Authority resources, is sold to various municipalities, school districts and public entities in the New York City Metropolitan and Westchester County areas.
- (4) *Eugene W. Zeltmann Power Project (“Zeltmann”) Customers.* The power and energy from Zeltmann is used to meet the requirements of the Authority’s City governmental customers and to participate in the NYISO markets for the benefit of those customers.

- (5) *Small Clean Power Plants (“SCPPs”) Customers.* The power and energy from these plants may be used to meet the requirements of the Authority’s governmental customers and to provide NYISO wholesale services in the NYISO markets.
- (6) *Certain Purchased Power and Energy Customers.* The Authority also sells power and energy purchased in the capacity and energy markets to a variety of customers, including businesses and industrial customers in the State, the United States Department of Energy (“DOE”), New York investor-owned electric utilities, municipal electric systems, rural electric cooperatives, and various municipal utility service agencies.
- (7) *Richard M. Flynn Plant (“Flynn”) Customers.* The power and energy of Flynn is sold into the NYISO markets as merchant generation.

Transmission Facilities. The Authority owns approximately 1,400 circuit miles of high voltage transmission lines, more than any other utility in the State (230-kV and above), with the major lines being the 765-kV Massena-Marcy line, the 345-kV Marcy-South line, the 345-kV Niagara-to-Edic transmission line, and the 345-kV Long Island Sound Cable. With the implementation of the NYISO as the operator of the State’s bulk electric grid and administrator of the State’s wholesale electric markets in November 1999, all transmission service over the Authority’s facilities is either pursuant to the NYISO tariffs or pre-existing Authority contracts (see “PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR”). In addition, the Authority has executed a contract with Hudson Transmission Partners, LLP (“HTP”) for up to 75%, subject to increase, of the 660 MW of transmission capacity on HTP’s transmission line extending from Bergen County, New Jersey to Consolidated Edison’s West 49th Street substation (see “PART 2 - POWER SALES - Marketing Issues and Development - Item (7)”).

Clean Energy Solutions. The Authority, through its Clean Energy Solutions programs, provides customers with wide-ranging on-site energy solutions including energy data analytics, planning, operations and the development and implementation of capital projects such as energy efficiency, distributed generation, advanced technologies and renewables (see “PART 2 - CLEAN ENERGY SOLUTIONS”).

VISION2030 Strategic Plan. In connection with the development of a mission statement, the Authority is in the process of developing a strategic plan with a ten-year outlook and a new vision of a “thriving, resilient New York powered by clean energy” referred to as “VISION2030.” VISION2030 will focus on achievements in the following six areas: (1) clean and affordable generation and transmission, (2) energy efficiency, (3) demand flexibility, (4) electrification, (5) internet of energy assets, and (6) people and communities. The Authority expects the VISION2030 plan to incorporate projects included in its current capital improvement plan (see “PART 2 - CERTAIN FINANCIAL MATTERS – Projected Capital and Financing Requirements and Potential Initiatives”).

Indebtedness. As of April 1, 2020, \$490,440,000 of Obligations (the “Revenue Bonds”), issued under the General Resolution, were outstanding.

As of April 1, 2020, Commercial Paper Notes of the Authority (the “CP Notes”) were outstanding in the aggregate principal amount of \$639,878,000. The CP Notes are Subordinated Indebtedness of the Authority as provided in the General Resolution.

As of April 1, 2020, Extendible Municipal Commercial Paper Notes of the Authority (the “EMCP Notes”) were outstanding in the aggregate principal amount of \$5,000,000. The EMCP Notes are Subordinated Indebtedness of the Authority as provided in the General Resolution.

As of April 1, 2020, the Authority's Subordinated Notes, Series 2012 (the "2012 Subordinated Notes") and its Subordinated Notes, Series 2017 (the "2017 Subordinated Notes") were outstanding in the total aggregate principal amount of \$42,875,000. The 2012 Subordinated Notes and the 2017 Subordinated Notes are Subordinated Indebtedness of the Authority as provided in the General Resolution.

Information Included in this Official Statement. Part 1 of this Official Statement contains a description of the 2020 Bonds and the security for the 2020 Bonds, and a discussion of other matters relating to the 2020 Bonds. In Part 2 of this Official Statement, there is a description of the Authority, its operations and financial condition and a discussion of certain relevant developments.

The Authority's Financial Statements for the years ended December 31, 2019 and December 31, 2018 (With Independent Auditor's Report Thereon) and Management's Discussion and Analysis (Unaudited) (the "2019 Financial Statements") have been filed with the Electronic Municipal Market Access System ("EMMA") of the Municipal Securities Rulemaking Board ("MSRB"), currently located at <https://emma.msrb.org/>, and are hereby included by specific cross-reference in this Official Statement. For convenience, a copy of the 2019 Financial Statements is also available on the Authority's website at <https://www.nypa.gov/about/financials>. No statement on the Authority's website is included by specific cross-reference in this Official Statement.

The 2019 Financial Statements, as well as any other projections, budgets or forecasts herein, do not take into account the potential effects of the Coronavirus and COVID-19. The Authority is unable to determine if the Coronavirus and COVID-19 disruption will materially impact its future results of operations or financial position. The effects of the pandemic on the Authority's financial performance or operations could be material. See the 2019 Financial Statements, "Note 15 – Subsequent Events" on page 72. See "PART 2 – CERTAIN FINANCIAL MATTERS – Impacts from the Coronavirus and COVID-19 Pandemic."

A discussion of certain litigation pending or threatened against the Authority, or involving or adversely affecting the property or assets of or under the control of the Authority, is set forth in APPENDIX D to Part 1 of this Official Statement. A summary of certain provisions of the General Resolution is set forth in APPENDIX 1 to Part 2 of this Official Statement. The proposed form of the approving opinions of Co-Bond Counsel is set forth in APPENDIX A to Part 1 of this Official Statement. Extracts from the schedule of The Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE" are set forth in APPENDIX B to Part 1 of this Official Statement. Backgrounds of the Board of Trustees and certain senior management staff are set forth in APPENDIX 2 to Part 2 of this Official Statement. The form of the Continuing Disclosure Agreement that the Authority will execute in connection with the issuance of the 2020 Bonds is set forth in APPENDIX C to Part 1 of this Official Statement.

SECURITY FOR THE 2020 BONDS

The General Resolution authorizes the issuance of Obligations for any purpose authorized by the Act or other State statutory provision then applicable. All Obligations, including the 2020 Bonds, are payable from Revenues and secured by a pledge of the Trust Estate, subject to no prior pledge or lien.

Revenues

Revenues consist of all revenues, rates, fees, charges, rents, proceeds from the sale of Authority assets, insurance proceeds, and other income and receipts, as derived in cash by or for the account of the Authority directly or indirectly from any of the Authority's operations, including but not limited to the ownership or operation of any Project, but not including any such income or receipts attributable directly

or indirectly to the ownership or operation of any project financed from other available funds (a “Separately Financed Project”) (see “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION - Conditions for Issuance of Obligations”) and not including any federal or State grant moneys the receipt of which is conditioned upon their expenditure for a particular purpose.

Trust Estate

The Trust Estate consists of, collectively, (i) all Revenues; (ii) the proceeds of sale of Obligations until expended for the purposes authorized by the Supplemental Resolution authorizing such Obligations; (iii) all funds, accounts and subaccounts established by the General Resolution, including investment earnings thereon; and (iv) all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time conveyed, mortgaged, pledged, assigned or transferred as and for additional security for Obligations by the Authority, or by anyone on its behalf, or with its written consent, to the Trustee. The Trust Estate does not include any real property, structures, facilities, or equipment owned by the Authority. The Trust Estate also does not include the assets and income of the trusts established by the Authority to fund its Other Postemployment Benefits (“OPEB”) obligations and certain decommissioning costs relating to the two nuclear plants it sold in 2000. See “PART 2 - CERTAIN FINANCIAL MATTERS - State Pension Plan and Other Postemployment Benefits” and “ – Nuclear Plant Sale Matters.”

Application of Revenues

The General Resolution requires that all Revenues, and such portion of the proceeds of any Obligations issued to pay Operating Expenses, be deposited into the Operating Fund. Amounts in the Operating Fund are to be paid out, accumulated or withdrawn from time to time for the following purposes and, as of any time, in the following order of priority:

(1) payment of reasonable and necessary Operating Expenses or accumulation in the Operating Fund as a reserve (i) for working capital, (ii) for such Operating Expenses the payment of which is not immediately required, including, but not limited to amounts determined by the Authority to be required as an operating reserve, or (iii) deemed necessary or desirable by the Authority to comply with orders or other rulings of an agency or regulatory body having lawful jurisdiction;

(2) payment of, or accumulation in the Operating Fund as a reserve for the payment of, interest on and the principal or Redemption Price of Obligations, which includes the 2020 Bonds, and payments due under any Parity Debt, on a parity basis, on their respective due dates or redemption dates, as the case may be;

(3) payment of principal of and interest on any Subordinated Indebtedness or payment of amounts due under any Subordinated Contract Obligation;

(4) withdrawal and deposit in the Capital Fund; and

(5) withdrawal for any lawful corporate purpose as determined by the Authority, including but not limited to the purchase or redemption of Obligations or Subordinated Indebtedness, provided, that prior to any such withdrawal, the Authority shall have determined, taking into account, among other considerations, anticipated future receipts of Revenues or other moneys constituting part of the Trust Estate, that the funds to be so withdrawn are not needed for any of the purposes set forth in clauses (1), (2) or (3) above (see “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION”).

Any transfer of funds from the Operating Fund to pay Canal Corporation expenditures that are not Operating Expenses or Capital Costs would be subject to compliance with the provisions of clause (5) above. See “PART 2 - NEW YORK STATE CANAL CORPORATION” for additional information.

Since 1998, the Authority has maintained an operating reserve, presently funded in the amount of \$175 million. While the Authority intends to maintain the \$175 million operating reserve, the maintenance and size of the operating reserve is at the discretion of the Authority’s Board of Trustees and may at any time be modified or eliminated at the discretion of the Board.

Rate Covenant

The Authority has covenanted in the General Resolution that it shall at all times maintain rates, fees or charges, and any contracts entered into by the Authority for the sale, transmission or distribution of power shall contain rates, fees or charges, sufficient, together with other moneys available therefor (including the anticipated receipt of proceeds of sale of Obligations or other bonds, notes or other obligations or evidence of indebtedness of the Authority that will be used to pay the principal of Obligations issued in anticipation of such receipt),

- (i) to pay all Operating Expenses of the Authority,
- (ii) to pay the debt service on all Obligations, including the 2020 Bonds, then outstanding and the debt service on all Subordinated Indebtedness then outstanding, and all Parity Debt and Subordinated Contract Obligations, all as the same respectively become due and payable, and
- (iii) to maintain any reserve established by the Authority pursuant to the General Resolution, in such amount as may be determined from time to time by the Authority in its judgment.

The Authority is a party to various power sales agreements, which impose limitations on the Authority’s discretion to establish rate increases (see “PART 2 - POWER SALES”).

The rates for firm power and associated energy from the St. Lawrence-FDR and Niagara hydroelectric facilities sold by the Authority have been established for certain customers in the context of an agreement settling litigation (see “PART 2 - POWER SALES - St. Lawrence-FDR and Niagara”).

The rates for power generated and transmission service provided by the Authority are subject neither to the provisions of the New York Public Service Law (the “Public Service Law”) nor to regulation by the New York Public Service Commission (the “PSC”).

The Authority, being engaged in the wholesale transmission, sale and purchase of electricity, is a “Market Participant” in the NYISO. The NYISO collects charges associated with the use of transmission facilities for wholesale transactions, including the Authority’s transmission facilities, and remits the proceeds of such charges to the transmission owners in accordance with its tariff. Similarly, the NYISO collects charges associated with the sale of energy, capacity and ancillary services in the NYISO markets and remits the proceeds of such charges to the sellers of the electricity in accordance with their respective bids and applicable NYISO market procedures (see “PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR”).

Covenant Regarding Projects

The General Resolution also requires the Authority to operate or cause to be operated each Project in a sound and economical manner and to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, in good repair, working order and condition, and from time to time to make all necessary and proper repairs, replacements and renewals so that at all times the operations thereof may be properly and advantageously conducted. The General Resolution permits the Authority to cease operating or maintaining, and to lease or dispose of, any Projects (other than the Niagara and St. Lawrence-FDR Projects) if, in the judgment of the Authority, it is advisable to lease, dispose of, or not to operate and maintain the same and the operation thereof is not essential to the maintenance and continued operation of the rest of the Authority's Projects. See "PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION."

Additional Debt Issuance

The General Resolution permits the Authority to issue additional Obligations for any purpose authorized by the Act or other applicable State statutory provision, without restriction as to amount and without having to satisfy any debt service coverage or historical or projected earnings test. The Authority has covenanted in the General Resolution not to issue any bonds or evidences of indebtedness, other than Obligations, secured by a pledge of the Trust Estate, and not to create or cause to be created any lien or charge on the Trust Estate, except to the extent provided in the General Resolution; provided that the Authority may, at any time, or from time to time, incur Subordinated Indebtedness or enter into Subordinated Contract Obligations payable from Revenues and secured by a pledge of the Trust Estate, and such pledge shall be subordinate in all respects to the pledge created by the General Resolution as security for payment of Obligations, including the 2020 Bonds. As of the date of this Official Statement, the Subordinated Indebtedness issued by the Authority and outstanding consists of the CP Notes, the EMCP Notes, the 2012 Subordinated Notes, and the 2017 Subordinated Notes (see "PART 2 - CERTAIN FINANCIAL MATTERS - Outstanding Indebtedness").

The Authority may also incur Parity Debt payable and secured on a parity with Obligations, including the 2020 Bonds. Currently, there is no Parity Debt outstanding. Parity Debt may also be incurred in connection with, among other things, Credit Facilities, Qualified Swaps and certain take-or-pay fuel or power contracts (see "PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION - Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt").

In connection with future or outstanding debt, the Authority may enter into interest rate swap agreements, either of the fixed-to-floating rate or floating-to-fixed rate variety, which may also include forward swaps. The regularly scheduled payments under any such swap agreements could be either on a parity with Obligations, including the 2020 Bonds, or subordinate to Obligations, including the 2020 Bonds, as determined by the Authority. The payments relating to any termination or other fees, expenses, indemnification or other obligations to the counterparties under such swap agreements would be subordinate to Obligations, including the 2020 Bonds.

For a discussion of energy swap agreements entered into by the Authority, see the 2019 Financial Statements, "Note 8 – Risk Management and Hedging Activities" on pages 44-46.

The General Resolution also permits the Authority to issue bonds, notes, or any other obligations under another and separate resolution to finance a Separately Financed Project. The Authority currently does not have any Separately Financed Projects but intends to finance certain Clean Energy Solutions projects on this basis. See "PART 2 - CLEAN ENERGY SOLUTIONS".

General

The Authority has no taxing power, and its obligations are not debts of the State or of any political subdivision of the State, other than the Authority. The 2020 Bonds will not constitute a pledge of the faith and credit of the State or of any political subdivision thereof, other than the Authority. The issuance of the 2020 Bonds will not obligate the State or any of its political subdivisions to levy or pledge the receipts from any form of taxation for the payment of the 2020 Bonds.

For a description of other provisions of the General Resolution related to the security for Obligations, including the 2020 Bonds, see “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION.”

PLAN OF FINANCE

General

The proceeds of the 2020 Bonds will be used, together with other available funds, to finance capital expenditures related to the Authority’s transmission assets and other capital projects, including reimbursement for prior capital spending, defease to maturity, or call for redemption prior to maturity, a portion of the Authority’s Series 2011 A Revenue Bonds, refund a portion of the CP Notes which have been or are being issued to refund certain outstanding Bonds, pay capitalized interest, and pay the costs of issuance of the 2020 Bonds. Certain proceeds of the 2020 Bonds will be used to reimburse the Authority for moneys previously spent on capital expenditures.

See “PART 2 - CERTAIN FINANCIAL MATTERS – Projected Capital and Financing Requirements and Potential Initiatives”

The Authority currently plans to defease to the respective maturity dates those Series 2011 A Revenue Bonds maturing on November 15 of 2020, 2021, and 2022, and redeem prior to maturity the Series 2011 A Revenue Bonds maturing on November 15, 2023 on a redemption date of November 15, 2021. However, the particular maturity dates and principal amounts, or portions thereof, of the Authority’s Series 2011 A Revenue Bonds to be defeased and refunded with proceeds of the 2020 Bonds are subject to market conditions at the time of sale of the 2020 Bonds and will be selected by the Authority at the time of sale of the 2020 Bonds. Those particular maturity dates and principal amounts, or portions thereof, of the Authority’s Series 2011 A Revenue Bonds are referred to herein as the “Refunded Bonds.”

Upon delivery of the 2020 Bonds to the Underwriters, the Authority will enter into an Escrow Deposit Agreement (the “Escrow Agreement”) with The Bank of New York Mellon (in such capacity, the “Escrow Agent”), to provide for the defeasance and payment of the Refunded Bonds. The Authority will irrevocably deposit a portion of the proceeds of the Series 2020 Bonds and other available moneys with the Escrow Agent for deposit in a special escrow fund created by the Escrow Agreement (the “Escrow Fund”). Such proceeds and other moneys deposited in the Escrow Fund will be held as cash or invested in certain Defeasance Securities (as defined in “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION” herein) (the “Escrow Securities”) the maturing principal of and interest on which, together with cash on deposit in the Escrow Fund, will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds due on and prior to maturity or earlier redemption date. If Escrow Securities are purchased in the open market, they may be purchased from an Underwriter. Under the Escrow Agreement, the Escrow Fund (including the moneys and Escrow Securities on deposit therein), to the extent needed to pay the principal of and interest on the Refunded Bonds on and prior to their maturity or earlier redemption date, are irrevocably pledged to the payment of such principal and interest and will not be available to pay principal of or interest on the 2020 Bonds.

Proceeds of the 2020 Bonds issued to refund CP Notes will be applied to pay such CP Notes at maturity. The Authority currently plans to issue CP Notes with the intention of refunding certain of its Outstanding Obligations, which refunding is expected to be accomplished prior to the issuance of the 2020 Bonds. Specifically, the CP Notes would be issued to refund the Authority's Series 2003 A Revenue Bonds maturing November 15, 2023, a portion of its Series 2007 B Revenue Bonds maturing November 15, 2037, its Series 2015 A Revenue Bonds maturing November 15, 2020 and bearing interest at a rate of 2.00%, and its Series 2015 A Revenue Bonds maturing November 15, 2020 and bearing interest at a rate of 5.00%.

Samuel Klein and Company, Certified Public Accountants (the "Verification Agent") will verify at the time of delivery of the 2020 Bonds to the Underwriters, the mathematical accuracy of schedules that demonstrate that the Escrow Securities will mature and bear interest at such times and in such amounts as will be sufficient, together with other amounts on deposit in the Escrow Fund, to pay the principal of and interest on the Refunded Bonds prior to and on the maturity or earlier redemption date. See "PART 1- VERIFICATION".

Upon issuance of the 2020 Bonds, provision will be made in the Escrow Agreement for giving notice of redemption (if applicable), and the Refunded Bonds will not be subject to redemption other than as described above. By virtue of the deposits to the Escrow Fund and provisions for payment of the Refunded Bonds described above, and other provisions of the Escrow Agreement, and in reliance on the verification by the Verification Agent described above, after the issuance of the 2020 Bonds, the Refunded Bonds will be deemed to be no longer Outstanding under the Resolution and the pledge of Revenues and other moneys, securities, Funds and Accounts pledged under the General Resolution and all covenants, agreements and other obligations of the Authority to the holders of the Refunded Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. See "PART 2 - APPENDIX 1 – SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION – Defeasance".

Estimated Sources and Uses of Proceeds

Moneys will be derived from the sources and applied to the uses approximately as set forth below:

Sources of Funds

Principal Amount of the 2020 Bonds	\$
Original Issue Premium	
Total	\$_____

Application of Funds

Deposit into Construction Fund.....	\$_____
Reimbursement of Prior Capital Expenditures	
Deposit into Escrow Fund or Payment of CP Notes.....	
Deposit to Operating Fund for	
Payment of Capitalized Interest	
State Bond Issuance Fee	
Financing Costs ¹	
Total	\$_____

¹ Includes costs of issuance and underwriters' discount.

Potential Designation of Certain 2020 Bonds as Green Bonds

The Authority may designate certain maturities of the 2020 Bonds as “Green Bonds” (“Green Bonds”) due to the environmental benefits of the projects financed with such portion of the 2020 Bonds. The decision whether to make this designation will be made at the time of pricing and could include the creation of a separate series of 2020 Bonds. The Authority believes that many of its projected expenditures are aligned with Green Bond principles, and expects that at least 50% of the 2020 Bonds will be eligible to be designated as Green Bonds.

The Authority believes that the proceeds of any 2020 Bonds designated as Green Bonds will be used to finance capital projects that will directly assist in meeting the objectives of the New York State Climate Leadership and Community Protection Act, Chapter 106 of the Laws of 2019 (“Chapter 106”). Chapter 106 calls for the reduction of statewide greenhouse gas emissions (“GHG”) to 60% of 1990 levels by 2030 and 15% of 1990 levels by 2050. The Authority expects these projects will accelerate progress towards the State’s clean energy and climate goals, including the mandate to obtain 70% of the State’s electricity from renewable sources, as identified under Chapter 106. For more information on this legislation, see “PART 2 – LEGISLATION AFFECTING THE AUTHORITY – New York State Climate Leadership and Community Protection Act” and the 2019 Financial Statements, “Certain New Legislation Affecting the Authority” on page 16.

Use of Proceeds. The Authority expects to apply for Green Bond certification for any 2020 Bonds designated as Green Bonds, as the Authority anticipates the proceeds will meet certain defined uses that it expects to be eligible for a Green Bond certification. These defined uses may include expenditures for additions and improvements to certain of the Authority’s major transmission projects, including those described below:

- The 765-kV line south from the Canadian border to Marcy, New York;
- Two 345-kV lines from the Niagara Project east to Niagara Mohawk’s Edic Substation in central New York;
- Two 345-kV lines from Marcy, New York, connecting to other utility substations in southeastern New York;
- Three 345-kV lines from the Blenheim-Gilboa Project extending to substations near Athens, New Scotland, and Delhi, respectively; and
- Two 230-kV lines extending east from the St. Lawrence Project to Plattsburgh, New York, and to the Vermont border.

For more information on the Authority’s transmission assets which may qualify for Green Bond designation, see “PART 2 - THE AUTHORITY’S FACILITIES - Transmission – *The Authority’s Transmission System.*”

Environmental Benefits. Based on the expected contribution of these projects towards the realization of the objectives of Chapter 106, and their critical importance to ensuring the overall resiliency and flexibility of the NYISO electric grid, the Authority expects a portion of the 2020 Bonds for these projects to be eligible for Green Bond certification by an external, independent green bond certification provider. The Authority has submitted an application for certification of such 2020 Bonds as Green Bonds. The Authority can provide no assurance that the certification will be approved.

Green Bonds Designation. The term “Green Bonds” is not defined in nor related to the General Resolution. The use of the term in this Official Statement is solely for identification purposes and is not intended to provide or imply that any owner of any 2020 Bond is entitled to any security other than as provided in the General Resolution. The repayment obligation of the Authority with respect to the 2020 Bonds is not conditioned on the satisfaction of any certification related to the status of the 2020 Bonds as Green Bonds. The Authority does not make any representation as to the sustainability of the 2020 Bonds to fulfill such environmental and ability criteria. The 2020 Bonds may not be a suitable investment for investors seeking exposure to green or sustainable assets. There is currently no market consensus on what precise attributes are required for a particular project to be defined as “green” or “sustainable” and therefore no assurance can be provided to investors that the projects financed with proceeds of the 2020 Bonds will continue to meet investor expectations regarding sustainability performance.

THE 2020 BONDS

General Terms

The 2020 Bonds will be serial bonds and term bonds and will be dated, will mature at the times and in the principal amounts, and will bear interest at the rates as set forth on the inside cover page of this Official Statement.

The 2020 A Bonds are issuable in fully registered form in the denominations of \$5,000 or any integral multiple thereof and the 2020 B Bonds are issuable in fully registered form in the denominations of \$1,000 or any integral multiple thereof. The 2020 Bonds will be registered in the name of Cede & Co., as nominee of DTC (see “PART 1 - APPENDIX B - BOOK-ENTRY-ONLY SYSTEM PROCEDURES”). So long as the 2020 Bonds are registered in the name of Cede & Co., principal and interest will be payable solely to Cede & Co., as nominee of DTC, as the sole registered owner of the 2020 Bonds, and, except under the caption “PART 1 - TAX MATTERS,” references herein to the registered owners or owners shall be to DTC and not the beneficial owners.

The 2020 Bonds will bear interest payable on November 15, 2020 and semiannually thereafter on each May 15 and November 15, to the registered owners as of the close of business on the first day (whether or not a business day) of the month in which such interest payment date occurs by check or draft mailed to the address as it appears on the books of registry maintained by The Bank of New York Mellon, the Registrar pursuant to the General Resolution, at its principal corporate trust office.

Redemption and Mandatory Tender*

2020 A Bonds

Optional Redemption and Mandatory Tender. The 2020 A Bonds will be subject to redemption prior to maturity, or mandatory tender, at the option of the Authority on or after May 15, 2030, upon 20 days’ written notice, at any time as a whole or in part as determined by the Authority, at a price equal to the principal amount of the 2020 A Bonds, plus accrued interest to the redemption date.

Sinking Fund Redemption. Certain 2020 A Bonds will be subject to mandatory redemption prior to maturity in part through application of sinking fund installments at 100% of the principal (subject to authorized denominations) amount thereof plus accrued interest to the date of redemption, on the dates and in the amounts of the sinking fund installments shown on the following schedule:

* Preliminary, subject to change.

Term Bonds Maturing on November 15, _____

<u>November 15</u>	<u>Principal Amount</u>

Term Bonds Maturing on November 15, _____

<u>November 15</u>	<u>Principal Amount</u>

Term Bonds Maturing on November 15, _____

<u>November 15</u>	<u>Principal Amount</u>

In the event that a principal amount of 2020 A Bonds maturing on November 15, ____, ____, or ____ is deemed to be no longer Outstanding, except by mandatory redemption pursuant to the preceding paragraph, such principal amount shall be applied to reduce the remaining sinking fund installments for such 2020 A Bonds, on the dates and in such order of maturity, as may be determined by the Authority.

2020 B Bonds

Optional Redemption and Mandatory Tender. The 2020 B Bonds will be subject to redemption prior to maturity, or mandatory tender, at the option of the Authority at any time as a whole or in part (and if less than all of a maturity is to be redeemed, subject to minimum authorized denominations), at a price equal to the principal amount of the 2020 B Bonds to be redeemed plus the Applicable Premium, if any, together with accrued interest to the redemption date. The “Applicable Premium” of any redeemed 2020 B Bond equals the excess of: (a) the present value at the date of redemption or mandatory tender of the principal amount of such 2020 B Bonds subject to redemption or mandatory tender, plus all required interest payments due on such 2020 B Bond to the Principal Payment date(s) (excluding accrued but unpaid interest), calculated by the Authority (which calculation shall be conclusive), using a discount rate equal to the Treasury Rate plus __ basis points minus (b) the principal amount of such 2020 B Bond. The Applicable Premium shall not be less than \$0.00. For purposes of this provision, with respect to 2020 Bonds subject to sinking fund redemption as described below, “such 2020 B Bonds” and “Principal Payment” refers to those sinking fund installments that the Authority has determined to reduce or eliminate as a result of such optional redemption or Mandatory Tender.

If the period from the date of redemption or mandatory tender to the weighted average maturity of the Principal Payment date(s) is greater than one year, the “Treasury Rate” will be equal to the actual or interpolated yield to maturity of U.S. Treasury Securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15) that becomes publicly available on the date of calculation of the Applicable Premium, but in no event less than seven days nor more than sixty days prior to the date of redemption, equal to the period from the date of redemption to the weighted average maturity of the Principal Payment date(s). If the weighted average maturity of the Principal Payment date(s) is less than one year, the “Treasury Rate” will be equal to the weekly average yield of actually traded United States Treasury securities adjusted to a constant maturity of one year. If the Federal Reserve Statistical

Release H. 15 is no longer published, the Applicable Premium shall be calculated using any publicly available source of similar market data.

Sinking Fund Redemption. Certain 2020 B Bonds will be subject to mandatory redemption prior to maturity in part through application of sinking fund installments at 100% of the principal (subject to authorized denominations) amount thereof plus accrued interest to the date of redemption, on the dates and in the amounts of the sinking fund installments shown on the following schedule:

Term Bonds Maturing on November 15, _____

<u>November 15</u>	<u>Principal Amount</u>

In the event that a principal amount of 2020 B Bonds maturing on November 15, _____ is deemed to be no longer Outstanding, except by mandatory redemption pursuant to the preceding paragraph, such principal amount shall be applied to reduce the remaining sinking fund installments for such 2020 B Bonds, on the dates and in such order of maturity, as may be determined by the Authority.

Tender of Multi-Modal Bonds in the Fixed Rate Mode

The 2020 Bonds are being offered as multi-modal bonds in a fixed rate mode. The Authority may cause a mandatory tender of the 2020 Bonds at the applicable optional redemption price on any date such Bonds are subject to optional redemption by giving 20 days' written notice to the Holders. If notice of mandatory tender has been given and funds prove insufficient, the 2020 Bonds not purchased shall continue in the fixed rate mode, without change in interest rate, maturity date or other terms. Other modes to which the 2020 Bonds may be converted following a mandatory tender are not described in this Official Statement. After mandatory tender and purchase of the 2020 Bonds, the 2020 Bonds may be remarketed in an alternate mode and may bear interest from the date thereof at a different rate.

Selection of 2020 Bonds to Be Redeemed or Tendered

In the event that less than all of the 2020 A Bonds of a maturity are redeemed or called for mandatory tender, the 2020 A Bonds of such maturity to be redeemed or tendered will be selected by the Trustee in such manner as the Trustee shall deem appropriate and fair. In the event that less than all of the 2020 B Bonds of a maturity are redeemed or called for mandatory tender, the 2020 B Bonds of such maturity to be redeemed or called for mandatory tender will be selected by the Trustee *pro rata* in such manner as the Trustee shall deem appropriate and fair, subject to minimum denominations. However, for so long as a book-entry-only system is in effect with respect to the 2020 B Bonds, DTC or its successor will treat partial redemptions in accordance with its rules and procedures as a "Pro Rata Pass-Through Distribution of Principal" and DTC or its successor, and direct and indirect DTC participants, will determine the particular ownership interests of 2020 B Bonds of such maturity to be redeemed. Any failure of DTC or its successor, or of a direct or indirect DTC participant, to make such determination will not affect the sufficiency or the validity of the redemption of 2020 B Bonds to be redeemed (see "PART 1 - APPENDIX B - BOOK-ENTRY-ONLY SYSTEM PROCEDURES").

Notice of Redemption or Tender

For so long as a book-entry-only system is in effect with respect to the 2020 Bonds, notice of redemption or mandatory tender of 2020 Bonds to be redeemed or subject to mandatory tender is to be mailed, not less than 20 days nor more than 45 days prior to the redemption date or tender date, as applicable, to DTC or its nominee or its successor. Any failure of DTC or its successor, or of a direct or indirect DTC participant, to notify a beneficial owner of a 2020 Bond of any redemption or tender will not affect the sufficiency or the validity of the redemption or tender of the 2020 Bonds to be redeemed or tendered (see “PART 1 - APPENDIX B - BOOK-ENTRY-ONLY SYSTEM PROCEDURES”).

Any notice of optional redemption or tender may state that it is conditional upon receipt by the Trustee of moneys sufficient to pay the Redemption Price or tender price of such 2020 Bonds or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such Redemption Price or tender price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Trustee to affected Owners of 2020 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Neither the Authority nor the Trustee can give any assurance that DTC or its successor, or direct or indirect DTC participants, will distribute such redemption or tender notices to the beneficial owners of the 2020 Bonds, or that they will do so on a timely basis.

TAX MATTERS

The Tax-Exempt Bonds

Opinions of Co-Bond Counsel.

In the opinions of Hawkins Delafield & Wood LLP and Bryant Rabbino LLP, Co-Bond Counsel to the Authority, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2020 A Bonds (the “Tax-Exempt Bonds”) is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code and (ii) interest on the Tax-Exempt Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code. In rendering their opinions, Co-Bond Counsel have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Authority in connection with the Tax-Exempt Bonds, and Co-Bond Counsel have assumed compliance by the Authority with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Tax-Exempt Bonds from gross income under Section 103 of the Code.

In addition, in the opinions of Co-Bond Counsel to the Authority, under existing statutes, interest on the Tax-Exempt Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof, including the City.

Co-Bond Counsel express no opinion as to any other federal, state or local tax consequences arising with respect to the Tax-Exempt Bonds, or the ownership or disposition thereof, except as stated above. Co-Bond Counsel render their opinions under existing statutes and court decisions as of the issue date, and assume no obligation to update, revise or supplement their opinions to reflect any action thereafter taken or not taken, any fact or circumstance that may thereafter come to their respective attention, any change in law or interpretation thereof that may thereafter occur, or for any other reason. Co-Bond Counsel express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, Co-Bond Counsel express no opinion on the effect of any action taken or not

taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Tax-Exempt Bonds in order that interest on the Tax-Exempt Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Tax-Exempt Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal government. Noncompliance with such requirements may cause interest on the Tax-Exempt Bonds to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Authority has covenanted under the General Resolution to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Tax-Exempt Bonds from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Tax-Exempt Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a Tax-Exempt Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Tax-Exempt Bonds.

Prospective owners of the Tax-Exempt Bonds should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the Tax-Exempt Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Original Issue Discount

“Original issue discount” (“OID”) is the excess of the sum of all amounts payable at the stated maturity of a Tax-Exempt Bond (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the “issue price” of a maturity (a bond with the same maturity date, interest rate, and credit terms) means the first price at which at least 10 percent of such maturity was sold to the public, i.e., a purchaser who is not, directly or indirectly, a signatory to a written contract to participate in the initial sale of the Tax-Exempt Bonds. In general, the issue price for each maturity of the Tax-Exempt Bonds is expected to be the initial public offering price set forth on the inside cover page of the Official Statement. Co-Bond Counsel further are of the opinion that, for any Tax-Exempt Bonds having OID (a “Discount Bond”), OID that has accrued and is properly allocable to the owners of the Discount Bonds under Section 1288 of the Code is excludable from gross income for federal income tax purposes to the same extent as other interest on the Tax-Exempt Bonds.

In general, under Section 1288 of the Code, OID on a Discount Bond accrues under a constant-yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner's adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Owners of Discount Bonds should consult their own tax advisors with respect to the treatment of original issue discount for federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Bonds.

Bond Premium

In general, if an owner acquires a bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the bond after the acquisition date (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates), that premium constitutes "bond premium" on that bond (a "Premium Bond"). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner's yield over the remaining term of the Premium Bond determined based on constant-yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner's regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner's original acquisition cost. Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Tax-Exempt Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Tax-Exempt Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. Any amounts withheld

pursuant to backup withholding would be allowed as a refund or a credit against the owner's federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Tax-Exempt Bonds under federal or state law or otherwise prevent beneficial owners of the Tax-Exempt Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Tax-Exempt Bonds.

Prospective purchasers of the Tax-Exempt Bonds should consult their own tax advisors regarding the foregoing matters.

The Taxable Bonds

General

In the opinions of Co-Bond Counsel to the Authority, interest on the 2020 B Bonds (the "Taxable Bonds") (i) is included in gross income for federal income tax purposes and (ii) is exempt, under existing statutes, from personal income taxes imposed by the State or any political subdivisions thereof including the City.

The following discussion is a brief summary of the principal United States federal income tax consequences of the acquisition, ownership and disposition of Taxable Bonds by original purchasers of the Taxable Bonds who are "U.S. Holders," as defined herein. This summary (i) is based on the Code, Treasury Regulations, revenue rulings and court decisions, all as currently in effect and all subject to change at any time, possibly with retroactive effect; (ii) assumes that the Taxable Bonds will be held as "capital assets;" and (iii) does not discuss all of the United States federal income tax consequences that may be relevant to a U.S. Holder in light of its particular circumstances or to U.S. Holders subject to special rules, such as insurance companies, financial institutions, tax-exempt organizations, dealers in securities or foreign currencies, persons holding the Taxable Bonds as a position in a "hedge" or "straddle," U.S. Holders whose functional currency (as defined in Section 985 of the Code) is not the United States dollar, U.S. Holders who acquire Taxable Bonds in the secondary market, or individuals, estates and trusts subject to the tax on unearned income imposed by Section 1411 of the Code.

Certain taxpayers that are required to prepare certified financial statements with certain regulatory or governmental agencies may be required to recognize income, gain and loss with respect to the Taxable Bonds at the time that such income, gain or loss is taken into account on such financial statements instead of under the rules described below.

U.S. Holders of Taxable Bonds should consult with their own tax advisors concerning the United States federal income tax and other consequences with respect to the acquisition, ownership and disposition of the Taxable Bonds as well as any tax consequences that may arise under the laws of any state, local or foreign tax jurisdiction.

Original Issue Discount

In general, if Original Issue Discount (“OID”) is greater than a statutorily defined *de minimis* amount, a U.S. Holder of a Taxable Bond must include in federal gross income (for each day of the taxable year, or portion of the taxable year, in which such U.S. Holder holds such Taxable Bond) the daily portion of OID, as it accrues (generally on a constant-yield method) and regardless of the U.S. Holder’s method of accounting. “OID” is the excess of (i) the “stated redemption price at maturity” over (ii) the “issue price.” For purposes of the foregoing: “issue price” means the first price at which a substantial amount of the Taxable Bond is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers); “stated redemption price at maturity” means the sum of all payments, other than “qualified stated interest,” provided by such Taxable Bond; “qualified stated interest” is stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate; and “*de minimis* amount” is an amount equal to 0.25 percent of the Taxable Bond’s stated redemption price at maturity multiplied by the number of complete years to its maturity. A U.S. Holder may irrevocably elect to include in gross income all interest that accrues on a Taxable Bond using the constant-yield method, subject to certain modifications.

Bond Premium

In general, if a Taxable Bond is originally issued for an issue price (excluding accrued interest) that reflects a premium over the sum of all amounts payable on the Taxable Bond other than “qualified stated interest” (a “Taxable Premium Bond”), that Taxable Premium Bond will be subject to Section 171 of the Code, relating to bond premium. In general, if the U.S. Holder of a Taxable Premium Bond elects to amortize the premium as “amortizable bond premium” over the remaining term of the Taxable Premium Bond, determined based on constant-yield principles (in certain cases involving a Taxable Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the highest yield on such bond), the amortizable premium is treated as an offset to interest income; the U.S. Holder will make a corresponding adjustment to the U.S. Holder’s basis in the Taxable Premium Bond. Any such election is generally irrevocable and applies to all debt instruments of the U.S. Holder (other than tax-exempt bonds) held at the beginning of the first taxable year to which the election applies and to all such debt instruments thereafter acquired. Under certain circumstances, the U.S. Holder of a Taxable Premium Bond may realize a taxable gain upon disposition of the Taxable Premium Bond even though it is sold or redeemed for an amount less than or equal to the U.S. Holder’s original acquisition cost.

Disposition and Defeasance

Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Taxable Bond, a U.S. Holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such U.S. Holder’s adjusted tax basis in the Taxable Bond.

The Authority may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Taxable Bonds to be deemed to be no longer outstanding under the General Resolution (a “defeasance”). (See “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION” herein). For federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Taxable Bonds subsequent to any such defeasance could also be affected.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to non-corporate U.S. Holders of the Taxable Bonds with respect to payments of principal, payments of interest, and the accrual of OID on a Taxable Bond and the proceeds of the sale of a Taxable Bond before maturity within the United States. Backup withholding may apply to U.S. Holders of Taxable Bonds under Section 3406 of the Code. Any amounts withheld under the backup withholding rules from a payment to a beneficial owner, and which constitutes over-withholding, would be allowed as a refund or a credit against such beneficial owner's United States federal income tax provided the required information is furnished to the Internal Revenue Service.

U.S. Holders

The term "U.S. Holder" means a beneficial owner of a Taxable Bond that is: (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a United States court and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions whether at the federal or State level may adversely affect the tax-exempt status of interest on the Taxable Bonds under State law and could affect the market price or marketability of the Taxable Bonds.

Prospective purchasers of the Taxable Bonds should consult their own tax advisors regarding the foregoing matters.

ERISA CONSIDERATIONS

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to ERISA, including entities whose underlying assets include the assets of such plans pursuant to the final regulations issued by the United States Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (collectively, "ERISA Plans") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of any investment by an ERISA Plan in the 2020 Bonds must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment. Certain employee benefit plans, such as governmental plans (as defined in Section 3(32) of ERISA), non-U.S. plans (as described in Section 4(b)(4) of ERISA) and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements or Section 4975 of the Code, but may be subject to requirements or prohibitions under applicable federal, state, local, non-U.S. or other laws or regulations that are, to a material extent, similar to the requirements of ERISA and Section 4975 of the Code ("Similar Law").

In addition, ERISA and the Code generally prohibit certain transactions between an ERISA Plan or a qualified employee benefit plan under the Code and persons who, with respect to that plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. In the absence of an applicable statutory, regulatory, class or administrative exemption, transactions between an ERISA Plan and a party in interest with respect to an ERISA Plan, including the acquisition by one from the other of the 2020 Bonds could be viewed as violating those prohibitions. In addition, Section 4975 of the Code prohibits transactions between certain tax-favored vehicles such as Individual Retirement Accounts described in Section 408(a) of the Code and disqualified persons. Section 503 of the Code includes similar restrictions with respect to governmental and church plans. In this regard, the State or any dealer of the 2020 Bonds might be considered or might become a “party in interest” within the meaning of ERISA or a “disqualified person” within the meaning of the Code, with respect to an ERISA Plan or a plan or arrangement subject to Sections 4975 or 503 of the Code. Prohibited transactions within the meaning of ERISA and the Code may arise if the 2020 Bonds are acquired by such plans or arrangements with respect to which the State or any dealer is a party in interest or disqualified person.

By its acceptance of 2020 Bonds, each purchaser will be deemed to have represented and warranted that either (i) no “plan assets” of any ERISA Plan or a plan subject to Similar Law have been used to purchase such 2020 Bonds or (ii) the purchase and holding of such 2020 Bonds is exempt from the prohibited transaction restrictions of ERISA and Section 4975 of the Code pursuant to a statutory, regulatory, class or administrative exemption and will not violate Similar Law.

The foregoing discussion is general in nature and is not intended to be all-inclusive. In all events, fiduciaries of ERISA Plans and plans or arrangements subject to the above sections of the Code, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in the 2020 Bonds. The sale of the 2020 Bonds to a plan is in no respect a representation by the Authority or the Underwriters that such an investment meets the relevant legal requirements with respect to benefit plans generally or any particular plan. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that any ERISA Plan fiduciary or other person considering whether to invest in the 2020 Bonds on behalf of an ERISA Plan should consult with its counsel to confirm that such investment is permitted under the plan documents and will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code and other applicable law. In addition, persons responsible for considering the purchase of 2020 Bonds by a governmental plan, non-electing church plan or non-U.S. plan should consult with its counsel regarding the applicability of any Similar Law to such an investment.

UNDERWRITING

The underwriters listed on the cover page of this Official Statement (collectively, the “Underwriters”), have jointly and severally agreed, subject to certain conditions, to purchase from the Authority the 2020 Bonds at a purchase price of \$_____, or approximately ____% of the aggregate principal amount of the 2020 Bonds. The purchase price reflects an original issue premium of \$_____ and an underwriters’ discount of \$_____. The Underwriters will be obligated to purchase all 2020 Bonds if any are purchased. Goldman Sachs & Co. LLC is acting as the representative of the Underwriters with respect to the 2020 Bonds.

The Underwriters have advised the Authority that the 2020 Bonds being reoffered may be offered and sold to certain dealers (including dealers depositing such 2020 Bonds into investment trusts) at prices lower than such initial public offering prices. After the initial public offering, the public offering prices may be changed from time to time by the Underwriters.

The following paragraphs have been provided by the Underwriters:

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

In addition, certain of the Underwriters may have entered into distribution agreements with other broker-dealers (that have not been designated by the Authority as Underwriters) for the distribution of the 2020 Bonds at the original issue prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission (the “SEC”) as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934, as amended and in effect on the date hereof (the “Exchange Act”).

CONTINUING DISCLOSURE UNDERTAKING FOR THE 2020 BONDS

Pursuant to a Continuing Disclosure Agreement dated the date of the delivery of the 2020 Bonds, to be entered into by and between the Authority and the Trustee, the Authority will covenant, for the benefit of the holders of the 2020 Bonds, to provide certain financial information and operating data relating to the Authority by no later than nine months after the end of each of the Authority’s fiscal years (presently, by each September 30) (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events with respect to the 2020 Bonds. Any filing under the Continuing Disclosure Agreement will be made solely by transmitting such filing to EMMA, currently located at <https://emma.msrb.org/>.

The specific nature of the information to be contained in the Annual Report and the notices of material events is set forth in the form of the Continuing Disclosure Agreement, which is included in its entirety in APPENDIX C to Part 1 of this Official Statement. The Authority’s agreement will be made in order to assist the Underwriters in complying with Rule 15c2-12 adopted by the SEC under the Exchange Act as amended and in effect on the date hereof (“Rule 15c2-12”).

The Authority’s 2012 Subordinated Notes were issued and sold to another New York State public authority (the “2012 Purchaser”) in a private placement. Although such private placement was not subject to the continuing disclosure requirements of Rule 15c2-12, the Authority and 2012 Purchaser agreed that the Authority would file annual financial information and information about certain notice events relating to the 2012 Subordinated Notes with the MSRB in a manner and at times comparable to the provision of such annual information and notice events to the MSRB pursuant to the Authority’s continuing disclosure agreement relating to the Authority’s Series 2011 A Bonds. The Authority timely filed its annual financial information for 2012 but such filing did not identify the 2012 Subordinated Notes as being one of Authority

obligations which were the subject of such filing. Subsequent continuing disclosure filings have identified the 2012 Subordinated Notes and the Authority amended its 2012 filing on October 16, 2015. The annual financial and operating information for the year ended December 31, 2018 filed with EMMA by the Authority on September 30, 2019 did not include the “capacity and availability factors information by unit” required to be filed in accordance with the Authority’s continuing disclosure undertakings. Such capacity and availability information was filed with EMMA on October 1, 2019.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”), S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC (“S&P”), and Fitch Ratings (“Fitch”) have assigned ratings of “___”, “___”, and “___”, respectively, to the 2020 Bonds.

The respective ratings by Moody’s, S&P, and Fitch of the 2020 Bonds reflect only the views of such organizations and any desired explanation of the significance of such ratings and any outlooks or other statements given by the rating agencies with respect thereto should be obtained from the rating agency furnishing the same, at the following addresses: Moody’s Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, S&P Global Ratings, 55 Water Street, New York, New York 10041, and Fitch Ratings, One State Street Plaza, New York, New York 10004. Generally, a rating agency bases its ratings and outlook (if any) on the information and materials furnished to it and on investigations, studies and assumptions of its own. The Authority has furnished to each rating agency rating the 2020 Bonds information, including information not included in this Official Statement, about the Authority and the 2020 Bonds. There is no assurance such ratings for the 2020 Bonds will continue for any given period of time or that any of such ratings will not be revised downward or withdrawn entirely by any of the rating agencies, if, in the judgment of such rating agency or agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2020 Bonds.

FINANCIAL ADVISOR

PFM Financial Advisors LLC (“PFM”) serves as independent financial advisor to the Authority in connection with the structuring, marketing and sale of the 2020 Bonds, including the timing and conditions of issuance, and other such financial guidance as requested by the Authority. Although PFM participated in the review of this Official Statement and other related transaction documents, PFM has not independently verified any of the information set forth herein.

VERIFICATION

The sufficiency of amounts on deposit and investment earnings under the Escrow Agreement and to be paid with respect to the 2020 Bonds will be verified by the Samuel Klein and Company, Certified Public Accountants, as Verification Agent. The Verification Agent will deliver a report or reports to that effect on the date of delivery of the 2020 Bonds. The report or reports of the Verification Agent will include the statement that the scope of their engagement was limited to verifying the mathematical accuracy of the computations contained in such schedules provided to them and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report or reports.

LITIGATION

There is no litigation pending or, to the knowledge of the Authority, threatened in any court (either State or federal) to restrain or enjoin the sale, issuance or delivery of the 2020 Bonds or questioning the creation, organization or existence of the Authority, the title to office of the Trustees or officers of the Authority, the validity of the General Resolution, the pledge of the Trust Estate, the proceedings for the authorization, execution, authentication and delivery of the 2020 Bonds or the validity of the 2020 Bonds.

Litigation pending against the Authority (under the jurisdiction of either State or federal courts or agencies) or threatened against the Authority, or involving or adversely affecting any of the property or assets of or under the control of the Authority, includes, among other matters, the matters described in APPENDIX D to Part 1 of this Official Statement.

The Authority is unable to predict the outcome of matters described in APPENDIX D, as well as the other actions or proceedings referred to in this Official Statement, but believes that the Authority has meritorious defenses or positions with respect thereto. Adverse decisions or determinations of certain types could, however, delay or impede the Authority's construction and operation of its existing or planned projects and could require the Authority to incur substantial additional costs, and such decisions or determinations could also adversely affect the Authority's revenues. See "PART 2 - CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY AND THE AUTHORITY" for information with respect to certain other regulatory and administrative matters.

LEGALITY FOR INVESTMENT

The Act provides that the 2020 Bonds will be legal investments under present provisions of State law for public officers and bodies of the State and municipalities and municipal subdivisions, insurance companies and associations and other persons carrying on an insurance business, banks, bankers and trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies, and other persons carrying on a banking business, and all other persons whatsoever who are now or may hereafter be authorized to invest in bonds of the State; but the 2020 Bonds will not be eligible for the investment of funds, including capital, of trusts, estates or guardianships under the control of individual administrators, guardians, executors, trustees and other individual fiduciaries, except when such individual fiduciary is acting with a corporate co-fiduciary. Under the Act, the 2020 Bonds will be eligible for deposit with all public officers and bodies of the State for any purpose for which the deposit of the State's obligations is or may be authorized.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization and issuance of the 2020 Bonds are subject to the approval of Hawkins Delafield & Wood LLP and Bryant Rabbino LLP, each Co-Bond Counsel to the Authority. The approving opinions of Co-Bond Counsel to be delivered with such 2020 Bonds will be in substantially the form attached to Part 1 of this Official Statement as APPENDIX A. Certain legal matters will be passed upon for the Underwriters by their counsel, Orrick Herrington & Sutcliffe LLP. Certain legal matters are subject to the approval of Nixon Peabody LLP and The Hardwick Law Firm, LLC, each Co-Special Counsel to the Authority.

Each of Co-Bond Counsel, Co-Special Counsel, and Underwriters' Counsel will receive compensation contingent upon the sale and delivery of the 2020 Bonds. From time to time, Co-Bond Counsel and Co-Special Counsel each may represent one or more of the Underwriters in matters unrelated to the Authority or the 2020 Bonds.

MISCELLANEOUS

The references in this Official Statement (which consists of Part 1 and Part 2) to the General Resolution, the State Constitution, the Act, the Public Service Law, the Niagara Redevelopment Act, the Federal Power Act, the Code, certain other legislation and court and Federal Energy Regulatory Commission decisions, orders and other actions, the licenses, certifications and permits for the Authority's facilities and certain contracts and leases of the Authority are brief summaries and outlines of certain portions or provisions thereof. Such summaries and outlines do not purport to be complete, and reference is made to such documents, legislation, decisions, orders, actions, licenses, certifications, permits, contracts and leases for full and complete statements of such portions or provisions. Copies of such documents are on file at the offices of the Authority. All estimates and opinions presented herein are intended only as such and not as representations of fact.

The agreements with the Owners of the 2020 Bonds are fully set forth in the General Resolution and the Continuing Disclosure Agreement. This Official Statement does not constitute and is not intended to constitute a contract between the Authority and any Owner of any 2020 Bond.

All inquiries to the Authority relating to this Official Statement should be addressed to Treasurer, Power Authority of the State of New York, 123 Main Street, White Plains, New York 10601 (telephone number: (914) 681-6200)).

The delivery of this Official Statement has been duly authorized by the Authority.

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
President and Chief Executive Officer

_____, 2020

**FORM OF APPROVING OPINIONS OF CO-BOND COUNSEL
WITH RESPECT TO THE 2020 BONDS**

_____, 2020

Power Authority of the State of New York
123 Main Street
White Plains, New York 10601

Ladies and Gentlemen:

We have examined a certified copy of a record of proceedings relating to the issuance of Series 2020 A Revenue Bonds (Tax-Exempt) in the principal amount of \$_____ (the “2020 A Bonds”) and Series 2020 B Revenue Bonds (Federally Taxable) in the principal amount of \$_____ (the “2020 B Bonds”, and together with the 2020 A Bonds, the “2020 Bonds”) of the Power Authority of the State of New York (the “Authority”), a body corporate and politic constituting a corporate municipal instrumentality and political subdivision of the State of New York (the “State”).

The 2020 Bonds are issued under and pursuant to the Constitution and statutes of the State, including the Power Authority Act, being Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (herein called the “Act”), and under and pursuant to proceedings of the Authority duly taken, including a resolution of the Authority adopted on February 24, 1998, entitled “General Resolution Authorizing Revenue Obligations” (the “General Resolution”), as amended and supplemented, including by an Eleventh Supplemental Resolution adopted on November 7, 2016, as amended and restated on March 31, 2020 (the “Eleventh Supplemental Resolution” and, together with the General Resolution, the “Resolution”).

The 2020 Bonds are dated, mature, are subject to redemption and tender, are payable and bear interest, all as provided in the Resolution.

The Authority reserves the right to issue additional bonds, notes and other obligations as parity obligations under the Resolution (collectively with the 2020 Bonds and all other outstanding parity obligations under the Resolution, the “Revenue Bonds”) on the terms and conditions, and for the purposes, stated in the Resolution. Under the provisions of the Resolution, all such Revenue Bonds will rank equally as to security and payment with the 2020 Bonds.

We are of the opinion that:

1. The Authority is duly created and validly existing under the provisions of the Act.
2. The Authority has the right and power under the Act to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority and enforceable in accordance with its terms, and no other authorization for the Resolution is required. The Eleventh Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the General Resolution, is authorized or permitted by the General Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms. The Resolution creates the valid pledge which it purports to create of the Trust Estate (as defined and to the extent provided in the Resolution), subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

3. The 2020 Bonds have been duly and validly authorized and issued in accordance with law and in accordance with the Resolution, and are valid, binding and direct obligations of the Authority, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Act, payable solely from the Trust Estate as and to the extent provided in the Resolution. The Authority has good right and lawful authority under the Act to effectuate the purposes for which the proceeds of such Bonds will be utilized, subject to obtaining such licenses, orders or other authorizations, if any, as, at the date hereof, may be required to be obtained from any agency or regulatory body having lawful jurisdiction in order to effectuate such purposes. The Authority has no taxing power, the 2020 Bonds are not debts of the State or of any political subdivision of the State, other than the Authority, and the 2020 Bonds will not constitute a pledge of the faith and credit of the State or of any political subdivision thereof, other than the Authority.

4. Under existing statutes, interest on the 2020 Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof, including The City of New York.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2020 A Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the 2020 A Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code. In rendering the opinions in this paragraph 5, we have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Authority in connection with the 2020 A Bonds, and we have assumed compliance by the Authority with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the 2020 A Bonds from gross income under Section 103 of the Code.

6. The original issue discount on the 2020 A Bonds if any, that has accrued and is properly allocable to the owners thereof under Section 1288 of the Code is excludable from gross income for federal income tax purposes to the same extent as other interest on the 2020 A Bonds.

7. Interest on the 2020 B Bonds is included in gross income for federal income tax purposes.

The opinions expressed in paragraphs 2 and 3 above are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and are subject to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforcement is considered in a proceeding in equity or at law.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the 2020 Bonds, or the ownership or disposition thereof, except as stated in paragraphs 4, 5, 6 and 7 above. We render our opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement our opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the 2020 A Bonds.

In rendering the foregoing opinions we have made a review of such legal proceedings as we have deemed necessary to approve the legality and validity of the 2020 Bonds. In rendering the foregoing opinions we have not been requested to examine any document or financial or other information concerning the Authority, other than the record of proceedings referred to above, and we express no opinion as to the

accuracy, adequacy, sufficiency or completeness of any financial or other information which has been or will be supplied to purchasers of the 2020 Bonds.

This letter is rendered solely with regard to the matters expressly opined on above and does not consider or extend to any documents, agreements, representations or other material or matters of any kind not specifically opined on above. No other opinions are intended nor should they be inferred. Our services did not include financial or other non-legal advice.

Very truly yours,

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BOOK-ENTRY-ONLY SYSTEM PROCEDURES

The information contained in the following paragraphs (1)-(10) of this Appendix has been extracted from a schedule prepared by The Depository Trust Company, entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE." The Authority makes no representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2020 Bonds. The 2020 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One or more fully registered certificates will be issued for each maturity of each series of the 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of AA+. The DTC Rules applicable to Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2020 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2020 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2020 Bonds, except in the event that use of the book-entry-only system for the 2020 Bonds is discontinued.

4. To facilitate subsequent transfers, all 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2020 Bond documents. For example, Beneficial Owners of the 2020 Bonds may wish to ascertain that the nominee holding the 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. As long as the book-entry system is used for the 2020 Bonds, the Trustee will give any notice of redemption or any other notices required to be given to Owners of such 2020 Bonds only to DTC. Any failure of DTC to advise any Direct Participant, or of any Direct Participant to notify any Indirect Participant, or of any Direct or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the 2020 Bonds called for such redemption, or of any other action premised on such notice.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds and principal and interest payments on the 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

9. The requirement for physical delivery of 2020 Bonds in connection with a mandatory purchase will be deemed satisfied when the ownership rights in the 2020 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered 2020 Bonds to Tender Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the 2020 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2020 Bonds are required to be printed and delivered.

11. The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the 2020 Bonds will be printed and delivered to DTC (or a successor securities depository) upon satisfaction of the applicable procedures of DTC with respect thereto.

THE ABOVE INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY BELIEVES TO BE RELIABLE, BUT THE AUTHORITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

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FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”) dated May __, 2020 by and between the Power Authority of the State of New York (the “Issuer”) and The Bank of New York Mellon, as trustee (the “Trustee”), under a resolution adopted by the Issuer on February 24, 1998 entitled “General Resolution Authorizing Revenue Obligations” (the “General Resolution”), as amended and supplemented, including by an Eleventh Supplemental Resolution adopted on November 7, 2016, as amended and restated on March 31, 2020 (the “Eleventh Supplemental Resolution” and, together with the General Resolution, (the “Resolution”), is executed and delivered in connection with the issuance of the Issuer’s \$_____ principal amount of Revenue Bonds, Series 2020 A (Tax-Exempt) (the “2020 A Bonds”) and \$_____ principal amount of Revenue Bonds, Series 2020 B (Federally Taxable) (the “2020 B Bonds” and, together with the 2020 A Bonds, the “2020 Bonds”). Capitalized terms used in this Agreement which are not otherwise defined in the Resolution shall have the respective meanings specified above or in Article IV hereof. The parties agree as follows:

ARTICLE I

The Undertaking

Section 1.1. *Purpose.* This Agreement is being executed and delivered solely to assist the Underwriters in complying with subsection (b)(5) of the Rule.

Section 1.2. *Annual Financial Information.* (a) The Issuer shall provide Annual Financial Information with respect to each fiscal year of the Issuer, commencing with the fiscal year ending December 31, 2019, by no later than nine months after the end of the respective fiscal year, to the MSRB.

(b) The Issuer shall provide, in a timely manner, notice of any failure of the Issuer to provide the Annual Financial Information by the date specified in subsection (a) above to the MSRB.

Section 1.3. *Audited Financial Statements.* If not provided as part of Annual Financial Information by the date required by Section 1.2(a) hereof, the Issuer shall provide Audited Financial Statements, when and if available, to the MSRB.

Section 1.4. *Notice Events.* (a) If a Notice Event occurs, the Issuer shall provide, in a timely manner not in excess of ten (10) business days after the occurrence of such Notice Event, notice of such Notice Event to (i) the MSRB and (ii) the Trustee.

(b) Any such notice of a defeasance of 2020 Bonds shall state whether the 2020 Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

(c) The Trustee shall promptly advise the Issuer whenever, in the course of performing its duties as Trustee under the Resolution, the Trustee has actual notice of an occurrence which, if material, would require the Issuer to provide notice of a Notice Event hereunder; provided, however, that the failure of the Trustee so to advise the Issuer shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Agreement or the Resolution.

(d) Each notice concerning a Notice Event relating to the 2020 Bonds shall include the CUSIP numbers of the 2020 Bonds to which such Notice Event relates or, if the Notice Event relates to all bond issues of the Issuer including the 2020 Bonds, such notice need only include the CUSIP number of the Issuer.

Section 1.5. *Additional Disclosure Obligations.* The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that, under some circumstances, compliance with this Agreement without additional disclosures or other action may not fully discharge all duties and obligations of the Issuer under such laws.

Section 1.6. *Additional Information.* Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of Notice Event hereunder, in addition to that which is required by this Agreement. If the Issuer chooses to do so, the Issuer shall have no obligation under this Agreement to update such additional information or include it in any future Annual Financial Information or notice of a Notice Event hereunder.

Section 1.7. *No Previous Non-Compliance.* The Issuer represents that it has previously entered into written contracts or agreements of the type referenced in paragraph (b)(5)(i) of the Rule and is in compliance with such agreements.

ARTICLE II

Operating Rules

Section 2.1. *Reference to Other Filed Documents.* It shall be sufficient for purposes of Section 1.2 hereof if the Issuer provides Annual Financial Information by specific reference to documents (i) available to the public on the MSRB Internet Web site (currently, www.emma.msrb.org) or (ii) filed with the SEC. The provisions of this Section shall not apply to notices of Notice Events pursuant to Section 1.4 hereof.

Section 2.2. *Submission of Information.* Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

Section 2.3. *Dissemination Agents.* The Issuer may from time to time designate an agent to act on its behalf in providing or filing notices, documents and information as required of the Issuer under this Agreement, and revoke or modify any such designation.

Section 2.4. *Transmission of Notices, Documents and Information.* (a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the MSRB's Electronic Municipal Markets Access (EMMA) system, the current Internet Web address of which is www.emma.msrb.org.

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.5. *Fiscal Year.* (a) The Issuer's current fiscal year is January 1-December 31, and the Issuer shall promptly notify (i) the MSRB and (ii) the Trustee of each change in its fiscal year.

(b) Annual Financial Information shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months.

ARTICLE III

Effective Date, Termination, Amendment and Enforcement

Section 3.1. *Effective Date; Termination.* (a) This Agreement shall be effective upon the issuance of the 2020 Bonds.

(b) The Issuer's and the Trustee's obligations under this Agreement shall terminate upon a legal defeasance of all of the 2020 Bonds, prior redemption or payment in full of all of the 2020 Bonds.

(c) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (1) delivers to the Trustee an opinion of Counsel, addressed to the Issuer and the Trustee, to the effect that those portions of the Rule which require this Agreement, or such provision, as the case may be, do not or no longer apply to the 2020 Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB.

Section 3.2. *Amendment.* (a) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the 2020 Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Issuer shall have delivered to the Trustee an opinion of Counsel, addressed to the Issuer and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Issuer shall have delivered to the Trustee an opinion of Counsel or a determination by a person, in each case unaffiliated with the Issuer (such as bond counsel or the Trustee) and acceptable to the Issuer, addressed to the Issuer and the Trustee, to the effect that the amendment does not materially impair the interests of the holders of the 2020 Bonds or (ii) the holders of the 2020 Bonds consent to the amendment to this Agreement pursuant to the same procedures as are required for amendments to the Resolution with consent of holders of 2020 Bonds pursuant to the Resolution as in effect at the time of the amendment, and (5) the Issuer shall have delivered copies of such opinion(s) and amendment to the MSRB.

(b) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the 2020 Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Agreement which is applicable to this Agreement, (2) the Issuer shall have delivered to the Trustee an opinion of Counsel, addressed to the Issuer and Trustee, to the effect that performance by the Issuer and the Trustee under this Agreement as so amended will not result in a violation of the Rule and (3) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(c) This Agreement may be amended by written agreement of the parties, without the consent of the holders of the 2020 Bonds, if all of the following conditions are satisfied: (1) the Issuer shall have delivered to the Trustee an opinion of Counsel, addressed to the Issuer and the Trustee, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of the SEC or its staff, and (2) the Trustee shall have delivered copies of such opinion and amendment to the MSRB.

(d) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(e) If an amendment is made pursuant to Section 3.2(a) hereof to the accounting principles to be followed by the Issuer in preparing its financial statements, the Annual Financial Information for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 3.3. *Benefit; Third-Party Beneficiaries; Enforcement.* (a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the 2020 Bonds, except that beneficial owners of 2020 Bonds shall be third-party beneficiaries of this Agreement. The provisions of this Agreement shall create no rights in any person or entity except as provided in this subsection (a) and in subsection (b) of this Section.

(b) The obligations of the Issuer to comply with the provisions of this Agreement shall be enforceable (i) in the case of enforcement of obligations to provide financial statements, financial information, operating data and notices, by any holder of Outstanding 2020 Bonds, or by the Trustee on behalf of the holders of Outstanding 2020 Bonds, or (ii) in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the Trustee on behalf of the holders of Outstanding 2020 Bonds; provided, however, that the Trustee shall not be required to take any enforcement action except at the direction of the holders of not less than a majority in aggregate principal amount of the 2020 Bonds at the time Outstanding who shall have provided the Trustee with adequate security and indemnity. The holders' and the Trustee's rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the Issuer's obligations under this Agreement. In consideration of the third-party beneficiary status of beneficial owners of 2020 Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of 2020 Bonds for purposes of this subsection (b).

(c) Any failure by the Issuer or the Trustee to perform in accordance with this Agreement shall not constitute a default or an Event of Default under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State; provided, however, that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

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ARTICLE IV

Definitions

Section 4.1. *Definitions.* The following terms used in this Agreement shall have the following respective meanings:

1. “Annual Financial Information” means, collectively, (I)(a) the following financial information and operating data contained in the Official Statement for each fiscal year of the Issuer, as follows: (i) net revenue and expense data of the type set forth in Part 2 of the Official Statement under the heading “CERTAIN FINANCIAL MATTERS - Historical Net Income”, specifically under the table “Summary Statements of Net Income”; (ii) outstanding indebtedness of the Issuer set forth in Part 2 of the Official Statement under the heading “CERTAIN FINANCIAL MATTERS - Outstanding Indebtedness”; and (iii) the information set forth in Part 2 of the Official Statement in the third paragraph under the heading “NEW YORK STATE CANAL CORPORATION”; (b) generation, energy purchases, and power and energy sales of the Authority set forth in Part 2 of the Official Statement under the heading “POWER SALES”, specifically under the table “Generation and Power Sales 2019”; and (c) capacity factors or availability factors information by unit; and (II) the information regarding amendments to this Agreement required pursuant to Sections 3.2(d) and (e) of this Agreement. Annual Financial Information shall include Audited Financial Statements, if available, or Unaudited Financial Statements.

The descriptions contained in Section 4.1(1) of financial information and operating data constituting Annual Financial Information are of general categories of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any Annual Financial Information containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

2. “Audited Financial Statements” means the annual financial statements, if any, of the Issuer, audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that pursuant to Section 3.2(a) hereof, the Issuer may, if permitted by GAAP, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 3.2(a) hereof shall include a reference to the specific provision describing such accounting principles, or other description thereof.

3. “Counsel” means Hawkins Delafield & Wood LLP, Bryant Rabbino LLP or other nationally recognized bond counsel or counsel expert in federal securities laws.

4. “Exchange Act” means the Securities Exchange Act of 1934, as amended and in effect on the date hereof.

5. “Financial Obligation” means. a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Exchange Act) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

6. “GAAP” means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board, the Financial Accounting Standards Board, or any successor to the duties and responsibilities of either of them.

7. “MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

8. “Notice Event” means any of the following events with respect to the 2020 Bonds, whether relating to the Issuer or otherwise:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020 A Bonds or other material events affecting the tax status of the 2020 A Bonds;
- (vii) modifications to rights of Bondholders, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the 2020 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the Issuer;

Note to clause (xii): For the purposes of the event identified in clause (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material;

(xv) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For the purposes of the events identified in clauses (xv) and (xvi) and the definition of “Financial Obligation” in Section 2 hereof, reference to the Rule includes the guidance provided by the SEC in Release No. 34 83885 dated August 20, 2018 (the “2018 Release”), and any further amendments or written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

9. “Official Statement” means the Official Statement dated April __, 2020 of the Issuer relating to the 2020 Bonds.

10. “Rule” means Rule 15c2-12 promulgated by the SEC under the Exchange Act (17 CFR Part 240, ss.240.15c2-12), as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

11. “SEC” means the United States Securities and Exchange Commission.

12. “State” means the State of New York.

13. “Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited.

14. “Underwriters” means any of the underwriters of the 2020 Bonds required to comply with the Rule in connection with the offering of the 2020 Bonds.

ARTICLE V

Miscellaneous

Section 5.1. *Duties, Immunities and Liabilities of Trustee.* Article VII of the Resolution is hereby made applicable to this Agreement as if this Agreement were, solely for this purpose, contained in the Resolution.

Section 5.2. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representatives all as of the date first above written.

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
An Authorized Representative

THE BANK OF NEW YORK MELLON, as Trustee

By: _____
An Authorized Representative

LITIGATION

(a) *St. Regis Litigation*

In 1982 and again in 1989, several groups of Mohawk Indians, including a Canadian Mohawk tribe, filed lawsuits (the St. Regis litigation) against the State of New York (the “State”), the Governor of the State, St. Lawrence and Franklin counties, the St. Lawrence Seaway Development Corporation, the Authority and others, claiming ownership to certain lands in St. Lawrence and Franklin counties and to Barnhart, Long Sault and Croil islands. These islands are within the boundary of the Authority’s St. Lawrence-FDR Project and Barnhart Island is the location of significant Project facilities. Settlement discussions were held periodically between 1992 and 1998. In 1998, the Federal government intervened on behalf of all Mohawk plaintiffs.

The parties agreed to a land claim settlement, dated February 1, 2005, which if implemented would have included, among other things, the payment by the Authority of \$2 million a year for 35 years to the tribal plaintiffs and the provision of up to 9 MW of low cost Authority power for use on the reservation. The legislation required to effectuate the settlement was never enacted and the litigation continued.

In 2013, all claims against the Authority were dismissed and the lawsuit against the Authority was concluded. On May 28, 2014, the State, the St. Regis Mohawk Tribe, St. Lawrence County and the Authority executed a Memorandum of Understanding (the “St. Regis MOU”) that outlined a framework for the possible settlement of all the St. Regis land claims. In the St. Regis MOU, the Authority endorses a negotiated settlement that, among other terms and conditions, would require the Authority to pay the Tribe \$2 million a year for 35 years and provide up to 9 MW of its hydropower at preference power rates to serve the needs of the Tribe’s Reservation. The St. Regis MOU would require an Act of Congress to forever extinguish all Mohawk land claims prior to such a settlement becoming effective.

Any settlement agreement, including the terms endorsed in the St. Regis MOU, would in the first instance need to be negotiated and agreed upon by all parties to the St. Regis litigation, including parties that did not execute the St. Regis MOU, such as the two other Mohawk groups, the federal government and Franklin County. In addition, before any settlement becomes effective and the Authority is obligated to make any payments contemplated by the St. Regis MOU, federal and State legislation must be enacted which approves the settlement and extinguishes all Mohawk land claims. The Authority is in continuing settlement discussions with some of the parties to the St. Regis litigation.

(b) *Long Island Sound Cable Project*

In January 2014, one of the Long Island Sound Cable Project underwater cables was severely impacted by an anchor and/or anchor chain dropped by one or more vessels, causing the entire electrical circuit to fail and the circuit breaker to trip. As a result of the impact to the cable, dielectric fluid was released into Long Island Sound. At December 31, 2019 and December 31, 2018, the consolidated statements of net position includes approximately \$19 million and \$18 million, respectively, in other long-term assets, reflecting the cost of damages net of insurance recoveries. The Authority believes that it will be able to recover the full amount of its damages through legal proceedings, insurance coverage and contractual obligations.

(c) *Helicopter Incident near Authority's Transmission Lines in Beekmantown, NY*

In April 2014, Authority contracted with Northline Utilities, LLC ("Northline") to install fiber optic ground wire along the Authority's transmission system. Thereafter, Northline engaged Catalyst Aviation, LLC ("Catalyst") to provide helicopter services. On October 30, 2018, a Catalyst helicopter was destroyed when it collided with a wooden utility pole and power lines near Beekmantown, New York. Members of the helicopter crew were injured, and two members of that crew died as a result of their injuries. The Authority has received two notices of claim arising out of this incident. The Authority has pursued insurance coverage under Northline's insurance policies that name the Authority as an additional insured. The Authority tendered its defense of these notices of claim to Northline's insurer and the insurer has accepted the Authority's tender. The Authority believes that there exists sufficient insurance coverage to cover these claims. In any event, to the extent that the insurance coverage limitations are insufficient, Northline is responsible under the defense and indemnification provisions of its contract with the Authority.

(d) *Miscellaneous*

In addition to the matters described above, other actions or claims against the Authority are pending for the taking of property in connection with its projects, for negligence, for personal injury (including asbestos-related injuries), in contract, and for environmental, employment and other matters. All of such other actions or claims will, in the opinion of the Authority, be disposed of within the amounts of the Authority's insurance coverage, where applicable, or the amount which the Authority has available therefor and without any material adverse effect on the business of the Authority. While the Authority cannot presently predict the outcome of the matters described above or any related litigation, the Authority believes that it has meritorious defenses and positions with respect thereto. However, adverse decisions of a certain type in the matters discussed above could adversely affect Authority operations and revenues.

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PART 2

of the

OFFICIAL STATEMENT

of the

POWER AUTHORITY OF THE STATE OF NEW YORK

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PART 2
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OFFICIAL STATEMENT
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POWER AUTHORITY OF THE STATE OF NEW YORK

\$1,110,000,000*
REVENUE BONDS

\$1,000,000,000* Series 2020 A Revenue Bonds (Tax-Exempt)
\$110,000,000* Series 2020 B Revenue Bonds (Federally Taxable)

THE AUTHORITY

Introduction

For an introduction to the Authority, see “PART 1 – Introduction”.

Capitalized terms not otherwise defined in this Part 2 of the Official Statement have the meanings set forth in Part 1 of the Official Statement or APPENDIX 1 to this Part 2 of the Official Statement.

Management

Trustees

The governing board of the Authority consists of seven Trustees (the “Board of Trustees”) appointed by the Governor of the State (the “Governor”), with the advice and consent of the State Senate. There is currently one vacant seat on the Board of Trustees. The current Trustees are:

<u>Trustees</u>	<u>Term Expires</u>
John R. Koelmel, Chairman.....	May 6, 2021
Hon. Eugene L. Nicandri	May 6, 2018**
Tracy B. McKibben	January 11, 2017**
Anthony Picente, Jr.	May 6, 2020
Michael A.L. Balboni	February 27, 2018**
Dennis G. Trainor	May 6, 2022

The members of the Board of Trustees also serve as board members of the Canal Corporation.

* Preliminary, subject to change.

** Continuing to serve on a holdover basis until confirmed for an additional term or a new Trustee is appointed.

Senior Management

The senior management staff of the Authority includes the following:

Gil C. Quiniones, President and Chief Executive Officer;
Joseph Kessler, Executive Vice President and Chief Operating Officer;
Kristine Pizzo, Executive Vice President and Chief Human Resources and Administration Officer;
Justin E. Driscoll, Executive Vice President and General Counsel;
Adam Barsky, Executive Vice President and Chief Financial Officer;
Sarah Orban Salati, Executive Vice President and Chief Commercial Officer;
Robert Piascik, Senior Vice President and Chief Information Officer;
Yves E. Noel, Senior Vice President of Strategy and Corporate Development;
Soubhagya Parija, Senior Vice President and Chief Risk Officer;
Sundeep Thakur, Vice President and Controller;
Christina Reynolds, Treasurer; and
Daniella Piper, Chief of Staff and Vice President Digital Transformation Officer.

The officers of the Authority also serve as officers of the Canal Corporation.

See “PART 2 - APPENDIX 2 - BACKGROUNDS OF THE BOARD OF TRUSTEES AND CERTAIN SENIOR MANAGEMENT STAFF.”

Executive Management Committee

The Authority’s Executive Management Committee periodically reviews corporate strategies, policies and programs, and reports, with the Chairman’s concurrence, to the Board of Trustees. Currently, the Executive Management Committee includes the President and Chief Executive Officer, the Executive Vice President and Chief Operating Officer, the Executive Vice President and Chief Financial Officer, the Executive Vice President and Chief Commercial Officer, the Executive Vice President and General Counsel, and certain other members of the senior management staff of the Authority designated by the President and Chief Executive Officer.

Authority and Canals Risk Management and Insurance Program

The Authority maintains a robust enterprise-wide risk management program, including a policy that covers all personnel and business units responsible for management of relevant risks that impact strategic and/or corporate goals. Risk management at the Authority starts with a proactive Board of Trustees setting a “tone at the top” of a strong risk management culture. The Board of Trustees have authorized an Executive Risk Management Committee (the “ERMC”) comprised of top leadership responsible for the establishment and oversight of risk management processes throughout the organization. The Authority is ISO 550001 certified, and was the first to receive such certification in North America, with implementation of an integrated system for asset management that transparently informs on decisions between risks and opportunities. Risk management personnel sits on the Asset Management Board to provide key insights. The Authority has established an investment committee to promote the efficient allocation and deployment of financial resources. The Authority has a commodity risk management analytics solution with integrated platforms monitoring market exposures, and active volumetric hedging program to reduce exposure in energy markets, capacity, and metals. Management of a counterparty portfolio enables the Commercial Operational team with a portfolio of highly-rated counterparties in support of trading activities, monitoring for credit exposure and managing collateral requirements to protect the Authority’s positions. The Board of Trustees has established a separate

subcommittee dedicated to cyber security, and the Authority has a dedicated Chief Information Security Officer (“CISO”) and cyber team focused on existing and emerging cyber issues. An established governance and continuous improvement model is fully integrated into everyday operations, ensuring response readiness with actionable security standards and training.

Insurance Program

The Authority maintains a comprehensive property/casualty insurance program designed to protect against catastrophic losses that would have an adverse effect on its financial position or operational capabilities and transfers specific risks to insurance carriers who are better suited to accept such risks on their balance sheets. Based on underwriting information and actuarial analysis, insurance carriers issue policies of insurance that cover the Authority’s risks subject to specified terms and conditions. The insurance program is reviewed and modified when construction, operational exposures, or developments in the insurance industry require. The Authority budgets for reserves to meet potential insurance deductibles and self-insured liability claims.

The Authority purchases insurance coverage for its operations, and in certain instances, is self-insured. The Authority maintains comprehensive property insurance that protects the various real and personal property owned by the Authority and the property of others while in the care, custody and control of the Authority for which the Authority may be held liable. Liability insurance protects the Authority from third-party liability related to its operations, including general liability, automobile, aircraft, marine and its officers and directors. Cyber liability insurance protects the Authority against first- and third-party losses. The Authority pursues subrogation claims as appropriate against any entities that cause damage to its property.

Other Self-Insured and Uninsured risks.

The Authority self-insures certain programs such as workers’ compensation, and its employee benefits programs (health, dental, vision, etc.). The Authority also retains certain commercially uninsurable risks, including reputational, regulatory, hydro flow and transmission line risks.

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The Authority's and the Canal Corporation's insurance policies, insurers, coverage, self-insured retention, and excess coverage are outlined in the table below:

Insurance Coverage

Policy	Entity	Coverage	Self-insured Retention	Excess Coverage ⁽¹⁾
Automobile	The Authority	\$250,000	\$0	Up to \$100,000,000 (above primary coverage) (Automobile, General Liability and Marine Liability)
General Liability	The Authority ⁽²⁾	1,000,000	0	
General Liability	The Authority	N/A	1,000,000	
Marine Liability	The Authority	1,000,000	Variable per vehicle	
Automobile	NYCC	2,000,000	0	Up to \$100,000,000 (above primary coverage) (Ocean Marine and Marine pollution)
Business Travel	The Authority	5,000,000	0	
General Liability	NYCC	2,000,000	1,000,000	
Crime	The Authority	5,000,000	100,000	
Water Quality Liability	The Authority	5,000,000	0	
Ocean Marine	NYCC	1,000,000	Variable	
Marine pollution	NYCC	1,000,000	0	
Owner Controlled Insurance Program ⁽³⁾	The Authority	200,000,000	5,000,000	
Property	The Authority	500,000,000	Variable up to \$2,000,000	
Property	NYCC	20,000,000	5,000,000	
Workers' Compensation	The Authority	35,000,000	500,000	Up to \$300,000,000 (above \$200,000,000 base)
Workers' Compensation	NYCC	10,000,000	250,000	
Aviation	The Authority & NYCC	200,000,000	0	Up to \$50,000,000 (above \$25,000,000 base)
Cyber	The Authority & NYCC	5,000,000	1,000,000	
Director & Officers	The Authority & NYCC	25,000,000	1,000,000	

(1) If applicable

(2) White Plains Office Only

(3) Multiple Layers

CERTAIN FINANCIAL MATTERS

The Authority's Financial Statements for the years ended December 31, 2019 and December 31, 2018 (With Independent Auditors' Report Thereon) and Management's Discussion and Analysis (Unaudited) (the "2019 Financial Statements") have been filed with the Electronic Municipal Market Access System ("EMMA") of the Municipal Securities Rulemaking Board ("MSRB") by the Authority. The 2019 Financial Statements are included by specific cross-reference in this Official Statement. Prospective purchasers of the 2020 Bonds should review such 2019 Financial Statements prior to purchasing the 2020 Bonds. For convenience, a copy of the 2019 Financial Statements can also be found on the Authority's website at <https://www.nypa.gov/about/financials>. No statement on the Authority's website is included by specific cross-reference herein.

The 2019 Financial Statements, as well as any other projections, budgets or forecasts herein, do not take into account the potential effects of the Coronavirus and COVID-19. The Authority is unable to determine if the COVID-19 disruption will materially impact its 2020 results of operations or financial position. The effects of the pandemic on the Authority's financial performance or operations could be

material. See the 2019 Financial Statements, “Note 15 – Subsequent Events” on page 72. See “PART 2 – CERTAIN FINANCIAL MATTERS – Impacts from the Coronavirus and COVID-19 Pandemic.”

Impacts from the Coronavirus and COVID-19 Pandemic

General. The outbreak of a new strain of coronavirus (the “Coronavirus”) and the disease caused thereby (“COVID-19”), an upper respiratory tract illness first identified in Wuhan, China, has spread to numerous countries across the globe, including the U.S. COVID-19 has been characterized as a pandemic by the World Health Organization, and has resulted in a declaration of a state of emergency by certain states (including by the State on March 7, 2020) and local governments (including by the City on March 12, 2020), and of a national emergency by the Federal Government on March 13, 2020.

While the effects of COVID-19 may be temporary, it has substantially altered the behavior of federal and state governments, businesses and people in a manner that is having serious negative impacts on global and local economies. Financial markets in the U.S. and globally have seen significant recent declines that have been attributed to concerns related to the Coronavirus and COVID-19 and decreases in business activity attributable thereto. Capital markets in the U.S. have been severely disrupted. These adverse impacts are intensifying and continue to evolve daily.

State Response. The State has been referred to as the epicenter of the Coronavirus and COVID-19 in the U.S. On March 20, 2020, Governor Cuomo signed the “New York State on PAUSE” Executive Order, which cancelled or postponed non-essential gatherings of any size for any reason, limited any concentration of individuals outside their home to workers providing essential services, and mandating practice of social distancing by individuals and businesses, among others, through at least May 15, 2020. The Governor’s Executive Order designated utilities, including power generation, fuel supply and transmission, as “essential businesses” in the State. On March 28, 2020, the State, along with the surrounding states of New Jersey and Connecticut, was placed under a travel advisory by the U.S. Centers for Disease Control and Prevention, wherein residents were urged to refrain from non-essential domestic travel for fourteen days. On April 13, 2020, Governor Cuomo, the Governors of the States of New Jersey, Connecticut, Delaware, Rhode Island, and the Commonwealth of Pennsylvania announced a new coalition to coordinate the timing for reopening the region from the coronavirus-driven shutdown of schools and businesses. The announcement references a working group consisting of an economic development official and a public health official from each state which is expected to release a final plan in April or May of 2020, which may involve coordination with the federal government on mandating gloves and covering, testing requirements and other details.

Authority Response. The Authority has been taking steps to address the ongoing pandemic of the Coronavirus and COVID-19, first, to ensure the health and safety of its employees and second, to sustain the generation and transmission facilities of the Authority for the people of the State.

To support the resiliency of the generation and transmission facilities of the Authority and power system generally, the Authority has entered into mutual aid agreements with other utility providers in the State and in Canada and is offering assistance to such other utilities through the exchange of employees as well as the sharing of expertise, equipment and materials. These agreements are currently expected to remain in effect through September 2020.

Because of the evolving nature of the outbreak and federal, state and local responses thereto, the Authority cannot predict the extent or duration of the outbreak or what impact it may have on the Authority’s financial condition or operations. There can be no assurances that the spread of the Coronavirus and COVID-19 or other highly contagious or epidemic diseases will not adversely impact the Authority, its financial condition, operations, supply chains and customers. The effects of the pandemic on the Authority’s

financial performance or operations could be material. The Authority cannot predict costs associated with this or any other potential infectious disease outbreak, including whether there will be any increase in operational costs incurred to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease. If the pandemic and its consequences are prolonged, the likelihood of adverse impacts occurring from these risks or others could be increased.

Employee Safety. In January, the Authority formed an internal COVID-19 task force, and in March opened an emergency operations center. The Authority has adopted work-from-home policies for all non-essential employees and has implemented a shelter-in-place policy for crucial employees, wherein power plant control room and transmission control center operators are sequestered at those locations. If a significant number of the Authority's essential employees become ill or are required to stay home at the same time, there is a risk that operations critical to providing electric service could be adversely impacted. The Authority has also negotiated a memorandum of understanding with the union representing employees who are sequestered in place at facilities and day workers at those facilities wherein those employees will receive special overtime rates. The Authority expects the costs of overtime due to the shelter-in-place order to be approximately \$4 million per month. In addition, the Authority expects additional impact upon employees' ability to work when moderate to full operations are resumed and schools are reopened.

Financial Assistance for Customers. On March 31, 2020, the Authority approved a waiver of applicable energy and demand rate increases for its economic development power customers that participate in its ReCharge New York, Replacement Power, Expansion Power and Preservation Power programs for the July 1, 2020 to June 30, 2021 rate year. For a description of such programs, see "POWER SALES" below. In addition, customers participating in those Authority power programs are now able to suspend payment to the Authority for up to six months beginning with their April 2020 electric bill. Customers that opt-in to the new relief program can make payment installments over the following 18 months, free from any interest or penalties. The Authority estimates the financial impact of the deferral to be up to \$80 million, which is expected to be paid back over eighteen months, with approximately \$400,000 of revenue lost in fiscal year 2020 and an additional approximately \$400,000 of revenue lost in 2021. Additional relief is being considered by the Authority, which may take the form of suspension of certain compliance actions on economic development customers during fiscal year 2020.

Financial Preparedness and Liquidity. The Authority has implemented additional cost reductions, including a hiring and wage freeze and a six-month freeze of all discretionary expenses. The Authority expects these and other actions will defer the expenditure of approximately \$545 million in expenses. Upon the issuance of the 2020 Bonds, the Authority expects to have liquidity of \$1.6 billion in cash and approximately \$450 million of undrawn but committed capacity, and expects to have nearly 400 days liquidity. The Authority has established a process to track Coronavirus and COVID-19 related costs for which it will seek reimbursement from the Federal Emergency Management Agency.

Adjustments to Capital Planning. The pandemic and related consequences have also disrupted supply chains and could further disrupt or delay construction activities and adversely impact the timing of capital projects, including capital projects designed to further renewable energy and carbon reduction goals and requirements. Due to concerns related to the Coronavirus and COVID-19, the Authority has deferred all nonessential capital projects and operations and maintenance projects for six months, and delayed certain strategic projects until further notice, to be determined in accordance with the Authority's internal policies and direction from the Governor. See "PART 2 - CERTAIN FINANCIAL MATTERS – Projected Capital and Financing Requirements and Potential Initiatives."

Potential Changes in Customer Demand and Stress Testing. The Authority saw a reduction in customer usage during March, 2020, which has accelerated in April. As of April 17, 2020, the Authority has observed a roughly 18% drop in expected usage across its customer base compared to projected data

for this time period. Approximately 9% of this load reduction impacts the Authority's hydro assets. The remaining customer load reduction reduces the wholesale market power that the Authority would purchase on behalf of its customers and pass through at cost. With the 9% load reduction, the excess generation not taken by contracted customers is monetized as NYISO market sales, which currently is having a non-material impact to revenues. The Authority expects to experience decreased customer sales through at least June, 2020.

Further, the Authority has undertaken a stress testing modeling exercise which shows a similar, minimal impact to its finances based upon a system wide 20% load reduction as well as a 20% customer load reduction through the end of 2020. This stress test modeling scenario resulted in locational-based marginal price ("LBMP") decreases as shown in the table below when a 20% system-wide decrease (from 154 terawatt hours ("TWh") to 124 TWh) was incorporated:

LBMP Price Change (\$/MWh)

Location	Current Projection⁽¹⁾	20% Load Decrease
Central New York	\$22.65	16%
Niagara Bus	20.28	15
STL Bus	19.31	17
Downstate	25.22	10-12

⁽¹⁾ Based on Platt's January 31, 2020 Natural Gas Forward Prices.

In this scenario, NYISO energy prices dropped between 10-18% system-wide through the end of 2020, which resulted in a *de minimis* financial impact of a loss in revenue of \$4 million for the Authority when compared to its current projections, as shown in more detail in the table below:

Financial Impact of 20% Stress Test (\$ in millions)

Reduced Revenue from Market Energy Decline (NYISO)	(\$22)
Lost Revenue from Customer Load Drop	(19)
Revenue from Customer Load Sold in the NYISO Market	27
Increased Value of Existing Authority Hedge Portfolio	<u>10</u>
Total:	(\$4)

Potential Impact of COVID-19 on NYISO. Due to the Coronavirus and COVID-19 pandemic and the associated reductions in energy load, the total amount of electricity flowing through the NYISO may be significantly less than forecasted, or that certain other market participants in the NYISO may not be able to make required payments to NYISO. If either such event occurs, the Authority may be required to pay additional amounts to NYISO as a market participant. See "PART 2 – NEW YORK INDEPENDENT SYSTEM OPERATOR – Potential NYISO Budget Shortfalls and Bad Debt Losses."

Additional Information. Additional information with respect to events surrounding the outbreak of the Coronavirus and COVID-19 and responses thereto can be found on State and local government websites, including but not limited to the Governor's office (<https://coronavirus.health.ny.gov/home>). *The Authority has not incorporated by reference the information on such websites and does not assume any responsibility for the accuracy of the information on such websites.*

Historical Net Income

The net income of the Authority, which is derived from the Statements of Revenues, Expenses and Changes in Net Assets in the financial statements of the Authority for the years ended December 31, 2019, December 31, 2018 and December 31, 2017, are summarized below:

Summary Statements of Net Income			
(In millions)			
	<u>2019</u>	<u>2018</u>	<u>2017</u>
Operating Revenues	\$ 2,370	\$ 2,689	\$ 2,573
Operating Expenses			
Purchased power	529	710	557
Fuel	140	189	165
Operations and maintenance	692	679	618
Wheeling	647	654	680
Depreciation	250	235	242
Impairment Loss	<u>—</u>	<u>—</u>	<u>73</u>
Total Operating Expenses	2,258	2,467	2,335
Operating Income	\$ 112	\$ 222	\$ 238
Non-operating Revenues	46	23	29
Non-operating Expenses	<u>(135)</u>	<u>(143)</u>	<u>(148)</u>
Net Income	<u>\$ 23</u>	<u>\$ 102</u>	<u>\$ 119</u>

Management's Discussion and Analysis

For additional information, see the 2019 Financial Statements, "Management's Discussion and Analysis – Consolidated Statements of Revenues, Expenses and Changes in Net Position" on page 19.

State Pension Plans and Other Postemployment Benefits

For a discussion of the Authority's participation in State pensions plans, the Authority's other postemployment benefit obligations and related issues, see (i) the 2019 Financial Statements, "Note 10 – Pension Plans" on pages 50-52, (ii) "Note 11 – Postemployment Benefits Other Than Pensions, Deferred Compensation and Savings" on pages 53-59 and (iii) Required Supplementary Information (Unaudited) on pages 73-78.

Outstanding Indebtedness

As of April 1, 2020, the total outstanding indebtedness of the Authority consisted of Revenue Bonds issued under the General Resolution Authorizing Revenue Obligations, adopted February 28, 1998, as amended and supplemented (the "General Resolution"), the Authority's Commercial Paper Notes (the "CP Notes"), the Extendible Municipal Commercial Paper Notes (the "EMCP Notes"), the Subordinated Notes, Series 2012 (the "2012 Subordinated Notes") and the Subordinated Notes, Series 2017 (the "2017 Subordinated Notes" and, together with the 2012 Subordinated Notes, the "Subordinated Notes"). As of April 1, 2020, the CP Notes were outstanding in the amount of \$639,878,000, the EMCP Notes were outstanding in the amount of \$5,000,000, the 2012 Subordinated Notes were outstanding in the amount of \$19,575,000 and the 2017 Subordinated Notes were outstanding in the aggregate amount of \$23,300,000.

After the issuance of the 2020 Bonds and the application of all refunding proceeds, the Authority will have outstanding (i) senior indebtedness of approximately \$1,436,310,000*, consisting of \$230,510,000 of the 2007 B Bonds, \$95,800,000 of the 2011 A Bonds, \$1,000,000,000* of the 2020 A Bonds and \$110,000,000* of the 2020 B Bonds, and (ii) approximately \$687,753,000 of Subordinated Indebtedness, as defined in the General Resolution, consisting of the CP Notes, EMCP Notes, Subordinated Notes, Series 2012 and Subordinated Notes, Series 2017.

Additionally, for a discussion of certain interest rate and energy swap agreements that the Authority has entered into and may enter into, see “PART 1 - SECURITY FOR THE 2020 BONDS - Additional Debt Issuance.”

The Authority has entered into a revolving credit agreement with banks to provide liquidity support for the CP Notes. The agreement relating to the CP Notes provides for the Authority to borrow up to \$700 million; the agreement terminates on January 14, 2022 and may be extended twice, each by one additional year, if agreed by the parties. The Authority’s obligation to reimburse the respective banks for any borrowing therefrom pursuant to the revolving credit agreement constitutes Subordinated Indebtedness. Any other payments under the revolving credit agreement will constitute Subordinated Contract Obligations. There are no outstanding borrowings under the revolving credit agreement.

The Authority is entering into a revolving credit agreement with J.P. Morgan Chase Bank, N.A. (the “Bank”) to provide additional liquidity support for the CP Notes. Such agreement provides for the Authority to borrow up to \$250 million and terminates in April, 2021, unless extended by the parties. The Authority is also entering into a note purchase agreement with the Bank under which the Bank will purchase notes issued by the Authority in an aggregate principal amount up to \$250 million, provided that the principal amount outstanding under such note purchase agreement, together with the principal amount outstanding under such new revolving credit agreement may not in the aggregate exceed \$250 million. The proceeds of drawings under the note purchase agreement may be used for the payment of any capital expenditures, operating expenses or any other lawful corporate purpose of the Authority. The Authority’s obligation to reimburse the Bank for any borrowing pursuant to the new revolving credit agreement and under any notes purchased pursuant to such note purchase agreement would constitute Subordinated Indebtedness. The Authority expects to issue additional CP Notes supported by the new revolving credit agreement to refund certain Obligations of the Authority and then retire such CP Notes with a portion of the proceeds of the 2020 Bonds.

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* Preliminary, subject to change.

Debt Service Requirements for Senior Lien Debt

The following table shows the debt service for the Authority's senior lien debt, consisting entirely of the Revenue Bonds, expected to be outstanding subsequent to the issuance of the 2020 Bonds and the implementation of the plan of finance, including the refunding of certain Outstanding Obligations through CP Notes, as described in "PART 1 - PLAN OF FINANCE".

<u>Calendar Year⁽¹⁾</u>	<u>Outstanding Senior Lien Debt^{(2) (3) (4)}</u>		<u>2020 Bonds</u>		<u>Total^{(2) (3) (4)}</u>
	<u>Principal (\$)</u>	<u>Interest (\$)</u>	<u>Principal (\$)</u>	<u>Interest (\$)</u>	
2020	-	22,222,562			
2021	-	22,222,562			
2022	-	22,222,562			
2023	-	22,222,562			
2024	15,895,000	22,222,562			
2025	16,780,000	21,336,312			
2026	17,715,000	20,399,981			
2027	18,705,000	19,409,360			
2028	23,035,000	18,361,337			
2029	24,325,000	17,069,928			
2030	25,705,000	15,694,055			
2031	27,415,000	14,239,889			
2032	28,965,000	12,690,440			
2033	30,600,000	11,054,406			
2034	16,585,000	9,325,673			
2035	17,510,000	8,404,024			
2036	18,485,000	7,430,660			
2037	19,510,000	6,402,713			
2038	13,810,000	5,317,417			
2039	13,830,000	4,498,925			
2040	14,655,000	3,671,199			
2041	15,535,000	2,794,097			
2042	16,465,000	1,864,328			
2043	14,685,000	878,897			
2044	-	-			
2045	-	-			
2046	-	-			
2047	-	-			
2048	-	-			
2049	-	-			
2050	-	-			
2051	-	-			
2052	-	-			
2053	-	-			
2054	-	-			
2055	-	-			
2056	-	-			
2057	-	-			
2058	-	-			
2059	-	-			
2060	-	-			
TOTAL^{(2) (3) (4)}	\$390,210,000	\$311,956,447	\$	\$	\$

(1) Debt service amounts are for the years in which they accrue, not for the years in which they are paid.

(2) Includes debt service on the Authority's Series 2003 A Revenue Bonds, Series 2007 B Revenue Bonds, and Series 2011 A Revenue Bonds maturing after November 15, 2023.

(3) Figures above do not reflect outstanding subordinated indebtedness, including the Subordinated Notes. Annual principal and interest for the Subordinated Notes in the fiscal year ending December 31, 2020 is expected to be approximately \$2.42 million.

(4) Totals may not add due to rounding.

Projected Capital and Financing Requirements and Potential Initiatives

In December 2019, the Authority approved its 2020 Capital Budget, which estimated that it will commit approximately \$3.45 billion on capital investments for its generation, transmission and other core assets and initiatives over the four-year period 2020-2023, as indicated in the table below. The 2020 Capital Budget consists of strategic initiatives focused on business diversification and growth, and specifically an investment in the Authority's growing transmission business and growing clean energy business from the Authority's current levels of receiving over 80% of its energy as clean energy. It contains a focus on cash flow, return on investment and maintaining credit metrics consistent with an "AA" rating. In January 2020, the 2020 Capital Budget was increased to include an additional \$300 million investment over five years for the Reimagine the Canals Initiative, and an increase of \$30 million to fund the Reimagine the Canals Initiative (as defined herein) in 2020. See "PART 2 - NEW YORK STATE CANAL CORPORATION" for a description of expected Canal System-related capital expenditures.

The Authority anticipates that these capital improvements and energy efficiency initiatives will be funded by internally generated funds, additional borrowings, including commercial paper and fixed rate debt, energy efficiency customer receipts and existing construction funds. The Authority is also considering the possibility of funding a portion of Clean Energy Solutions ("CES") projects as "Separately Financed Projects" under a new bond resolution. The Authority continually monitors the use of internally generated funds versus debt financing in order to achieve a desired capital structure and financial metrics. At the present time, the Authority intends to finance capital plan initiatives with approximately 50% debt and 50% equity, and estimates that no more than 50% of its capital plan will be funded with additional borrowing, including through the issuance of the 2020 Bonds.

Due to concerns related to COVID-19, the Authority has deferred nonessential capital projects and operations and maintenance projects for six months, and delayed certain strategic projects until further notice. See the 2019 Financial Statements, "Note 15 – Subsequent Events" on page 72. See "PART 2 – CERTAIN FINANCIAL MATTERS – Impacts from the Coronavirus and COVID-19 Pandemic."

Proceeds of borrowings over the four-year period, including proceeds of the 2020 Bonds, for capital investments are anticipated to be used to fund a portion of the costs associated with the modernization of a pump-generating plant with storage reservoir and power transformation and transmission facilities (the "Lewiston Pump-Generating Plant") at the Niagara Project and a life extension and modernization program of the Authority's transmission system, each as described in further detail below, and other strategic initiatives.

The Authority's projected capital improvements for the period 2020-2023 are set forth below.

Capital Plan by Business Plan* (in \$ millions)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Transmission	\$262.6	\$395.4	\$298.1	\$162.1
Power Generation	122.2	108.9	101.3	102.6
Information Technology & Support	152.5	117.0	101.2	70.6
Clean Energy Solutions	257.2	315.0	325.0	333.1
Canal Corporation	69.9	60.0	55.0	45.0
Reimagine the Canals	30.0	36.0	48.0	75.0
Total Authority Capital Commitment	\$894.4	\$1,032.3	\$928.6	\$788.4

* Includes capital improvements that will be financed by the 2020 Bonds.

Moses Adirondack Line Upgrade

The Authority is moving forward with its plans to update a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The project covers 78 miles of 230-kV transmission line from Massena to the town of Croghan in Lewis County. In July 2017, the Authority received authorization under NYISO tariff to include the costs of this project in its NTAC mechanism for cost recovery of the Authority's transmission system costs, which means that the costs will be allocated to all ratepayers in the State. The project includes the update of obsolete wood pole structures with higher, steel pole structures, as well as an update of a failing conductor with a new conductor and insulation. The line will operate at its current 230-kV level, but the conductor and insulation design will accommodate future 345-kV operation. The Authority anticipates that the Moses Adirondack line will support the transmission of growing levels of renewable generation located in upstate New York and Canada, such as wind and hydroelectricity, and assist in meeting the State's renewable energy goals. The rebuilt line is also expected to enhance grid reliability by supporting the NYISO's black start plan. On September 21, 2018, the PSC determined that the Authority's April 2018 Article VII application was complete. The PSC granted the Certificate of Compatibility and Public Need for the project on November 14, 2019, approving the Joint Proposal. On February 6, 2020, the PSC issued an order approving Part One of the Environmental Management and Construction Plan, and construction started on Part One in March 2020. Additionally, the Authority has received its Nationwide Permit from the U.S. Army Corps of Engineers and the New York State Department of Public Service has issued a Notice to Proceed. It is anticipated that construction on a portion of the Part Two Environmental Monitoring & Construction Protection Plan will be approved in July 2020, with construction beginning immediately after approval. The remainder of approvals will follow through the summer and into the fall of 2020. In addition, Part Three approval is anticipated in October 2020 and construction will begin in 2021. The Authority estimates a project cost of \$484 million through project completion in 2023.

Marcy to New Scotland Upgrade Project

On August 1, 2014, the Public Policy Transmission Planning Process administered by the NYISO invited solicitations for new transmission lines to relieve the congested Central East and UPNY/SENY transmission interfaces. In March 2016, the Authority executed a Memorandum of Understanding (the "NAT MOU") with North America Transmission ("NAT") to develop and submit proposals to the solicitation. The NAT MOU provided that, if any of the Authority/NAT proposals are accepted, the Authority, at its sole discretion, may elect to purchase an ownership share in the project(s) or operate and maintain the project(s). In December 2016, the Board of Trustees approved funding in the amount of approximately \$1 million for the Authority's share of expenses pursuant to the NAT MOU.

In June 2018, the Authority and NAT entered into a participation agreement that supersedes the NAT MOU, which granted the Authority the option to secure an ownership interest of up to 37.5% in the jointly proposed projects. In April 2019, the NYISO board selected the project proposed by LS Power Grid New York, LLC ("LS Power", formerly known as NAT) and the Authority for Segment A (also known as the Marcy to New Scotland Upgrade Project) to increase transfer capability from central to eastern New York.

The NYISO estimated the total cost of the Segment A project to be about \$750 million (in 2018 dollars, including 30% contingency). In August 2019, LS Power and the Authority submitted an Article VII application to the PSC and the Authority filed a petition for incentive rate treatment with Federal Energy Regulatory Commission ("FERC") pursuant to Section 219 of the Federal Power Act. FERC granted the Authority's incentive rates effective November 21, 2019 inclusive of a 9.45% return on equity. If the PSC authorizes the project, construction of the project would begin, which was initially targeted for March 2021.

Ultimately, the transmission lines to be rebuilt as part of the Segment A project are expected to be energized as part of the New York electrical system by the end of 2023.

In May 2019, the Board of Trustees approved capital expenditures of approximately \$28 million for the Segment A project, with an additional \$3 million in funding previously approved. In December 2019, the Board of Trustees approved a capital commitment of \$275 million for the Segment A project as part of the 2020-2023 Budget and Financial Plan. As of December 31, 2019, the Authority has spent approximately \$4.6 million. In consideration of maintaining the purchase option under the participation agreement, the Authority will fund 33% of the Segment A project development costs until such time as the Authority decides to exercise its 37.5% purchase option.

The development agreement with LS Power was assigned to LS Power Grid New York Corporation I and approved by the Board of Trustees in January 2020, and the executed agreement was filed at FERC on March 4, 2020. The Authority expects its costs with respect to the development of the Segment A project to be recovered through FERC's cost-recovery mechanisms.

Niagara Parkway Redevelopment

The State plans to replace an underutilized two-mile stretch of the Robert Moses Parkway North in Niagara Falls with open space, scenic overlooks and recreational trails. Construction commenced in 2018 and is expected to take approximately three years to complete with funding to be provided by the Authority. As of December 31, 2019, the Board of Trustees has approved up to \$46.3 million in funding by the Authority. As of December 31, 2019, the Authority has disbursed approximately \$25.4 million.

Offshore Wind

On July 18, 2019, Governor Cuomo announced the development of the Sunrise Wind Project, a proposed 880 MW offshore wind farm to be located 30 miles off the shore of Long Island, New York ("Sunrise Wind") in support of the Governor's target of producing 9,000 MW of offshore wind power by 2035 as part of a Green New Deal plan and a mandate to generate 50% of the State's electricity from renewable sources by 2030. Sunrise Wind is a joint development of Danish power company Ørsted and US-based energy provider Eversource. In October 2019, Sunrise Wind signed a 25-year purchase-and-sale agreement with the New York State Energy Research Development Authority ("NYSERDA"). Construction of the Sunrise Wind Project will be started in 2022 with operations scheduled to begin in 2024. The Authority and Con Edison Transmission plan to support the development of the transmission facilities needed to deliver the offshore wind energy to the grid. To that effect, the Authority entered into a Memorandum of Understanding with Bay State Wind LLC, the joint venture between Ørsted and Eversource Energy, effective January 30, 2019 (the "Bay State MOU"). The Bay State MOU has expired but is expected to be renewed. The total project cost for the dry transmission assets is estimated to be \$300 million. The planned interconnection point is the Holbrook and West-Bus substations in the town of Brookhaven, within the service territory of the Long Island Power Authority. Additional initiatives to support offshore wind development are being considered by NYSERDA and the Authority may participate in such initiatives.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, has developed an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. On July 25, 2017, the Board of Trustees authorized capital expenditures in the amount of \$20 million for the initial phase of AGILe, which has since commenced. Costs to the Authority are estimated at \$20 million over the initial three-year period and are

not expected to exceed \$50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILE participants. As of December 31, 2019 approximately \$4.7 million has been spent.

Reimagine the Canals Initiative

On January 29, 2020 the Board of Trustees authorized an investment of \$300 million over five years for the Reimagine the Canals Initiative (“Reimagine the Canals Initiative”) and approved \$30 million to fund the Reimagine the Canals Initiative in 2020. The Reimagine the Canals Initiative encompasses three prongs: (1) \$100 million of funding for projects in communities along the Canal System, (2) \$65 million of funding for projects that will help prevent ice jams and related flooding, and (3) \$135 million of funding for projects recommended by the Reimagine the Erie Canal Task Force and approved by the Authority for projects related to mitigation of drought impacts on agriculture, expansion of fishing opportunities, flood mitigation, invasive species prevention, and ecosystem restoration.

Potential Additional Initiatives

In addition to the above, the Authority is embarking on several other initiatives and has several other potential initiatives in varying stages of review and/or development which if they come to fruition will involve significant additional capital commitments and/or operating expenses beyond those indicated in the table or otherwise discussed above.

The construction costs of any other future facilities or any other improvements to existing facilities may be financed with the proceeds of additional Obligations, as defined in the General Resolution (see “PART 2 - APPENDIX 1 - SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION”), or other debt issued by the Authority or through the use of existing construction funds or internal sources.

The Authority may issue additional Obligations under the General Resolution or additional Subordinated Indebtedness, as defined in the General Resolution, under subordinate resolutions for any purpose of the Authority authorized by the Act or other then-applicable State statutory provision. The principal amount of Obligations or Subordinated Indebtedness, which may be issued under the General Resolution or under subordinate resolutions, respectively, is not limited, and there is no debt service coverage or historical or projected earnings test that must be satisfied as a precondition to any such issuance. The Authority may also determine to finance an additional project from internal funds, from bank borrowings, from bonds, notes or other obligations issued pursuant to a resolution other than the General Resolution, or from other sources; if such project qualifies as a Separately Financed Project, as defined in the General Resolution, the revenues from such additional project would not be Revenues under the General Resolution, and therefore not available to pay the 2020 Bonds. The Authority currently does not have any Separately Financed Projects but intends to finance certain Clean Energy Solutions projects on this basis (see “PART 2 – CLEAN ENERGY SOLUTIONS”).

Other Initiatives

Large Scale Renewable Program

The current Clean Energy Standard set by the PSC requires that 50% of the State’s electricity come from renewable sources by 2030. The New York Climate Leadership and Community Protection Act that was enacted in June 2019 includes a goal of the State obtaining 70% of its electricity from renewable sources by 2030, and 100% of its electricity from renewable sources by 2040. The PSC is initiating proceedings to revise the Clean Energy Standard to be consistent with these new goals.

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and capacity from eligible large-scale renewable projects with a minimum of 5 MW, 10 MW, or 20 MW, depending on the underlying technology. In February 2019, the Authority executed a 20-year power purchase agreement with Canisteo Wind Energy LLC (“Canisteo”) for energy, capacity and renewable energy credits to be generated from a to-be-constructed 290 MW wind project to be located in Steuben County, New York. Canisteo is responsible for construction, operation and maintenance of the project. The power purchase agreement with Canisteo includes an option for the Authority to purchase the project in year eleven. The agreement requires the project to be in-service by December 31, 2020, subject to limited extensions. The Authority intends to seek recovery of costs associated with the agreement through sales of energy and capacity through the NYISO by Canisteo on the Authority’s behalf and sales of renewable energy credits by the Authority to the Authority’s customers. See “PART 2 – REGULATION – New York State – Clean Energy Standard” and the 2019 Financial Statements, “Note 13(k) – Other Developments – Large-Scale Renewable Program” on page 72.

The power purchase agreement with Canisteo is the first procurement undertaken by the Authority to comply on a voluntary basis with the Clean Energy Standard. The Authority anticipates it will undertake future procurements of large scale renewable projects in order to support its customers and the State-wide Clean Energy Standard.

Voluntary Contributions and Transfers to the State

Legislation enacted into law, as part of the 2000-2001 State budget, as amended up to the date of this Official Statement, has authorized the Authority as deemed feasible and advisable by the Trustees, to make a series of voluntary contributions into the State’s treasury. The 2020-2021 Enacted State Budget contains a provision authorizing the Authority as deemed “feasible and advisable by its trustees” to transfer to the State treasury to the credit of the general fund \$20 million for the State fiscal year commencing April 1, 2020, the proceeds of which will be utilized to support energy-related State activities. The projections of the calculation of Debt Service Coverage contained under the caption “HISTORICAL AND PROJECTED DEBT SERVICE COVERAGE RATIOS” assume that there will be no voluntary contributions to the State during the projected period. The Authority cannot predict what additional contributions to the State may be authorized in the future.

As a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (the “MOU”) between the State, acting by and through the State’s Director of Budget, and the Authority, the Authority transferred \$215 million associated with its Spent Nuclear Fuel Reserves (“Asset B”) in March 2009 and \$103 million of funds set aside for future construction projects (“Asset A”) in September 2009. The Authority subsequently executed amendments to the MOU in 2014 and 2017 that extended the return date for the Asset A and Asset B, respectively, and provided for their return in installments over several years, subject to annual appropriation by the State Legislature. The Authority received cumulative payments of \$103 million with respect to Asset A through 2018. As of December 31, 2019, the Authority has received cumulative payments of \$86 million on Asset B. Pursuant to the amended MOU, the remaining payments on Asset B are to be made by the State from 2020-2023, subject to annual appropriation by the State Legislature. The Authority and the State are currently in discussions regarding another amendment to the MOU that would provide for the remaining \$129 million of Asset B to be returned in three equal installments from State Fiscal Year 2021-2022 to State Fiscal Year 2023-2024, subject to annual appropriation by the State Legislature.

In May 2011, the Board of Trustees adopted a policy statement (the “Policy Statement”) which relates to, among other things, voluntary contributions, transfers, or other payments to the State by the Authority after that date. The Policy Statement provides, among other things, that in deciding whether to make such contributions, transfers, or payments, the Authority shall use as a reference point the maintenance of a debt service coverage ratio of at least 2.0 (this reference point should not be interpreted as a covenant to maintain any particular coverage ratio), in addition to making the other determinations required by the Bond Resolution. The Policy Statement may at any time be modified or eliminated at the discretion of the Board of Trustees.

For a discussion of the Authority’s voluntary contributions to the State and the Authority’s temporary transfer of funds to the State, see the 2019 Financial Statements, “Note 13(e) – Commitments and Contingencies – New York State Budget and Other Matters” on pages 65-67.

Nuclear Plant Sale Matters

For a discussion of the Authority’s nuclear plant divestiture and issues relating to nuclear fuel disposal, see the 2019 Financial Statements, “Note 12 – Nuclear Plant Divestiture and Related Matters” on pages 59-60.

2020-2023 Budget and Financial Plan

Regulations implemented by the Office of the State Comptroller (the “OSC”) require that the Authority prepare annual budgets and four-year financial plans that are approved by the Board of Trustees and then submitted to the OSC and made available to the public. The Authority’s Financial Planning team is responsible for consolidating information received from various departments at the Authority that are incorporated into the financial forecast. The Financial Planning team actively engages and challenges all assumptions as they develop and work toward preparing a budget and financial plan representing the most likely future financial outcome based upon information available to them at that time.

The Authority adopted its 2020-2023 Approved Budget and Financial Plan (the “Approved Four-Year Plan”) on December 11, 2019 in reliance on data and projections that were developed during the annual budgeting process period in 2020.

Budget and financial plan documents are posted on the Authority’s website for review by the public. These documents are not a part of this Official Statement and are not filed on EMMA. They are not prepared with a view to providing disclosure to investors in the securities of the Authority, and accordingly, should not be relied upon by an investor in making an investment decision.

The Approved Four Year Plan was adopted prior to the onset of the Coronavirus and COVID-19 Pandemic and does not reflect the economic consequences of the Coronavirus and COVID-19 Pandemic, which are generally described herein under “PART 2 – CERTAIN FINANCIAL MATTERS – IMPACTS FROM THE CORONAVIRUS AND COVID-19 PANDEMIC.” Given the recent circumstances affecting the Authority’s operations and finances due to the Coronavirus and COVID-19, the Authority’s budget and financial results will be different from the Approved Four Year Plan.

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HISTORICAL AND PROJECTED DEBT SERVICE COVERAGE RATIOS

The Authority's debt service coverage ratios for the four years ended December 31, 2016 through December 31, 2019 are set forth below:

Calculation of Debt Service Coverage Ratio (in \$ millions)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Operating Income	\$296	\$238	\$222	\$112
(+) Depreciation Expense	231	242	235	250
(+) Investment Income	25	29	23	46
 Funds Available for Debt Service	 552	 509	 480	 408
Debt Service Expense	105	106	108	109
Debt Service Coverage Ratio	5.3x	4.8x	4.4x	3.7x

For additional information, see the 2019 Financial Statements, "Consolidated Statements of Revenues, Expenses and Changes in Net Position" on page 19.

Based on updated financial forecast projections prepared by the Authority as of April 1, 2020, the Authority expects to have debt service coverage ratios of 10.3x in 2020, 10.1x in 2021, 10.3x in 2022 and 7.4x in 2023. Such projections are based upon certain operational and financial assumptions including, but not limited to, assumptions relating to (i) Great Lake water levels and hydro flows at the Authority's Niagara and St. Lawrence power projects, (ii) forecasted forward energy and capacity prices in New York State, (iii) future assessment of Regional Transmission Enhancement Plan ("RTEP") charges associated with the HTP Line (see "PART 2 – POWER SALES – Marketing Issues and Development – Item (7)"), (iv) the amount and timing of debt to be incurred by the Authority, and (v) the level of support required from the Authority for operating and capital costs for the Canal Corporation. The projections also assume that no additional voluntary contributions will be made by the Authority to the State during the forecast period, and that the sale of the 2020 Bonds, including the refunding of certain Outstanding Obligations refunded by the new revolving line of credit, will be accomplished as described under "PART 1 - PLAN OF FINANCE" and "PART 2 - CERTAIN FINANCIAL MATTERS—Outstanding Indebtedness." Although the financial forecast projections prepared by the Authority as of April 1, 2020 were based on operational and financial assumptions that the Authority believed to be reasonable, the achievement of certain results or other expectations contained in such projections is subject to known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from any future results or expectations expressed or implied by such projections.

These forecasts and projections of debt service coverage do not take into account the potential effects of the Coronavirus and COVID-19, including the potential delayed payments of certain customers under the Authority's customer relief programs put in place as a response to the Coronavirus and COVID-19 pandemic. The Authority is unable to determine if the Coronavirus and COVID-19 disruption will materially impact its 2020 results of operations or financial position and may affect the funds available for debt service or the ability of the Authority to meet its debt service coverage ratio. The effects of the pandemic on the Authority's financial performance or operations could be material. See the 2019 Financial Statements, "Note 15 – Subsequent Events" on page 72 and "PART 2 – CERTAIN FINANCIAL MATTERS – Impacts from the Coronavirus and COVID-19 Pandemic."

NEW YORK STATE CANAL CORPORATION

Legislation (the “Canal Corporation Transfer Legislation”) was enacted on April 4, 2016 which provided for (1) the transfer of the Canal Corporation from the New York State Thruway Authority (the “Thruway Authority”) to the Authority and (2) the Authority’s assumption from the Thruway Authority of powers and duties relating to the Canal System, and jurisdiction over the Canal System and state assets, equipment and property in connection with the planning, development, construction, reconstruction, maintenance and operation of the Canal System, which the Authority is authorized to exercise through the Canal Corporation. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the “Canal System”).

The Canal Corporation operates at a loss and is expected to require substantial operating and maintenance support and capital investment. The Canal Corporation’s expenses are expected to be funded by transfers of funds from the Authority. Any transfer of funds would be subject to approval by the Authority’s Board of Trustees and compliance with the Authority’s General Resolution Authorizing Revenue Obligations, as amended and supplemented. Certain expenses eligible for reimbursement are expected to be reimbursed to the Authority by moneys held in the Canal Development Fund maintained by the State Comptroller and the Commissioner of Taxation and Finance.

On December 11, 2019, the Canal Corporation’s Board of Directors adopted a budget for 2020 that included expenditures of \$91 million for operations and maintenance, \$69.9 million for capital, and \$2.6 million for Canal Development Fund expenses. Given the age of the Canal System, the Authority expects that significant maintenance and capital investments will be required to assure its continuing operation. In January 2020, the Authority’s budget was amended to include an additional \$300 million investment over five years for the Reimagine the Canals Initiative, and an increase of \$30 million to fund the Reimagine the Canals Initiative in 2020. For a discussion of the Canal Corporation, see the 2019 Financial Statements, “Management’s Discussions and Analysis – Canal Corporation” on pages 14-15 and “Note 14 – Canal Corporation” on page 72.

Capital expenditures for the Canal System are expected to be paid from moneys in the Operating Fund upon compliance with certain conditions in the General Resolution. See “PART 1 – SECURITY FOR THE 2020 BONDS – Application of Revenues.”

NEW YORK INDEPENDENT SYSTEM OPERATOR

New York Independent System Operator Arrangement

In 1999, two not-for-profit organizations, the NYISO and the New York State Reliability Council (the “Reliability Council”), were established. The NYISO assumed control of the State’s bulk electric power grid pursuant to tariffs and market rules approved by FERC.

The NYISO dispatches power from generating facilities, including the Authority’s units, based on the bid curves submitted by each of the generators. The NYISO coordinates the reliable dispatch of power and operates markets for the sale of electricity and ancillary services within the State. The NYISO collects charges associated with the use of the transmission facilities, including the Authority’s facilities, and the sale of energy, capacity, and services through the markets that it operates and remits those proceeds to the owners of the facilities in accordance with its tariffs and to the sellers of the electricity and services in accordance with their respective offers and applicable NYISO market procedures. See “NYISO Market Procedures” and “Certain Authority Plant Outage Risks” below.

The mission of the Reliability Council is to promote and preserve the reliability of electric service on the NYISO's system by developing, maintaining, and, from time to time, updating the reliability rules relating to the transmission system (the "Reliability Rules"), to be complied with by the NYISO and all entities engaging in electric transmission, ancillary services, energy and capacity transactions. The Authority, each of the current investor-owned utilities (the "IOUs") and a subsidiary of the Long Island Power Authority (such subsidiary and authority are herein collectively referred to as "LIPA") are among the many "Market Participants" (which includes any entity engaged in the wholesale sale, transmission or purchase of electric energy) in the NYISO and members of the Reliability Council.

The Authority is represented on each of the NYISO's several committees, which are subject to the oversight of the NYISO Board of Directors, and on the Executive Committee of the Reliability Council, which consists of thirteen members and governs the Reliability Council.

Under the NYISO Open Access Transmission Tariff ("OATT"), certain charges for ancillary services (which include NYISO operating costs), congestion, losses, and a portion of the Authority's transmission costs are assessed against the Authority and other entities, known as Load Service Entities ("LSEs"), responsible for serving ultimate customers. Because such costs are currently passed through to most Authority customers, the Authority remains an active participant in the governance of the NYISO markets.

NYISO Market Procedures

Under NYISO procedures, LSEs represent electricity end-users in dealings with the NYISO. The Authority is an LSE for large segments of its load in the State and must ensure it has sufficient installed capacity to meet its customers' needs and NYISO and Reliability Council reliability rules, either through ownership of such capacity, bilateral installed capacity purchase contracts or auction purchases conducted by the NYISO (for a discussion of these installed capacity requirements relating to the City and Long Island, see "NYISO Capacity Requirements Matters," below, and "PART 2 - CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY AND THE AUTHORITY").

As an LSE, the Authority is also obligated to ensure that it has enough energy and capacity to meet its customers' load requirements. The energy needs can be met in the NYISO regime through the Authority's own generation, bilateral purchases from others, or purchases of energy in the NYISO "day-ahead" market (the "DAM") (wherein bids are submitted for energy to be delivered the next day) or in the NYISO "real time" market (the "RTM"). The capacity needs can be met in the NYISO regime through the Authority's own generation, bilateral purchases from others, or purchases of capacity in the NYISO auctions before and during each NYISO designated capability period, including monthly and spot auctions.

Generators may bid their energy into the DAM and/or the RTM. However, generators whose installed capacity has been sold in the NYISO's installed capacity ("ICAP") market must then bid the energy from such claimed capacity into the DAM. To satisfy this requirement, the Authority bids into the DAM all of the Authority generation it claims to meet ICAP requirements, which consists of virtually all of its generation. The Authority also bids the generation into the RTM in such amounts and at such offers as the Authority deems appropriate.

The NYISO evaluates the offers and bids submitted in the DAM and the RTM by generators and dispatches the units on the basis of economic and reliability considerations to meet load needs at any point in time. Unless governed by a bilateral arrangement between a generator or power marketer and an LSE, the price a generator is paid and the price paid to the NYISO by an LSE purchasing energy is dependent upon the results of the offer/bidding process and system conditions (for a discussion of certain NYISO rules having an impact on the offer/bidding procedures, see "NYISO Energy and Capacity Market Mitigation

Measures” below). A significant feature of the NYISO energy markets is that prices are determined on a location-specific basis taking into account local generating bids submitted and the effect of transmission congestion and electrical losses between regions of the State.

The Authority, being an LSE and a generator owner and operator, may choose to meet its LSE load and capacity requirements by a combination of (1) bilateral arrangements, which, in the Authority’s case, would mean specified Authority generation and energy purchased under contractual arrangements, linked to specified Authority loads, and (2) purchases in the DAM or the RTM. The Authority’s ownership of certain transmission-related rights serves to reduce uncertainty concerning congestion costs to the Authority of such bilateral arrangements and energy market transactions.

Certain Authority Plant Outage Risks

The NYISO administers the DAM and the RTM through which suppliers and purchasers of energy and ancillary services can sell and acquire such products. The Authority participates in these markets as both a buyer and a seller of electricity and ancillary services.

Because of NYISO installed capacity market rules, the Authority is required to bid into the DAM virtually all of the installed capacity of its units. The NYISO then decides which Authority units will be dispatched, if any, and how much of each unit’s generation will be dispatched. The dispatch of a particular unit’s generation depends upon the offer prices for the unit submitted by the Authority, offers submitted by other generators, the amount of generation needed by the NYISO to meet expected demand and transmission security limits. If an Authority unit is dispatched by the NYISO, the Authority receives a fixed price for each hour (the “Market Clearing Price”), based on NYISO pricing methodology, for the energy dispatched above that designated by the Authority as bilateral arrangement generation (the “Excess Energy”). As to the energy provided under the bilateral arrangements (the “Contract Energy”), the Authority receives the price in its contracts with its customers (the “Contract Price”).

Being selected for dispatch in the DAM also obligates the Authority to supply the energy in question during a specified time period (the “Short-Term Period”) if the unit is selected. If a forced outage occurs at the Authority plant which is to supply such energy, then the Authority is obligated to pay during the Short Term Period (1) in regard to the Excess Energy amount, the difference between the price of energy in the RTM and the Market Clearing Price in the DAM, and (2) in regard to the Contract Energy amount, the price of energy in the RTM which is offset by the Contract Price. This RTM price may be subject to more volatility than the DAM price. The risk attendant with this outage situation is that, under certain circumstances, the Market Clearing Price in the DAM and the Contract Price may be well below the price in the RTM, with the Authority having to pay the difference. In times of maximum energy usage, this cost could be substantial. In addition to the risk associated with Authority generation bids into the DAM, the Authority could incur substantial costs in times of maximum energy usage in purchasing replacement energy for its customers in the DAM or through other supply arrangements.

As part of an ongoing risk mitigation program, the Authority implements financial hedging techniques to cover, among other things, future maximum energy usage periods and uses its various resources for outage risk mitigation purposes. In addition, the NYISO has implemented a FERC-approved bid cap on generator bids into the DAM and the RTM. The bid cap, which remains in effect until further FERC action, serves to limit the Authority’s outage loss exposure.

There can be no guarantee, however, that even with any protective hedging techniques, offsetting economic benefits, and a bid cap, the Authority would not suffer substantial economic loss in the future if one or more of its units were to suffer a forced outage during a maximum energy usage period or an extended forced outage period or a counterparty failed to perform under its energy supply contract.

NYISO Energy and Capacity Market Mitigation Measures

Wholesale electric energy markets that are generally competitive may occasionally cease to be competitive if conditions arise that temporarily give Market Participants an ability to raise prices significantly by economically withholding energy or ancillary services. High loads, facility outages, binding transmission constraints, or other factors can cause such instances, either singly or in combination. Pursuant to its Market Administration and Control Area Services Tariff (“Services Tariff”), the NYISO implements manual mitigation measures that it can apply manually throughout the New York Control Area to remedy conduct that the NYISO determines could distort or impair competition within the DAM or RTM. In addition, the NYISO has established an automated mitigation procedure, which automates the manual energy market mitigation measures within certain transmission-constrained areas identified by the NYISO. However, the NYISO currently applies automatic mitigation measures only to the “City” capacity zone for the detection and mitigation of energy and other offers in the NYISO DAM and RTM that exceed certain established criteria within that zone. These mitigation rules could result in a Market Participant’s bid being mitigated if specified conduct and impact thresholds are exceeded.

With respect to the capacity market, FERC ordered the NYISO in 2011 to revise its Services Tariff language to establish mitigation rules intended to protect the City and Lower Hudson Valley capacity zones against unjustifiably high market prices and uneconomic entry of new resources that would cause unjustifiably low market prices. The rules to prevent unjustifiably high capacity market prices, commonly known as Supplier-Side Mitigation, provide that the offers of “Pivotal Suppliers” are subject to caps under certain circumstances. Pivotal Suppliers are those that control more than a set amount of capacity, which is necessary to meet the applicable locational capacity requirement. The Authority has been and has the potential to be a Pivotal Supplier in the future depending on market conditions. As such, the Authority may potentially be subject to NYISO Services Tariff provisions that require all its capacity be offered in each ICAP spot market auction and prohibit certain instances of capacity sales outside of the NYISO markets.

The rules to prevent uneconomic entry of new resources, commonly referred to as Buyer-Side Mitigation, require the NYISO to evaluate new entry and determine if the new entry is an economic decision. If the NYISO determines a new entrant into the City or Lower Hudson Valley capacity zone is not economic, an offer floor price is established and the new entrant is required to offer into the spot market at a level no lower than the mitigation offer floor. Such a floor can result in the new resource not receiving capacity revenues for certain months. Capacity from new entrants is relieved of the offer floor requirement after clearing the spot market for 12 monthly spot auctions, which need not be consecutive months.

NYISO Capacity Requirements Matters

The ICAP market in New York was created administratively to ensure the reliability of the electricity system. The Reliability Council annually sets the State’s minimum capacity requirement which is currently 118.9% of the State’s peak load, and the NYISO has set the current City, Lower Hudson Valley and Long Island locational ICAP requirements at 86.6%, 90% and 103.4% of their peak load levels, respectively. The ICAP requirements related to the City, Lower Hudson Valley and Long Island capacity zones must be met with resources electrically located within those areas, while the ICAP quantities above these locational ICAP requirement levels can be procured from anywhere in the State and from external resources. The requirements are allocated among LSEs in proportion to the load they serve.

Pursuant to its Services Tariff, the NYISO employs an ICAP demand curve which provides payments to ICAP providers for ICAP above the minimum level required for reliability in order to support the construction and retention of needed generating facilities in the State. Generally, these provisions have increased the amount of ICAP an LSE will be obligated to obtain to meet NYISO requirements, including separate requirements applicable to the City, Lower Hudson Valley and Long Island capacity zones. The

Authority has been able, as an LSE, to meet these revised requirements through its own units, contracts with other generators, and purchases in the NYISO-administered ICAP market, and expects to be able to do so in the future.

Potential NYISO Budget Shortfalls and Bad Debt Losses

NYISO's annual budget is approximately \$150 million which is collected via a volumetric charge to NYISO market participants. The NYISO forecasts the volume of electricity it expects to flow through its markets for a given year, and divides the annual budget amount by that volume, to produce a rate of dollars per MWh of electricity. If the actual amount of electricity that flows through the NYISO is significantly less than the forecasted amount, there is potential for a significant shortfall in NYISO collecting the \$150 million. In such case, the Authority, as one of approximately 350 NYISO market participants, could have to shoulder a portion of that shortfall. In its twenty-one year history, NYISO has never had to ask market participants to shoulder such a burden. Given the unprecedented COVID-19 virus and the associated reductions in electricity load, this risk should be noted at this time.

NYISO has a procedure for collecting "bad debt losses" in the case of a market participant payment default. In such cases, remaining market participants shoulder those defaults via a dollar volume methodology allocation. NYISO has a rigorous credit policy to manage non-payment risks by market participants. Depending on a market participant's creditworthiness, NYISO collects collateral and other forms of security from the market participant to liquidate in the event of a payment default by that market participant. Bad debt losses are only declared after any posted collateral and NYISO collections efforts fail to satisfy the non-payment. Historically, NYISO bad debt losses shouldered by market participants have been very low, but the potential exists in the unprecedented COVID-19 environment for increased payment defaults resulting from depressed electricity consumption.

TRANSMISSION REVENUE REQUIREMENT

The NYISO is responsible for scheduling the use of the bulk transmission system in the State, which normally includes all of the Authority's transmission facilities, and for collecting related transmission fees from customers. Each IOU, LIPA and the Authority retains ownership, and is responsible for maintenance, of its respective transmission lines. All wholesale customers served under the NYISO pay the local utility's transmission service charge, which is included in the NYISO OATT, plus the NYISO's fees for ancillary services, losses and congestion for use of the transmission system. Each such transmission customer also pays, as part of its NYISO charges, a separate fee to compensate the Authority for the use of its transmission system which is designed to ensure the Authority's recovery of its annual transmission revenue requirement ("ATRR"). If the NYISO does not maintain a FERC-accepted tariff which provides for full recovery by the Authority of its ATRR, the Authority is permitted to withdraw from the NYISO on 90-days' notice to the other parties. In addition, any of the IOUs, LIPA and the Authority may withdraw from the NYISO on 90-days' notice to the Board of Directors of the NYISO, but, in the case of an IOU, such withdrawal is conditioned upon the effectiveness of an "open access" transmission facilities tariff on file with FERC. In 1996 the Authority adopted an OATT, which was accepted by FERC.

In 1999, FERC approved the NYISO OATT, the NYISO Services Tariff, and each of the related agreements submitted to it for approval in connection with the formation of the NYISO. Also in 1999, the Authority transferred day-to-day operational controls of its transmission facilities to the NYISO. In addition, FERC approved the use of the Authority's then-existing ATRR in developing the rates for service under the NYISO OATT and approved the NYPA Transmission Adjustment Charge ("NTAC") as the NYISO tariff mechanism for the recovery of those costs, which are allocated to all loads served by the NYISO. The NTAC is an essential component of the Authority's ATRR as direct customer payments to the Authority under "grandfathered" transmission agreements have diminished as many of those

agreements have or eventually will expire or be terminated. FERC also approved a separate Authority Transmission Service Charge for the recovery of Authority's transmission facilities used to serve "directly connected" loads, largely applicable at the St. Lawrence Project.

In March 2016, the Authority applied to FERC to establish a formula rate in the NYISO OATT to recover its ATRR. This proceeding resulted a settlement agreement approved by FERC in January 2017, and established an Authority formula rate template and formula rate implementation protocols within the NYISO tariff for the recovery of the ATRR. In July 2017, the Authority received authorization under the NYISO tariff to include the costs of the Moses Adirondack Line in its NTAC mechanism for cost recovery of the Authority's transmission system costs, which means that the costs will be allocated to all ratepayers in the State. The ATRR includes the NTAC mechanism applicable to the Authority's legacy transmission infrastructure (much of which is over forty-five years old), plus any other project-specific revenue requirements (e.g. Marcy South Series Compensation Project) whose cost allocation may be done differently than the NTAC. Under the formula rate, the Authority updates the ATRR annually, effective July 1st of each year. The currently effective ATRR under the formula rate is \$237.7 million. The formula to calculate the ATRR is based on a debt to equity ratio of 50%, a rate of return of 7.25% on invested capital, inclusive of a return on equity of 9.45%. The Authority expects the ATRR to be \$238.7 million in 2020, \$267.5 million in 2021, \$301.2 million in 2022 and \$320.9 million in 2023.

Transmission-related projects represent approximately 50% of the expenditures expected to be made pursuant to the Authority's capital plan as set forth in PART 2 - "CERTAIN FINANCIAL MATTERS – Projected Capital and Financing Requirements and Potential Initiatives." The Authority expects to invest approximately \$1.118 billion in transmission in the next four years, consisting of approximately \$262.6 million in 2020, \$395.4 million in 2021, \$298.1 million in 2022, and \$162.1 million in 2023. New investments are expected to be focused on new build-out of transmission, life extension and modernization programs, maintenance of capital expenses, and digitalization.

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POWER SALES

A summary of the Authority's generation, energy purchases, and power and energy sales for 2019 is set forth below:

Generation and Power Sales 2019 (Megawatt Hours and Dollars in Thousands) (Accrual Basis)

	<u>MWh</u>			
Authority Generation and Purchases:				
Net Station Generation	30,206			
Purchases from the NYISO, utilities and others.....	8,063			
Losses and unaccounted for	<u>(374)</u>			
Total Available	37,895			
			Revenues	
			From Power and	% of Total
	<u>MWh</u>		Energy Sales⁽¹⁾	Revenues
Sold to:				
Commercial and industrial customers	7,839	21%	\$ 288,951	12%
Municipal, other public and cooperative customers ⁽²⁾	16,165	43	1,334,896	57
Sales to utilities and the NYISO for resale ⁽³⁾	<u>13,891</u>	<u>36</u>	<u>718,553</u>	<u>31</u>
Total Sales.....	37,895	100%	\$2,342,400	100%
	<u>MWh</u>			<u>% of Total</u>
Authority Generation by Fuel Source:				
Hydroelectric	24,406			81%
Oil/Gas/Steam	5,496			1
Gas Turbines.....	<u>304</u>			<u>18</u>
	30,206			100%

(1) Includes wheeling and transmission charges, excludes CES non-utility revenue of \$27,730,000.

(2) Includes sales to 47 municipal systems, 4 rural cooperatives, and more than 100 public agencies in the State and to 7 neighboring states and 9 host communities.

(3) Includes sales to the 6 investor-owned utilities in the State, LIPA, and the NYISO. Sales to the NYISO amounted to 13,304,578 MWh. Portions were designated for resale to residential and farm customers or to businesses and not-for-profit customers in the State.

The electric power and energy of the Authority is sold principally pursuant to contracts and agreements described below. In addition to these sales, the Authority has executed short-term supply agreements that provide for sales by the Authority of power and energy for periods of short duration (less than three years) on terms and conditions mutually agreeable to the Authority and customers. Such sales are only transacted after all firm commitments are satisfied. The Authority also offers its generation and buys energy and capacity in the markets administered by the NYISO.

Pursuant to agreements with its Southeastern New York governmental customers ("SENY Governmental Customers"), the Authority has assumed the load growth responsibility for such customers in the City and Westchester County (see "Marketing Issues and Development," below). In addition, the Authority serves the full requirements of certain municipal electric system and rural cooperative system customers.

Contracts for the sale, transmission and distribution of power and energy generated by the Niagara and St. Lawrence-FDR Projects and by other projects (i) to provide an adequate supply of energy for optimum utilization of its hydroelectric projects, (ii) to attract and expand high load factor industrial customers, (iii) to provide for the additional needs of the Authority's municipal electric and rural electric cooperative customers, and (iv) to assist in maintaining an adequate, dependable electric power supply for the State, are subject to the approval process specified in Section 1009 of the Act. Such approval process requires, in addition to agreement between the Authority and the other contracting parties, (i) submission of the contract to the Governor and representatives of the State Senate and Assembly, (ii) public hearings and further review and, if deemed necessary, renegotiation of the contract by the Authority, and (iii) approval of the Governor.

Top Customers

The top ten customers of the Authority represent over 81% of the Authority's customer revenue in for fiscal year 2019. These top ten customers, along with the termination dates of their respective contracts with the Authority, and the percentage of the Authority's revenues from such top ten customers, are presented in the table below:

	Customer	Revenue by Customer	Contract Termination Date
1.	City of New York	45%	December 31, 2027 ⁽¹⁾
2.	Metropolitan Transportation Authority	28	December 31, 2027 ⁽¹⁾
3.	New York City Housing Authority	11	December 31, 2027 ⁽¹⁾
4.	Port Authority of New York and New Jersey	4	N/A (Evergreening)
5.	Alcoa	4	December 31, 2027 ⁽¹⁾
6.	New York State Office of General Services	2	March 31, 2026
7.	Long Island Power Authority	2	December 31, 2027 ⁽¹⁾
8.	County of Westchester	2	February 28, 2021
9.	Cleveland, New York	1	Niagara: September 1, 2025 St. Lawrence: April 30, 2032
10.	Olin Corporation	1	December 31, 2028

⁽¹⁾ Customer under separate agreement with a delivery period through 2031.

Marketing Issues and Development

The bulk electric market in the State has experienced significant changes with the advent of a competitive marketplace and the creation of the NYISO. As a major participant in the State's wholesale energy and capacity market, the Authority has been affected by these changes. With increased focus on customer needs, the Authority has initiated marketing programs and taken other actions to retain and provide value to its various customers.

(1) *Governmental Customers in the New York Metropolitan Area and Southeastern New York.* For a discussion of the agreements relating to the Authority's major governmental customers in the City (the "NYC Governmental Customers") and its other SENY Governmental Customers, see the 2019 Financial Statements, "Note 13(b) – Governmental Customers in the New York City Metropolitan Area" on pages 61-63. In 2018 and 2019, the Authority executed new supplemental long-term electricity supply agreements (the "Supplemental LTAs") with its eleven NYC Governmental Customers. Under the Supplemental LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2027, with the NYC Governmental Customers having the right to (1) terminate at any time upon at least 12 months' notice or (2) terminate effective December 31, 2022 upon

at least 6 months' notice. Under the Supplemental LTAs, fixed costs were set for each customer and are subject to renegotiation in 2022. Variable costs, including fuel, purchased power and NYISO related costs, will be passed through to each customer by an energy charge adjustment.

The revenues from the NYC Governmental Customers were approximately 54.3% and 43.1% of the Authority's 2018 and 2019 Operating Revenues (including wheeling charges), respectively.

The revenues from the Westchester Governmental Customers were approximately 3.3% and 2.5% of the Authority's 2018 and 2019 Operating Revenues (including wheeling charges), respectively.

(2) *Certain Power Programs.* The Act and the New York Economic Development Law ("EDL") (i) allow for certain of the Authority's power-based economic development programs or (ii) create additional economic development programs in regard to several of the Authority's economic development power programs provided to certain Authority customers. A summary of such programs is set forth below.

(a) *Industrial Power Programs*

The Authority is authorized under the Act and the EDL to purchase power in the marketplace and to use certain other Authority resources to serve economic development power programs, including the High Load Factor Power program, which provides electricity to energy-intensive manufacturers throughout the State. Power supplied under these programs is hereinafter referred to as "Industrial Power."

(b) *Replacement Power and Expansion Power*

The Act provides for the Replacement Power ("RP") program and ensures the continued availability of low-cost hydroelectric power from the Niagara Project to serve businesses in western New York. The RP program was established by the federal Niagara Redevelopment Act ("NRA") in 1957 and initially provided up to 445 MW of hydroelectric power to industries in the Niagara Mohawk Power Corporation (doing business as "National Grid") service territory within a 30-mile radius of the Niagara Project switchyard. New applications for Replacement Power are treated under the same criteria as apply to the Authority's Expansion Power ("EP") program, established under the Act. Allocations are awarded on a competitive basis to businesses that commit to create jobs, increase electric load, build new or expanded facilities, and have at least 100 kilowatts ("kW") of demand. The EP program provides up to 250 MW of hydroelectric power to businesses within a 30-mile radius of the Niagara Project.

(c) *Preservation Power*

The Preservation Power program allows businesses in the northern part of the State to continue to be served with low-cost hydroelectric power from the St. Lawrence-FDR Project. The Preservation Power program governs the allocation of up to 490 MW of firm and interruptible power from the St. Lawrence-FDR Project to industry in Jefferson, St. Lawrence and Franklin Counties. It applies the same criteria for allocations as are applicable to RP and EP. Renewals of existing contracts for business use of power under the Preservation Power program are subject to the criteria in the Act.

(3) *Recharge New York Power Program.* Pursuant to State legislation enacted in 2011, the Authority is authorized to make available, as "Recharge New York Power," up to 910 MW of low cost power comprised of up to 455 MW of hydropower from the Niagara and St. Lawrence-FDR Projects and

up to 455 MW of other power procured by the Authority from other sources. For a description of the Recharge New York Power Program, see the 2019 Financial Statements, “Note 13(a) –Power Programs – Recharge New York Program” on page 60.

(4) *Western New York Power Proceeds Allocation Act.* Pursuant to State legislation enacted in 2012, the Authority was authorized to deposit net earnings from the sale of unallocated EP and RP from the Authority’s Niagara Project in the Western New York Economic Development Fund to be used to support certain projects in western New York. For a description of such program, see the 2019 Financial Statements, “Note 13(a) –Power Programs – Western New York Power Proceeds Allocation Act” on pages 60-61.

(5) *Northern New York Power Proceeds Allocation Act.* Pursuant to State legislation enacted in 2014, the Authority was authorized to deposit net earnings from the sale of unallocated “St. Lawrence County Economic Development Power” in the Northern New York Development Economic Development Fund to be used to make awards to eligible applicants for certain projects meeting specified eligibility criteria. For a description of such program, see the 2019 Financial Statements, “Note 13(a) –Power Programs – Northern New York Power Proceeds Allocation Act” on page 61.

(6) *Astoria Energy II.* The Authority and Astoria Energy II LLC entered into a long-term supply contract in July 2008. The delivery period under the contract is through 2031. The costs associated with the contract will be borne by the NYC Governmental Customers for the life of the contract. The Astoria Energy II contract is a standalone agreement, which is outside of the long term supply contracts with the NYC Governmental Customers. In the event of termination of these long term supply contracts, the Astoria Energy II contract would remain in effect. The 550-MW Astoria Energy II plant entered into commercial operation on July 1, 2011. The Authority is accounting for and reporting this transaction as a capital asset and a capitalized lease liability in the amount of \$1.007 billion as of December 31, 2019. Fuel for the Astoria Energy II plant is provided by the Authority and the costs thereof are being recovered from the NYC Governmental Customers. For a description of such program, see the 2019 Financial Statements, “Note 13(b) - Power Programs – Governmental Customers in the New York City Metropolitan Area – Astoria Energy II” on page 62.

(7) *Hudson Transmission Partners.* In 2011, the Trustees authorized Authority staff to enter into an agreement with Hudson Transmission Partners, LLC (“HTP”) for the purchase of capacity to meet the long-term requirements of the Authority’s NYC Governmental Customers and to improve the transmission infrastructure serving New York City through the transmission rights associated with HTP’s transmission line (the “Line”) extending from Bergen County, New Jersey in the PJM Interconnection, LLC (“PJM”) transmission system, to Consolidated Edison Company of New York, Inc.’s (“Con Edison”) West 49th Street substation in the NYISO. Specifically, the Authority executed a Firm Transmission Capacity Purchase Agreement (“FTCPA”) with HTP which provided the Authority with 75% of the Line’s 660 MW capacity, or 495 MW, for 20 years. On March 31, 2017, the Authority and HTP amended the FTCPA to, among other changes, (a) create a mechanism for HTP to relinquish its firm transmission withdrawal rights (“FTWRs”) as discussed below and (b) increase the Authority’s leased portion of the Line’s capacity to 87.12%, or 575 MW, at a monthly capacity charge rate that represents a decrease in the unit price (on a \$/MW-month basis) paid to HTP in the original FTCPA.

The Authority’s payment obligations under the FTCPA include capacity payments, interconnection and transmission upgrades, and RTEP charges allocated to HTP in accordance with the PJM tariff. Interconnection and transmission upgrades were completed in 2018 at a total cost to the Authority of \$334.9 million. The RTEP charges imposed upon HTP, which are still subject to legal challenge, are discussed in more detail below.

It is estimated that the revenues derived from the Authority's rights under the FTCPA will not be sufficient to fully cover the Authority's costs under the FTCPA during the 20-year term of the FTCPA. In December 2019, the Authority estimated that its under-recovery of costs for the Line could be in the range of approximately \$91 million to \$95 million per year over the period from 2020-2023. The under-recovery estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades and energy revenues.

The Authority's obligations under the FTCPA include payment of the RTEP charges allocated to HTP. From June 2013 through December 2019, the Authority has been billed and has paid approximately \$97 million in RTEP charges for the Line. Effective 2018, HTP relinquished the FTWRs held by HTP on the Line that were the basis for the bulk of its RTEP allocations. PJM's annual RTEP cost allocation update for 2018 eliminated the Authority's obligation in 2018 and beyond to pay RTEP charges related to the Bergen Linden Corridor project, which accounted for the bulk of the RTEP charges allocated to HTP. However, the Authority may be responsible for RTEP associated with projects other than the Bergen Linden Corridor project, but FERC orders addressing this issue were issued on March 31, 2020 and directed PJM to submit revised tariff sheets that are anticipated to reinstate a portion of RTEP going forward and to recover certain amounts relating back to the date HTP relinquished the FTWRs. The Authority intends to contest the ruling. The Authority's potential financial responsibility could be material.

(8) *Certain Energy Efficiency Initiatives.* For a description of certain energy efficiency initiatives of the Authority, see "PART 2 - CLEAN ENERGY SOLUTIONS," "PART 2 - EXECUTIVE ORDER NO. 88," and the 2019 Financial Statements, "Note 13(k) – Other Developments" on pages 69-72.

Sales of Purchased Power and Energy for Industrial Power

A total of three contracts are in effect with two high-load factor industries and one direct service contract with the DOE at Upton, New York, which provide for the sale of approximately 112.8 MW of purchased power and energy. The three contracts with two high-load factor industries do not have specific termination dates and may be terminated by either party upon contractual notice. The DOE contract is currently subject to yearly federal appropriations. A modification to the contract was executed in late 2010, extending the term through December 31, 2020, with a provision allowing for a renewal of an additional five years. Negotiations to continue the sale of power to Brookhaven National Laboratory began in the first quarter of 2019 and are ongoing. The contract extension provides for market prices to be flowed through to the DOE. The Act (see "PART 2 - POWER SALES - Marketing Issues and Development - Item (2)") also directs the Authority "to identify the net revenues produced by the sale of EP and further to identify an amount of the net revenues from the sale of EP which shall be used solely for industrial incentive awards." The statute provides that "[n]otwithstanding other lawful purposes for which such revenues may be used, it shall be the preferred purpose of the [A]uthority to make available all such net revenues for industrial incentive awards." Industrial incentive awards ("Awards") are to be made in accordance with an economic development plan proposed by the Authority and approved by the Economic Development Power Allocation Board.

The current process generally provides for the Authority to authorize Awards to eligible applicants (i) to support economic development or (ii) for revitalization of businesses demonstrating a risk of closure or relocation out of the State. The form of the Award has generally been a ¢/kWh price discount on an agreed-to level of electricity consumption for one year. Awards would normally be for one year, with the ability to renew for one or two additional years provided the company continues to meet an agreed-to job commitment for the State. The Board of Trustees has approved the release of up to \$64 million in net earnings, calculated for the period August 30, 2010 through December 31, 2019 as provided in the legislation, for deposit into the Fund. As of December 31, 2019, approximately \$42 million has been

deposited into the Fund. As of December 31, 2019, the Authority has approved awards of Fund money totaling approximately \$38 million to businesses that have proposed eligible projects and has made payments totaling \$32 million to such businesses. Payment of these awards is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

The Authority also sells incremental purchased power and energy at full cost to 12 of its 51 municipal electric system and rural electric cooperative customers to meet their electric power requirements in excess of their hydroelectric power allocations, which incremental power amounts during the peak winter months, in the aggregate, to approximately 80 MW and during the off-peak summer period diminishes to about 33% of the winter amount.

SENY Governmental Customers

The Authority supplies power and energy from acquisitions in the energy and capacity markets, as well as from Authority sources, to the NYC Governmental Customers and the Westchester Governmental Customers for use for education, public housing, street lighting, subways, airports, bridges and tunnels and other public purposes. The contracts with such governmental bodies provide for firm power service under the Authority's applicable service tariffs and its rules and regulations for power service, as supplemented by long term agreements with many of these customers (see "PART 2 - POWER SALES - Marketing Issues and Development - Item (1)"). The rates established vary from customer to customer in accordance with load characteristics, and, in most cases, include both demand and energy rates. Authority power is delivered to these customers over the transmission and distribution system of Con Edison. The Authority pays Con Edison a delivery service charge to cover the cost of delivering this power to the point of use by the customer, which cost is recovered by the Authority from the customer.

The Authority's Small Hydroelectric Facilities are used to support service to Westchester Governmental Customers under the arrangements discussed above.

To serve the NYC Governmental Customers, the Authority has as resources its existing generation, including Zeltmann (see "PART 2 - THE AUTHORITY'S FACILITIES – Generation - Zeltmann Combined-Cycle Electric-Generating Plant; Closure of Poletti Plant"), the power and energy from the Astoria Energy II plant that entered into service on July 1, 2011 for which it has a power supply contract, as well as market-based purchases. See "PART 2 - POWER SALES - Marketing Issues and Development - Item 6)." The Authority anticipates that through these various sources it will be able to meet the power and energy needs of such customers. See "PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR - Certain Authority Plant Outage Risks" for a discussion of risks relating to outages at Authority units or non-performance of counterparties to energy supply contracts.

St. Lawrence-FDR and Niagara

Power and energy from the St. Lawrence-FDR and Niagara hydroelectric facilities currently is sold to three investor-owned electric utility companies: National Grid, New York State Electric & Gas Corporation ("NYSEG"), and Rochester Gas and Electric Corporation ("RG&E"), 47 municipal electric systems and four rural electric cooperatives in the State, three industrial plants at Massena, New York, the Metropolitan Transportation Authority (the "MTA"), Niagara Frontier Transportation Authority ("NFTA"), including the Niagara Falls Air Base through the NFTA, seven neighboring state customers, seven Niagara host communities, Niagara University, the Tuscarora Nation and beginning in March 2011, the DOE via a sale for resale arrangement through LIPA. Energy is also sold to the St. Lawrence Seaway Development Corporation and to the New York State Office of Parks, Recreation and Historic Preservation, as well as into the NYISO wholesale markets. Service is provided to the three investor-owned utilities under contracts providing for sale of 360 MW of peaking power through December 31, 2017, subject to withdrawal upon

thirty days' notice by the Authority as may be authorized by law or otherwise as may be determined by the Board of Trustees. State statutes allow the Authority to sell up to 250 MW of EP and up to 445 MW of RP directly to businesses located within 30 miles of the Niagara Project. The majority of RP and EP contracts have been extended through December 31, 2028.

Contracts are in place through September 1, 2025 with entities that were part of the Niagara Project relicensing settlement agreements. Total power allocations for these entities amount to 32 MW, which is distributed among seven host communities, Niagara University and the Tuscarora Nation. The Authority also has an annual minimum obligation of \$5 million through 2057 and \$4.7 million through 2029 respectively to the Host Community Fund and the Erie/Buffalo Waterfront Development Funds which is met via the monetization of power sales made into the NYISO market.

Contracts for the sale of up to 764.8 MW of firm and 3.6 MW of peaking power through August 31, 2025 with the 47 municipal electric systems and four rural electric cooperatives which own their own electric distribution systems are in effect. A contract with the MTA for 10 MW expired in July 2000, but the Authority is continuing to provide service to the MTA on a month-to-month basis. Service to NFTA was under contract through December 31, 2019, and services currently provided on a month-to-month basis. A new contract with NFTA has been sent to the Governor for signature, which if approved would expire on December 31, 2024.

In May 2011, the Board of Trustees approved a Preservation Power allocation of 3 MW to the Upstate Niagara Cooperative. That allocation has since been decreased to 2.25 MW per the customer's request. In July 2014, the Board of Trustees approved a Preservation Power allocation of 2.1 MW to Corning's Canton, NY facility. In December 2014, the Board of Trustees approved a Preservation Power allocation of 4 MW to St. Lawrence Zinc Company. A contract for the sale of 20 MW of power to MED to be used for economic development purposes within St. Lawrence County was approved by the Board of Trustees on June 26, 2012. Legislation enacted into law in 2014 created the Northern New York Power Proceeds Act, which authorizes the Authority, as deemed feasible and advisable by its Trustees, to deposit net earnings from the sale of unallocated power under the Authority-MED Contract in the Northern New York Development Economic Development Fund, which is a subfund within the Authority's Operating Fund (see "PART 2 - POWER SALES - Marketing Issues and Development - Item (5)" and " - Sales of Purchased Power and Energy for Industrial Power"). A contract executed in 2010 provides for the Authority's sale of 15 MW to LIPA for resale to the DOE at Upton, New York, for a term of ten years with an option for the Authority to extend the contract for an additional five years. Sales under the contract commenced in March 2011.

Contracts with the seven out-of-state customers are in effect through August 31, 2025 and provide for the sale of 191.2 MW of firm and the 40.9 MW of peaking power from the Niagara Project. The license issued to the Authority in 2003 for the St. Lawrence-FDR Project provides for the sale of approximately 4.25% of Project power, amounting to 34.5 MW of allocations of firm power and associated energy to six nearby state customers, known as the "neighboring states," along with certain non-firm energy, at cost-based rates under contracts with terms through April 30, 2017. The Board of Trustees has approved extension contracts that would provide for the sale of such power and energy through April 30, 2032 and have authorized transmittal of the contracts to the Governor in accordance with Section 1009 of the Power Authority Act.

The charges for firm and firm peaking power and associated energy sold by the Authority, as applicable, to the municipal electric systems and rural electric cooperatives in the State, the MTA, the NFTA, the seven neighboring state customers, and the three investor-owned utility companies for the benefit of their rural and domestic customers have been established in the context of an agreement settling litigation respecting rates for hydroelectric power, judicial orders in that litigation, and contracts with

certain of these customers. Essentially, the settlement agreement and relevant judicial orders define the rates charged to these customers as cost-based rates and specifically permit the inclusion of interest on indebtedness and continuing depreciation and inflation adjustment charges with respect to the capital costs of the Niagara and St. Lawrence-FDR Projects and preclude the inclusion of any expense associated with debt service for non-hydroelectric projects in the hydroelectric rates charged to wholesale customers for the benefit of rural and domestic customers. The basic rates for RP and EP have been set above costs and are subject to annual adjustment in July of each year, based on three economic indices. At their September 2010 meeting, the Trustees approved a new service tariff for all RP and EP customers that was effective on July 1, 2013 and which provides for a three-year phase-in to the new rates based on Preservation Power rates. The new service tariff was incorporated into the extensions of the RP and EP contracts through 2020, which were approved by the Governor in December 2010. The majority of RP and EP contracts have been extended through December 31, 2028.

Contracts with National Grid, NYSEG and RG&E relating to hydroelectric power from the plants contain various limitations on the obligations of parties under particular circumstances, including, among other things, provisions allowing for withdrawal of power and energy to comply with the NRA, the Authority's Niagara and St. Lawrence-FDR licenses, and orders of FERC. The Authority may discontinue service upon 15-days' written notice for non-payment of bills and terminate any such contract upon 60-days' notice for violations of the terms thereof. The Authority may terminate an agreement upon 30 days' written notice to a utility. A utility company may elect to terminate its contract for any reason upon 30 days' written notice to the Authority after one year and on 90-days' written notice in the event that the charge for service is increased or the terms, conditions or rules governing the service are materially modified without the agreement of the utility.

From time to time, below average water levels in the Great Lakes reduce the amount of water available to generate power at the Authority's Niagara and St. Lawrence-FDR Projects, thereby requiring the periodic curtailment of electricity supplied to the Authority's customers from these projects.

Blenheim-Gilboa

The Blenheim-Gilboa Pumped Storage Power Project (the "Blenheim-Gilboa Project") currently operates as a merchant plant, with all of its capacity and energy output sold into the NYISO market generally at the marking clearing price. Prior to 2018 and signing of the new LTAs, the NYC Governmental Customers received a 250 MW allocation of firm capacity and associated energy revenues. The Blenheim-Gilboa Project's capacity can be used to meet the requirements of some of the Authority's other business and governmental customers and/or sold in the NYISO market.

Small Clean Power Plants

The installed capacity of the Small Clean Power Plants (the "SCPPs") is being used by the Authority to meet its installed capacity needs or, if not needed by the Authority, is subject to sale to other users. The Authority is offering the generation of the SCPPs into the DAM and the RTM in such a manner as the Authority deems advisable so as to maximize the SCPPs' availability to the NYISO to assure the economical and reliable supply of electricity in the SENY area. The Authority believes that the revenues derived from the sale of the SCPPs' generation into the NYISO energy markets will be sufficient to meet the costs associated with the SCPPs.

Zeltmann

The installed capacity of Zeltmann is being used by the Authority to meet a portion of its customers' installed capacity needs in the City. The Authority is offering the generation of the plant into the DAM and the RTM of the NYISO for the benefit of its NYC Governmental Customers and the Authority so as to, among other things, recover the costs of the operation of the unit and to maximize the unit's availability to the NYISO to assure the economical and reliable supply of electricity.

Flynn

The installed capacity of the Richard M. Flynn Plant ("Flynn") plant is being used by the Authority to meet its installed capacity needs or, if not needed by the Authority, is subject to sale to other users. The Authority is bidding the generation of Flynn into the DAM and the RTM in such a manner as the Authority deems advisable so as to maximize Flynn's availability to the NYISO to assure the economical and reliable supply of electricity in the Long Island area.

CLEAN ENERGY SOLUTIONS

The Authority, through its Clean Energy Solutions programs, provides customers with wide-ranging on-site energy solutions including energy data analytics, planning, operations and the development and implementation of capital projects such as energy efficiency, distributed generation, advanced technologies and renewables. The Authority was also responsible for implementation of the Governor's Executive Order No. 88 (to improve energy efficiency at State owned and managed buildings), and is responsible for the Five Cities Energy Efficiency Implementation Plans (for the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers to reduce overall energy costs and consumption, strengthen the reliability of energy infrastructure, create jobs in local clean energy industries and contribute to a cleaner environment), and the K-Solar program (to reduce energy costs of certain schools through the use of solar power). For more on Executive Order No. 88, see "PART 2 - EXECUTIVE ORDER NO. 88." During the period from January 1, 2013 through December 31, 2019, the Authority has in aggregate provided approximately \$651 million in financing for energy efficiency projects at State agencies and authorities covered by Executive Order No. 88.

The Authority currently implements energy services programs primarily aimed at two groups of entities, its SENY Governmental Customers and various other public entities throughout the State. The Authority is also authorized to: provide and finance energy services to eligible business customers and to issue bonds and notes for such purpose; provide energy services to public and non-public elementary and secondary schools and specified military establishments in the State; and supply certain market power and energy and renewable energy products to any Authority customer, public entity, or community choice aggregation ("CCA") community in the State.

With respect to expenditures on CES in the next four years, the Authority has designated approximately \$257.2 million in 2020, \$315 million in 2021, \$325 million in 2022, and \$333.1 million in 2023, as set forth in "PART 2 - CERTAIN FINANCIAL MATTERS - Projected Capital and Financing Requirements and Potential Initiatives." Except for certain limited costs, the Authority expects to recover its expenditures on these programs, including its financing costs, over periods not exceeding twenty-five years. Except as described below, such expenditures are generally recovered from the benefitted customer or entity, with customer repayments to April 16, 2020 of approximately \$2.6 billion. In addition, the Authority implements other energy services programs financed by other sources, such as the State and the City. The Authority's energy services programs generally provide funding for, among other things, high efficiency lighting technology conversions, high efficiency heating, ventilating and air conditioning systems and controls, boiler conversions, replacement of inefficient refrigerators with energy efficient units

in public housing projects, electric vehicles and charging stations, distributed generation technologies and clean energy technologies, and installation of non-electric energy saving measures. Participants in these programs include departments, agencies or other instrumentalities of the State, the Authority's SENY Governmental Customers, certain public authorities, public school districts or boards and community colleges located throughout the State, county and municipal entities with facilities located throughout the State, certain not-for-profit entities, and the Authority's municipal and rural electric cooperative customers.

The Authority is authorized to provide and finance energy services, including through the issuance of bonds for that purpose, and also may provide energy services to virtually all of its commercial and industrial customers and to independent not-for-profit institutions of higher education in the state. The Authority is also authorized to provide energy services to public and non-public elementary and secondary schools and specified military establishments in the State and to finance and administer programs to replace inefficient refrigerators with energy efficient units in certain public and private multiple dwelling buildings.

As of December 31, 2019, the Authority had outstanding aggregate expenditures of \$842.8 million for these programs, comprised of approximately \$557.8 million in accounts receivable (including the principal balance of loans for projects in billing) and approximately \$284.9 million of construction work in progress, pending for billing. The Authority expects to spend an additional \$1.210 billion for these programs and projects over the period from 2020 to 2023 (see "PART 2 - CERTAIN FINANCIAL MATTERS - Projected Capital and Financing Requirements and Potential Initiatives"). As the range of energy solutions offered by the Authority to the Authority's customers grows, the specific programs may change and the expenditures authorized for the programs may increase.

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THE AUTHORITY'S FACILITIES

Generation

General Information

The Authority's generating facilities and certain related capacity and generation information are listed in the following table:

Authority Generating Facilities

	Type	First Year of Operation	NamePlate Capacity (MW)	Net Dependable Capacity ⁽¹⁾ (MW)	Availability Factor (%)	2019 Net Generation ⁽²⁾ (MW)
St. Lawrence-FDR.....	Hydro	1958	1,088	827	93.8	7,682,249
Niagara.....	Hydro	1961	3,100	2,675	91.2	16,655,141
Blenheim-Gilboa ⁽³⁾	Pumped Storage	1973	1,160	1,169	83.6	(120,744)
Flynn.....	Gas/Oil	1994	170	163	91.2	382,302
SCPPs ⁽⁴⁾	Gas	2001	517	459	95.2	304,257
Small hydroelectric ⁽⁵⁾	Hydro	See note(5)	37	37	55.5	189,426
Zeltmann.....	Gas/Oil	2005	576	520	89.7	2,333,846
Totals.....						27,426,477

(1) Net Dependable Capacity as reported for the Winter Capability Period in the 2019 NYISO Load and Capability Data Report (Gold Book)

(2) Subject to NYISO adjustments

(3) Net of pumping energy

(4) Consists of 10 generating units located in the City and one located in the service territory of LIPA.

(5) Consists of the Ashokan facility, which was placed in service in 1982, and facilities at the Hinckley (Jarvis plant), Crescent and Vischer Ferry sites, which are part of Small Hydroelectric Development Project No. 1 and which went into commercial operation on July 1, 1991.

St. Lawrence-FDR

The St. Lawrence-FDR Project consists primarily of the Robert Moses Power Dam located at Massena, New York, and two additional dams. The construction and operation of the St. Lawrence-FDR Project were authorized by a 50-year license issued to the Authority by the Federal Power Commission (the "FPC") effective as of November 1, 1953. By order issued October 23, 2003, a new 50-year license was issued to the Authority by FERC (see "*St. Lawrence-FDR Relicensing*" below). Commercial production of power started in July 1958. All power is generated at the Robert Moses Power Dam, which contains sixteen 57-MW hydro-turbine generators having an aggregate generator nameplate rating of 1,088 MW. Under the new license, a specified amount of the plant's output must be made available to neighboring states (see "*St. Lawrence-FDR Relicensing*" below). A program for the life extension and modernization of the generation equipment at the St. Lawrence-FDR project was completed in 2013. For a discussion of litigation commenced by Native American tribes claiming ownership of various lands within the boundary of the boundary of the St. Lawrence-FDR Project, see "PART 1 - APPENDIX D – Litigation - Item (a)."

St. Lawrence-FDR Relicensing

On October 23, 2003, FERC approved the Comprehensive Relicensing Settlement Agreement (the "CRSA") reached by the Authority and numerous parties and issued the Authority a new 50-year license (the "New License") for the St. Lawrence-FDR Project. Among other things, the New License provides for the following:

- (1) establishment of a \$24 million fund for fish enhancement and mitigation to be used for research, construction and operation of projects benefiting fisheries in the Lake Ontario/St. Lawrence River basin;
- (2) construction of a fish ladder to assist the upstream passage of American eel;
- (3) allocation of 34.5 MW of power from the Project to the states of Vermont, Rhode Island, Connecticut, New Jersey, Pennsylvania and Ohio;
- (4) development of various habitat improvement projects within the Project boundary;
- (5) construction of new recreational facilities and rehabilitation and expansion of existing recreational facilities, including additional trails, camping facilities and boat launches; and
- (6) a shoreline management plan to effectively maintain eroding shorelines in the Project's boundary.

The CRSA incorporated several agreements with particular groups of stakeholders or targeting specific resource areas. Among these is the St. Lawrence-FDR Power Project, No. 2000 Relicensing Agreement (the "LGTFSA") between the Authority and the Local Government Task Force (the "LGTF"). The LGTFSA provides for a review of the LGTFSA every ten years, commencing in 2013, to discuss issues not contemplated at the time of relicensing in 2003. Following the 2013 review, the Authority and the LGTF entered into an agreement, effective May 4, 2015, in which the Authority agreed to commit up to \$45.1 million over 10 years for certain actions, including to: (1) fund an economic development strategic marketing study; (2) temporarily reduce electricity costs for certain farms and businesses; (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities.

In July 2016, the Board of Trustees approved a proposal to terminate the discount program early and repurpose funding to be used to support a collaborative marketing effort between the Authority and North Country communities through the St. Lawrence County Economic Development Study Advisory Board created in connection with the marketing study at the rate of \$2 million/year for five years (\$10 million total) commencing in 2017.

In July 2017, the Board of Trustees approved: (1) a new temporary business incentive program consisting of a monetary discount or rebate that would be payable to eligible private business applicants who agree to establish new business operations in certain North Country counties ("Business Incentive Discount Program"); and (2) the repurposing of funds previously approved for the marketing effort to include funding for the Business Incentive Discount Program. Funding repurposed for the marketing effort, including the Business Incentive Discount Program, would not exceed a total of \$10 million.

As of December 31, 2019, the Authority has spent approximately \$27 million of the \$45.1 million authorized by the Trustees.

Niagara

The Niagara Project consists of a water intake, waterways, a generating plant (the "Robert Moses Niagara Power Plant"), and the Lewiston Pump-Generating Plant. It is located at Lewiston, New York, and was constructed to implement a 1950 treaty between the United States and Canada. Power was first generated in January 1961, and the final generator went into commercial operation in October 1962.

The Robert Moses Niagara Power Plant contains 13 hydro-turbine generators, with a generator nameplate rating totaling 2,860 MW, and the Lewiston Pump-Generating Plant contains 12 hydro-turbine motor-generators, with a nameplate rating totaling 240 MW.

Pursuant to a FERC-approved license amendment, the Authority, in December 2006, completed a \$298 million upgrade (including licensing and preliminary engineering costs) of the 13 generating units at the Robert Moses Niagara Plant.

The Board of Trustees has approved a \$460 million Life Extension and Modernization Program at the Niagara Project's Lewiston Pump-Generating Plant (the "Lewiston LEM Program"), of which \$328 million of expenditures have been spent as of December 31, 2019. The work to be done includes a major overhaul of the plant's 12 pump turbine generator units. The Lewiston LEM Program will increase pump and turbine efficiency, operating efficiency, and the peaking capacity of the overall Niagara Project. The Authority filed an application with FERC for a non-capacity license amendment in connection with the program. The amendment was approved with a FERC order issued in 2012. The Authority intends to finance the Lewiston LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The unit work began in late 2012 and is on-going, with the final unit expected to be completed in 2022.

Niagara Relicensing

By order issued March 15, 2007, FERC issued the Authority a new 50-year license for the Niagara Project effective September 1, 2007. In doing so, FERC approved six relicensing settlement agreements entered into by the Authority with various public and private entities. By decision dated March 13, 2009, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") denied a petition for review of FERC's order filed by certain entities, thereby concluding all litigation involving FERC's issuance of the new license. In 2007, the Authority estimated that the capital cost associated with the relicensing of the Niagara project would be approximately \$495 million. This estimate does not include the value of the power allocations and operation and maintenance expenses associated with several habitat and recreational elements of the settlement agreements. As of December 31, 2019, the balance in the recorded liability associated with the relicensing on the statement of net position is \$225 million (\$18 million in current and \$207 million in other noncurrent liabilities).

In addition to internally generated funds, the Authority issued additional debt obligations in October 2007 to fund, among other things, Niagara relicensing costs. The costs associated with the relicensing of the Niagara Project, including the debt issued therefor, were incorporated into the cost-based rates of the project beginning in 2007.

Blenheim-Gilboa

The Blenheim-Gilboa Pumped Storage Power Project (the "Blenheim-Gilboa Project") is located on the Schoharie Creek in the towns of Blenheim and Gilboa, Schoharie County, New York, and was built pursuant to a 50-year license issued by the FPC effective May 1, 1969. The Blenheim-Gilboa Project was first operated in 1973, and consists primarily of lower and upper reservoirs and pump-generating power plant containing four reversible hydraulic pump-turbines. A life extension and modernization program was completed in 2010 that increased plant capacity by 120 MW, bringing the nameplate rating of the Blenheim-Gilboa Project to 1,160 MW.

Blenheim-Gilboa Relicensing

On April 30, 2019, FERC issued a new 50-year operating license, effective May 1, 2019, to the Authority for the Blenheim-Gilboa Project. In May 2019, the Board of Trustees accepted the new license and approved the settlement package with state and federal resource agencies, the towns of Gilboa and Blenheim, and Schoharie County. The Trustees also authorized \$37.1 million in capital expenditures for the period from 2019 through 2069 for all compliance, implementation and settlement activities. Through December 31, 2019, the Authority has spent approximately \$1.2 million. In addition, through December 31, 2019, the Authority funded a Recreation Fund in the amount of \$2 million (total commitment under the settlement package is \$6 million) and an Ecological Fund of \$2 million (total commitment under the settlement package is \$3.5 million). As of December 31, 2019, the recorded liability of the Blenheim-Gilboa Project relicensing is approximately \$21 million.

Zeltmann Combined-Cycle Electric-Generating Plant; Closure of Poletti Plant

To serve its NYC Governmental Customer load and to comply with the NYISO in-City capacity requirement in the City area (see “PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR - NYISO Capacity Requirements Matters”), the Authority constructed a 500-MW combined-cycle natural-gas-and-distillate-fueled power plant in Queens, New York, as the most cost-effective means of effectuating such compliance. Zeltmann entered into commercial operation in December 2005. In connection with the licensing of Zeltmann, the Authority entered into a stipulation agreement that required, and resulted in, the cessation of operation of the Poletti generating plant (which had entered into service in 1977) on January 31, 2010. At the time of cessation, the Poletti generation plant was fully depreciated and no debt remained outstanding. Decommissioning of the retired Poletti generation plant was completed in 2016. The decommissioning costs are being recovered through an amortization charge to the NYC Governmental Customers that began in 2005 and which continues to be assessed annually through rates. Current estimated decommissioning costs are approximately \$61 million.

In June 2007, the Authority awarded a long-term service agreement (the “LTSA”) for Zeltmann with a term of up to 15 years and at a cost of up to \$105 million. The LTSA covers scheduled major maintenance, including parts and labor; contingencies for escalation of materials and labor; and potential extra work.

SCPPs

To meet capacity deficiencies and ongoing load requirements in the City metropolitan area that could also adversely affect the statewide electric pool, the Authority has in operation the SCPPs, which consist of eleven natural-gas-fueled combustion-turbine electric units, each having a nameplate rating of 47 MW at six sites in the City and one site in the service region of LIPA. As a result of the settlement of litigation relating to certain of the SCPPs, the Authority has agreed under the settlement agreement to cease operations at one of the SCPP sites, which houses two units, under certain conditions and if the Mayor of the City directs such cessation. No such cessation has occurred.

Flynn

The Flynn project consists of a combined-cycle, natural-gas-and-distillate-fueled electric-generating plant and associated facilities, including a 102-MW combustion turbine-generator, a 56-MW steam turbine-generator, and a heat-recovery steam generator. The plant was built on a site at Holtsville in Suffolk County, New York. The Flynn project began commercial operation in May 1994. The Flynn plant has a nameplate rating of 170 MW. Currently, Flynn is operating as a merchant facility (see “PART 2 - POWER SALES - Flynn”).

Small Hydroelectric Facilities

(1) *Ashokan.* Ashokan is a small hydroelectric facility with a nameplate rating of 4.6 MW, consisting of the addition of hydroelectric generating equipment to the headworks of the Catskill Aqueduct at Ashokan Reservoir, in the Township of Olive, near Kingston, in Ulster County, New York.

(2) *Small Hydroelectric Development Project No. 1.* The project facilities have a combined nameplate rating of 32.2 MW and are located at the following sites in the State: Crescent Dam on the Mohawk River in Albany and Saratoga Counties; Vischer Ferry Dam on the Mohawk River in Saratoga and Schenectady Counties; and Hinckley Dam on West Canada Creek, near the Hamlet of Hinckley in Oneida and Herkimer Counties. The 40-year FERC licenses for these facilities expire on May 31, 2024, May 31, 2024 and July 31, 2022, respectively.

Transmission

The Authority's Transmission System

The Authority owns and maintains more than 1,400 circuit miles of high voltage (115-kV-765-kV) transmission lines in the State, with NYISO operating the transmission system, including assets owned by the Authority. These lines include a 765-kV line south from the Canadian border to Marcy, New York; two 345-kV lines from the Niagara Project east to Niagara Mohawk's Edic Substation in central New York; two 345-kV lines from Marcy, New York, connecting to other utility substations in southeastern New York; three 345-kV lines from the Blenheim-Gilboa Project extending to substations near Athens, New Scotland, and Delhi, respectively; two 230-kV lines extending east from the St. Lawrence Project to Plattsburgh, New York, and to the Vermont border; a 345-kV transmission line from the Fitzpatrick Nuclear Power Plant near Oswego, New York to the National Grid substation in Edic, New York; two 230-kV lines extending south from the St. Lawrence Project to Belfort, New York; a single circuit underground and underwater line extending across Long Island Sound between Con Edison's substation in Westchester County and LIPA's substation in Nassau County, New York; several 115-kV lines connected directly to large industrial customers and other shorter lines connecting the Authority's generating facilities to the transmission grid.

In 2003, the Authority completed construction of a transmission control device known as the Convertible Static Compensator at its Marcy substation. This technology provides voltage control and helps reduce congestion on heavily used transmission lines between Utica and Albany, New York. In 2012, the Board of Trustees approved a \$726 million Transmission Life Extension and Modernization Program. Work under the Transmission LEM Program is expected to continue through 2025. For more information on the Transmission LEM Program, see "PART 2 - CERTAIN FINANCIAL MATTERS - Projected Capital and Financing Requirements and Potential Initiatives."

Long Island Sound Cable

The Authority's Long Island Sound Cable (the "Cable") consists of a 345-kV underground and underwater transmission cable, extending for approximately 26.6 miles from the Sprain Brook substation owned by Con Edison in Westchester County, New York, to the East Garden City substation owned by LIPA in Nassau County, New York, and includes an underwater crossing of approximately 7.9 miles of Long Island Sound. Installation of the Cable was completed in 1991. The Authority and LIPA are parties to the Sound Cable Facilities and Marketing Agreement (the "Cable Agreement"), which was executed for the purposes of providing lower cost energy from upstate New York and Canadian sources to consumers on Long Island and of increasing the reliability of their electric supply by strengthening interconnection capability between Long Island and the rest of the State. The Cable Agreement provides that LIPA will reimburse the Authority for the costs it incurs in connection with the Cable, including but not limited to

debt service, reserves, and operation and maintenance expenses, in return for the use of the capacity of the project. LIPA was initially allocated the full capacity of the Cable and to the extent that the Authority has allocated capacity to other parties, LIPA's payment obligations are proportionately reduced, with such other parties making payments pursuant to applicable rates. The Authority has allocated capacity of the Cable to certain loads served by the Authority in LIPA's service territory when there has been insufficient capacity to serve such loads on another cable jointly owned by LIPA and Con Edison.

Hudson Transmission Partners, LLC Project

In 2011 the Trustees authorized Authority staff to enter into an agreement with HTP for the purchase of capacity to meet the long-term requirements of the Authority's NYC Governmental Customers and to improve the transmission infrastructure serving New York City through the transmission rights associated with HTP's transmission line (the "Line") extending from Bergen County, New Jersey in the PJM Interconnection, LLC (PJM) transmission system, to Consolidated Edison Company of New York, Inc.'s ("Con Edison") West 49th Street substation in the New York Control Area. Specifically, the Authority executed a Firm Transmission Capacity Purchase Agreement (FTCPA) with HTP under which the Authority gained the entitlement to 75% of the Line's 660 MW capacity, or 495 MW, for 20 years. See "PART 2 - POWER SALES - Marketing Issues and Development - Item (7)" for a discussion of an amendment to the FTCPA executed on March 31, 2017.

Certain Operating Information

Effective in 1965, the Authority and Ontario Hydro entered into a Memorandum of Understanding containing provisions for coordinated operation of the two systems, for interchange of power and energy at the Niagara and St. Lawrence-FDR Project interconnections and for the use of generating equipment of either system by the other in order to make optimum use of all available water at all times. The agreement provides for the sale by either party to the other of various classes of power and energy, and continues in force from year to year, subject to termination by either party on not less than five years' prior notice in writing.

The operation of Authority projects is subject to various federal and State licensing and permit requirements which have constrained facility operations and have caused and are expected to continue to cause the Authority to incur additional costs or to experience a reduction of revenues. Further plant improvements and modifications may be required by regulatory action or be deemed desirable by the Authority as the result of problems identified from its operating experience or that of operators of similar facilities.

Fuel Supply

Flynn, Zeltmann, SCPPs, and Astoria Energy II plant

The Authority endeavors to purchase sufficient amounts of fuel for Flynn, Zeltmann, the SCPPs, and the Astoria Energy II plant to meet the fuel requirements of these plants. Natural gas is secured for these plants as required while the Authority maintains adequate oil inventory at Zeltmann, Flynn, and the Astoria Energy II plant to supplement natural gas consumption. Fuel purchases are effectuated in the spot market and, at times, through longer term supply contracts for natural gas.

The Authority has one interstate service agreement for firm natural gas transportation from Pennsylvania to the local distribution companies (each, a "LDC") that serve the Flynn plant, the SCPPs, Zeltmann, and the Astoria Energy II plant. The Authority also purchases natural gas from various suppliers and marketers inclusive of delivery to the interconnections between interstate pipelines and the LDCs.

LEGISLATION AFFECTING THE AUTHORITY

Section 1011 of the Act constitutes a pledge of the State to holders of Authority obligations not to limit or alter the rights vested in the Authority by the Act until such obligations together with the interest thereon are fully met and discharged or unless adequate provision is made by law for the protection of the holders thereof. Bills are periodically introduced into the State Legislature which propose to limit or restrict the powers, rights and exemption from regulation which the Authority currently possesses under the Act and other applicable law or otherwise would affect the Authority's financial condition or its ability to conduct its business, activities, or operations, in the manner presently conducted or contemplated hereby. It is not possible to predict whether any such bills or other bills of a similar type which may be introduced in the future will be enacted.

In addition, from time to time, legislation is enacted into New York law which purports to impose financial and other obligations on the Authority, either individually or along with other public authorities or governmental entities. The applicability of such provisions to the Authority would depend upon, among other things, the nature of the obligations imposed and the applicability of the pledge of the State set forth in Section 1011 of the Act to such provisions. There can be no assurance that in the case of each such provision, the Authority will be immune from the financial obligations imposed by such provision. Examples of such legislation affecting the Authority include legislation, discussed above, relating to the Authority's voluntary contributions and transfers to the State, the transfer of the Canal Corporation from the Thruway Authority to the Authority, the RNYPP, and the Western NY Fund and the Northern NY Fund programs (see "PART 2 - CERTAIN FINANCIAL MATTERS - Voluntary Contributions and Transfers to the State; NEW YORK STATE CANAL CORPORATION; and POWER SALES - Marketing Issues and Development - Items (3), (4), (5)"). Set forth below are descriptions of certain other legislative provisions that are relevant to the Authority.

Amendments to Power Authority Act

As more specifically described in the enactment, and subject to limitations described therein, the 2019-20 Enacted State Budget amended the Power Authority Act to authorize the Authority, subject to feasible and advisable determinations by the Board of Trustees, to: (1) design, finance, develop, construct, install, lease, operate and maintain electric vehicle charging stations throughout the State for use by the public; (2) plan, finance, construct, acquire, operate, improve and maintain, either alone or jointly with one or more other entities, transmission facilities for the purpose of transmitting power and energy generated by renewable wind energy generation projects that are located in State territorial waters, and/or in waters under the jurisdiction or regulation of the U.S.; (3) supply certain market power and energy and renewable energy products to any Authority customer, public entity, or community choice aggregation community in the State (collectively, "Eligible Entities"); and (4) alone or jointly with one or more other entities, finance the development of renewable energy generating projects that are located in the State, including its territorial waters, and/or on property or in waters under the jurisdiction or regulatory authority of the United States, purchase power, energy or related credits or attributes produced from such renewable energy generating projects, and allocate and sell such products to Eligible Entities. The Authority may exercise any of this authority at its discretion, and the changes made by the amendments do not affect the Authority's previously-existing statutory authority.

New York State Climate Leadership and Community Protection Act

On July 18, 2019, the State enacted the “New York State Climate Leadership and Community Protection Act” as Chapter 106 of the Laws of 2019 (“Chapter 106”). Chapter 106 directs the New York State Department of Environmental Conservation (the “NYDEC”) to develop regulations to reduce statewide greenhouse gas emissions (“GHG”) to 60% of 1990 levels by 2030 and 15% of 1990 levels by 2050. Chapter 106 also requires that the state offset the remaining 15% of 1990 GHG emissions in 2050. NYDEC is currently drafting regulations that would implement these goals.

Several provisions of Chapter 106 could potentially impact the Authority’s business and operations, such as the following: (1) a requirement that specified State entities, including the Authority, adopt regulations to contribute to achieving statewide GHG emissions; (2) a requirement that State entities, including the Authority, assess and implement strategies to reduce GHG emissions; (3) consideration of whether actions that the Authority would undertake in the course of its operations are consistent with State GHG emission limits that will be established pursuant to the enactment; and (4) potential allocation or realignment of resources to support State clean energy and energy efficiency goals for disadvantaged communities.

As part of its Evolve NY program adopted in connection with its capital plan, the Authority has pledged \$250 million through 2025 to accelerate the adoption of electric vehicles (“EV”), addressing key economic and psychological barriers to EV adoption, of which \$160 million of projects have been identified. The Authority will own and operate a charging network of 800 DC fast chargers across the State, the first of which is expected to be operational sometime in 2020.

As part of the 2020-2021 Enacted State Budget, legislation was enacted that is expected to significantly speed up the siting and construction of clean energy projects to combat climate change in an effort to improve the State’s economic recovery from the COVID-19 health crisis. The Accelerated Renewable Energy Growth and Community Benefit Act (the “CBA Act”) will create an Office of Renewable Energy Siting to improve and streamline the process for environmentally responsible and cost-effective siting of large-scale renewable energy projects across the State while delivering significant benefits to local communities. The CBA Act, which will be implemented by the Authority and New York State Department of State, NYSERDA, the Department of Public Service (the “DPS”), NYDEC and the Empire State Development Corporation, will accelerate progress towards the State’s clean energy and climate goals, including the goal to obtain 70% of the State’s electricity from renewable sources by 2030.

For more information on this legislation, see the 2019 Financial Statements, “Certain New Legislation Affecting the Authority” on page 16.

Accelerated Renewable Energy Growth and Community Benefit Act

The Accelerated Renewable Energy Growth and Community Benefit Act (the “Renewable Energy Act”) was enacted as part of the 2020-21 Enacted State Budget and amends State law with respect to the siting of major utility transmission facilities to (1) establish a 12-month target timeframe for the siting of major utility transmission facilities (“MUTFs”); and (2) authorizes the PSC to establish in regulation an expedited 9-month target timeframe for MUTFs that: (a) are constructed within existing rights-of-way, or (b) would not result in any significant adverse environmental impacts considering current uses and conditions existing at the site, as determined by the PSC, in consultation with the NYDEC, or (c) would necessitate expanding the existing rights-of-way where the expansion is for the purpose of complying with law, regulations or industry practices relating to electromagnetic fields. This new, expedited siting process will be administered through a new siting office to be established within the Department of State. The Renewable Energy Act also establishes a new “Clean Resources Development and Incentives Program”

pursuant to which NYSERDA will establish “build-ready” sites that would be made available to renewables developers through a competitive process, and a host community benefits program to be established by PSC pursuant to which renewable developers would fund programs to provide benefits to communities that host new renewable generation projects.

The Renewable Energy Act also contains provisions to facilitate new and upgraded distribution and transmission projects that are necessary to for the state to avoid congestion and reach the Chapter 106 targets (the “Transmission Component”). The Legislature found that the Authority owns and operates backbone electric transmission assets in the State, has rights-of-way that can support in whole or in part bulk transmission investment projects, and has the financial stability, access to capital, technical expertise and experience to effectuate expeditious development of bulk transmission investments needed to help the State meet its targets under Chapter 106. As such, the Transmission Component grants the Authority the ability to develop projects which the PSC determines should be pursued expeditiously to promote the State’s public policy goals (“Priority Transmission Projects”).

After the completion of a comprehensive study for the purpose of identifying distribution upgrades, local transmission upgrades and bulk transmission investments that are necessary or appropriate to facilitate the timely achievement of Chapter 106 targets (collectively, “Grid Study”) undertaken by the DPS in consultation with the Authority, NYSERDA LIPA, the NYISO and jurisdictional utilities and transmission operators, the PSC will establish a distribution and local transmission capital plan for each utility in whose service territory the Grid Study identified distribution upgrades and local transmission upgrades that DPS determines are necessary or appropriate to achieve targets set forth in Chapter 106. The upgrade programs shall establish a prioritized schedule upon which each such upgrades shall be accomplished. The PSC will also establish a bulk transmission system investment program that identifies bulk transmission investments it determines to be necessary or appropriate to achieve the Chapter 106 targets. PSC will identify Priority Transmission Projects to meet the Chapter 106 targets utilizing the NYISO’s policy transmission planning process.

Pursuant to the Renewable Energy Act, the Authority is authorized to solicit interest from potential co-participants in each Priority Transmission Project it agrees to develop, and assess whether any joint development would provide for significant additional benefits in achieving the Chapter 106 targets. The Authority may then undertake the development of the Priority Transmission Project on its own, or undertake the Priority Transmission Project jointly with one or more other parties. A joint development of a Priority Transmission Project may be accomplished through agreements on such terms and conditions as the Authority finds to be appropriate and necessary in order to undertake and complete timely development of the Priority Transmission Project. For those Priority Transmission Projects that the Authority determines to undertake and which are not substantially within its rights-of-way, the Authority will, select private sector participants through a competitive bidding process. Excluded from these Priority Transmission Projects are generation lead lines, and repairs to, replacement of or upgrades to the Authority’s own transmission assets.

Section 2975 and Governmental Cost Recovery Alternatives

Section 2975 of the New York Public Authorities Law establishes a Governmental Cost Recovery System, pursuant to which certain public benefit corporations, defined as having three or more members appointed by the Governor, are subjected to assessment for the costs of central governmental services attributable to such public benefit corporations, pursuant to a statutory assessment methodology. Such a public benefit corporation may, however, pursuant to Section 2975, opt to enter into an agreement with the State Director of the Budget providing for alternative cost recovery to the State. Consistent with such alternative agreement mechanism, the Authority in the past has voluntarily entered into agreements with

the Division of the Budget pursuant to which the Authority has made payments to the State relating to such cost recovery assessments.

Information on legislation affecting the Authority is also available from many sources in the public domain, and potential purchasers of the 2020 Bonds should obtain and review such information.

EXECUTIVE ORDER NO. 88

On December 28, 2012, Governor Cuomo issued Executive Order No. 88 (“EO 88”) which successfully directed state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20% by April, 2020. For a description of Executive Order No. 88 and the energy efficiency and financing programs undertaken by the Authority in response thereto, see the 2019 Financial Statements, “Note 13(k) – Other Developments – Build Smart NY Initiative” on page 70.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY AND THE AUTHORITY

Regulation Generally

The operations of the Authority are subject to regulation or review by various State and federal agencies. The agencies having a regulatory impact on, or a monitoring function over, the Authority and the conduct of its activities, include, without limitation, FERC, the Environmental Protection Agency (the “EPA”), NYDEC, New York State Comptroller, New York State Inspector General, and the New York State Authorities Budget Office.

The New York Public Service Commission and Siting Board (the “PSC”) is the principal agency in the State regulating the generation, transmission and sale of electric power and energy. It has no jurisdiction over rates for power generated or transmitted by the Authority but does regulate the rates of the State’s investor-owned utilities and certain municipal systems to which the Authority sells power. The PSC is empowered by the Public Service Law to issue Certificates of Environmental Compatibility and Public Need prior to the construction of power transmission lines of certain capacities and lengths.

For a discussion of potential impact on the Authority and its facilities and operations of the PSC’s “Reforming the Energy Vision” initiative and recently announced future retirement of generation resources, see the 2019 Financial Statements, “Management’s Discussion and Analysis – Reforming the Energy Vision” on page 15.

Dodd-Frank Act

For a discussion of the impact of the Dodd Frank Act on the Authority, see the 2019 Financial Statements, “Note 8 – Risk Management and Hedging Activities – Dodd Frank Act” on page 46.

Environmental

Electric utilities are subject to continuing environmental regulation affecting construction and operation of new facilities, upgrades to existing facilities and retirement or restrictions on operations. Federal, state and local laws, regulations, standards, and procedures which regulate the environmental impact of electric utilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that the Authority’s facilities will remain subject to the regulations currently in effect, will always be in compliance with regulations, or will always be able to obtain all required operating permits. Changes in

these requirements or the inability to comply with existing environmental standards could result in substantial additional capital expenditures to achieve or maintain compliance, or could result in reduced operating levels or the complete shutdown of individual electric generating units, which could have an adverse impact on Authority revenues.

Certain environmental laws can impose the entire cost or a portion of the cost of investigating and cleaning up a contaminated site, regardless of fault, upon any one or more of a number parties, including the current or previous owners or operators of the site. These environmental laws also impose liability on any person who arranges for the disposal or treatment of hazardous substances at a contaminated site. Some of the sites that the Authority currently or historically has owned or operated potentially could require investigation or remediation under environmental laws which could result in material costs for the Authority.

For a discussion of the additional environmental regulatory issues that may affect the Authority, see the 2019 Financial Statements, “Note 13(i) – Regional Greenhouse Gas Initiative, Clean Power Plant Rule, Proposed Affordable Clean Energy Rule and Air Pollution Rule” on pages 68-69.

Other Factors

The electric utility industry in general has been, and in the future may be, affected by a number of other factors which could impact the financial condition and competitiveness of many electric utilities, including the Authority, and the level of utilization of their generating and transmission facilities.

Electric and Magnetic Fields

Electric and magnetic fields (“EMF”) exist wherever electricity flows, around high voltage transmission and distribution equipment (“power frequency EMF”), as well as near electrical appliances, computers, and other electrical devices. Epidemiological studies, clinical studies and laboratory experiments have shown that EMF can cause changes in living cells, but there is little evidence that these changes suggest any risk to human health. Claims for damages against electric utilities for injuries alleged to have been caused by power frequency EMF have increased electric utilities’ attention to this issue. At this time, it is not possible to predict the extent of the costs and other impacts, if any, which power frequency EMF may have on the Authority and other electric utilities.

Industry Transformation

Transformative technologies are creating uncertainty for the electric utility industry and the Authority. These technologies may produce new business opportunities, reduce demand for electric energy, or suppress wholesale power prices impacting the competitive position of the Authority’s generating assets. While the Authority regularly evaluates its mission, objectives, and customer needs, the impact on the Authority’s operations of any such industry transformation is not presently predictable or quantifiable.

Workforce Challenges

Like many other industries, the power and utility sector is facing increased competition for, and a general shortage of, talent in high skilled areas. This trend is expected to continue and be further impacted by transformations in the industry as new technologies are being developed and deployed. The ability of the Authority to meet stated objectives is dependent upon the ability to attract and retain the necessary skills and competencies in its workforce, among other factors.

Physical and Cyber Security

The federal government recognizes the electric utility industry as critical infrastructure for the United States and works closely with the industry to ensure awareness of ongoing threats and that appropriate protections are in place against both physical and cyber-attacks. With over 1,400 circuit-miles of high voltage transmission lines and power generation facilities across the State, the Authority will need to make significant investments to harden both physical and cyber assets and their related infrastructure. In the event of a cyber-attack that the Authority is unable to defend against or mitigate, the Authority may experience information system outages, data theft, discontinuity of services, damage to facilities or equipment, substantial loss of revenues or other financial impacts and may face increased regulation, litigation and damage to the Authority's reputation.

Catastrophic Natural Events

A catastrophic natural event such as severe weather, flooding or earthquake can negatively affect the operability of Authority assets and the bulk electric system. While the Authority regularly evaluates the resiliency of its assets and has implemented disaster planning programs, weather and natural events directly influence the demand for electricity and can substantially and negatively affect the Authority's operations.

An outbreak of disease or similar public health threat, such as the COVID-19 pandemic, or fear of such an event, could have an adverse impact on the Authority's financial condition and operating results. For a more detailed discussion of the expected impact on the Authority of the COVID-19 pandemic and the Authority's response, see "PART 2 – CERTAIN FINANCIAL MATTERS – Impacts from the Coronavirus and COVID-19 Pandemic."

Critical Infrastructure Failure

As a generation and transmission business, the Authority is exposed to potential critical infrastructure failure that may lead to service disruption, injury and degradation of system reliability and ultimately impact financial results.

Health and Safety Risks

As a generation and transmission business, the Authority is exposed to a variety of health and safety risks. The health and safety of the Authority's workforce, contractors, customers and the public may be impacted by these risks.

Hydrological Conditions

The Authority's net income is highly dependent on generation levels at its Niagara and St. Lawrence-FDR Projects. The Authority's generation levels at its Niagara and St. Lawrence-FDR Projects are a function of the hydrological conditions prevailing on the Great Lakes, primarily, Lake Erie (Niagara Project) and Lake Ontario (St. Lawrence-FDR Project). Hydrological conditions can vary considerably from year to year. Uncertain availability and shifts in the supply of water as fuel may significantly impact the Authority.

Electric Price and Fuel Risk

Through its participation in the NYISO and other commodity markets, the Authority is subject to electric energy price, fuel price, metal commodities price, and electric capacity price risks that impact the revenue and purchased power streams of its facilities and customer market areas. Such volatility can potentially have detrimental effects on the Authority's financial condition. To moderate cost impacts to its customers and itself, the Authority, at times, hedges market risks via the use of financial instruments and physical contracts.

Other Factors

In addition to the factors affecting the electric utility industry and the Authority discussed above, such factors include, among others: (a) effects of compliance with rapidly changing environmental (including climate change), safety, licensing, regulatory and legislative requirements other than those described above, (b) effects of competition from other electric utilities (including increased competition resulting from mergers, acquisitions, and "strategic alliances" of competing electric and natural gas utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity, (c) the role of independent power producers and marketers, brokers and federal power marketing agencies in power markets, (d) effects of inflation on the operating and maintenance costs of an electric utility and its facilities, (e) changes from projected future load requirements, (f) increases in costs and uncertain availability of capital, (g) shifts in the availability and relative costs of different fuels (including the cost of natural gas), (h) sudden and dramatic increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, and (i) legislative changes, voter initiatives, referenda and statewide propositions. Any one or more of these factors (as well as other factors) could have an adverse effect on the assets, operations and financial condition of the Authority to an extent that cannot be determined at this time.

Effects on the Authority

Currently, the Authority is a provider of low cost power and energy in the State. However, the Authority cannot predict what effect any of the foregoing factors will have on the business operations and financial condition of the Authority, but the effect could be significant. The Authority can give no assurance that it will not lose customers in the future as a result of the restructuring of the State electric utility industry, regulatory changes that impact wholesale market prices and the emergence of new technologies, competitors or increased competition from existing competitors. In addition, the Authority's ability to market power and energy on a competitive basis is limited by provisions of the Act, restrictions under State and federal law as to the sale and pricing of a large portion of the output from the Niagara Project and St. Lawrence-FDR Project, and restrictions on marketing arising from applicable laws and regulations.

The foregoing is a brief discussion of certain factors affecting the electric utility industry and the Authority. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof. Extensive information on the electric utility industry is, and will be available from legislative and regulatory bodies and other sources in the public domain, and potential purchasers of the 2020 Bonds should obtain and review such information.

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REGULATION

The operations of the Authority are subject to regulation or review by various State and federal agencies, discussions of which appear in various segments throughout this Official Statement. The principal agencies having a regulatory impact on, or a monitoring function over, the Authority and the conduct of its activities, are as follows:

New York State

NYISO and Reliability Council

For a description of the NYISO and its present activities, see “PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR” herein.

Public Service Commission and Siting Board

The PSC is the principal agency in the State regulating the generation, transmission and sale of electric power and energy. It has no jurisdiction over rates for power generated or transmitted by the Authority but does regulate the rates of the State’s investor-owned utilities and certain municipal systems to which the Authority sells power. The PSC is empowered by the Public Service Law to issue Certificates of Environmental Compatibility and Public Need prior to the construction of power transmission lines of certain capacities and lengths.

Article X of the Public Service Law governs the siting and construction of virtually all new electric generating plants of 25 MW or more in the State including any such facilities of the Authority. Pursuant to Article X, a Siting Board, chaired by the chair of the PSC and comprised of four other state agency officials and two ad hoc members, is empowered to issue Certificates of Environmental Compatibility and Public Need authorizing construction of such plants. The Siting Board is not authorized to accept applications under the new Article X until the NYDEC has issued certain regulations involving environmental justice and air quality issues.

Reforming the Energy Vision

In April 2014, the PSC commenced a proceeding to transform the State’s electric utility industry and related regulatory practices called Reforming the Energy Vision (the “REV”). According to the PSC, REV will lead to regulatory changes that promote more efficient use of energy; deeper penetration of renewable energy resources such as wind and solar; and wider deployment of smaller power sources located closer to the customer load, including microgrids capable of aggregating power resources to meet the regular demands of a community of consumers, on-site power supplies, and energy storage. REV also aims to promote greater use of advanced energy management products to enhance demand elasticity and efficiencies. The PSC order instituting the proceeding designated two tracks for the REV with track one focused on developing distributed resource markets and track two focused on reforming utility ratemaking practices.

The PSC has identified six core policy objectives relating to enhanced customer knowledge and tools to support effective management of total energy bills, market animation and leverage of customer contributions, system-wide efficiency, fuels and resource diversity, system reliability and resiliency, and reduction of carbon emissions. The PSC’s Order Adopting Regulatory Policy Framework and Implementation Plan issued and effective February 26, 2015 (Track 1) and Order Adopting a Ratemaking and Utility Revenue Model Policy Framework issued and effective May 19, 2016 (Track 2) and additional information on the REV are available at <http://www.dps.ny.gov/>. No statement on that website is incorporated by reference herein. The PSC has several ongoing proceedings related to Track 1 and Track

2 of REV that the Authority is following. In 2019, the PSC issued a number of orders addressing REV-related issues including compensation for distributed energy resources, community-scale clean energy initiatives, and electric vehicle incentives.

While the PSC does not have jurisdiction over rates for power generated or transmitted by the Authority, the reforms and innovations contemplated in the REV initiative are expected by the PSC to be done in conjunction with certain independent but related actions of the Authority. As a result, the Authority monitors the REV initiative and related proceedings closely and expects to evaluate any regulatory reforms that are ultimately implemented and their impact on project implementation and suitability for adoption by the Authority and its customers.

Clean Energy Standard

On August 1, 2016, the PSC issued an order establishing a Clean Energy Standard (the “CES Order”) to implement the clean energy goals of the State Energy Plan. Pursuant to the CES Order, load serving entities identified in the order are required to purchase “Zero Emission Credits” (“ZECs”) from NYSERDA to support the preservation of existing at-risk zero emissions nuclear generation. The Authority is not subject to PSC jurisdiction for purposes of the CES Order but expects to assume an obligation to purchase ZECs consistent with the terms of the CES Order and intends to seek recovery of such costs from the Authority’s customers. On January 31, 2017, the Board of Trustees authorized (a) participation in the PSC’s ZEC program and (b) execution of an agreement with NYSERDA to purchase ZECs associated with the Authority’s applicable share of energy sales. The Authority and NYSERDA executed an agreement covering a two-year period from April 1, 2017 to March 31, 2019 under which the Authority committed to purchase ZECs in a quantity based on its proportional load in the New York control area. As of April 7, 2020, the Authority estimates that it will incur ZEC purchase costs associated with participation in the ZEC program of approximately \$283.5 million in aggregate over the 2020-2023 period, of which approximately \$22.2 million is not expected to be recovered under customer contracts. As of March 31, 2019, the Authority has paid \$155.2 million in ZEC purchase costs.

Transmission Congestion and System Operation Issues

Infrastructure limitations in the vicinity of the Authority’s Niagara Project contribute to transmission congestion that limits the amount of Niagara Project output that can be accommodated on the transmission system. Transmission congestion prevents the full and efficient use of this asset, as well as other generation assets located in Western New York. To begin alleviating this congestion, on July 20, 2015, the Public Service Commission issued an order that granted requests from the Authority and National Grid to establish a public policy requirement driving the need for transmission additions to, among other things, enable the Authority to fully operate the Niagara Project and support the import of capacity from Ontario during emergency conditions. The Public Policy Transmission Planning Process (pursuant to FERC Order 1000) initiated the NYISO’s competitive solicitation process which resulted in the NYISO Board of Directors selection of the NextEra Energy Transmission New York, Inc. (“NextEra”) Empire State Line transmission project on October 17, 2017. NextEra currently has requests pending before the PSC for two regulatory approvals that are necessary before it may begin developing the line. The project is a partial solution to the identified congestion issues and is expected to be completed in June 2022.

New York State Department of Environmental Conservation

The NYDEC administers and manages the State program for oil and chemical containment and spill prevention and provides for abatement of water, land and air pollution. Pursuant to State and federal laws, the NYDEC regulates the transport, treatment and disposal of hazardous and toxic wastes. In addition, the NYDEC regulates the use of tidal and freshwater wetlands and flood plains. Before any State or federal

license or permit can be issued for any activity involving a discharge into navigable waters, the NYDEC must certify that the discharge will comply with the State water quality standards, or otherwise waive certification. Certain aspects of the NYDEC's regulatory authority over pollutant discharge permits, air quality and hazardous waste regulation arise from delegation of such authority to the State by federal legislation.

New York State Comptroller

The OSC is required to undertake a "program, financial and operations" audit of the Authority at least once every five years, and the OSC periodically conducts other audits as well. Recent audit reports are available on the OSC's website. No statement on the OSC's website is included herein. OSC has issued regulations that are applicable in whole or in part to many public authorities in the State, including the Authority. Among other things, the regulations require public authorities, including the Authority, to adhere to prescribed budgeting and financial plan procedures, certain financial reporting and certification requirements, and detailed investment guidelines and procedures, including obtaining the approval of the OSC before adoption of certain changes in accounting principles. In addition, OSC has the discretionary authority to review and approve certain contracts to be entered into by public authorities, including the Authority.

State Inspector General

The Office of the Inspector General (the "OIG") has jurisdiction over the Authority pursuant to New York State Executive Law Article 4-A. From time to time, the Authority may be involved in investigations initiated by and engaged in by the OIG and related proceedings. The Authority fully cooperates with the OIG and other federal and state agencies in any applicable proceedings.

Authorities Budget Office

Chapter 506 of the Laws of 2009 created the Authorities Budget Office (the "ABO"). The ABO's responsibilities include conducting reviews of public authorities, assisting public authorities in improving management practices and procedures, developing oaths of office for public authority board members, and making recommendations to the Governor and Legislature concerning public authorities. In addition, the ABO is authorized to, among other things, receive and act upon complaints regarding public authorities, initiate investigations of public authorities, warn and censure public authorities for non-compliance with the Public Authorities Law, recommend discipline against public authority officials, and compel public authorities to produce records necessary to enable the ABO to perform its duties.

Federal

Federal legislation is regularly introduced which could affect the operations of the Authority. The Authority cannot predict which of such legislation might be enacted into law, what form any of such legislation, if enacted, might take or what impact any of such legislation, if enacted, might have on the Authority's operations.

Federal Energy Regulatory Commission

FERC exercises regulatory authority over the NYISO's operations and the Authority participates extensively in the NYISO-administered markets (see "PART 2 - NEW YORK INDEPENDENT SYSTEM OPERATOR"). The Authority retains its non-jurisdictional status under Part II of the FPA, which means that FERC does not regulate the Authority with respect to its generation sales, though the Authority participates fully in the NYISO-administered markets. Through operation of the NYISO tariff, changes to

the Authority's ATRR are subject to FERC jurisdiction. FERC is also authorized by the FPA to license the Authority's hydroelectric power plants, to approve interconnection agreements for large and small generators (which utilize approved NYISO form contracts), and to prescribe rules for the sale of electrical energy to and the purchase of energy from qualifying cogeneration and small power production facilities. Additional requirements, such as adding equipment or modifying operations to mitigate a hydroelectric power plant's impact on fish, could be required during the relicensing of the Authority's hydroelectric power plants and result in material costs.

NERC Reliability Standards

Pursuant to the Energy Policy Act, the North American Electric Reliability Corporation ("NERC") has legal authority to enforce comprehensive Reliability Standards for all users, owners, and operators of the bulk power system in the United States, including the Authority. NERC has authority to levy penalties for non-compliance with the Reliability Standards, with fines of up to \$1 million per day per violation for the most serious violations. The Reliability Standards implemented by NERC became effective in 2007 and are modified as necessary to meet reliability issues identified.

Environmental Protection Agency

The EPA is the principal agency of the federal government regulating air and water quality and the use, storage and disposal of hazardous substances. While most of its air, water and waste programs have been delegated to the State, the EPA retains approval authority over the individual state programs, in many instances disapproval authority over individual permit issuance and enforcement authority over all the delegated programs. It is also empowered to initiate administrative and legal action to compel responsible parties to clean up hazardous waste sites. The Authority is subject to EPA rules requiring the securing of routine discharge permits for emissions and effluents from all Authority facilities.

On March 26, 2020, the EPA announced a temporary policy regarding enforcement of environmental legal obligations. In a letter to all governmental and private sector parties, the EPA recognized that in light of the COVID-19 pandemic as well as the travel and social distancing recommendations of the Centers for Disease Control and Prevention, facility operations and availability of key staff and contractors may be affected, as well as the ability of laboratories to timely analyze samples and return results. Effective March 13, 2020, the EPA will exercise enforcement discretion for noncompliance that occurs while the temporary policy is in effect. Generally, if compliance is not reasonably practicable, facilities with environmental compliance obligations are directed to act responsibly under the circumstances in order to minimize the effects and duration of any noncompliance caused by COVID-19 and return to compliance as soon as possible. Facilities also must identify the specific nature and dates of the noncompliance, how COVID-19 was the cause of the noncompliance, and the decisions and actions taken in response, including best efforts to comply and steps taken to come into compliance at the earliest opportunity. The temporary policy does not apply to criminal violations or criminal liability, to activities carried out under the Comprehensive Environmental Response, Compensation and Liability Act or the Resource Conservation and Recovery Act, or to certain imports. The Authority does not expect the temporary policy to have a material effect on its operations or finances.

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SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL RESOLUTION

The following is a summary of certain provisions of the General Resolution. The following summary is not to be considered a full statement of the terms of the General Resolution and, accordingly, is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not otherwise previously defined in this Official Statement or defined below have the meaning set forth in the General Resolution.

Definitions

The following are definitions in summary form of certain terms contained in the General Resolution and used hereinafter:

Authorized Investments means and includes any of the following securities, if and to the extent the same are at the time legal for investment of the Authority's funds pursuant to any law, to the extent permitted under any applicable regulation, guideline and policy of the Authority as each is in effect from time to time: (i) any security which is (a) a direct obligation of, or is unconditionally guaranteed by, the United States of America or the State for the payment of which the full faith and credit of the United States of America or the State is pledged or (b) an obligation of an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America; (ii) any obligation of any state or political subdivision of a state or of any agency or instrumentality of any state or political subdivision ("Municipal Bond") which Municipal Bond is fully secured as to principal and interest by an irrevocable pledge of moneys or direct and general obligations of, or obligations guaranteed by, the United States of America, which moneys or obligations are segregated in trust and pledged for the benefit of the holder of the Municipal Bond, and which Municipal Bond is rated in the highest Rating Category by at least two Rating Agencies and provided, however, that such Municipal Bond is accompanied by (1) a Counsel's Opinion to the effect that such Municipal Bond is not subject to redemption prior to the date the proceeds of such Municipal Bond will be required for the purposes of the investment being made therein and (2) a report of a nationally recognized independent certified accountant verifying that the moneys and obligations so segregated are sufficient to pay the principal of, premium, if any, and interest on the Municipal Bond; (iii) bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage Association (including Participation Certificates), Government National Mortgage Association, Federal Financing Bank, Federal Home Loan Mortgage Corporation and Federal Home Loan Banks, the Federal Housing Administration, the Federal Farm Credit Banks Funding Corporation, Federal Farm Credit Banks, Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks, or any other agency controlled by or supervised by and acting as an instrumentality of the United States government; (iv) obligations of any state of the United States of America or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision which shall be rated at the time of the investment in any of the three highest long-term Rating Categories or the highest short-term Rating Category by a Rating Agency; (v) certificates or other instruments that evidence ownership of the right to payments of principal of or interest on Municipal Bonds provided that such obligations shall be held in trust by a Bank meeting the requirements for a successor Trustee pursuant to the General Resolution, and provided further that the payments of all principal of and interest on such certificates or such obligations shall be fully insured or unconditionally guaranteed by, or otherwise unconditionally payable pursuant to a credit support arrangement provided by, one or more financial institutions or insurance companies or associations which at the date of investment shall have an outstanding, unsecured, uninsured and unguaranteed debt issue rated in the highest Rating Category by a Rating Agency or, in the case of an insurer providing municipal bond insurance policies insuring the payment, when due, of the principal of and interest on Municipal Bonds, such insurance policy shall result in such Municipal Bonds being rated in the highest Rating Category by a

Rating Agency; (vi) certificates that evidence ownership of the right to payments of principal of or interest on obligations described in clause (i) or (ii) above, provided that such obligations shall be held in trust by a Bank meeting the requirements for a successor Trustee pursuant to the General Resolution; (vii) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of the 25 largest Banks (measured by aggregate capital and surplus) in the United States or commercial paper issued by the parent holding company of any such Bank which at the time of investment has an outstanding unsecured, uninsured and unguaranteed debt issue rated in the highest short-term Rating Category by a Rating Agency (including the Trustee and its parent holding company, if any, if it otherwise qualifies); (viii) any repurchase agreement or other investment agreement with any Bank as defined in clause (i) or (ii) of the definition thereof or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clause (i), (iii) or (vii) above, which securities shall at all times have a market value of not less than the full amount of the repurchase agreement and be delivered to another such Bank, as custodian; (ix) any agreement or other investment agreement with any insurance company or reinsurance company or investment affiliates thereof the obligations of which are rated by a Rating Agency in one of the two highest Rating Categories, which agreement is continuously secured by any one or more of the securities described in clause (i), (iii) or (vii) above, which securities shall at all times have a market value of not less than the full amount held or invested pursuant to the agreement and be delivered to a Bank as defined in clause (i) or (ii) of the definition thereof, as custodian; (x) obligations of any domestic corporation which shall be rated at the time of the investment in either of the two highest long-term Rating Categories or the highest short-term Rating Category by a Rating Agency; and (xi) any other investment in which the Authority is permitted to invest under applicable law, notwithstanding any limitations set forth in clauses (i) through (x) above.

Authorized Officer means any trustee of the Authority or officer of the Authority and any other person authorized by by-laws or resolution of the Authority to perform the act or sign the document in question.

Bank means any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank or savings and loan association chartered or organized under the laws of any state of the United States of America, or (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law, or domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America.

Capital Costs means the Authority's costs of (i) physical construction of or acquisition of real or personal property or interests therein for any Project, together with incidental costs, working capital and reserves deemed necessary or desirable by the Authority and other costs properly attributable thereto; (ii) all capital improvements or additions, including but not limited to, renewals or replacements of or repairs, additions, improvements, modifications or betterments to or for any Project; (iii) the acquisition of any other real property, capital improvements or additions, or interests therein, deemed necessary or desirable by the Authority for the conduct of its business; (iv) any other purpose for which bonds, notes or other obligations of the Authority may be issued under the Act or under other applicable State statutory provisions (whether or not also classifiable as an Operating Expense); and (v) the payment of principal, interest, and redemption, tender or purchase price of any (a) Obligations issued by the Authority for the payment of any of the costs specified above, (b) any Obligations issued to refund such Obligations, or (c) Obligations issued to pay capitalized interest; provided, however, that the term Capital Costs shall not include any costs of the Authority relating to a Separately Financed Project.

Capital Fund means the fund by that name established pursuant to the General Resolution.

Commercial Paper Notes means any notes issued and outstanding at any time under the Commercial Paper Resolution.

Commercial Paper Resolution means the Amended and Restated Resolution Authorizing Commercial Paper Notes adopted by the Authority on November 25, 1997, as the same has been and may be amended and supplemented in accordance with its terms.

Counsel's Opinion means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Authority.

Credit Facility means any letter of credit, standby bond purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument, or any agreement relating to the reimbursement thereof, which is obtained by the Authority and is issued by a financial, insurance or other institution and which provides security or liquidity in respect of any Outstanding Obligations, Parity Debt or Subordinated Indebtedness.

Defeasance Security means (a) an Authorized Investment as specified in clause (i) of the definition thereof, which is not callable or redeemable at the option of the issuer thereof; (b) any depositary receipt issued by a Bank as custodian with respect to any Defeasance Security which is specified in clause (a) above and held by such Bank for the account of the holder of such depositary receipt, or with respect to any specific payment of principal of or interest on any such Defeasance Security which is so specified and held, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the Defeasance Security or the specific payment of principal or interest evidenced by such depositary receipt; (c) any certificate of deposit specified in clause (vii) of the definition of Authorized Investments, including certificates of deposit issued by the Trustee or by a Paying Agent; (d) an Authorized Investment as specified in clause (ii) of the definition thereof and (e) any other security designated in a Supplemental Resolution as a Defeasance Security for purposes of defeasing Obligations authorized by such Supplemental Resolution.

Event of Default has the meaning provided in the discussion of **Event of Default** below.

Fiduciary or Fiduciaries means the Trustee, any Registrar, any Paying Agent, or any or all of them, as may be appropriate.

General Resolution means the Power Authority of the State of New York General Resolution authorizing Revenue Obligations adopted on February 24, 1998, as from time to time amended or supplemented by any Supplemental Resolutions.

Obligations means any obligations, issued in any form of debt, authorized by a Supplemental Resolution, including, but not limited to, bonds, notes, bond anticipation notes, and commercial paper, which are delivered under the General Resolution, but such term shall not include any Subordinated Contract Obligation or Subordinated Indebtedness.

Operating Expenses means the Authority's expenses for operation, maintenance, ordinary repairs and ordinary replacements of any Project, including, without limiting the generality of the foregoing, the costs of supplies, fuel, fuel assemblies and components required by the Authority for the operation of any Project (including any payments made pursuant to a "take-or-pay" fuel supply or energy contract that obligates the Authority to pay for fuel, energy or power regardless of whether fuel or energy is delivered or made available for delivery, other than any such contract or portion thereof that is designated by the Authority as either a Subordinate Contract Obligation or a Parity Contract Obligation), administrative expenses, insurance premiums, legal and engineering expenses, consulting and technical services, payments

for energy conservation and load management programs, payments relating to fuel or electricity hedging instruments, payments for employee benefits, including payments to savings, pension, retirement, health and hospitalization funds, charges payable by the Authority pursuant to any licenses, orders or mandates from any agency or regulatory body having lawful jurisdiction, any payments in lieu of taxes or other payments to municipal governments agreed to be paid by the Authority and any taxes, governmental charges, and any other expenses required to be paid by the Authority, all to the extent properly and directly attributable to any Project; financing costs of any Series of Obligations; the expenses, liabilities and compensation of the fiduciaries required to be paid under the General Resolution or pursuant to any agreement executed by the Authority; all costs and expenses associated with or arising out of the research, development (including feasibility and other studies) and/or implementation of any project, facility, system, task or measure deemed desirable or necessary by the Authority; and all other costs and expenses arising out of or in connection with the conduct of Authority business, including those expenses the payment of which is not immediately required, such as those expenses referenced in the second paragraph of the discussion of **Operating Fund**. Notwithstanding the foregoing, Operating Expenses shall not include (i) any costs and expenses attributable to a Separately Financed Project, or (ii) any costs or expenses for new construction or for reconstruction other than restoration of any part of a Project to the condition of serviceability thereof when new.

Operating Fund means the fund by that name established pursuant to the General Resolution.

Outstanding, when used with reference to Obligations or Obligations of a Series, means, as of any date, Obligations or Obligations of such Series theretofore or thereupon being delivered under the General Resolution except: (i) Any Obligations cancelled at or prior to such date; (ii) Obligations the principal and Redemption Price, if any, of and interest on which have been paid in accordance with the terms thereof; (iii) Obligations in lieu of or in substitution for which other Obligations shall have been delivered pursuant to the General Resolution; (iv) Obligations deemed to have been paid as provided in the General Resolution; and (v) Put Obligations tendered or deemed tendered in accordance with the provisions of the Supplemental Resolution authorizing such Obligations on the applicable tender date, if the purchase price thereof and interest thereon shall have been paid or amounts are available and set aside for such payment as provided in such Supplemental Resolution, except to the extent such tendered Put Obligations thereafter may be resold pursuant to the terms thereof and of such Supplemental Resolution.

Owner or any similar terms, means the registered owner of any Obligation as shown on the books for the registration and transfer of Obligations maintained in accordance with the General Resolution.

Parity Contract Obligation has the meaning provided in the discussion of **Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt** herein.

Parity Debt means any Parity Contract Obligation, Parity Reimbursement Obligation or Parity Swap Obligation.

Parity Reimbursement Obligation has the meaning provided in the discussion of **Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt** herein.

Parity Swap Obligation has the meaning provided in the discussion of **Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt** herein.

Paying Agent means any paying agent for the Obligations of any Series and its successor or successors and any other Person which may at any time be substituted in its place pursuant to the General Resolution.

Person means any individual, corporation, firm, partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability company, or other legal entity or group of entities, including a governmental entity or any agency or subdivision thereof.

Project means any project, facility, system, equipment, or material related to or necessary or desirable in connection with the generation, production, transportation, distribution, transmission, delivery, storage, conservation, purchase or use of energy or fuel, whether owned jointly or singly by the Authority, including any output in which the Authority has an interest, heretofore or hereafter authorized by the Act or by other applicable State statutory provisions; provided, however, that the term “Project” shall not include any Separately Financed Project.

Purchase Price means, with respect to any Obligation, 100% of the principal amount thereof plus accrued interest, if any, plus in the case of an Obligation subject to mandatory tender for purchase on a date when such Obligation is also subject to optional redemption at a premium, an amount equal to the premium that would be payable on such Obligation if redeemed on such date.

Put Obligations means Obligations which by their terms may be tendered by and at the option of the owner thereof, or are subject to a mandatory tender, for payment or purchase prior to the stated maturity or redemption date thereof.

Qualified Swap means, to the extent from time to time permitted by law, with respect to Obligations, any financial arrangement (i) which is entered into by the Authority with an entity that is a Qualified Swap Provider at the time the arrangement is entered into, (ii) which is a cap, floor or collar; forward rate; future rate; swap (such swap may be based on an amount equal either to the principal amount of such Obligations of the Authority as may be designated or a notional principal amount relating to all or a portion of the principal amount of such Obligations); asset, index, price or market linked transaction or agreement; other exchange or rate protection transaction agreement; other similar transaction (however designated); or any combination thereof; or any option with respect thereto, executed by the Authority for the purpose of moderating interest rate fluctuations or otherwise, and (iii) which has been designated in writing to the Trustee by an Authorized Officer as a Qualified Swap with respect to such Obligations.

Qualified Swap Provider means an entity whose senior long term obligations, other senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under an interest rate exchange agreement are guaranteed by an entity whose senior long term debt obligations, other senior unsecured long term obligations, financial program rating, counterparty rating or claims paying ability, are rated either (i) at least as high as the third highest Rating Category of each Rating Agency then maintaining a rating for the Qualified Swap Provider, but in no event lower than any Rating Category designated by each such Rating Agency for the Obligations subject to such Qualified Swap, or (ii) any such lower Rating Categories which each such Rating Agency indicates in writing to the Authority and the Trustee will not, by itself, result in a reduction or withdrawal of its rating on the Outstanding Obligations subject to such Qualified Swap that is in effect prior to entering into such Qualified Swap.

Rating Agency means each nationally recognized securities rating agency then maintaining a rating on the Obligations at the request of the Authority.

Rating Category means one of the generic rating categories of any Rating Agency without regard to any refinement or gradation of such rating by a numerical modifier or otherwise.

Redemption Price means, with respect to any Obligation, 100% of the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof pursuant to the General Resolution.

Registrar means any registrar for the Obligations of any Series and its successor or successors and any other person which may at any time be substituted in its place pursuant to the General Resolution.

Revenues means all revenues, rates, fees, charges, rents, proceeds from the sale of Authority assets, proceeds of insurance, and other income and receipts, as derived in cash by or for the account of the Authority directly or indirectly from any of the Authority's operations, including but not limited to the ownership or operation of any Project, but not including any such income or receipts attributable directly or indirectly to the ownership or operation of any Separately Financed Project and not including any federal or state grant moneys the receipt of which is conditioned upon their expenditure for a particular purpose.

Separately Financed Project means any project described as such pursuant to the General Resolution.

Series means all of the Obligations delivered on original issuance pursuant to a single Supplemental Resolution and denominated therein a single series, and any Obligations thereafter delivered in lieu of or in substitution therefor pursuant to the General Resolution, regardless of variations in maturity, interest rate, or other provisions.

Subordinated Contract Obligation means any payment obligation (other than a payment obligation constituting Parity Debt or Subordinated Indebtedness) arising under (a) any Credit Facility which has been designated as constituting a "Subordinated Contract Obligation" in a certificate of an Authorized Officer delivered to the Trustee, (b) any Qualified Swap which has been designated as constituting a "Subordinated Contract Obligation" in a certificate of an Authorized Officer delivered to the Trustee, and (c) any other contract, agreement or other obligation authorized by resolution of the Authority and designated as constituting a "Subordinated Contract Obligation" in a certificate of an Authorized Officer delivered to the Trustee. Each Subordinated Contract Obligation shall be payable from the Trust Estate subject and subordinate to the payments to be made with respect to the Obligations and Parity Debt, as provided for in the General Resolution and which shall be secured by a lien on and pledge of the Trust Estate junior and inferior to the lien on and pledge of the Trust Estate created pursuant to the Resolution for the payment of the Obligations and Parity Debt.

Subordinated Indebtedness means any Commercial Paper Notes, and any bond, note or other indebtedness authorized by resolution of the Authority and designated as constituting "Subordinated Indebtedness" in a certificate of an Authorized Officer delivered to the Trustee, which shall be payable from the Trust Estate subject and subordinate to the payments to be made with respect to the Obligations and Parity Debt and which shall be secured by a lien on and pledge of the Trust Estate junior and inferior to the lien on and pledge of the Trust Estate created for the payment of the Obligations and Parity Debt.

Supplemental Resolution means any resolution supplemental to or amendatory of the General Resolution, adopted by, or adopted pursuant to authorization granted by, the Authority in accordance with the General Resolution.

Trust Estate means, collectively: (i) all Revenues; (ii) the proceeds of the sale of Obligations until expended for the purposes authorized by the Supplemental Resolution authorizing such Obligations; (iii) all funds, accounts and subaccounts established by the General Resolution, including investment earnings thereon; and (iv) all funds, moneys, and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security pursuant to the General Resolution for the Obligations by the Authority, or by anyone on its behalf, or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times, and to hold and apply the same subject to the terms of the General Resolution.

Trustee means the trustee appointed in accordance with the General Resolution, and its successor or successors and any other Person which may at any time be substituted in its place pursuant to the General Resolution.

(General Resolution, Sec. 101)

Conditions for Issuance of Obligations

General Provisions for Issuance of Obligations. Obligations may be issued pursuant to a Supplemental Resolution in such principal amount or amounts for each such Series as may be specified in such Supplemental Resolution. A Supplemental Resolution shall specify, among other things, the purpose or purposes for which such Obligations are being issued, the authorized principal amount and Series of such Obligations, the maturity date or dates and interest rate or rates of the Obligations and the forms of the Obligations which shall specify terms with respect to tender or redemption, if any. Such Obligations shall be delivered by the Authority under the General Resolution upon the delivery of, among other things, a Supplemental Resolution authorizing such Obligations, a Counsel's Opinion with respect to the validity of the Obligations and a certificate of an Authorized Officer to the effect that, upon delivery of the Obligations, the Authority will not be in default in the performance of the terms and provisions of the General Resolution or of any of the Obligations.

(General Resolution, Sec. 202)

Separately Financed Project. Nothing in the General Resolution shall prevent the Authority from authorizing and issuing bonds, notes, or other obligations or evidences of indebtedness, other than Obligations, for any purpose of the Authority authorized by the Act or by other applicable State statutory provisions (such purpose being referred to herein as a "**Separately Financed Project**"), which bonds, notes, or other obligations, or evidences of indebtedness and the Authority's share of any operating expenses related to such Separately Financed Project, shall be payable solely from the revenues or other income derived from the ownership or operation of such Separately Financed Project or from other funds withdrawn by the Authority pursuant to the General Resolution.

(General Resolution, Sec. 203)

Book-Entry-Only System

Notwithstanding any other provision of the General Resolution, the Authority may employ a book-entry-only system of registration with respect to any Obligations, all as more fully set forth in the General Resolution and the Supplemental Resolution authorizing such Obligations. Any provisions of the General Resolution inconsistent with book-entry-only Obligations shall not be applicable to such book-entry-only Obligations.

(General Resolution, Sec. 309)

Credit Facilities; Qualified Swaps and Other Similar Arrangements; Parity Debt

The Authority may include such provisions in a Supplemental Resolution authorizing the issuance of a Series of Obligations secured by a Credit Facility as the Authority deems appropriate, and no such provisions shall be deemed to constitute an amendment to the General Resolution.

The Authority may secure such Credit Facility by an agreement providing for the purchase of the Obligations secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as specified by the Authority in the applicable Supplemental Resolution.

The Authority may also in an agreement with the issuer of such Credit Facility agree to directly reimburse such issuer for amounts paid under the terms of such Credit Facility (together with interest thereon, the **“Reimbursement Obligation”**); provided, however, that no Reimbursement Obligation shall be created, for purposes of the General Resolution, until amounts are paid under such Credit Facility. Any such Reimbursement Obligation which may include interest calculated at a rate higher than the interest rate on the related Obligation, may be secured by a pledge of, and a lien on, the Trust Estate on a parity with the lien created by the General Resolution to secure the Obligations (a **“Parity Reimbursement Obligation”**), but only to the extent principal amortization requirements with respect to such reimbursement are equal to the amortization requirements for such related Obligations, without acceleration, or may constitute a Subordinated Contract Obligation, as determined by the Authority. In addition, the Authority may enter into a Reimbursement Obligation with respect to a Credit Facility securing Parity Debt, and any such Reimbursement Obligation may be a Parity Reimbursement Obligation (but only to the extent principal amortization requirements with respect to such reimbursement are substantially equal to the amortization requirements including principal payments in connection with any optional or mandatory tender for purchase for such related Parity Debt, without acceleration) or may constitute a Subordinated Contract Obligation, as determined by the Authority. Parity Reimbursement Obligations shall not include any payments of any fees, expenses, indemnification, or other obligations to any such provider, or any payments pursuant to term-loan or other principal amortization requirements in reimbursement of any such advance that are more accelerated than the amortization requirements on such related Obligations or Parity Debt, which payments shall be Subordinated Contract Obligations.

In connection with the issuance of any Obligations or at any time thereafter so long as Obligations remain Outstanding, the Authority also may, to the extent from time to time permitted pursuant to law, enter into Qualified Swaps. The Authority’s obligation to pay any amount under any Qualified Swap may be secured by a pledge of, and a lien on, the Trust Estate on a parity with the lien created pursuant to the General Resolution to secure the Obligations (a **“Parity Swap Obligation”**), or may constitute a Subordinated Contract Obligation, as determined by the Authority. Parity Swap Obligations shall not include any payments of any termination or other fees, expenses, indemnification or other obligations to a counterparty to a Qualified Swap, which payments shall be Subordinated Contract Obligations.

The Authority’s obligation to pay that portion of any rates, fees, charges or payments which the Authority is contractually obligated to pay to another entity for fuel, energy or power, for the specific purpose of meeting principal or interest or both on that entity’s obligations directly associated with such contract and payable to such entity regardless of whether fuel or energy is delivered or made available for delivery, may be secured by a pledge of, and lien on, the Trust Estate on a parity with the lien created by the General Resolution to secure the Obligations (a **“Parity Contract Obligation”**), or may constitute a Subordinated Contract Obligation or an Operating Expense, as determined by the Authority.

(General Resolution, Sec. 310)

Pledge of Revenues and Funds

The Trust Estate is pledged for the payment of the principal and Redemption Price of, and interest on, the Obligations and, on a parity basis, the Parity Debt, in accordance with their terms and the provisions of the General Resolution.

(General Resolution, Sec. 501)

The General Resolution establishes the following funds:

- (1) Operating Fund, to be held by the Authority, and

- (2) Capital Fund, to be held by the Authority.

The Authority may establish one or more additional funds, accounts or subaccounts by delivering to the Trustee a certificate of an Authorized Officer. The Trustee shall have no obligation to invest or reinvest any amounts held thereunder in absence of written investment direction from the Authority.

(General Resolution, Sec. 502)

Operating Fund

The General Resolution provides that the Authority shall pay into the Operating Fund all Revenues as and when received. The Authority shall also pay into the Operating Fund such portion of the proceeds of any Series of Obligations which may have been issued to pay Operating Expenses as shall be specified pursuant to the Supplemental Resolution authorizing such Series. Amounts in the Operating Fund shall be paid out or accumulated or withdrawn from time to time for the following purposes and, as of any time, in the following order of priority: (a) payment of reasonable and necessary Operating Expenses or accumulation in the Operating Fund as a reserve (i) for working capital, (ii) for such Operating Expenses the payment of which is not immediately required, or (iii) deemed necessary or desirable by the Authority to comply with orders or other rulings of an agency or regulatory body having lawful jurisdiction; (b) payment of, or accumulation in the Operating Fund as a reserve for the payment of, interest on and the principal or Redemption Price of the Obligations and Payment of Parity Debt, on a parity basis, on their respective due dates or redemption date, as the case may be; (c) payment of principal of and interest on any Subordinated Indebtedness or payment of amounts due under any Subordinated Contract Obligation; (d) withdrawal and deposit in the Capital Fund; and (e) withdrawal for any lawful corporate purpose as determined by the Authority, including but not limited to the purchase or redemption of Obligations or Subordinated Indebtedness, provided, that prior to any withdrawal pursuant to this clause (e), the Authority shall have determined, taking into account among other considerations, anticipated future receipts of Revenues or other moneys constituting part of the Trust Estate, that the funds to be so withdrawn are not needed for any of the purposes set forth in clauses (a), (b) or (c) herein. Amounts paid out, or withdrawn pursuant to clause (e) shall be free and clear of the lien and pledge created by the General Resolution.

The Authority shall from time to time, and in all events prior to any withdrawal of moneys from the Operating Fund pursuant to clause (e) of the preceding paragraph, determine (i) the amount, to be held as a reserve in the Operating Fund, which in the judgment of the Authority is adequate for the purpose of providing for the costs of emergency repairs or replacements essential to restore or prevent physical damage to, and prevent loss of Revenues from, any Project and (ii) the amount, to be held as a reserve in the Operating Fund, which in the judgment of the Authority is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments and improvements with respect to any Project necessary to keep the same in operating condition or required by any governmental agency having jurisdiction over such Project and to provide a reserve for the retirement from service, decommissioning or disposal of facilities comprising either a Project or a part of a Project.

Amounts in the Operating Fund may in the discretion of the Authority be invested in Authorized Investments. Earnings on moneys and investments in the Operating Fund shall be deposited in the Operating Fund. The Authority may sell any such Authorized Investments at any time and the proceeds of such sale shall be deposited in the Operating Fund.

The General Resolution provides that purchases of Obligations or Subordinated Indebtedness from amounts in the Operating Fund shall be made at the direction of the Authority, with or without advertisement and with or without notice to other holders of Obligations or Subordinated Indebtedness. In addition, any amounts set aside by the Authority in one or more reserve accounts in the Operating Fund

may be used by the Authority as determined by the Authority for the purpose of paying all or a portion of the interest, principal or Redemption Price of Obligations and payment of Parity Debt, on a parity basis.

(General Resolution, Sec. 503)

Capital Fund

The General Resolution provides that the Authority shall pay into the Capital Fund the amounts required to be so paid pursuant to the General Resolution and any Supplemental Resolution authorizing the issuance of any Series of Obligations, for the purpose of financing Capital Costs, including, without limitation, the portion of the proceeds of any such Obligations specified in such Supplemental Resolution, except as may be otherwise provided in a Supplemental Resolution with respect to those Capital Costs referenced in clauses (iv) or (v) of the definition thereof. Amounts in the Capital Fund shall be applied solely to the Capital Costs of the Authority. Any amounts in the Capital Fund which are in excess of the amounts required to pay for such costs may at the direction of the Authority be transferred to the Operating Fund. Amounts in the Capital Fund may in the discretion of the Authority be invested in an Authorized Investments. Earnings on moneys and investments in the Capital Fund shall be deposited in the Capital Fund. The Authority may, and to the extent required for payments from the Capital Fund shall, sell any such obligations at any time, and the proceeds of such sale and of all payment of principal or interest received at maturity or upon redemption or otherwise of such obligations shall be deposited in the Capital Fund. In addition, the General Resolution requires that amounts in the Capital Fund must be applied to the payment of principal and Redemption Price of and interest on the Obligations and the payment of Parity Debt, on a parity basis, when due at any time that other moneys are not available therefor.

(General Resolution, Sec. 504)

Operation and Maintenance Covenant

The Authority shall at all times operate or cause to be operated each Project in a sound and economical manner and shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted; provided, however, that nothing herein contained shall be construed to prevent the Authority from ceasing to operate or maintain, or from leasing or disposing of, any Projects (other than, subject to the renewal of all operating licenses, the Niagara and St. Lawrence-FDR Projects) if, in the judgment of the Authority it is advisable to lease, dispose of, or not to operate and maintain the same and the operation thereof shall not be essential to the maintenance and continued operation of the rest of the Authority's Projects, and provided, further, however, the sale-leaseback or the lease-leaseback of any Project or other similar contractual arrangements, the effect of which is that the Authority continues to retain as part of the Trust Estate the Revenues from such Project, shall not constitute a lease or disposition of such Project for purposes of Section 605 of the General Resolution.

(General Resolution, Sec. 605)

Rate Covenant

The Authority shall at all times maintain rates, fees or charges and any contracts entered into by the Authority for the sale, transmission or distribution of power shall contain rates, fees or charges, sufficient, together with other moneys available therefor (including the anticipated receipt of proceeds of sale of Obligations or other bonds, notes, or other obligations or evidences of indebtedness of the Authority that will be used to pay the principal of Obligations issued in anticipation of such receipt but not including

any anticipated or actual proceeds from the sale of any Project), (i) to pay all Operating Expenses of the Authority, (ii) to pay the debt service on all Obligations then Outstanding and the debt service on all Subordinated Indebtedness then outstanding, and all Parity Debt and Subordinated Contract Obligations, all as the same respectively become due and payable, and (iii) to maintain any reserve established by the Authority pursuant to the General Resolution, in such amount as may be determined from time to time by the Authority in its judgment.

(General Resolution, Sec. 606)

Supplemental Resolutions; Amendments

Any of the provisions of the General Resolution may be amended by the Authority, upon the written consent of the Owners of a majority in principal amount of the Obligations so affected and Outstanding at the time such consent is given, and in case less than all of the Obligations then Outstanding are affected by the modification or amendment, of the Owners of a majority in principal amount of the Obligations so affected and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as particular Obligations remain Outstanding, the consent of the Owners of such Obligations shall not be required and such Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Obligations under the General Resolution. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Obligation or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Obligation, or shall reduce the percentages or otherwise affect the classes of Obligations the consent of the Owners of which is required to waive an Event of Default or otherwise effect any such modification or amendment, create a preference or priority of any Obligation or Obligations over any other Obligation or Obligations (without the consent of the Owners of all such Obligations), create a lien prior to or on a parity with the lien of the General Resolution, without the consent of the Owners of all of the Obligations then Outstanding, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For purposes of this paragraph, an Obligation shall be deemed to be affected by a modification or amendment of the General Resolution if the same materially and adversely affects the rights of the Owner of such Obligation.

The Authority may adopt (without the consent of any Owner) supplemental resolutions to authorize additional Obligations; to add to the restrictions contained in the General Resolution upon the issuance of additional indebtedness; to add to the covenants of the Authority contained in, or surrender any rights reserved to or conferred upon it by, the General Resolution; to confirm any pledge under the General Resolution of Revenues or other moneys; to amend the General Resolution in such manner as to permit qualification of the General Resolution under the Trust Indenture Act of 1939 or any similar federal statute and permit the qualification of the Obligations for sale under the securities laws of any state in the United States; to comply with such regulations and procedures as are from time to time in effect relating to establishing and maintaining a book-entry-only system; or otherwise to modify any of the provisions of the General Resolution (but no such other modification may be effective while any of the Obligations of any Series theretofore issued are Outstanding); or to cure any ambiguity, supply any omission or to correct any defect or inconsistent provision in the General Resolution or to insert such provisions or make such other amendments to the General Resolution as are necessary or desirable which will not be materially adverse to the rights of the Owners of Obligations (provided that the Trustee shall consent thereto).

(General Resolution, Secs. 801, 802, and 902)

Event of Default; Remedies Upon Default

Pursuant to the General Resolution, any of the following events set forth in clauses (i) through (v) constitutes an “Event of Default” if the Authority defaults (i) in the payment of principal or Redemption Price of any Obligation, or (ii) in the payment of interest thereon and such default continues for 30 days, or (iii) in the performance or observance of any other covenant, agreement or condition in the General Resolution or the Obligations, and such default continues for 60 days after written notice thereof, provided, however, that if such default shall be such that it cannot be corrected within such 60 day period, it shall not constitute an Event of Default if corrective action is instituted within such period and diligently pursued until the failure is corrected, or (iv) if the Authority (1) files a petition seeking a composition of indebtedness under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of the State; (2) consents to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Authority or any substantial portion of its property; (3) makes any assignment for the benefit of creditors; (4) admits in writing its inability generally to pay its debts generally as they become due; or (5) takes action in furtherance of any of the foregoing or (v) if (1) a decree or order for relief is entered by a court having jurisdiction of the Authority adjudging the Authority a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition in respect of the Authority in an involuntary case under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State; (2) a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Authority or of any substantial portion of its property is appointed; or (3) the winding up or liquidation of its affairs is ordered and the continuance of any such decree or order remains unstayed and in effect for a period of sixty (60) consecutive days. Upon an Event of Default so long as such Event of Default shall not have been remedied, unless the principal of all the Obligations shall have already become due and payable, either the Trustee or the Owners of 25% in principal amount of the Obligations then Outstanding may declare the principal and accrued interest on the Obligations then Outstanding due and payable immediately, subject, however, to rescission of such declaration and annulment of the default upon the remedying thereof.

Under the General Resolution, the Authority covenants that upon a default the books of record of the Authority and all other records relating to all projects and facilities of the Authority will be subject to the inspection and use by the Trustee, and that the Authority will, upon demand by the Trustee, account for the Trust Estate under the General Resolution as if the Authority were the trustee of an express trust. Upon a default, the Trustee may protect and enforce its and the Owners’ rights under the General Resolution by a suit in equity or at law, whether for the specific performance of any covenant contained in the General Resolution, or in aid of execution of any power granted therein or for an accounting against the Authority as if it were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee deems most effectual to enforce its rights or perform its duties under the General Resolution. No Owner has any right to institute suit to enforce any provision of the General Resolution or the execution of any trust thereunder or for any remedy thereunder, unless the Trustee has been requested by at least 25% of the Owners, and such Owners shall have offered the Trustee adequate security against expenses and liabilities to be incurred therein, and the Trustee has failed to commence such suit in the manner provided in the General Resolution.

(General Resolution, Art. X)

Defeasance

Outstanding Obligations or any portion thereof shall, prior to the maturity or redemption date thereof, be deemed to have been paid pursuant to the General Resolution and shall cease to be entitled to any lien, benefit or security under the General Resolution if the following conditions are met: (i) in the case of Obligations to be redeemed, the Authority shall have given to the Trustee irrevocable instructions

to mail the notice of redemption therefor, (ii) there shall have been irrevocably deposited with the Trustee in trust either moneys in an amount which shall be sufficient, or Defeasance Securities, the principal of and the interest on which, when due, will provide moneys which, together with any moneys also deposited at the same time, shall be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, to pay when due, the principal or Redemption Price, if applicable, and interest due and to become due on such Obligations on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event such Obligations are not maturing or subject to redemption within the next succeeding 60 days, the Authority shall have given the Trustee irrevocable instructions to mail, as soon as practicable, a notice to the Owners of such Obligations that the above deposit has been made with the Trustee and that such Obligations are deemed to be paid and stating the maturity or redemption date upon which moneys are to be available to pay the principal or Redemption Price, if applicable, of such Obligations.

(General Resolution, Sec. 1101)

Unclaimed Moneys

Any moneys held by a Fiduciary in trust for the payment and discharge of the principal or Redemption Price of or interest on any of the Obligations which remain unclaimed for two years after the date when such principal, Redemption Price or interest, respectively, have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary after such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the date when such principal, Redemption Price or interest, respectively, became due and payable, shall, at the written request of the Authority, be repaid by the Fiduciary to the Authority, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of Obligations shall look only to the Authority for the payment of such principal, Redemption Price or interest, respectively. Any moneys held by a Fiduciary in trust for the payment and discharge of any Obligations which remain unclaimed after such moneys were to be applied to the payment of such Obligations in accordance with the General Resolution may be applied in accordance with the provisions of the Abandoned Property Law of the State, being Chapter 1 of the Consolidated Laws of the State or any successor provision thereto, and upon such application, the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of Obligations shall look only to the Authority or the Comptroller of the State for the payment of such Obligations. Before being required to make any such payment to the Authority or to apply such moneys in accordance with the Abandoned Property Law of the State, the Fiduciary shall, at the expense of the Authority, cause to be mailed to the Owners entitled to receive such moneys a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the mailing, the balance of such moneys then unclaimed will be returned to the Authority or applied in accordance with the Abandoned Property Law of the State, as the case may be.

(General Resolution, Sec. 1101)

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**BACKGROUNDS OF THE BOARD OF TRUSTEES AND
CERTAIN SENIOR MANAGEMENT STAFF**

Trustees

John R. Koelmel, Chairman

Mr. Koelmel has served as Chairman of the Authority since June 2012, when he was nominated as a Trustee by Governor Cuomo. Mr. Koelmel currently is an advisor for as well as investor and Board member in several businesses based in Western New York. He previously served as President of HARBORCENTER Development, LLC, and as President and Chief Executive Officer of First Niagara Financial Group, Inc. including its principal subsidiary, First Niagara Bank N.A. Mr. Koelmel began his professional career with KPMG LLP in 1974 and was managing partner of KPMG's Buffalo office and Upstate New York Business Unit. Mr. Koelmel earned a B.A. degree in economics and accounting from The College of the Holy Cross in 1974. He has assumed numerous and varied leadership roles in the Buffalo and Western New York community, currently serving as Board Chair of the Buffalo Center for Arts and Technology and as a member of the Western New York Regional Economic Development Council.

Eugene L. Nicandri, Trustee

Judge Eugene L. Nicandri of Massena, N.Y., was confirmed by the New York State Senate in June 2013 to a second five-year term on the Board of Trustees following his reappointment by Governor Cuomo. He became a trustee in August 2008 after being nominated by Governor David Paterson. Judge Nicandri has served as president of the New York State County Judges Association. Before becoming a county judge, he was a partner in the Massena law firm of Lavigne & Nicandri and served at various times as the attorney for the Towns of Massena, Brasher, Louisville and Lawrence, the Village of Massena and Massena Memorial Hospital. Judge Nicandri holds a Bachelor of Arts degree from the University of Rochester and has a J.D. from Albany Law School. Prior to law school, he served on active duty with the U.S. Navy as a commissioned officer.

Tracy B. McKibben, Trustee

Ms. McKibben was confirmed by the New York State Senate in June 2015. She is the Founder and CEO of MAC Energy Advisors LLC. Previously, she was Managing Director and head of Environmental Banking Strategy for Citigroup Global Markets, and served on the National Security Council at the White House as Director of European Economic Affairs and European Union Relations, as well as in various senior advisory roles within the U.S. Department of Commerce. Prior to her work in the public sector, Ms. McKibben practiced law at Akin, Gump, Strauss, Hauer & Feld LLP. She is a member of the board of directors of Ecolab Inc.(ECL), USAA, Imation (IMN) and Geostellar. She is also a member of the Council on Foreign Relations and the Women's Forum. Ms. McKibben holds a B.A. from West Virginia State University and a J.D. from Harvard Law School.

Anthony J. Picente, Jr., Trustee

Mr. Picente is the 10th Oneida County Executive. He was appointed to the position in 2006, followed by his election to full four-year terms in 2007 and 2011. In 2001, Mr. Picente was named Regional Director of ESD and, two years later, was promoted to ESD vice president, a position he held until 2006. He is the current president of the New York State Association of Counties. Mr. Picente, who attended Utica

public schools, holds an associate degree from Mohawk Valley Community College and a bachelor's degree from Utica College.

Michael A.L. Balboni, Trustee

Mr. Balboni is the founder and Managing Partner of Redland Strategies Inc., a consulting firm that aids companies and government agencies. Michael also serves on several homeland security think tanks, charitable boards dealing with public health and is a regular contributor as a terrorism expert on national and local television and print media. Before starting Redland Strategies, Michael had been a leader in New York security, politics and government. He served as New York State Senator from 1998-2007. Following September 11, 2001, Balboni was appointed as the first Chairman of the Senate Homeland Security Committee. During his tenure, he wrote nearly all of the major laws relating to Homeland Security for New York State, many of which became models for national legislation. In 2007, he left the Senate to become Deputy Secretary for Public Safety and Homeland Security Advisor for New York State and served in this position until January 2009. In this role, Mr. Balboni was the Senior Homeland Security and Law Enforcement official for the State of New York. Mr. Balboni oversaw the creation of many innovative programs, the first of their kind in the nation.

Dennis G. Trainor, Trustee

Mr. Trainor was unanimously elected Vice President of CWA District One in June, 2015. His election to the CWA's top regional position capped a career dedicated to advancing the rights of working people. As regional Vice President, he leads 140,000 workers in telecommunications, public sector, media and broadcast, health care, airlines and manufacturing across New York, New Jersey and New England. In April and May of 2016, Mr. Trainor led the successful 49-day strike of 40,000 Verizon workers up and down the East Coast, the largest strike in the country for the last five years. He also played a critical role in resolving the 17-week long IUE-CWA strike against Momentive Performance Materials in Waterford, NY in the winter of 2016-2017, including negotiating a back-to-work agreement that returned all the strikers to their jobs. Prior to his election as Vice President, Mr. Trainor had served for ten years as Assistant to the Vice President of District One. He served as the Verizon Regional Bargaining Chair for the 2008 and 2011 bargaining and also chaired the AT&T East bargaining for the last five contracts. Mr. Trainor was appointed the Downstate New York and Connecticut Area Director for CWA during bargaining with Verizon in 2003. Mr. Trainor started his union career during the seven-month long strike against New York Telephone in 1971 when he was elected shop steward in CWA Local 1101.

Senior Management Staff

The senior management staff of the Authority includes the following:

Gil C. Quiniones, President and Chief Executive Officer

Mr. Quiniones has served as president and chief executive officer of the Authority since November 2011, following Governor Cuomo's nomination of him to that position. Mr. Quiniones serves on the Board of Directors of the New York State Energy Research and Development Authority; is a board member of the Large Public Power Council and the Alliance to Save Energy and the Authority's principal representative to the American Public Power Association. He is also a member of the board of directors of the Gridwise Alliance and the Electricity Subsector Coordinating Council. Mr. Quiniones was Co-Chairman of the New York Energy Highway Task Force, which helped carry out Governor Cuomo's blueprint for reimagining New York State's transmission system through partnerships between the public and private sector. Mr. Quiniones is leading the effort for the Authority to be the first fully digital utility in the country: a comprehensive digital infrastructure addressing New York State's ever-evolving energy,

environmental and economic needs. Before joining the Authority in 2007 as executive vice president of Energy Marketing and Corporate Affairs, Mr. Quiniones served as senior vice president of Energy and Telecommunications for the New York City Economic Development Corporation. Prior to that, he worked for Con Edison for 16 years. Mr. Quiniones received a Bachelor of Science degree in mechanical engineering from De La Salle University in Manila.

Joseph Kessler, Executive Vice President and Chief Operating Officer

Mr. Kessler was appointed as Chief Operating Officer in July 2016. Before becoming the Authority's Chief Operating Officer, Mr. Kessler, as Senior Vice President of Power Generation, was responsible for the oversight of the Authority's fleet of generating facilities and Canal Corporation operations across the State. He is Chairman of the Authority's Asset Management Board and a member of the Authority's Enterprise Risk Management Committee. He also serves as Executive Sponsor of the Authority's Multicultural Employee Resource Group. He is a lifelong Western New Yorker whose early career was with an electrical construction firm. Joseph started at the Authority in 2001 as an engineer in the electrical maintenance department. He earned a Bachelor of Sciences in Electrical Engineering in 1993, a Master of Engineering in Electrical Engineering (Energy Systems) in 2000, and a Master of Business Administration from the State University of New York ("SUNY") at Buffalo in 2010. He is a licensed Professional Engineer in the States of New York and Maryland. Mr. Kessler has served on the Electric Power Research Institute's Generation Sector and Research Advisory Councils and is an active member of SUNY at Buffalo's School of Engineering and Applied Sciences Dean's Advisory Council. Mr. Kessler is a Senior Member of the Institute of Electrical and Electronics Engineers (the "IEEE"), a member of the Erie-Niagara Chapter of the New York State Society of Professional Engineers and a member of the International Association of Electric Inspectors and the Illuminating Engineering Society of North America.

Kristine Pizzo – Executive Vice President and Chief Human Resources and Administration Officer

Ms. Pizzo joined the Authority in December 2014 as the Senior Vice President of Human Resources & Enterprise Shared Services. Prior to joining the Authority, she was the Chief of Administration at Columbia University. She had previously been the Executive Vice President of Human Resources and Chief Administrative Officer at the New York City Economic Development Corporation. Ms. Pizzo has also worked in managerial roles in human resources at the Mount Sinai School of Medicine and the United States Olympic Committee, and was a judicial fellow at the Equal Employment Opportunity Commission. She has a bachelor's degree from St. John's University and a law degree from the Jacob D. Fuchsberg Law School at Touro College.

Justin E. Driscoll, Executive Vice President and General Counsel

Mr. Driscoll serves as the Authority's executive vice president and general counsel. As EVP and general counsel, he serves as the chief legal officer of the Authority and is responsible for advising and representing the Authority in all legal matters. Before joining the Authority, Mr. Driscoll was engaged in private practice, most recently at Brown & Weinraub PLLC. His government service consists of three years as law secretary in Civil and Supreme Court, New York County, and he is the former senior vice president, general counsel and secretary to the Board for the New York State Housing Finance Agency, and the State of New York Mortgage Agency. A 1977 graduate of American University in Washington D.C. with a bachelor's degree from the School of Public Affairs, he received his law degree in 1981 from the New York Law School and attended the New York University School of Law L.L.M. Program in trade regulation.

Adam Barsky, Executive Vice President and Chief Financial Officer

Mr. Barsky joined the Authority in 2019 and previously served as Chief of Staff and Special Counselor at the Port Authority of New York and New Jersey. Prior to that he served as Executive Vice President and Chief Risk Officer of IDB bank NY from 2006 to the 2017. Mr. Barsky has held numerous positions in state and local government including Deputy Secretary to the Governor of New York for Public Authorities, Financing and Housing and New York City Issues. Before that, he served as Budget Director and Chief Financial Officer of the City of New York and as Director of the Mayor's Office of Operations. Mr. Barsky also worked as Chairman of the New York City Employees Retirement System, Chairman of the New York City Transitional Finance Authority, Chairman of the NYC Municipal Water Finance Authority, Acting Commissioner of the New York City Department of Finance, and Chief Financial Officer and Chief Operating Officer of the New York City Economic Development Corporation. He has served as a member of the Board of Directors of the New York State Job Development Authority since 2006 and as the Chairman of the Nassau County Interim Finance Authority since 2016. He graduated from SUNY, Albany with a bachelor's degree in Business Administration, completed the Executive Graduate Program in Risk Management at Columbia Business School, and is also a certified public accountant.

Sarah Orban Salati, Executive Vice President and Chief Commercial Officer

Ms. Orban Salati joined the Authority in September 2018 from the AES Corporation where she had worked since 2005. At AES, she focused on spurring innovation leading multi-functional teams to assess the impact of emerging technologies on the global portfolio, pursued the incubation of a lean digital start-up and led AES's "innovation" brand strategy, including curating AES's first TEDxAES event and first open innovation contest targeting the use of drone technology. During her tenure at AES, Ms. Orban Salati held two expatriate assignments in London, England and Budapest, Hungary where she led teams responsible for commercial contracting and the execution of M&A transactions and other corporate initiatives across Europe, CIS, Africa, Middle East and Asia. Prior to her energy career, she worked in investment banking focused on the media and telecommunications industries, as a communications strategy consultant and in an entrepreneurial international agricultural commodities trading company. Ms. Orban Salati received a Masters of Arts from Johns Hopkins University, School of Advanced International Studies and a Bachelor of Arts from Yale University.

Robert Piascik, Senior Vice President and Chief Information Officer

Mr. Piascik is responsible for enterprise Information Technology services at the Authority, including strategy, architecture/engineering, cyber security, software product development, data integration, data management and analytics, infrastructure and business application support, program management, technology centers of excellence, and business resiliency. He held senior leadership roles in both the public and private sectors at the Connecticut Municipal Electric Cooperative (CMEEC), Pfizer Pharmaceuticals, and Prudential Financials. Mr. Piascik began his career in the electric power industry at CMEEC by developing software and providing technology services and served as Senior Director at Pfizer Pharmaceuticals to implement and manage global shared technology services. Prior to joining the Authority, he served as Vice President of Planning & Strategy of Annuities IT at Prudential where he led the IT transformation to evolve the enterprise digital and diversified product development and analytics capabilities. Mr. Piascik has a Master's degree in Management with a concentration in finance from Rensselaer Polytechnic Institute, and a Bachelor's degree in Technology with a concentration in engineering from the University of New Haven.

Yves Edouard Noel, Senior Vice President of Strategy and Corporate Development

Mr. Noel is responsible for operationalizing the Authority's strategic plan, establishing an internal consulting group, and leading the Reimagine the Canals campaign. He is an experienced management consultant who has helped several clients develop strategies for growth and operational improvements. Mr. Noel has more than 15 years of experience shaping businesses and implementing new systems and processes. Most recently he has provided consultant services through the Oliver Wyman Group in New York to clients seeking to develop growth strategies and improve operations. Mr. Noel holds a Masters of Business Administration from The Wharton School, University of Pennsylvania, and a Bachelor of Business Administration from Loyola College in Maryland.

Daniella Piper, Chief of Staff and Vice President Digital Transformation Office

Ms. Piper is the Chief of Staff to the President and CEO and Vice President of the Digital Transformation Office at the Authority where she governs and coordinates innovation and performance improvement. Ms. Piper started her career with the Authority in 2007 as an Electrical Engineer. She later worked in Technical Compliance on the development of the Authority's Reliability Standards and Compliance Program and was the project manager for two of the Authority's largest initiatives—the Transmission Life Extension and Modernization Program and the Marcy South Series Compensation Project. Ms. Piper is a licensed professional engineer in New York State and holds a Bachelor of Engineering in electrical engineering from City College of New York, Master of Science in electrical engineering from New York University, and Master of Engineering construction management from Manhattan College. Ms. Piper has been a member of IEEE since 2005.

Soubhagya Parija, Senior Vice President and Chief Risk Officer

Mr. Parija joined the Authority as its Senior Vice President and Chief Risk Officer in July 2015. He is a member of the Executive Management Committee and is responsible for the Authority's Enterprise Risk Management, Commodities Risk Management and Insurance. Prior to joining the Authority, Mr. Parija held risk management positions at Cinergy, Duke Energy, Signet Jewelers and Walmart's International Division. Prior to his career in risk management, Mr. Parija worked in various Corporate Finance functions including Strategic Planning, Financial Planning & Analysis and M&A Analysis. Mr. Parija started his career in India with the National Thermal Power Corporation. Mr. Parija received Masters in Business Administration with a concentration in Finance from Indiana University, Bloomington in 2000. He also has received Master's degree in Economics from Jawaharlal Nehru University, New Delhi, India.

Sundeep Thakur, Controller

Mr. Thakur joined the Authority as its Controller in May 2019. He is responsible for managing internal and external reporting, billing and receivables, payables, payroll and fixed assets accounting. Prior to joining the Authority, Mr. Thakur worked at The Hertz Corporation, where he held progressive leadership roles overseeing financial activities of International operations in North America, Latin America and Asia Pacific Region. Before that, he worked at PepsiCo Inc., where he supported various business transformation and strategic initiatives. Mr. Thakur began started his career with PriceWaterhouseCoopers and has over 20 years of experience across various areas of Finance including internal controls, technical accounting, mergers and acquisitions and financial planning, analysis and budgeting. Mr. Thakur is a Certified Public Accountant and a Chartered Accountant, and holds a Master's degree in International Business and Information Systems from Fordham University.

Christina Reynolds, Treasurer

Ms. Reynolds joined the Authority as its Treasurer in January 2020. Ms. Reynolds is a seasoned treasury executive who brings more than 25 years of experience in management roles at international corporate and financial institutions specifically tied to the energy sector.

Ms. Reynolds previously served as Managing Director and Treasurer at Noble Americas Corp. in Connecticut and Noble Europe Ltd. in London. In this role, she led the group's financing activities for their global energy businesses. Prior to that, Ms. Reynolds served as Director of International Commodity Finance at Fortis Bank from 2001 to 2010 at roles in both London and New York. In that role, Ms. Reynolds oversaw all aspects of commodity finance as a senior banker and lending desk head for a diversified portfolio of financing structures and relationships covering an array of lending, capital markets, cash management and other bank and treasury products.

Ms. Reynolds graduated from Fordham University and holds a master's degree in Finance. She previously received a bachelor of science degree in Business Management from Pace University and completed an Executive Education program in Leadership at IMD in Switzerland.

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NYPA Information Technology Multi-Year Strategy – Goals and Programs

NYPA IT has previously outlined a comprehensive multi-year strategy that is a practical and living action plan supporting the Authority's top priorities and initiatives enabling NYPA's digital transformation. The strategy articulates the top goals and programs necessary to ensure that NYPA IT continues to prioritize high standards of quality across its services and the enterprise.

- Goal 1. Enhance and Improve Services to offer more advanced and timely technology implementations and streamline processes.
- Goal 2. Expand Strategic Role with Digital Transformation Office (DTO) and business units to be more aligned with their needs.
- Goal 3. Provide Robust Infrastructure to protect NYPA's technology, telecommunications and information assets and maintain service operations.
- Goal 4. Optimize NYPA-wide Technology Administration to improve IT sourcing options, vendor accountability and save NYPA cost and time.
- Goal 5. Facilitate Greater Access to Technology to engage all NYPA employees.

As part of the multi-year strategy, NYPA IT has re-organized its previously identified core programs to sufficiently account for changes in priorities and to more accurately align to ongoing enterprise strategies as it moves into the future. The realigned core programs are necessary to ensure that sufficient funding is available, and that proper governance will be applied to necessary ongoing investments. These new programs are:

1. Enterprise Storage – This program is strategically vital to supporting the NYPA vision of becoming a Digital Utility through the provisioning of highly secure, high-performance storage, analytics, web services and transaction processing capacity. This is critical to the success of our Smart Generation & Transmission ("G&T") initiatives, New York Energy Manager ("NYEM"), Evolve, Advancing Analytics, Digital Worker, Autonomous Vehicles, and Customer Relationship Management ("eCRM"). In addition, it is required to maintain the current baseline service delivery on an annual basis.
2. Cloud Computing Program - This program is the natural progression of the ongoing efforts of transforming how NYPA employees access their day-to-day productivity tools. This year will be focusing on expanding the existing end-user information sharing capabilities with more robust and user-friendly features, as well as, integrating and migrating the network share drives, SharePoint and online meeting tools into the Cloud.

Concurrently, the IT Service Management Transformation will continue with the acquisition and implementation of cloud-based service management tools that will provide new capabilities for ensuring that the new cloud services are robust, reliable and available.

3. Common Application Life Extension and Modernization (“LEM”) Program – This is a program that ensures that all identified components are upgraded to currently supported versions and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the sustainment, modernization and growth of essential operating system, middleware and database systems that are key to operation of NYPA’s business applications.
4. Cyber Resilience Program – This is a program that ensures that all systems are fortified with state-of-the-art solutions needed to detect and defend NYPA from constantly evolving threats, and vulnerabilities. This program is targeted to the implementation, lifecycle and modernization of the existing portfolio of cyber protection and detection systems.
5. Core IT Infrastructure LEM Program – This is a program that ensures that all components meet NYPA’s capacity needs and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the refresh, sustainment and enhancement of essential technology infrastructure including wired and wireless networking, mobile workstations, peripherals, data center infrastructure and platforms, telephony, Virtual Private Network (“VPN”), bandwidth and cloud connectivity.
6. Data Management Program – This is a transformational program that will focus on providing the tools that enable the management of data throughout its entire lifecycle and maximize the value that can be derived from that data. This program is targeted to the acquisition and implementation of the technology required to manage NYPA’s “Data-as-an-Asset” and to provide a single foundational data service for data integration, analytics and self-service.
7. Enterprise Resource Planning LEM Program – This is a program that ensures that all components are upgraded to currently supported versions and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the implementation and lifecycle sustainment of the financial, Human Resource (“HR”) and sourcing systems that are fundamental to NYPA operations.
8. Capital Licensing Program – This is a program that ensures that NYPA will be able to continue to capitalize software as an intangible asset and amortize it over its useful economic life. This program is in response to industry trends that are forcing a move from on-premises perpetual licenses with annual maintenance to purely subscription-based Software-as-a-Service licenses.

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1. Enterprise Storage – This program is strategically vital to supporting the NYPA vision of becoming a Digital Utility through the provisioning of highly secure, high-performance storage, analytics, web services and transaction processing capacity. This is critical to the success of our Smart Generation & Transmission ("G&T") initiatives, New York Energy Manager ("NYEM"), Evolve, Advancing Analytics, Digital Worker, Autonomous Vehicles, and Customer Relationship Management ("eCRM"). In addition, it is required to maintain the current baseline service delivery on an annual basis.
2. Cloud Computing Program - This program is the natural progression of the ongoing efforts of transforming how NYPA employees access their day-to-day productivity tools. This year will be focusing on expanding the existing end-user information sharing capabilities with more robust and user-friendly features, as well as, integrating and migrating the network share drives, SharePoint and online meeting tools into the Cloud.

Concurrently, the IT Service Management Transformation will continue with the acquisition and implementation of cloud-based service management tools that will provide new capabilities for ensuring that the new cloud services are robust, reliable and available.

3. Common Application Life Extension and Modernization (“LEM”) Program – This is a program that ensures that all identified components are upgraded to currently supported versions and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the sustainment, modernization and growth of essential operating system, middleware and database systems that are key to operation of NYPA’s business applications.
4. Cyber Resilience Program – This is a program that ensures that all systems are fortified with state-of-the-art solutions needed to detect and defend NYPA from constantly evolving threats, and vulnerabilities. This program is targeted to the implementation, lifecycle and modernization of the existing portfolio of cyber protection and detection systems.
5. Core IT Infrastructure LEM Program – This is a program that ensures that all components meet NYPA’s capacity needs and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the refresh, sustainment and enhancement of essential technology infrastructure including wired and wireless networking, mobile workstations, peripherals, data center infrastructure and platforms, telephony, Virtual Private Network (“VPN”), bandwidth and cloud connectivity.
6. Data Management Program – This is a transformational program that will focus on providing the tools that enable the management of data throughout its entire lifecycle and maximize the value that can be derived from that data. This program is targeted to the acquisition and implementation of the technology required to manage NYPA’s “Data-as-an-Asset” and to provide a single foundational data service for data integration, analytics and self-service.
7. Enterprise Resource Planning LEM Program – This is a program that ensures that all components are upgraded to currently supported versions and that all End-of-Service and End-of-Life components are replaced. This program is targeted to the implementation and lifecycle sustainment of the financial, Human Resource (“HR”) and sourcing systems that are fundamental to NYPA operations.
8. Capital Licensing Program – This is a program that ensures that NYPA will be able to continue to capitalize software as an intangible asset and amortize it over its useful economic life. This program is in response to industry trends that are forcing a move from on-premises perpetual licenses with annual maintenance to purely subscription-based Software-as-a-Service licenses.

NYPA Information Technology Multi-Year Strategy – Goals and Programs

NYPA IT has previously outlined a comprehensive multi-year strategy that is a practical and living action plan supporting the Authority's top priorities and initiatives enabling NYPA's digital transformation. The strategy articulates the top goals and programs necessary to ensure that NYPA IT continues to prioritize high standards of quality across its services and the enterprise.

- Goal 1. Enhance and Improve Services to offer more advanced and timely technology implementations and streamline processes.
- Goal 2. Expand Strategic Role with Digital Transformation Office (DTO) and business units to be more aligned with their needs.
- Goal 3. Provide Robust Infrastructure to protect NYPA's technology, telecommunications and information assets and maintain service operations.
- Goal 4. Optimize NYPA-wide Technology Administration to improve IT sourcing options, vendor accountability and save NYPA cost and time.
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INVESTMENT POLICY STATEMENT
FOR
POWER AUTHORITY OF THE STATE OF NEW YORK
OTHER POST-EMPLOYMENT BENEFITS TRUST

[Amended: ~~October 25, 2011~~March 31, 2020]

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Background

The Power Authority of the State of New York (the “Authority”) has established a Trust fund, known as the Power Authority of the State of New York Other Post-Employment Benefits Trust (the “Trust”). This Trust provides medical, prescription drug, life and other long-term benefits for those employees who meet the age and service requirements outlined in Attachment A of the Trust Agreement. The Trust consists of contributions from the Power Authority of the State of New York. The Power Authority of the State of New York will oversee certain policies and procedures related to the operation and administration of the Trust.

Purpose

The purpose of this Investment Policy Statement (the “Policy”) is to assist the Authority in effectively supervising, monitoring and evaluating the investment of assets of the Trust. A thorough investment program is defined throughout this document to achieve the following:

1. Document the Authority’s investment objectives, performance expectations and investment guidelines for Trust assets.
2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges and asset allocation. The goal of this strategy is to provide sufficient diversification and overall return over the long-term time horizon of the Trust.
3. Establish investment guidelines to control overall risk and liquidity, within the agreed upon investment strategy.
4. Establish periodic performance reporting requirements that will effectively monitor investment results and ensure that the investment policy is being followed.
5. Comply with all fiduciary, prudence, due diligence and legal requirements for Trust assets.

The Authority has arrived at this Policy through careful study of the returns and risks associated with alternative investment strategies in relation to the current and projected liabilities of the Trust. This Policy has been chosen as the most appropriate ~~policy~~method for achieving the financial objectives of the Trust, which are defined in the ~~objectives~~Statement of ~~this Policy~~Objectives.

Statement of Objectives

In defining the objectives of the Trust, the Authority has carefully reviewed its current and projected financial obligations as well as the risk and return relationships included in various asset allocation strategies. Based on these considerations, the Trust objectives are:

- To invest assets of the Trust in a manner consistent with the fiduciary standards of State of New York, namely: (a) all transactions undertaken must be for the sole interest of Trust participants and their beneficiaries and to provide maximum benefits and defray reasonable expenses in a prudent manner, and (b) assets are to be diversified in order to minimize the impact of large losses in individual investments.
- To provide for the funding and anticipated withdrawals on a continuing basis.
- To conserve and enhance the capital value of the Trust in real terms through asset appreciation and income generation, while maintaining a moderate investment risk profile.
- To minimize principal fluctuations over the investment cycle (~~three~~five to five~~seven~~ years).
- To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in the policy.
- While there can be no assurance that these objectives will be realized, the Authority believes that the likelihood of their realization is reasonably high based upon this Policy.
- The Fund's investment philosophy also includes the consideration of environmental, social, and governance (ESG) factors in the investment process because they can influence both risk and return. The Fund believes that ESG is a sound investment policy that will not only generate investment return but also be impactful across various sectors.

Investment Guidelines

Time Horizon

The Trust's objectives are based on a ~~-30-~~year investment horizon so that interim fluctuations should be viewed with appropriate perspective. The Authority has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

Diversification

In general, the Trust will hold between 6 and 12 months of protected liquidity needs for benefit payments and expenses in cash. The remaining assets will be invested.

Investments shall be diversified with the intent to minimize the risk of investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Authority believes that to achieve the greatest likelihood of meeting Trust objectives and the best balance between risk and return for optimal diversification, the Trust should allocate assets in accordance with the targets for each asset class as follows:

<u>Asset Class</u>	<u>Asset Weightings</u>	
	<u>Range</u>	<u>Target</u>
Domestic Equity	25% - 47%	27%
International Equity	14% - 25%	23%
Fixed Income	20% - 35%	21%
Private Market	0% - 15%	11%
REITS and Private Real Estate	0% - 16%	11%
Real Assets (Infrastructure/Land)	0% - 6%	4%
Cash Equivalent	0% - 10%	3%

Liquidity target is 8 months of benefits and expenses.

The investment managers shall have discretion to temporarily invest a portion of the assets in cash reserves when they deem it appropriate. However, the managers will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation ranges established by this investment policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside the policy range. When these divergences occur, the investment consultant may recommend to the Authority to rebalance the asset mix to its appropriate targets and ranges. Similarly, if the cash requirement to handle liquidity needs falls to a level where near term distributions (over the following ~~three~~eight months or less) cannot be met and no contributions are anticipated, the investment consultant may recommend to the Authority to rebalance the trust to its appropriate targets and ranges. Rebalancing to target will take place within a 9-month period from date of being outside of target ranges.

When the investment consultant is notified of new contributions by the Trust custodian, the investment consultant will review the Trust allocation and recommend to the Authority to fill the liquidity allocation first and the remaining investment allocations last.

Risk Tolerances

The Authority recognizes that the objectives of the Trust cannot be achieved without incurring a certain amount of principal volatility. The Trust will be managed in a style that seeks to minimize principal fluctuations over the established time horizon and that is consistent with the Trust's stated objectives.

Performance Expectations

Over the long-term, a rolling five-year period, the investment objectives for this portfolio shall be to achieve an average total annual rate of return that is equal to or greater than the Plan's stated 7% actuarial assumption. The Authority acknowledges that actual returns may vary significantly from these targets on a year to year basis.

Selection of Investment Managers

The Authority, with the assistance of its independent investment consultant, shall select appropriate investment managers to manage the assets of the Trust. Managers must meet the following criteria:

- The ~~investment manager must be a bank, insurance company, or investment adviser as defined by the Investment Advisers Act of 1940.~~
- ~~The investment~~ Manager must provide ~~CFA Institute (Formerly Association for Investment Management and Research) compliant~~ historical quarterly performance ~~numbers calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style and reported gross-of-fees~~ data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- ~~The investment~~ Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses), ~~and support personnel.~~ This information can be a copy of a recent Request for Proposal ~~("RFP")~~ completed by the Manager or regulatory disclosure.
- Where other than common funds such as mutual funds, commingled trusts or partnership agreements are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.
- The investment manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.

Guidelines for Portfolio Holdings

Equities

1) Domestic Equity: Investment in common and preferred stocks shall be limited to securities of domestic (corporations incorporated in the United States) or foreign corporations listed on the New York Stock Exchange, American Stock Exchange, or National Association of Securities Dealers Automated Quotation system ~~or other globally recognized exchanges~~. Investments in American Depository Receipts and publicly traded Real Estate Investment Trusts are also permitted. Investments in non-dollar denominated equities are prohibited.

~~Domestic Equity~~—Not more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation. Ownership of the shares of one company shall not exceed two (2%) percent of those outstanding. ~~No individual “sector”, as defined by the Global Industry Classification Standard (GICS®), shall exceed the greater of~~ Not more than 20% of stock valued at market ~~or 125% of the benchmark allocation~~ may be held in any one industry category. Other than these constraints, there are no quantitative guidelines suggested as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the investment manager(s).

2) International Equity: The overall non-U.S. equity allocation should include a diverse global mix of at least 10 countries. The emerging markets exposure as defined by Morgan Stanley Capital International Inc. should be limited to 35% of the non-U.S. portion of the portfolio.

In order to maintain an effective money management structure that is style neutral, the large capitalization growth equity portion of the investment portfolio shall not exceed the large capitalization value equity portion of the portfolio by more than a two-to-one ratio. Conversely, value shall not exceed growth by the same ratio. This same relationship should be followed for the portfolio's small capitalization equity investment managers as well.

~~International Equities~~—~~Not more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation. Ownership of the shares of one company shall not exceed 2% of those outstanding. No individual “sector”, as defined by GICS, shall exceed the greater of 20% of equity valued at market or 125% of the benchmark allocation. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple regions and sectors. The emerging markets exposure, as defined by Morgan Stanley Capital International Inc. (“MSCI”), should be limited to 35% of the non-U.S. portion of the portfolio.~~

REIT

~~Equity real estate investment assets will be held only in diversified Pooled Vehicles, primarily holding Real Estate Investment Trusts and servicing companies.~~

Fixed Income

1) Public Fixed Income (Core and Core Plus): Fixed income investments shall ~~generally~~ be high quality, marketable securities with a preponderance of the investments in (1) U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, and (2) investment grade municipal ~~issues,~~ 3) ~~domestic or international investment grade~~ or corporate issues including convertibles, ~~and~~ 4) ~~international sovereign debt. Additional investment is allowable in the high yield sector (credit rating below BBB-) where diversification against domestic interest rate changes is warranted and/or the yield spread adequately compensates for the additional risk.~~

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. This does not apply to issues of the U.S. Treasury or other Federal Agencies.

The overall rating of the fixed income assets shall be at least "A", according to one of the three rating agencies (Fitch, Moody's or Standard & Poor's). In cases where the yield spread adequately compensates for additional risk, securities where two of the three rating agencies (Fitch, Moody's or Standard & Poor's) have assigned ratings of Baa3 or BBB- ratings ~~or below (high yield),~~ 2 can be purchased up to a maximum of 20% of total market value of fixed income securities. If the credit quality of any one issue should drop below investment grade (as defined by two of the three rating agencies – Fitch, Moody's and Standard & Poor's), the investment manager should notify the Authority and the investment consultant immediately detailing their plan of action regarding the security.

Active bond management is encouraged and may require transactions that will temporarily lower the return or change the maturity of the portfolio in anticipation of market changes. Holdings of individual securities should be liquid so as not to incur unnecessary transaction costs.

2) Fixed Income (High Yield): The U.S. high yield bond allocation consists of actively managed portfolios that allow external managers to use their skill to invest primarily in non-investment grade fixed income securities while managing credit risk. U.S. high yield bond portfolios may be structured as separate or commingled accounts or a combination of the two. The purpose is for the Trust to maximize investment return commensurate with the risk taken while protecting capital. Additionally, the expansion of the fixed income opportunity set provides additional diversification benefits to the overall investment portfolio.

3) Fixed Income (Global Bonds): The global bond allocation consists of actively managed portfolios that are externally managed and substantially hedged to the U.S. dollar to mitigate currency risk. Global bond portfolios may be structured as separate or commingled accounts or a combination of the two. The purpose is for the Trust to maximize investment return commensurate with the risk taken while protecting capital. Additionally, the expansion of the fixed income opportunity set provides additional diversification benefits to the overall investment portfolio.

Private Equity and Private Debt

1) Private Equity: The Plan invests in private equity to enhance the investment portfolio return through long-term capital appreciation. Private equity investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from

publicly traded equity securities. Private Equity investments typically include investments in leveraged buyout, venture capital, growth equity, distressed debt, and other special situation limited partnerships, generally referred to as “Private Equity Partnerships.”

The portfolio should be diversified by strategy and will also be monitored by other diversification measures including manager, industry, geography, and vintage year. The private equity investments can have a duration of up to 15 years to realize all investment earnings. To maintain an appropriate funded status on a net asset value-basis, the Trust will be required to make periodic commitments to additional eligible vehicles to maintain its asset allocation percentages and vintage-year diversification. The Plan’s staff will work with the Consultant(s) and the Investment Manager(s) to determine appropriate commitment timing and amounts.

2) Private Credit: The Trust may invest in private credit investments. Private credit investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from publicly traded debt securities. Private credit can have a duration of up to 15 years to realize all investment earnings.

Real Assets

1) Public Real Estate: Real Estate Investment Trust (“REITs”): REITs consists of publicly traded securities and/or non-publicly traded private real estate and shall be diversified across a broad array of property types and geographic locations. Investments of this type are designed to provide a stable level of income combined with potential for price appreciation, particularly in periods of unexpected inflation. For private real estate, the illiquid, long-term nature should be considered. For purposes of asset allocation targets and limitations, publicly traded REITs will be categorized as “Other” under the Growth Assets category. Depending on the investment characteristics of a private real estate fund, the fund will be categorized as “Other” under either the Income Assets category, for example, a core real estate fund, or under the Growth Assets category, for example, an opportunistic real estate fund where capital gains are expected to make up a significant portion of the total return.

2) Private Real Estate: The Plan may invest in real assets, including real estate and non fossil fuel infrastructure investments. Real asset investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from publicly traded securities. The role of the Real Estate asset class is to capture excess returns through core and non-core real estate investments and provide a steady stream of cash flows through core investments.

3) Infrastructure: The Plan invests in non fossil fuel infrastructure to enhance the investment portfolio return through long-term capital appreciation. Infrastructure is long term in nature and illiquid. The portfolio should maintain adequate diversification by strategy, vintage year and geographical diversification.

Inflation Hedge Investments

An inflation hedge investment protects the decreased purchasing power of a currency that results from the loss of its value due to rising prices (inflation). Such investing typically includes assets that are expected to maintain or increase in value over a specified period of time. Alternatively, the hedge could take a higher position in assets, which may decrease in value less rapidly than the value of the currency. The Trust may invest in such inflation hedge strategies as TIPS, Real Assets, Commodities or other strategies that protect against the decreasing purchase power of its currency as deemed appropriate by the Committee and Investment Consultant.

Short Term - Cash Equivalents

~~Cash equivalent reserves shall consist of cash instruments having a quality rating of A-1, P-1 or higher, as established by Moody's or Standard & Poor's. Bankers' acceptances, certificates of deposit and savings accounts must be made of United States banks or financial institutions, or foreign branches of United States banks, or United States branches of foreign banks, which are federally insured with unrestricted capital of at least \$50 million. Short-term corporate obligations must be rated A or better by Fitch, Moody's or Standard & Poor's.~~

Includes, but are not limited to, interest-bearing or discount instruments such as money market funds, U.S. Treasury Bills, U.S. Government Agency Discount Notes, corporate-issued commercial paper, bank-issued Certificates of Deposit, bankers' acceptances, and fully collateralized repurchase agreements. For the purposes of the Trust, short-term investments consist primarily of instruments maturing in twelve (12) months or less at time of purchase.

Vehicle Structures

1) Pooled Vehicles: The diversification restrictions for individual stocks and fixed income securities purchased and held in the total portfolio shall not apply to similar investment instruments held in a commingled fund or a SEC registered mutual fund specifically approved by the Authority. Every effort shall be made, to the extent practical, prudent and appropriate, to select commingled funds and/or mutual funds that have investment objectives and policies that are consistent with this Policy. However, given the nature of commingled funds and mutual funds, it is recognized that there may be deviations between this Policy and the objectives of these pooled vehicles. Any commingled fund(s) and/or mutual fund(s) approved by the Authority shall first be reviewed and recommended by the Authority's independent investment consultant and shall be eligible for inclusion in the total portfolio as long as it is in compliance with the Investment Company Act of 1940's diversification requirement.

2) Open End and Closed End Funds: Open end funds are infinite life vehicles that provide liquidity by allowing the investor to contribute or redeem capital, typically on a quarterly basis. Closed end funds are finite life vehicles in which the timing of capital contributions and distributions is at the discretion of the manager, subject to the terms of the operating documents.

3) Limited Partnership Interest: In a limited partnership, the general partner is responsible for managing and investing the partnership's assets. Initially, the partnership's assets consist of cash contributed by the investors, both as limited partners and from the general partner. Legally, unless the partnership is a

fund of funds, the relationship between the general partner and limited partners is not primarily one of client/manager, but rather that of partners in an investment venture, although certain fiduciary duties are owed by the general partner to the limited partners. As used herein, however, the term investment manager shall be construed broadly to include the general partner in a limited partnership.

Prohibited Securities

The following securities and transactions are not authorized and shall not be purchased: letter stock and other unregistered securities, commodities or commodity contracts, short sales, margin transactions, ~~private placements (with the exception of Rule 144A securities);~~ and investments in fossil fuel infrastructure. Derivatives, options or futures for the purpose of portfolio leveraging are also prohibited. ~~Neither real estate equity nor natural resource properties such as oil, gas or timber may be held except by purchase of publicly traded securities or pooled investment vehicles.~~ The purchase of collectibles is also prohibited.

Safekeeping

All securities shall be held by a custodian appointed by the Authority for safekeeping. The custodian shall produce statements at least quarterly listing the name and value of all assets held, and the dates and nature of all transactions. Assets of the Trust held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts.

Control Procedures

Independent Investment Consultant

The Authority will appoint a consultant to assist them in the investment process and maintaining their compliance to this Policy. The investment consultant must be independent and registered in good standing with the Securities and Exchange Commission.

Review of Investment Objectives

The OPEB Investment Committee, working with the independent investment consultant, shall review annually the appropriateness of the Policy for achieving the Trust's stated objectives. It is not expected that the Policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment ~~into~~ the investment policy.

Review of Investment Performance

Manager performance and value add to the portfolio's overarching long-term strategy will be subject for annual review by the consultant and Investment Committee, and will guide the Authority's determination on contracts needing to be considered for renewal. The independent investment

consultant shall report on a quarterly basis to the Authority to review the total Trust investment performance. In addition, the independent investment consultant will be responsible for keeping the Authority advised of any material change in all investment managers' personnel, investment strategy, and other pertinent information potentially affecting performance of all investments.

The independent investment consultant shall compare the investment results on a quarterly basis to appropriate benchmarks, as well as market index returns ~~in both equity and debt markets. Examples of benchmarks and indexes that will be used include the S&P 500 Index for large cap equities, Russell 2000 Index for small cap equities, MSCI Europe, Australia, and Far East Index (EAFE) for international equities, Barclay's Capital Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-Bill Index for cash equivalents.~~ Private market investments will be evaluated based on fiduciary standards with reference to ILPA or equivalent standards as appropriate and shall be considered in the context of the relevant risk/reward factors of this asset class. Because of private markets' illiquid nature, the overall private market program (private equity, private debt, private real estate and real assets) will be expected to achieve a premium return above commensurate marketable securities portfolio. Specifically, aggregate private market sub-strategies will be expected to achieve an average internal rate of return that meets or exceeds the benchmark over rolling five-to-ten year periods (a full economic market cycle).

Voting of Proxies

Voting of proxy ballots shall be for the exclusive benefit of the Trust. Unless the Authority or its delegate advisor provides information on how to vote a proxy, the investment managers shall vote the proxies in accordance with this policy on all shareholder issues. ~~Proxies must be intelligently voted in a manner that best serves the interest of the participants and beneficiaries of the Trust.~~ Where the Authority has retained an investment manager(s), the Authority will delegate to the investment manager(s) the authority to vote the proxies. The Authority delegates this authority subject to the understanding that the investment manager(s) in voting the proxies will consider only those factors that may affect the value of the Trust's investment and not subordinate the interests of the participants and beneficiaries to unrelated objectives. The Authority will, in addition to monitoring the investment manager(s) with respect to the management of Trust assets, monitor the decisions made and actions taken with regard to proxy voting decisions. The Authority will require the investment manager(s) to maintain accurate records as to proxy voting and report annually to the Authority a summary of all proxy voting decisions made by the investment manager(s) on behalf of the Trust. Investment manager(s) are prohibited from abstaining in voting proxies. Investment manager(s) are expected to be aware of corporate provisions that may adversely affect stockholdings, including but not limited to "golden parachutes," "super majorities," "poison pills," "fair price" provisions, staggered boards of directors, and other tactics. Proxies should be vigorously voted with the interest of preserving or enhancing the security's value.

The investment manager(s) of a commingled trust or mutual fund that holds the assets of the Trust along with assets of other funds with conflicting proxy voting policies must reconcile the conflicting policies to the extent possible; and, if necessary, to the extent legally permissible, vote the proxies to reflect the policies in proportion to each fund's interest in the pooled fund.

Execution of Security Trades

The Authority expects that the purchase and sale of all Trust securities shall be made in a manner designed to receive the combination of best price and execution. All transactions are to be governed by negotiation to achieve “best execution” (best price net of commissions). The lowest commission rate need not mean “best execution.” Firms which offer research services may be given preference as long as the principle of “best realized price” and the investment manager(s)’s option to “pay up” for research are compatible.

Adoption of Investment Policy Statement

This Policy is not immutable, but any changes or exceptions to it will be in writing and delivered to each investment manager.

ApprovedAmended as of [March 31, 2020] by the Power Authority of the State of New York:

Title

Date

INVESTMENT POLICY STATEMENT
FOR
POWER AUTHORITY OF THE STATE OF NEW YORK
OTHER POST-EMPLOYMENT BENEFITS TRUST

[Amended: March 31, 2020]

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Background

The Power Authority of the State of New York (the “Authority”) has established a Trust fund, known as the Power Authority of the State of New York Other Post-Employment Benefits Trust (the “Trust”). This Trust provides medical, prescription drug, life and other long-term benefits for those employees who meet the age and service requirements outlined in Attachment A of the Trust Agreement. The Trust consists of contributions from the Power Authority of the State of New York. The Power Authority of the State of New York will oversee certain policies and procedures related to the operation and administration of the Trust.

Purpose

The purpose of this Investment Policy Statement (the “Policy”) is to assist the Authority in effectively supervising, monitoring and evaluating the investment of assets of the Trust. A thorough investment program is defined throughout this document to achieve the following:

1. Document the Authority’s investment objectives, performance expectations and investment guidelines for Trust assets.
2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges and asset allocation. The goal of this strategy is to provide sufficient diversification and overall return over the long-term time horizon of the Trust.
3. Establish investment guidelines to control overall risk and liquidity, within the agreed upon investment strategy.
4. Establish periodic performance reporting requirements that will effectively monitor investment results and ensure that the investment policy is being followed.
5. Comply with all fiduciary, prudence, due diligence and legal requirements for Trust assets.

The Authority has arrived at this Policy through careful study of the returns and risks associated with alternative investment strategies in relation to the current and projected liabilities of the Trust. This Policy has been chosen as the most appropriate method for achieving the financial objectives of the Trust, which are defined in the Statement of Objectives.

Statement of Objectives

In defining the objectives of the Trust, the Authority has carefully reviewed its current and projected financial obligations as well as the risk and return relationships included in various asset allocation strategies. Based on these considerations, the Trust objectives are:

- To invest assets of the Trust in a manner consistent with the fiduciary standards of State of New York, namely: (a) all transactions undertaken must be for the sole interest of Trust participants and their beneficiaries and to provide maximum benefits and defray reasonable expenses in a prudent manner, and (b) assets are to be diversified in order to minimize the impact of large losses in individual investments.
- To provide for the funding and anticipated withdrawals on a continuing basis.
- To conserve and enhance the capital value of the Trust in real terms through asset appreciation and income generation, while maintaining a moderate investment risk profile.
- To minimize principal fluctuations over the investment cycle (five to seven years).
- To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in the policy.
- While there can be no assurance that these objectives will be realized, the Authority believes that the likelihood of their realization is reasonably high based upon this Policy.
- The Fund's investment philosophy also includes the consideration of environmental, social, and governance (ESG) factors in the investment process because they can influence both risk and return. The Fund believes that ESG is a sound investment policy that will not only generate investment return but also be impactful across various sectors.

Investment Guidelines

Time Horizon

The Trust's objectives are based on a 30-year investment horizon so that interim fluctuations should be viewed with appropriate perspective. The Authority has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

Diversification

In general, the Trust will hold between 6 and 12 months of protected liquidity needs for benefit payments and expenses in cash. The remaining assets will be invested.

Investments shall be diversified with the intent to minimize the risk of investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Authority believes that to achieve the greatest likelihood of meeting Trust objectives and the best balance between risk and return for optimal diversification, the Trust should allocate assets in accordance with the targets for each asset class as follows:

<u>Asset Class</u>	<u>Asset Weightings</u>	
	<u>Range</u>	<u>Target</u>
Domestic Equity	25% - 47%	27%
International Equity	14% - 25%	23%
Fixed Income	20% - 35%	21%
Private Market	0% - 15%	11%
REITS and Private Real Estate	0% - 16%	11%
Real Assets (Infrastructure/Land)	0% - 6%	4%
Cash Equivalent	0% - 10%	3%

Liquidity target is 8 months of benefits and expenses.

The investment managers shall have discretion to temporarily invest a portion of the assets in cash reserves when they deem it appropriate. However, the managers will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation ranges established by this investment policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside the policy range. When these divergences occur, the investment consultant may recommend to the Authority to rebalance the asset mix to its appropriate targets and ranges. Similarly, if the cash requirement to handle liquidity needs falls to a level where near term distributions (over the following eight months or less) cannot be met and no contributions are anticipated, the investment consultant may recommend to the Authority to rebalance the trust to its appropriate targets and ranges. Rebalancing to target will take place within a 9-month period from date of being outside of target ranges.

When the investment consultant is notified of new contributions by the Trust custodian, the investment consultant will review the Trust allocation and recommend to the Authority to fill the liquidity allocation first and the remaining investment allocations last.

Risk Tolerances

The Authority recognizes that the objectives of the Trust cannot be achieved without incurring a certain amount of principal volatility. The Trust will be managed in a style that seeks to minimize principal fluctuations over the established time horizon and that is consistent with the Trust's stated objectives.

Performance Expectations

Over the long-term, a rolling five-year period, the investment objectives for this portfolio shall be to achieve an average total annual rate of return that is equal to or greater than the Plan's stated 7% actuarial assumption. The Authority acknowledges that actual returns may vary significantly from these targets on a year to year basis.

Selection of Investment Managers

The Authority, with the assistance of its independent investment consultant, shall select appropriate investment managers to manage the assets of the Trust. Managers must meet the following criteria:

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- Where other than common funds such as mutual funds, commingled trusts or partnership agreements are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.
- The investment manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.

Guidelines for Portfolio Holdings

Equities

1) Domestic Equity: Investment in common and preferred stocks shall be limited to securities of domestic (corporations incorporated in the United States) or foreign corporations listed on the New York Stock Exchange, American Stock Exchange, or National Association of Securities Dealers Automated Quotation system. Investments in American Depositary Receipts and publicly traded Real

Estate Investment Trusts are also permitted. Investments in non-dollar denominated equities are prohibited.

Not more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation. Ownership of the shares of one company shall not exceed two (2%) percent of those outstanding. Not more than 20% of stock valued at market may be held in any one industry category. Other than these constraints, there are no quantitative guidelines suggested as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the investment manager(s).

2) International Equity: The overall non-U.S. equity allocation should include a diverse global mix of at least 10 countries. The emerging markets exposure as defined by Morgan Stanley Capital International Inc. should be limited to 35% of the non-U.S. portion of the portfolio.

In order to maintain an effective money management structure that is style neutral, the large capitalization growth equity portion of the investment portfolio shall not exceed the large capitalization value equity portion of the portfolio by more than a two-to-one ratio. Conversely, value shall not exceed growth by the same ratio. This same relationship should be followed for the portfolio's small capitalization equity investment managers as well.

Fixed Income

1) Public Fixed Income (Core and Core Plus): Fixed income investments shall be high quality, marketable securities with a preponderance of the investments in (1) U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, and (2) investment grade municipal or corporate issues including convertibles.

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. This does not apply to issues of the U.S. Treasury or other Federal Agencies.

The overall rating of the fixed income assets shall be at least "A", according to one of the three rating agencies (Fitch, Moody's or Standard & Poor's). In cases where the yield spread adequately compensates for additional risk, securities where two of the three rating agencies (Fitch, Moody's or Standard & Poor's) have assigned ratings of Baa3 or BBB- ratings, can be purchased up to a maximum of 20% of total market value of fixed income securities. If the credit quality of any one issue should drop below investment grade (as defined by two of the three rating agencies – Fitch, Moody's and Standard & Poor's), the investment manager should notify the Authority and the investment consultant immediately detailing their plan of action regarding the security.

Active bond management is encouraged and may require transactions that will temporarily lower the return or change the maturity of the portfolio in anticipation of market changes. Holdings of individual securities should be liquid so as not to incur unnecessary transaction costs.

2) Fixed Income (High Yield): The U.S. high yield bond allocation consists of actively managed portfolios that allow external managers to use their skill to invest primarily in non-investment grade fixed income securities while managing credit risk. U.S. high yield bond portfolios may be structured as separate or commingled accounts or a combination of the two. The purpose is for the Trust to

maximize investment return commensurate with the risk taken while protecting capital. Additionally, the expansion of the fixed income opportunity set provides additional diversification benefits to the overall investment portfolio.

3) Fixed Income (Global Bonds): The global bond allocation consists of actively managed portfolios that are externally managed and substantially hedged to the U.S. dollar to mitigate currency risk. Global bond portfolios may be structured as separate or commingled accounts or a combination of the two. The purpose is for the Trust to maximize investment return commensurate with the risk taken while protecting capital. Additionally, the expansion of the fixed income opportunity set provides additional diversification benefits to the overall investment portfolio.

Private Equity and Private Debt

1) Private Equity: The Plan invests in private equity to enhance the investment portfolio return through long-term capital appreciation. Private equity investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from publicly traded equity securities. Private Equity investments typically include investments in leveraged buyout, venture capital, growth equity, distressed debt, and other special situation limited partnerships, generally referred to as “Private Equity Partnerships.”

The portfolio should be diversified by strategy and will also be monitored by other diversification measures including manager, industry, geography, and vintage year. The private equity investments can have a duration of up to 15 years to realize all investment earnings. To maintain an appropriate funded status on a net asset value-basis, the Trust will be required to make periodic commitments to additional eligible vehicles to maintain its asset allocation percentages and vintage-year diversification. The Plan’s staff will work with the Consultant(s) and the Investment Manager(s) to determine appropriate commitment timing and amounts.

2) Private Credit: The Trust may invest in private credit investments. Private credit investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from publicly traded debt securities. Private credit can have a duration of up to 15 years to realize all investment earnings.

Real Assets

1) Public Real Estate: Real Estate Investment Trust (“REITs”): REITs consists of publicly traded securities and/or non-publicly traded private real estate and shall be diversified across a broad array of property types and geographic locations. Investments of this type are designed to provide a stable level of income combined with potential for price appreciation, particularly in periods of unexpected inflation. For private real estate, the illiquid, long-term nature should be considered. For purposes of asset allocation targets and limitations, publicly traded REITs will be categorized as “Other” under the Growth Assets category. Depending on the investment characteristics of a private real estate fund, the fund will be categorized as “Other” under either the Income Assets category, for example, a core real estate fund, or under the Growth Assets category, for example, an opportunistic real estate fund where capital gains are expected to make up a significant portion of the total return.

2) Private Real Estate: The Plan may invest in real assets, including real estate and non fossil fuel infrastructure investments. Real asset investments are illiquid, and the Trust seeks to be compensated for such illiquidity by earning returns substantially greater than those available from publicly traded securities. The role of the Real Estate asset class is to capture excess returns through core and non-core real estate investments and provide a steady stream of cash flows through core investments.

3) Infrastructure: The Plan invests in non fossil fuel infrastructure to enhance the investment portfolio return through long-term capital appreciation. Infrastructure is long term in nature and illiquid. The portfolio should maintain adequate diversification by strategy, vintage year and geographical diversification.

Inflation Hedge Investments

An inflation hedge investment protects the decreased purchasing power of a currency that results from the loss of its value due to rising prices (inflation). Such investing typically includes assets that are expected to maintain or increase in value over a specified period of time. Alternatively, the hedge could take a higher position in assets, which may decrease in value less rapidly than the value of the currency. The Trust may invest in such inflation hedge strategies as TIPS, Real Assets, Commodities or other strategies that protect against the decreasing purchase power of its currency as deemed appropriate by the Committee and Investment Consultant.

Short Term - Cash Equivalents

Includes, but are not limited to, interest-bearing or discount instruments such as money market funds, U.S. Treasury Bills, U.S. Government Agency Discount Notes, corporate-issued commercial paper, bank-issued Certificates of Deposit, bankers' acceptances, and fully collateralized repurchase agreements. For the purposes of the Trust, short-term investments consist primarily of instruments maturing in twelve (12) months or less at time of purchase.

Vehicle Structures

1) Pooled Vehicles: The diversification restrictions for individual stocks and fixed income securities purchased and held in the total portfolio shall not apply to similar investment instruments held in a commingled fund or a SEC registered mutual fund specifically approved by the Authority. Every effort shall be made, to the extent practical, prudent and appropriate, to select commingled funds and/or mutual funds that have investment objectives and policies that are consistent with this Policy. However, given the nature of commingled funds and mutual funds, it is recognized that there may be deviations between this Policy and the objectives of these pooled vehicles. Any commingled fund(s) and/or mutual fund(s) approved by the Authority shall first be reviewed and recommended by the Authority's independent investment consultant and shall be eligible for inclusion in the total portfolio as long as it is in compliance with the Investment Company Act of 1940's diversification requirement.

2) Open End and Closed End Funds: Open end funds are infinite life vehicles that provide liquidity by allowing the investor to contribute or redeem capital, typically on a quarterly basis. Closed end funds are finite life vehicles in which the timing of capital contributions and distributions is at the discretion of the manager, subject to the terms of the operating documents.

3) Limited Partnership Interest: In a limited partnership, the general partner is responsible for managing and investing the partnership's assets. Initially, the partnership's assets consist of cash contributed by the investors, both as limited partners and from the general partner. Legally, unless the partnership is a fund of funds, the relationship between the general partner and limited partners is not primarily one of client/manager, but rather that of partners in an investment venture, although certain fiduciary duties are owed by the general partner to the limited partners. As used herein, however, the term investment manager shall be construed broadly to include the general partner in a limited partnership.

Prohibited Securities

The following securities and transactions are not authorized and shall not be purchased: letter stock and other unregistered securities, commodities or commodity contracts, short sales, margin transactions, and investments in fossil fuel infrastructure. Derivatives, options or futures for the purpose of portfolio leveraging are also prohibited. The purchase of collectibles is also prohibited.

Safekeeping

All securities shall be held by a custodian appointed by the Authority for safekeeping. The custodian shall produce statements at least quarterly listing the name and value of all assets held, and the dates and nature of all transactions. Assets of the Trust held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts.

Control Procedures

Independent Investment Consultant

The Authority will appoint a consultant to assist them in the investment process and maintaining their compliance to this Policy. The investment consultant must be independent and registered in good standing with the Securities and Exchange Commission.

Review of Investment Objectives

The OPEB Investment Committee, working with the independent investment consultant, shall review annually the appropriateness of the Policy for achieving the Trust's stated objectives. It is not expected that the Policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment to the investment policy.

Review of Investment Performance

Manager performance and value add to the portfolio's overarching long-term strategy will be subject for annual review by the consultant and Investment Committee, and will guide the Authority's determination on contracts needing to be considered for renewal. The independent investment consultant shall report on a quarterly basis to the Authority to review the total Trust investment

performance. In addition, the independent investment consultant will be responsible for keeping the Authority advised of any material change in all investment managers' personnel, investment strategy, and other pertinent information potentially affecting performance of all investments.

The independent investment consultant shall compare the investment results on a quarterly basis to appropriate benchmarks, as well as market index returns. Private market investments will be evaluated based on fiduciary standards with reference to ILPA or equivalent standards as appropriate and shall be considered in the context of the relevant risk/reward factors of this asset class. Because of private markets' illiquid nature, the overall private market program (private equity, private debt, private real estate and real assets) will be expected to achieve a premium return above commensurate marketable securities portfolio. Specifically, aggregate private market sub-strategies will be expected to achieve an average internal rate of return that meets or exceeds the benchmark over rolling five-to-ten year periods (a full economic market cycle).

Voting of Proxies

Voting of proxy ballots shall be for the exclusive benefit of the Trust. Unless the Authority or its delegate advisor provides information on how to vote a proxy, the investment managers shall vote the proxies in accordance with this policy on all shareholder issues. Where the Authority has retained an investment manager(s), the Authority will delegate to the investment manager(s) the authority to vote the proxies. The Authority delegates this authority subject to the understanding that the investment manager(s) in voting the proxies will consider only those factors that may affect the value of the Trust's investment and not subordinate the interests of the participants and beneficiaries to unrelated objectives. The Authority will, in addition to monitoring the investment manager(s) with respect to the management of Trust assets, monitor the decisions made and actions taken with regard to proxy voting decisions. The Authority will require the investment manager(s) to maintain accurate records as to proxy voting and report annually to the Authority a summary of all proxy voting decisions made by the investment manager(s) on behalf of the Trust. Investment manager(s) are prohibited from abstaining in voting proxies. Investment manager(s) are expected to be aware of corporate provisions that may adversely affect stockholdings, including but not limited to "golden parachutes," "super majorities," "poison pills," "fair price" provisions, staggered boards of directors, and other tactics. Proxies should be vigorously voted with the interest of preserving or enhancing the security's value.

The investment manager(s) of a commingled trust or mutual fund that holds the assets of the Trust along with assets of other funds with conflicting proxy voting policies must reconcile the conflicting policies to the extent possible and, if necessary, to the extent legally permissible, vote the proxies to reflect the policies in proportion to each fund's interest in the pooled fund.

Execution of Security Trades

The Authority expects that the purchase and sale of all Trust securities shall be made in a manner designed to receive the combination of best price and execution. All transactions are to be governed by negotiation to achieve "best execution" (best price net of commissions). The lowest commission rate need not mean "best execution." Firms which offer research services may be given preference as long as the principle of "best realized price" and the investment manager(s)'s option to "pay up" for research are compatible.

Adoption of Investment Policy Statement

This Policy is not immutable, but any changes or exceptions to it will be in writing and delivered to each investment manager.

Amended as of [March 31, 2020] by the Power Authority of the State of New York

NEW YORK POWER AUTHORITY

**Financial Report
December 31, 2019 and 2018**

NEW YORK POWER AUTHORITY
Financial Report
December 31, 2019 and 2018

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KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Independent Auditors' Report

Board of Trustees
New York Power Authority:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of the business-type activities and fiduciary funds of the Power Authority of the State of New York (the Authority) and its blended component unit, as of and for the years ended December 31, 2019 and 2018, and the related notes to the consolidated financial statements, which collectively comprise the Authority's consolidated financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and fiduciary funds of the Authority and its blended component unit as of December 31, 2019 and 2018, and the respective changes in financial position and, where applicable, their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.



Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the Management's Discussion and Analysis on pages 4 through 16 and Required Supplementary Information on pages 74 through 78 be presented to supplement the consolidated financial statements. Such information, although not a part of the consolidated financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the consolidated financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the consolidated financial statements, and other knowledge we obtained during our audit of the consolidated financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2020 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

KPMG LLP

New York, New York
March 30, 2020

Management Report

Management is responsible for the preparation, integrity and objectivity of the consolidated financial statements of the Authority, as well as all other information contained in the Annual Report. The consolidated financial statements have been prepared in conformity with U.S. generally accepted accounting principles (U.S.GAAP) and, in some cases, reflect amounts based on the best estimates and judgments of management, giving due consideration to materiality. Financial information contained in the Annual Report is consistent with the financial statements.

The Authority maintains a system of internal controls to provide reasonable assurance that transactions are executed in accordance with management's authorization, that financial statements are prepared in accordance with U.S. generally accepted accounting principles and that the assets of the Authority are properly safeguarded. The system of internal controls is documented, evaluated and tested on a continuing basis. No internal control system can provide absolute assurance that errors and irregularities will not occur due to the inherent limitations of the effectiveness of internal controls; however, management strives to maintain a balance, recognizing that the cost of such system should not exceed the benefits derived.

The Authority maintains an internal auditing program to independently assess the effectiveness of internal controls and to report findings and recommend possible improvements to management. This program includes a comprehensive assessment of internal controls to ensure that the system is functioning as intended. Additionally, as part of its audit of the Authority's consolidated financial statements, KPMG LLP, the Authority's independent auditors, considers internal controls over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal controls over financial reporting. Management has considered the recommendations of its internal auditors, the Office of the State Comptroller (OSC), and the independent auditors concerning the system of internal controls and has taken actions that it believed to be cost-effective in the circumstances to respond appropriately to these recommendations. Based on its structure and related processes, management believes that, as of December 31, 2019, the Authority's system of internal controls provides reasonable assurance related to material items, as to the integrity and reliability of the financial statements, the protection of assets from unauthorized use or disposition and the prevention and detection of fraudulent financial reporting.

The members of the Authority's Board of Trustees (the Authority's Trustees), appointed by the Governor, by and with the advice and consent of the Senate, are not employees of the Authority. The Authority's Trustees' Audit Committee meets with the Authority's management, its Sr. Vice President of Internal Audit and its independent auditors periodically, throughout the year, to discuss internal controls and accounting matters, the Authority's financial statements, the scope and results of the audit by the independent auditors and the periodic audits by the OSC, and the audit programs of the Authority's internal auditing department. The independent auditors, the Sr. Vice President of Internal Audit and the Vice President & Chief Ethics and Compliance Officer have direct access to the Audit Committee



Adam Barsky
Executive Vice President and Chief Financial Officer

March 27, 2020

NEW YORK POWER AUTHORITY

Management's Discussion and Analysis

December 31, 2019 and 2018

(Unaudited)

Overview of the Consolidated Financial Statements

The New York Power Authority (the "Power Authority") is considered a special-purpose government entity engaged in business-type activities and follows financial reporting for enterprise funds. Effective January 1, 2017, the New York State Canal Corporation (the "Canal Corporation") became a subsidiary of the Power Authority, and the Power Authority assumed certain powers and duties relating to the Canal System (as defined below) to be exercised through the Canal Corporation. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the "Canal System"). The Power Authority and its subsidiary (collectively "the Authority") follow financial reporting for enterprise funds. The consolidated financial statements of the Authority are prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). Under the criteria set forth in GASB Statement No. 14, *The Financial Reporting Entity*, as amended by Governmental Accounting Standard (GAS) No. 39, *Determining Whether Certain Organizations Are Component Units* and GAS No. 61, *The Financial Reporting Entity: Omnibus--an amendment of GASB Statements No. 14 and No. 34*, the Authority considers its relationship to the State to be that of a related organization. The Power Authority and its subsidiary the Canal Corporation are referred to collectively as the "Authority" in the consolidated financial statements, except where noted.

This consolidated report consists of three parts: management's discussion and analysis, the basic consolidated financial statements, and the notes to the consolidated financial statements.

The consolidated financial statements provide summary information about the Authority's overall financial condition. The notes provide explanation and more details about the contents of the consolidated financial statements.

Forward Looking Statements

The statements in this management's discussion and analysis (MD&A) that are not purely historical facts are forward-looking statements based on current expectations of future events. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes to or development in various important factors. Accordingly, actual results may vary from those we presently expect and such variations may be material. We therefore caution against placing undue reliance on the forward-looking statements contained in this MD&A. All forward-looking statements included in this MD&A are made only as of the date of this MD&A and we assume no obligation to update any such forward-looking statements as a result of new information, future events or other factors.

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Summary of Consolidated Revenues, Expenses and Changes in Net Position

The following is a summary of the Authority's consolidated financial information for 2019, 2018, and 2017:

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2019 vs. 2018 favorable (unfavorable)</u>	<u>2018 vs. 2017 favorable (unfavorable)</u>
	(\$ In millions)			(In Percentages)	
Operating revenues	\$ 2,370	\$ 2,689	\$ 2,573	(12)%	5%
Operating expenses:					
Purchased power	529	710	557	25	(27)
Fuel oil & gas	140	189	165	26	(15)
Wheeling	647	654	618	1	(6)
Operations and maintenance	692	679	680	(2)	—
Depreciation	250	235	242	(6)	3
Impairment loss	—	—	73	—	100
	<u>2,258</u>	<u>2,467</u>	<u>2,335</u>	8	(6)
Total operating expenses					
Operating income	<u>112</u>	<u>222</u>	<u>238</u>	(50)	(7)
Nonoperating revenues	46	23	29	100	(21)
Nonoperating expenses	<u>135</u>	<u>143</u>	<u>148</u>	6	3
Net income	23	102	119	(77)	(14)
Contributed capital	<u>3</u>	<u>—</u>	<u>—</u>		
Change in net position	26	102	119		
Net position – beginning, as restated	<u>4,734</u>	<u>4,632</u>	<u>4,620</u>		
Net position – ending	<u>\$ 4,760</u>	<u>\$ 4,734</u>	<u>\$ 4,739</u>		

The following summarizes the Authority's consolidated financial performance for the years 2019 and 2018:

The Authority had net income of \$23 million for the year ended December 31, 2019 compared to \$102 million in 2018, a decrease of \$79 million (77%). The decrease in net income was primarily due to lower operating income of \$110 million (50%), partially offset by lower non-operating expenses of \$8 million (6%) and higher non-operating revenues of \$23 million. Operating income decreased by \$110 million compared to 2018 primarily due to lower margins on sales of \$82 million resulting from lower energy prices. Operating expenses were lower in 2019, primarily due to lower purchased power costs. The operations and maintenance expenses were \$13 million (2%) higher compared to 2018 primarily due to higher postemployment benefits other than pensions (OPEB) and pension expenses.

The change in net position was attributable to the positive 2019 net income of \$23 million and \$3 million of contributed capital related to certain wind farm transmission assets (see note 5 "Capital Assets" of notes to the consolidated financial statements).

The Authority had net income of \$102 million for the year ended December 31, 2018 compared to \$119 million in 2017, a decrease of \$17 million. The decrease in net income was primarily due to lower operating income of \$16 million, lower non-operating revenues of \$6 million, partially offset by lower non-operating expenses of \$5 million. Operating expenses were higher in 2018, primarily due to higher purchased power costs. Operating

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income decreased by \$16 million compared to last year primarily due to lower margin on sales of \$97 million, partially offset by the absence of an impairment loss. The operations and maintenance expenses were flat compared to 2017.

The change in net position was attributable to the positive 2018 net income of \$102 million and a (\$107) million adjustment to the beginning net position as a result of the Authority's adoption of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. See Note 2 "Summary of Significant Accounting Policies – New Accounting Pronouncements" and Note 11 "Postemployment Benefits Other Than Pensions, Deferred Compensation and Savings" of the notes to the consolidated financial statements.

Operating Revenues

Operating revenues of \$2,370 million in 2019 were \$319 million, or 12%, lower than the \$2,689 million in 2018, primarily due to lower market-based energy sales resulting from lower market prices and the pass through of lower power costs to customers, partially offset by higher hydro production.

Purchased Power and Fuel

Purchased power costs decreased by \$181 million or 25% in 2019 to \$529 million from \$710 million in 2018, primarily due to both lower prices and volume. Fuel costs were \$49 million (26%) lower during 2019, primarily due to lower fuel prices (\$43 million) and lower generation volume (\$6 million).

Operations and Maintenance (O&M)

O&M expenses increased by \$13 million or 2% in 2019 compared to 2018 primarily due to higher OPEB and pension expenses.

Nonoperating Revenues

For 2019, nonoperating revenues increased by \$23 million, to \$46 million from \$23 million in 2018, primarily due to higher market value on the Authority's investment portfolio.

Nonoperating Expenses

For 2019, nonoperating expenses decreased by \$8 million, or 6%, primarily attributable to capitalization of interest related to higher construction work in progress and lower interest on debt.

Cash Flows

Net cash flows provided by operating activities decreased by \$4 million in 2019 compared to 2018, due to the timing of payments and receipts.

Net Generation

Net generation was 30.1 million megawatt-hours (MWh) in 2019 and 2018. Net generation from the Niagara and St. Lawrence hydroelectric plants in 2019 (24.3 million MWh) was 1% higher than 2018 (24.1 million MWh) due to continued higher water levels on Lakes Erie and Ontario resulting in higher water flow to the Niagara and St. Lawrence hydroelectric plants. For 2019, net hydro generation was approximately 120% of long-term average and above 2018, which was 119%. Combined net generation of the fossil fuel plants for 2019 was 5.8 million MWh, or 3% lower than 2018 (6.0 million MWh).

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Summary of Consolidated Statements of Net Position

The following is a summary of the Authority's consolidated statements of net position for 2019, 2018, and 2017:

	2019	2018	2017	2019 vs. 2018	2018 vs. 2017
	(\$ In millions)			(In Percentage)	
Current assets	\$ 1,303	\$ 1,434	\$ 1,580	(9) %	(9) %
Capital assets	5,800	5,519	5,442	5	1
Other noncurrent assets	1,670	1,798	1,638	(7)	10
Deferred outflows of resources	168	137	66	23	108
Total assets and deferred outflows	<u>\$ 8,941</u>	<u>\$ 8,888</u>	<u>\$ 8,726</u>	1	2
Current liabilities	\$ 1,293	\$ 1,051	\$ 984	23	7
Noncurrent liabilities	2,456	2,631	2,655	(7)	(1)
Total liabilities	<u>3,749</u>	<u>3,682</u>	<u>3,639</u>	2	1
Deferred inflows of resources	432	472	348	(8)	36
Net position	<u>4,760</u>	<u>4,734</u>	<u>4,739</u>	1	—
Total liabilities, deferred inflows and net position	<u>\$ 8,941</u>	<u>\$ 8,888</u>	<u>\$ 8,726</u>	1	2

The following summarizes the Authority's consolidated statements of net position variances for the years 2019 and 2018:

In 2019, current assets decreased by \$131 million (9%) to \$1,303 million due to use of investments to fund capital projects. Capital assets increased by \$281 million (5%) to \$5,800 million, compared to last year, as a result of continuing investments in generating assets at existing facilities and transmission upgrades necessary to maintain reliability. Other noncurrent assets, decreased by \$128 million (7%), primarily due to decreased energy efficiency program work in progress and OPEB assets. Deferred outflows increased by \$31 million (23%) primarily due to changes in deferral of OPEB resources, partially offset by changes in deferral of pension resources. Current liabilities increased by \$242 million (23%) to \$1,293 million compared to last year. This increase is attributable primarily to the increase in short-term debt due to issuance of commercial paper to refund \$156 million of the Authority's Series 2007 A and Series 2007 C Revenue Bonds and the timing of accounts payable payments. Noncurrent liabilities were lower by \$175 million (7%), primarily due to the decrease in long-term debt resulting from refunding of \$156 million of Series 2007 A and Series 2007 C Revenue Bonds and scheduled maturities. Deferred inflows decreased by \$40 million (8%) compared to last year, primarily due to the changes in the deferral of pension resources. The changes in net position for 2019 and 2018 are discussed in the summary of revenues, expenses and changes in net position in this Management's Discussion and Analysis.

In 2018, current assets decreased by \$146 million (9%) to \$1,434 million due to use of investments to fund capital projects. Capital assets increased by \$77 million (1%) to \$5,519 million, compared to last year, as a result of continuing investments in generating assets at existing facilities and transmission upgrades necessary to maintain reliability. Other noncurrent assets, increased by \$160 million (10%), primarily due to an increase in energy efficiency program work in progress costs. Deferred outflows increased by \$71 million primarily due to the deferral of OPEB resources, as a result of the Authority adopting GASB Statement No.75, in 2018, and due to changes in deferral of pension resources. Current liabilities increased by \$67 million (7%) to \$1,051 million

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compared to last year. This increase is attributable to the increase in long-term debt due within one year resulting from scheduled maturities. Noncurrent liabilities, were lower by \$24 million (1%), primarily due to the decrease in long-term debt resulting from the scheduled maturities, and payments on capital lease obligations, partially offset by the increase in the pension and OPEB liability. Deferred inflows increased by \$124 million (36%) compared to last year, due to the changes in the deferral of OPEB resources, as a result of the Authority adopting GASB Statement No. 75, in 2018, and due to the changes in the deferral of pension resources. The changes in net position for 2018 and 2017 are discussed in the summary of revenues, expenses and changes in net position in this Management's Discussion and Analysis.

Capital Asset and Long-Term Debt Activity

The Authority currently estimates that it will expend approximately \$4.5 billion (\$2.9 billion for various capital improvements and \$1.6 billion for energy services projects) over the five-year period 2020-2024. The Authority anticipates that these expenditures will be funded using existing construction funds, internally generated funds and additional borrowings. Such additional borrowings are expected to be accomplished through the issuance of commercial paper notes and/or the issuance of long-term fixed rate debt.

On January 29, 2020 the Authority's Trustees authorized an investment of \$300 million over five years for the Reimagine the Canals Initiative ("Initiative") and approved \$30 million to fund the Initiative in 2020. The Initiative encompasses three prongs: (1) \$100 million of funding for projects in communities along the Canal system, (2) \$65 million of funding for projects that will help prevent ice jams and related flooding, and (3) \$135 million of funding for projects recommended by the Reimagine the Erie Canal Task Force and approved by the Authority for projects related to mitigation of drought impacts on agriculture, expansion of fishing opportunities, flood mitigation, invasive species prevention, and ecosystem restoration.

The Authority's capital plan includes the provision of approximately \$1.6 billion, the amount of which will be reimbursed subsequently back to the Authority, in financing for Energy Services projects to be undertaken by the Authority's governmental customers and other public entities in the State. It should also be noted that due to projects currently under review as well as energy initiatives announced in the Governor's State of the State address, there is a potential for significant increases in the capital expenditures indicated in the table below. Such additional capital expenditures would be subject to evaluation and Trustee approval.

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Projected capital requirements during this period include (in millions):

MA1 & MA2 Transmission Line Upgrade	\$	429
Reimagine Canals		300
Marcy-Scott Yard Transmission Upgrade		275
Strategic EV Charging Stations Installs		205
RM Mechanical & Electrical LEM		124
Transmission LEM (NIA, STL, CEC)		117
Communications Backbone		92
Lewiston Pump Generating Plant LEM		74
Repl. Of Superstructure Bridges- RMNPP		56
IT Initiatives		56
RM Controls LEM		50
Y-49 LEM		49
Transmission LEM: STL Remote Substations		37
Cyber Resiliency		33
NPP Fire Detection System		31
SCPP Energy Storage		27
RM Penstock LEM		24
Breaker & Relay Replacement (STL)		23
WPO-Life Extension Modification-LEM		19
Garage - Centroplex Upgrade (WPO)		18
Sensor Deployment (Transmission)		18
North Country Zone D Energy Storage		14
Transmission Power Flow Control		13
Transmission -Q 35 L/M LEM		12
SENY Physical Security Re-Evaluate		11
Hatch Cover Deck Surface Upgrade		10
Rotor Modification Stress Redistribution		9
Customer Digital Experience Software (WPO)		9
Digital Substation -Saranac		9
Canal Corporation		270
All Other (Projects Below \$9.0 Million)		462
	\$	<u>2,876</u>

The Authority is moving forward with its plans to update a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The project covers 78 miles of 230 kV transmission line from Massena to the town of Croghan in Lewis County. In July 2017, the Authority received authorization under the New York Independent System Operator (NYISO) tariff to include the costs of this project in its NYPA Transmission Adjustment Charge mechanism for cost recovery of the Authority's transmission system costs, which means that the costs will be allocated to all ratepayers in the State. The project includes the update of obsolete wood pole structures with higher, steel pole structures, as well as update of failing conductor with new conductor and insulation. The line will operate at its current 230 kV level, but the conductor and insulation design will accommodate future 345 kV operation. The Authority anticipates that the Moses Adirondack line will support the transmission of growing levels of renewable generation located in upstate New York and Canada, such as wind and hydroelectricity, and assist in meeting the State's renewable energy goals. The rebuilt line is also expected to enhance grid reliability by supporting the NYISO's black start plan. On September 21, 2018, the Public Service Commission (PSC) determined that the Authority's April 2018 Article VII application was complete. The PSC granted the Certificate of Compatibility and Public Need for the project on November 14, 2019, approving the Joint Proposal. On February 6, 2020, the PSC issued an order approving Part One of the Environmental Management and Construction Plan. Additionally, the Authority has received its Nationwide Permit from the U.S. Army Corps of Engineers and the New York State Department of Public Service has issued

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a Notice to Proceed. It is anticipated that construction will begin in 2020. The Authority estimates a project cost of \$484 million through project completion in 2023.

In 2012, the Authority's Trustees approved a \$726 million Transmission Life Extension and Modernization Program (Transmission LEM Program) on the Authority's Transmission system through 2025. As of December 31, 2019, the Authority has spent approximately \$350 million. The Transmission LEM Program encompasses transmission assets in the Central, Northern and Western regions of New York and will include work to be done such as upgrades, refurbishments and replacements associated with switchyards and substations, transmission line structures or towers and associated hardware and replacement of the submarine cable on the PV-20 line. Reinvestment in this strategic component of the Authority's overall mission supports the repair, upgrade and/or expansion of the transmission infrastructure. The Authority intends to finance the Transmission LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The work on the Transmission LEM Program is underway and is expected to continue through 2025.

The Authority's Trustees approved a \$460 million Life Extension and Modernization Program at the Niagara project's Lewiston Pump-Generating Plant, (Lewiston LEM Program) of which \$460 million of expenditures have been authorized and \$328 million spent as of December 31, 2019. The work to be done includes a major overhaul of the plant's 12 pump turbine generator units. The Lewiston LEM Program will increase pump and turbine efficiency, operating efficiency, and the peaking capacity of the overall Niagara project. The Authority filed an application with the Federal Energy Regulatory Commission (FERC) for a non-capacity license amendment in connection with the program. The amendment was approved with a FERC order issued in 2012. The Authority intends to finance this LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The unit work began in late 2012 and is on-going, with the final unit expected to be completed in 2022.

By order issued March 15, 2007, FERC issued the Authority a new 50-year license for the Niagara Project effective September 1, 2007. In doing so, FERC approved six relicensing settlement agreements entered into by the Authority with various public and private entities. In 2007, the Authority estimated that the capital cost associated with the relicensing of the Niagara project would be approximately \$495 million. This estimate does not include the value of the power allocations and operation and maintenance expenses associated with several habitat and recreational elements of the settlement agreements. As of December 31, 2019, the balance in the recorded liability associated with the Niagara relicensing on the statement of net position is \$225 million (\$18 million in current and \$207 million in other noncurrent liabilities).

In 2003, FERC approved a Comprehensive Relicensing Settlement Agreement ("Relicensing Agreement") reached by the Authority and numerous parties and issued the Authority a new 50-year license for the St. Lawrence-FDR Project ("St. Lawrence-FDR License"). The Relicensing Agreement between the Authority and the Local Government Task Force ("LGTF") provided for a review of the Relicensing Agreement every ten years to address issues not contemplated at the time of relicensing in 2003. Following the review that began in 2013, the Authority and the LGTF entered into an agreement effective May 4, 2015 (the "LGTF Ten-Year Review Agreement") in which the Authority agreed to certain actions, including to: (1) fund an economic development strategic marketing study; (2) temporarily reduce electricity costs for certain farms and businesses; (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities. On March 26, 2015, the Authority's Trustees authorized expenditures of up to \$45.1 million for the purpose of implementing the commitments in the LGTF 10-Year Review Agreement and has spent approximately \$27 million as of December 31, 2019.

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More detailed information about the Authority's capital assets is presented in note 2 "Summary of Significant Accounting Policies" and note 5 "Capital Assets" of the notes to the consolidated financial statements.

Capital Structure

	<u>2019</u>	<u>2018</u>	<u>2017</u>
		(In millions)	
Long-term debt, net of current maturities:			
Senior:			
Revenue bonds	\$ 465	\$ 653	\$ 720
Subordinated:			
Subordinated Notes, Series 2017 and 2012 (1)	42	43	44
Commercial paper	<u>5</u>	<u>5</u>	<u>5</u>
Total long-term debt, net of current maturities	512	701	769
Net position	<u>4,760</u>	<u>4,734</u>	<u>4,739</u>
Total capitalization	<u>\$ 5,272</u>	<u>\$ 5,435</u>	<u>\$ 5,508</u>

(1) The Subordinated Notes, Series 2017 and 2012, which were issued in 2017 and 2012, respectively, are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 B Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

During 2019, long-term debt, net of current maturities, decreased by \$189 million, primarily due to a debt refinance of the 2007 A and 2007 C Revenue Bonds and scheduled maturities.

In November 2016, the Authority's Trustees authorized the issuance of Subordinated Notes, Series 2017 (Subordinated Notes Series 2017) in a principal amount not to exceed \$30 million to accelerate additional funding for the State Parks Greenway Fund, which was established pursuant to the Niagara Relicensing Settlement entered into by the Authority and the New York State Office of Parks, Recreation & Historic Preservation in connection with the Niagara Project's relicensing. The Authority issued the subordinate notes on February 24, 2017 in the amount of \$25.2 million.

Total debt to equity ratio as of December 31, 2019, was at .26-to-1 when compared to .27-to-1 as of December 31, 2018.

Debt Ratings

	<u>Moody's</u>	<u>Standard & Poor's</u>	<u>Fitch</u>
NYPA's underlying credit ratings:			
Senior debt:			
Long-term debt (a)	Aa1	AA	AA
Subordinate debt:			
Subordinate Notes, Series 2017	N/A	AA-	N/A
Subordinate Notes, Series 2012	N/A	N/A	AA
Commercial paper	P-1	A-1+	F1+

(a) Long term debt includes certain bonds – Series 2007 B Revenue Bonds and Series 2003 A Revenue Bonds – the principal and interest when due is guaranteed under insurance policies issued by MBIA Insurance Corporation and Assured Guaranty Municipal Corporation, respectively. The credit ratings of MBIA

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Insurance Corporation and Assured Guaranty Municipal Corporation are currently at or below the Authority's underlying credit ratings.

In November 2019, Standard & Poor's Ratings Service assigned a AA- rating to the Authority's Subordinated Notes, Series 2017, which they reaffirmed in November 2019. In November 2019, Standard & Poor's Ratings Service also affirmed the Authority's senior and subordinate debt ratings, which they affirmed in November 2019. In November 2019, Moody's Investors Service affirmed the Authority's commercial paper rating (they did not reconfirm their rating for the Authority's senior debt or review the Authority's Subordinated Notes, Series 2017 or Series 2012). In November 2019, Fitch Ratings affirmed the Authority's commercial paper rating, which they affirmed in January 2019 (they did not reaffirm their rating for the Authority's senior debt or Subordinated Notes, Series 2012 or review the Authority's Subordinated Notes, Series 2017).

The Authority has a line of credit under a 2019 revolving credit agreement (the 2019 RCA), with a syndicate of banks, to provide liquidity support for the Series 1-3 CP Notes, under which the Authority may borrow up to \$700 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1-3 CP Notes. The 2019 RCA expires January 22, 2022. There are no outstanding borrowings under the 2019 RCA.

Economic Conditions

Competitive Environment

The Authority's mission is to power the economic growth and competitiveness of New York State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goals are to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

To maintain its position as a low cost provider of power in a changing environment, the Authority has undertaken and continues to carry out a multifaceted program, including: (a) the upgrade and relicensing of the Niagara, St. Lawrence-FDR, and Blenheim-Gilboa ("BG") projects; (b) long-term supplemental electricity supply agreements with NYPA's governmental customers located in Southeastern New York (NYC Governmental Customers); (c) construction and operation of the 500 MW combined cycle electric generating plant located at the Authority's Poletti plant site; (d) a long-term electricity supply contract with Astoria Energy II LLC for the purchase of the output of a 550-MW power plant in Astoria, Queens, ("AEII"), in which the Authority's net costs associated with the AEII power purchase agreement are recovered under a separate contract with the NYC Governmental Customers who are served by the output; (e) a firm transmission capacity purchase agreement with Hudson Transmission Partners, LLC ("HTP") for a portion of the output of the 660 MW, seven mile, underground and underwater transmission line connecting into the transmission system operated by PJM Interconnection LLC; (f) construction and maintenance of new transmission lines to relieve congestion and increase transfer capability from central to eastern New York addressing NYISO's AC Transmission Public Policy Need ("AC Proceeding"); (g) refinancing outstanding callable bonds to lower the overall cost of debt; and (h) implementation of an enterprise-wide energy risk management program. As a component of Authority's strategic plan, efforts to modernize the Authority's generation and transmission, infrastructure are being developed and implemented to increase flexibility and resiliency, and to serve customers' needs in an increasingly dynamic energy marketplace.

To achieve its goal of promoting clean energy and efficiency, the Authority implements energy efficiency services for the benefit of its power supply customers and for various other public entities throughout the States. The Authority finances the installation of energy saving greenhouse measures and equipment which are owned by the customers and public entities to focus on the reduction of the demand for electricity and the efficient use of energy.

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The Authority operates in a competitive and sometimes volatile energy market environment. Through its participation in the NYISO and other commodity markets, the Authority is subject to electric energy prices, fuel prices and electric capacity price risks that impact the revenue and purchased power streams of its facilities and customer market areas. Such volatility can potentially have adverse effects on the Authority's financial condition. To mitigate downside effects, many of the Authority's customer contracts provide for the complete or partial pass-through of these costs.

To moderate cost impacts to the Authority and its customers, the Authority, at times, hedges market risks through the use of financial instruments and physical contracts. Hedges are transacted by the Authority to mitigate volatility in the cost of energy or related products needed to meet customer needs; to mitigate risk related to the price of energy and related products sold by the Authority; to mitigate risk related to margins (electric sales versus fuel use) where the Authority owns generation or other capacity; and to mitigate geographic cost differentials of energy procured or sold for transmission or transportation to an ultimate location. Commodities to be hedged include, but are not limited to, natural gas, natural gas basis, electric energy, capacity, congestion costs and aluminum associated with the supply of electricity. Any such actions are taken pursuant to policies approved by the Authority's Trustees and under the oversight of an Executive Risk Management Committee.

The Authority can give no assurance that, even with these measures, it will retain its competitive status in the marketplace in the future as a result of the restructuring of the State's electric utility industry and the emergence of new competitors or increased competition from existing participants.

Rate Actions

Power and energy from the St. Lawrence-FDR and Niagara hydroelectric facilities are sold to municipal electric systems, rural electric cooperatives, industrial and other business customers, certain public bodies, investor-owned utilities, out-of-state customers, and into the wholesale market. The charges for firm and/or firm peaking power and associated energy sold by the Authority, as applicable, to the fifty-one municipal electric systems and rural electric cooperatives in New York State, two public transportation agencies, three investor-owned utilities for the benefit of rural and domestic customers, eight host communities and seven out-of-state public customers have been established on the basis of the hydroelectric project costs. In November 2011, the Authority's Trustees approved a 41-month rate plan providing for phased-in rate increases covering the period ending April 30, 2015. The current rates, established with the last increase in May 2014, in conjunction with the Rate Stabilization Reserve mechanism, continue to be sufficient to recover the estimated costs to run the facilities for 2020, and will therefore remain in effect at current levels until further notice.

Expansion and Replacement Power commercial and industrial customers supplied from the Niagara facility and Preservation Power industrial customers supplied from the St. Lawrence-FDR facility are allocated over 35% of the combined firm contracted demand of the plants. Their rates are subject to annual adjustment based on the average of three contractually agreed-upon economic indices reflecting changes in industrial energy prices. In addition, one of the customers served by the St. Lawrence-FDR facility has an energy rate partially tied to market prices of aluminum.

ReCharge New York ("RNY") is Governor Cuomo's statewide economic development electric power program, designed to retain and create jobs through the allocation of low-cost power. The RNY program allocates 455 MW of hydropower from the Authority's Niagara and St. Lawrence-FDR projects at Preservation Power rates, which are similar to the Expansion and Replacement power customer rates, with certain adjustments. An additional 455 MW of market power can also be procured for RNY customers upon request.

The Authority has supplied electric power to its governmental customers located within New York City and Westchester County since 1976. New long term agreements have been executed with the New York City governmental customers, incorporating recent shifts in the electricity business, New York State's clean energy

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goals, and continuing changes in the Authority's supply portfolio, all in an effort to continue to provide value for, and serve this customer group.

In an order issued January 27, 1999, FERC approved the use of a \$165.4 million transmission system revenue requirement in developing rates for use of NYPA's transmission facilities in the NYISO market. FERC also approved, among other things, the imposition of a NYPA Transmission Adjustment Charge ("NTAC") and the NYPA Transmission Service Charges ("TSC") which are the tariff elements established to achieve full recovery of the Authority's annual transmission revenue requirement ("ATRR"). In July 2012, the Authority filed for its first requested increase in the revenue requirement with FERC since the implementation of the NYISO. This filing resulted in FERC's October 4, 2013 order accepting an uncontested settlement agreement establishing a new \$175.5 million revenue requirement. In January 2016, the Authority filed to convert from a Stated Rate to a Formula Rate to ensure full recovery of its revenue requirement based upon operating and maintenance expenses as well as the capital spending necessary to maintain the reliability of its transmission system, such as the Life Extension and Modernization program. The Authority filed an unopposed Offer of Settlement on September 30, 2016 that fully resolved the issues raised by interested parties in settlement negotiations concerning the formula rate. The settlement was approved by FERC on January 19, 2017. Separately, the ATRR under the formula of \$190 million initially made effective April 1, 2016 was updated on July 1, 2016 to \$198.2 million pursuant to the formula rate annual update process. The ATRR effective July 1, 2019 is \$237.7 million including the revenue requirement for the Marcy South Series Compensation Project.

Commitments and contingencies

The Authority's commitments and contingencies are more fully detailed in note 13 "Commitments and Contingencies" of the notes to the consolidated financial statements.

Canal Corporation

The Canal Transfer Legislation enacted April 4, 2016, authorized, but does not require, the Authority, to the extent that the Authority's Trustees deem it feasible and advisable as required by the Resolution, to transfer moneys, property and personnel to the Canal Corporation.

The Canal Corporation operates at a loss and is expected to require substantial operating and maintenance support and capital investment. The Canal Corporation's expenses are expected to be funded by transfers of funds from the Authority. Any transfer of funds would be subject to approval by the Authority's Board of Trustees and compliance with the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented. Certain expenses eligible for reimbursement are expected to be reimbursed to the Authority by moneys held in the Canal Development Fund maintained by the State Comptroller and the Commissioner of Taxation and Finance. For the year ended December 31, 2019, the Canal Corporation recognized \$2 million in revenues, \$86 million in operations and maintenance expenses and \$25 million in depreciation expense. For the year ended December 31, 2018, the Canal Corporation recognized \$2 million in revenues, \$101 million in operations and maintenance expenses and \$23 million in depreciation expense.

By resolution adopted December 11, 2019, the Canal Corporation's Board of Directors adopted a budget for 2020 that consisted of expenditures of \$91 million for operations and maintenance expenses, \$69.9 million for capital expenses and \$2.6 million for Canal Development Fund expenses.

Given the age of the Canal System, the Authority expects that significant maintenance and capital investments will be required to assure the Canal System's continuing operation. The Authority's budget and financial plan for 2020-2023 includes the adopted Canal budget for 2020 and Canal-related operating expenditures of approximately \$94 million per year for 2021-2023. The Authority's 2020-2023 budget and financial plan includes the adopted Canal budget for 2020 and Canal System related capital expenditures of approximately \$53 million per year for

NEW YORK POWER AUTHORITY

Management's Discussion and Analysis

December 31, 2019 and 2018

(Unaudited)

2021-2023. The Authority will continue to evaluate the condition of the Canal System and expects to allocate additional funding if deemed necessary through its annual budgeting process

Reforming the Energy Vision

In April 2014, the New York Public Service Commission ("NYPSC") commenced a proceeding to reform the State's energy industry and regulatory practices. According to the NYPSC, this initiative, called Reforming the Energy Vision ("REV"), will lead to regulatory changes that promote more efficient use of energy; deeper penetration of renewable energy resources such as wind and solar; and wider deployment of smaller power sources located closer to the customer load, including micro grids capable of meeting the regular demands of a community of consumers, on-site power supplies, and energy storage. REV also aims to promote greater use of advanced energy management products to enhance demand elasticity and efficiencies. The NYPSC order instituting the proceeding designated two tracks for the REV with track one focused on developing distributed resource markets and track two focused on reforming utility ratemaking practices.

The NYPSC has identified six core policy objectives for REV relating to enhanced customer knowledge and tools to support effective management of total energy bills, market animation and leverage of customer contributions, system-wide efficiency, fuels and resource diversity, system reliability and resiliency, and reduction of carbon emissions. A NYPSC "Staff Report and Proposal" released in April 2014 set forth a vision for how to accomplish the NYPSC's objectives. This report and additional information on REV, including the Order Adopting Regulatory Policy Framework and Implementation Plan issued and effective February 26, 2015 (Track 1) and Order Adopting a Ratemaking and Utility Revenue Model Policy Framework issued and effective May 19, 2016 (Track 2), are available at <http://www.dps.ny.gov/>. No statement on that website is incorporated by reference herein. The NYPSC has several ongoing proceedings related to Track 1 and Track 2 of REV that the Authority is following. In 2019, the PSC issued a number of orders addressing REV-related issues including compensation for distributed energy resources, community-scale clean energy initiatives, and electric vehicle incentives.

While the NYPSC does not have jurisdiction over rates for power generated or transmitted by the Authority, the reforms and innovations contemplated in the REV initiative are expected by the NYPSC to be done in conjunction with certain independent but related actions of the Authority, and will impact electricity rates for energy efficiency project customers as well as the economics of clean energy projects developed by the Authority's customers. As a result, the Authority monitors the REV initiative closely and expects to evaluate any regulatory reforms that are ultimately implemented and their impact on project implementation and suitability for adoption by the Authority and its customers.

Transmission Congestion and System Operation Issues

Infrastructure limitations in the vicinity of the Authority's Niagara Project contribute to transmission congestion that limits the amount of Niagara Project output that can be accommodated on the transmission system. Transmission congestion prevents the full and efficient use of this asset, as well as other generation assets located in Western New York. To begin alleviating this congestion, on July 20, 2015, the NYPSC issued an order that granted requests from the Authority and National Grid to establish a Public Policy Requirement driving the need for transmission additions to, among other things, enable the Authority to fully operate the Niagara Project and support the import of capacity from Ontario during emergency conditions. This order initiated the NYISO's competitive solicitation process which resulted in the NYISO Board of Directors selection of the NextEra Energy Transmission New York, Inc. (NextEra) Empire State Line transmission project on October 17, 2017. NextEra currently has requests pending before the PSC for two regulatory approvals that are necessary before it may begin developing the line. The project is a partial solution to the identified congestion issues and is expected to be completed in June 2022.

NEW YORK POWER AUTHORITY

Management's Discussion and Analysis

December 31, 2019 and 2018

(Unaudited)

Certain New Legislation Affecting the Authority

Bills are periodically introduced or passed in the New York State Legislature which propose to limit or restrict the powers, rights and exemptions from regulation which the Authority currently possesses under the Power Authority Act and other laws, or could otherwise affect the Authority's financial condition or its ability to conduct its business, activities, or operations in the manner presently conducted or contemplated hereby. It is not possible to predict whether any such bills, or other bills of a similar type which may be introduced or passed in the future, will be enacted.

As more specifically described in the enactment, and subject to limitations described therein, the 2019-20 Enacted State Budget amended the Power Authority Act to authorize the Authority, subject to feasible and advisable determinations by the Authority's Trustees, to: (1) design, finance, develop, construct, install, lease, operate and maintain electric vehicle charging stations throughout the state for use by the public; (2) plan, finance, construct, acquire, operate, improve and maintain, either alone or jointly with one or more other entities, transmission facilities for the purpose of transmitting power and energy generated by renewable wind energy generation projects that are located in State territorial waters, and/or in waters under the jurisdiction or regulation of the U.S.; (3) supply certain market power and energy and renewable energy products to any Authority customer, public entity, or community choice aggregation ("CCA") community in the State (collectively, "Eligible Entities"); and (4) alone or jointly with one or more other entities, finance the development of renewable energy generating projects that are located in the State, including its territorial waters, and/or on property or in waters under the jurisdiction or regulatory authority of the United States, purchase power, energy or related credits or attributes produced from such renewable energy generating projects, and allocate and sell such products to Eligible Entities. The Authority may exercise any of this authority at its discretion, and the changes made by the amendments do not affect the Authority's previously-existing statutory authority.

On July 18, 2019, the State enacted the "New York State Climate Leadership and Community Protection Act" as Chapter 106 of the Laws of 2019 ("Chapter 106"). As presently drafted, the date upon which most provisions of Chapter 106 will become effective will depend on the date that related legislation becomes effective.

In its present form, several provisions of Chapter 106 could potentially impact the Authority's business and operations, such as the following: (1) provisions authorizing the New York State Department of Environmental Conservation to promulgate regulations establishing limits for State-wide greenhouse gas ("GHG") emissions and to ensure compliance with such limits; (2) a requirement that specified State entities, including the Authority, adopt regulations to contribute to achieving statewide GHG emissions; (3) a requirement that State entities, including the Authority, assess and implement strategies to reduce GHG emissions; (4) consideration of whether actions that the Authority would undertake in the course of its operations are consistent with State GHG emission limits that will be established pursuant the enactment; and (5) potential allocation or realignment of resources to support State clean energy and energy efficiency goals for disadvantaged communities.

Many of the provisions of Chapter 106 that could impact the Authority are not likely to be implemented for years based on deadlines established in the enactment. Therefore, the Authority is not in a position at this time to evaluate the impact of any particular provision of Chapter 106 on the Authority's business and operations.

Contacting the Authority

This financial report is designed to provide our customers and other interested parties with a general overview of the Authority's finances. If you have any questions about this report or need additional financial information, contact the New York Power Authority, 123 Main Street, White Plains, New York 10601-3107. Email: info@nypa.gov

NEW YORK POWER AUTHORITY
Consolidated Statements of Net Position
(In millions)

	December 31,	
	2019	2018
Assets and Deferred Outflows		
Current Assets:		
Cash and cash equivalents	\$ 66	\$ 7
Investment in securities	695	940
Receivables - customers	183	180
Materials and supplies, at average cost:		
Plant and general	86	82
Fuel	30	33
Miscellaneous receivables and other	243	192
Total current assets	<u>1,303</u>	<u>1,434</u>
Noncurrent Assets:		
Restricted funds:		
Cash and cash equivalents	52	31
Investment in securities	16	30
Total restricted assets	<u>68</u>	<u>61</u>
Capital funds:		
Cash and cash equivalents	16	2
Investment in securities	10	23
Total capital funds	<u>26</u>	<u>25</u>
Capital Assets:		
Capital assets not being depreciated	931	896
Capital assets, net of accumulated depreciation	4,869	4,623
Total capital assets	<u>5,800</u>	<u>5,519</u>
Other Noncurrent Assets:		
Receivable - New York State	86	129
Other long-term assets	1,490	1,583
Total other noncurrent assets	<u>1,576</u>	<u>1,712</u>
Total noncurrent assets	<u>7,470</u>	<u>7,317</u>
Total assets	8,773	8,751
Deferred outflows of resources:		
Accumulated decrease in fair value of derivative hedging	5	1
Pensions	58	89
Postemployment benefits other than pensions	105	47
Total assets and deferred outflows of resources	<u>\$ 8,941</u>	<u>\$ 8,888</u>

See accompanying notes to the consolidated financial statements.

(Continued)

NEW YORK POWER AUTHORITY
Consolidated Statements of Net Position
(In millions)

	December 31,	
	2019	2018
Liabilities, Deferred Inflows and Net Position		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 527	\$ 424
Short-term debt	692	526
Long-term debt due within one year	31	64
Capital lease obligation due within one year	43	37
Total current liabilities	1,293	1,051
Noncurrent liabilities:		
Long-term debt:		
Senior:		
Revenue bonds	465	653
Subordinated:		
Subordinated Notes	42	43
Commercial paper	5	5
Total long-term debt	512	701
Other noncurrent liabilities:		
Capital lease obligation	1,034	1,077
Disposal of spent nuclear fuel	228	223
Relicensing	256	244
Other long-term liabilities	426	386
Total other noncurrent liabilities	1,944	1,930
Total noncurrent liabilities	2,456	2,631
Total liabilities	3,749	3,682
Deferred inflows of resources:		
Cost of removal obligations	365	348
Accumulated increase in fair value of derivative hedging	1	7
Pensions	20	76
Postemployment benefits other than pensions	46	41
Net position:		
Net investment in capital assets	3,647	3,171
Restricted	45	42
Unrestricted	1,068	1,521
Total net position	4,760	4,734
Total liabilities, deferred inflows of resources and net position	\$ 8,941	\$ 8,888

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Consolidated Statements of Revenues, Expenses and Changes in Net Position

(In millions)

	Year Ended December 31,	
	2019	2018
Operating revenues:		
Power sales	\$ 1,481	\$ 1,812
Transmission charges	214	202
Wheeling charges	647	654
Other	28	21
	<u>2,370</u>	<u>2,689</u>
Total operating revenues		
Operating Expenses:		
Purchased power	529	710
Fuel oil and gas	140	189
Wheeling	647	654
Operations	562	534
Maintenance	130	145
Depreciation	250	235
	<u>2,258</u>	<u>2,467</u>
Total operating expenses		
Operating income	<u>112</u>	<u>222</u>
Nonoperating revenues and expenses:		
Nonoperating revenues:		
Investment income	44	21
Other	2	2
	<u>46</u>	<u>23</u>
Total nonoperating revenues		
Nonoperating expenses		
Interest on long-term debt	45	47
Interest - other	115	117
Interest capitalized	(23)	(18)
Amortization of debt premium	(2)	(3)
	<u>135</u>	<u>143</u>
Total nonoperating expenses		
Net income before contributed capital	23	102
Contributed capital- Wind farm transmission assets	<u>3</u>	<u>-</u>
Change in net position	26	102
Net position, January 1, as restated (Note 2)	4,734	4,632
Net position, December 31	<u>\$ 4,760</u>	<u>\$ 4,734</u>

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Consolidated Statements of Cash Flows

(In millions)

	Year Ended December 31,	
	2019	2018
Cash flows from operating activities:		
Received from customers for the sale of power, transmission and wheeling	\$ 2,356	\$ 2,670
Disbursements for:		
Purchased power	(529)	(712)
Fuel, oil and gas	(145)	(193)
Wheeling of power by other utilities	(640)	(647)
Operations and maintenance	(840)	(912)
Net cash provided by operating activities	202	206
Cash flows from capital and related financing activities:		
Gross additions to capital assets	(414)	(293)
Issuance of commercial paper	156	–
Repayment of bonds	(219)	(60)
Repayment of notes	(1)	(1)
Interest paid, net	(42)	(43)
Net cash used in capital and related financing activities	(520)	(397)
Cash flows from noncapital-related financing activities:		
Energy conservation program payments received from participants	193	107
Energy conservation program costs	(153)	(159)
Issuance of commercial paper	138	103
Repayment of commercial paper	(128)	(62)
Interest paid on commercial paper	(10)	(11)
Payment received from New York State	43	43
Margin deposits	15	4
NYISO collateral	8	(12)
Net cash provided by noncapital-related financing activities	106	13
Cash flows from investing activities:		
Earnings received on investments	17	19
Purchase of investment securities	(4,385)	(3,005)
Sale of investment securities	4,674	3,141
Net cash provided by investing activities	306	155
Net increase (decrease) in cash	94	(23)
Cash and cash equivalents, January 1	40	63
Cash and cash equivalents, December 31	\$ 134	\$ 40
Reconciliation to net cash provided by operating activities:		
Operating income	\$ 112	\$ 222
Adjustments to reconcile operating income to net cash provided by operating activities:		
Change in assets, deferred outflows, liabilities and deferred inflows:		
Provision for depreciation	250	235
Net increase in miscellaneous receivables and other	(235)	(151)
Net increase in receivables and materials and supplies	(50)	(36)
Net decrease in accounts payable/accrued liabilities and other	125	(64)
Net cash provided by operating activities	\$ 202	\$ 206

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Statements of Fiduciary Net Position

(In millions)

	December 31,	
	2019	2018
Assets		
Assets:		
Cash and cash equivalents	\$ 24	\$ 13
Receivables:		
Due from broker for investments sold	–	1
Investment income	1	1
Total receivables	1	2
Investments at fair value:		
Domestic equity	130	297
International equity	46	84
Index Fund	297	–
Real Estate (REIT)	39	31
Fixed Income	152	145
Total investments	664	557
Total assets	689	572
Liabilities:		
Payables:		
Due to broker for investments purchased	3	7
Total liabilities	3	7
Net position available for postemployment benefits other than pensions	\$ 686	\$ 565

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY
Statements of Changes in Fiduciary Net Position
(In millions)

	Year Ended December 31,	
	2019	2018
Additions:		
Employer contributions	\$ 25	\$ 25
Investment income:		
Net increase / (decrease) in fair value of investments	112	(45)
Interest and dividend income	11	9
Less: investment expense	(2)	(2)
Net investment income / (loss)	121	(38)
Total additions	146	(13)
Deductions:		
Benefits payments	25	25
Total deductions	25	25
Changes in net position	121	(38)
Net position available for postemployment benefits other than pensions – beginning of year	565	603
Net position available for postemployment benefits other than pensions – end of year	\$ 686	\$ 565

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Notes to the Consolidated Financial Statements

December 31, 2019 and 2018

(1) General

The Power Authority of the State of New York (the Power Authority), doing business as The New York Power Authority, is a corporate municipal instrumentality and political subdivision of the State of New York (State) created in 1931 by Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State, as amended (Power Authority Act or Act).

The Power Authority's mission is to power the economic growth and competitiveness of the State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goal is to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

The Power Authority is authorized by the Power Authority Act to help provide a continuous and adequate supply of dependable electricity to the people of the State. The Power Authority generates, transmits and sells electricity principally at wholesale. The Power Authority's primary customers are municipal and investor-owned utilities, rural electric cooperatives, high load factor industries and other businesses located throughout New York State, various public corporations located in Southeastern New York within the metropolitan area of New York City (SENY Governmental Customers), and certain out-of-state customers.

To provide electric service, the Power Authority owns and operates five major generating facilities, eleven small gas-fired electric generating facilities, and four small hydroelectric facilities in addition to a number of transmission lines, including major 765-kV and 345-kV transmission facilities. The Power Authority's five major generating facilities consist of two large hydroelectric facilities (Niagara and St. Lawrence-FDR), a large pumped-storage hydroelectric facility (Blenheim-Gilboa), the combined cycle electric generating plant located in Queens, New York (500-MW Plant) and the Richard M. Flynn combined cycle plant located on Long Island (Flynn). To provide additional electric generation capacity to the Authority's NYC Governmental Customers, the Authority entered into a long-term electricity supply agreement with Astoria Energy II LLC in 2008 for the purchase of the output of an Astoria, Queens based natural-gas fueled 550-MW generating plant, which entered service in the summer of 2011.

The Power Authority acts through a Board of Trustees. The Power Authority's Trustees are appointed by the Governor of the State of New York, with the advice and consent of the State Senate. The Power Authority is a fiscally independent public corporation that does not receive State funds or tax revenues or credits. It generally finances construction of new projects through a combination of internally generated funds and sales of bonds and notes to investors and pays related debt service with revenues from the generation and transmission of electricity. Accordingly, the financial condition of the Authority is not controlled by or dependent on the State or any political subdivision of the State. Under the criteria set forth in Governmental Accounting Standards Board (GASB) the Authority considers its relationship to the State to be that of a related organization.

Income of the Power Authority and properties acquired by it for its projects are exempt from taxation. However, the Authority is authorized by the Act to enter into agreements to make payments in lieu of taxes with respect to property acquired for any project where such payments are based solely on the value of the real property without regard to any improvement thereon by the Authority and where no bonds to pay any costs of such project were issued prior to January 1, 1972.

Article XV of the New York State Constitution provides, in part, that the barge canal, the divisions of which are the Erie canal, the Oswego canal, the Champlain canal, and the Cayuga-Seneca canal, and the terminals constructed as part of the barge canal system (collectively, the "Canal System") shall remain the property of the State and under its management and control forever. Legislation enacted in 1992 (the "1992 Legislation") transferred jurisdiction of the Canal System, among other assets and properties, from the New York State Commissioner of Transportation to the Thruway Authority, to be held by the New York Thruway Authority (the "Thruway Authority") in the name of the people of the State. Such canal system remained the property of the State and under its management and control as exercised by and through the Thruway Authority, through its then

NEW YORK POWER AUTHORITY

Notes to the Consolidated Financial Statements

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newly created subsidiary, the New York State Canal Corporation (the “Canal Corporation”). The 1992 Legislation deemed the Canal Corporation to be the State for the purposes of such management and control of the canals but for no other purposes.

Legislation was enacted on April 4, 2016 (the “Canal Transfer Legislation”) which provided for (1) the transfer, effective January 1, 2017, of the New York State Canal Corporation (Canal Corporation) from the New York State Thruway Authority (Thruway Authority) to the Power Authority and (2) as of January 1, 2017, the Power Authority’s assumption from the Thruway Authority of powers and duties relating to the Canal System, and jurisdiction over the Canal System and state assets, equipment and property in connection with the planning, development, construction, reconstruction, maintenance and operation of the Canal System, which the Power Authority is authorized to exercise through the Canal Corporation. The Canal Corporation is responsible for a 524-mile Canal System consisting of the Erie, Champlain, Oswego and Cayuga-Seneca canals and the terminals constructed as part of the barge canal system (the “Canal System”).

(2) Summary of Significant Accounting Policies

Significant accounting policies include the following:

(a) *Basis of Reporting*

The operations of the Power Authority and its subsidiary, the Canal Corporation, are presented as an enterprise fund following the accrual basis of accounting in order to recognize the flow of economic resources. Accordingly, revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred. The accounts and transactions of the Canal Corporation are included in the consolidated financial statements and notes to the consolidated financial statements. All significant transactions between the Power Authority and the Canal Corporation have been eliminated. The Power Authority and its blended component unit are referred to collectively as the “Authority” in the consolidated financial statements, except where noted.

The Authority complies with all applicable pronouncements of the Governmental Accounting Standards Board (GASB). In accordance with Governmental Accounting Standards (GAS) Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, (GAS No. 62) the Authority applies all authoritative pronouncements applicable to nongovernmental entities (i.e., Accounting Standards Codification (ASC) of the Financial Accounting Standards Board) that do not conflict with GASB pronouncements.

(b) *Regulatory Accounting*

The Power Authority’s Board of Trustees has broad rate setting authority for its power sales agreements with customers. The sale of transmission service over the Power Authority’s facilities is provided pursuant to New York Independent System Operator (NYISO) tariffs and under contracts that pre-dated existence of the NYISO. The Power Authority files its transmission system revenue requirement with the Federal Energy Regulatory Commission (FERC) for inclusion in the NYISO’s open access tariff.

The Authority accounts for its regulated operations under the provisions of GAS No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre November 30, 1989 FASB and AICPA Pronouncements*, paragraphs 476-500. These provisions recognize the economic ability of regulators, through the ratemaking process, to create future economic benefits and obligations affecting rate-regulated entities. Accordingly, the Authority records these future economic benefits and obligations as regulatory assets and regulatory liabilities, respectively. Regulatory assets represent probable future revenues associated with previously incurred costs that are expected to be recovered from customers. Regulatory liabilities represent amounts that are collected from customers through the ratemaking process associated with costs to be incurred in future periods. Based on the action of the Board of Trustees, the Authority

NEW YORK POWER AUTHORITY
Notes to the Consolidated Financial Statements
December 31, 2019 and 2018

believes the future collection of the costs held over through regulatory assets is probable. For regulatory assets see Note 2(l) “Summary of Accounting Policies – Other Long-Term Assets” of the notes to the consolidated financial statements.

(c) Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(d) Capital Assets

Capital assets are recorded at original cost and consist of amounts expended for labor, materials, services and indirect costs to license, construct, acquire, complete and place in operation the projects of the Authority. Interest on amounts borrowed to finance construction of the Authority’s projects is charged to the project prior to completion. Borrowed funds for a specific construction project are deposited in a capital fund account. Earnings on fund investments are held in this fund to be used for construction. Earnings on unexpended funds are credited to the cost of the related project (construction work in progress) until completion of that project. The costs of current repairs are charged to operating expense, and renewals and betterments are capitalized. The cost of capital assets retired less salvage is charged to accumulated depreciation. Depreciation of capital assets is generally provided on a straight-line basis over the estimated lives of the various classes of capital assets.

The related depreciation provisions at December 31, 2019 and 2018 expressed as a percentage of average depreciable capital assets on an annual basis are:

	Average depreciation rate	
	2019	2018
Type of plant:		
Production:		
Hydro	2.0%	2.0%
Gas turbine/combined cycle	2.0	2.1
Transmission	1.9	1.9
General	3.9	3.2
Canal system	3.4	3.3
	<u>2.6%</u>	<u>2.5%</u>

(e) Asset Retirement and Cost of Removal Obligations

The Authority has recorded a liability at fair value to recognize legal obligations for asset retirements in the period incurred and to capitalize the cost by increasing the carrying amount of the related long-lived asset. The Authority determined that it had legal liabilities for the retirement of certain Small Clean Power Plants (SCPPs) in New York City and, accordingly, has recorded a liability for the retirement of these assets. In connection with these legal obligations, the Authority has also recognized a liability for the remediation of certain contaminated soils discovered during the construction process.

The Authority also applies GAS No. 49 *Accounting and Financial Reporting for Pollution Remediation Obligations*, to asset retirement obligations involving pollution remediation obligations, which upon the occurrence of any one of five specified obligating events, requires an entity to estimate the components of expected pollution remediation outlays and determine whether outlays for those components should be accrued as a liability or, if appropriate, capitalized when goods and services are acquired. The Authority

NEW YORK POWER AUTHORITY
Notes to the Consolidated Financial Statements
December 31, 2019 and 2018

has approximately \$25 million of liabilities recorded under GASB 49 included within the \$51 million dollars of ARO's in the table below.

In addition to asset retirement obligations, the Authority has other cost of removal obligations that are being collected from customers and accounted for under the provisions of GAS Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre November 30, 1989 FASB and AICPA Pronouncements*, paragraphs 476-500. These cost of removal obligations are reflected in deferred inflows of resources in the statements of net position.

Asset retirement obligations (ARO) amounts included in other noncurrent liabilities and cost of removal obligation amounts included in deferred inflows are as follows:

	<u>ARO amounts</u>	<u>Cost of removal obligation</u>
		(In millions)
Balance – December 31, 2018	\$ 53	\$ 348
Depreciation Expense	–	14
Other expense	–	3
Settlements	(2)	–
Balance – December 31, 2019	<u>\$ 51</u>	<u>\$ 365</u>

(f) Long-Lived Assets

The Authority applies GAS No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, which states that asset impairments are generally recognized only when the service utility of an asset is reduced or physically impaired.

GAS No. 42 states that asset impairment is a significant, unexpected decline in the service utility of a capital asset. The service utility of a capital asset is the usable capacity that at acquisition was expected to be used to provide service, as distinguished from the level of utilization which is the portion of the usable capacity currently being used. Decreases in utilization and existence of or increases in surplus capacity that are not associated with a decline in service utility are not considered to be impairments.

(g) Cash, Cash Equivalents and Investments

Cash includes cash and cash equivalents and short-term investments with maturities, when purchased, of three months or less. The Authority accounts for investments at their fair value. Fair value is determined using quoted market prices. Investment income includes changes in the fair value of these investments. Realized and unrealized gains and losses on investments are recognized as investment income in accordance with GAS No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*.

(h) Derivative Instruments

The Authority uses financial derivative instruments to manage the impact of energy and capacity price, fuel cost changes and interest rate when applicable, on its earnings and cash flows. The Authority recognizes the fair value of all financial derivative instruments as either an asset or liability on its statements of net position with the offsetting gains or losses recognized in earnings or deferred charges. The Authority applies GAS No. 53, *Accounting and Financial Reporting for Derivative Instruments*, which establishes accounting and

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reporting requirements for derivative instruments (see Note 8 “Risk Management and Hedging Activities” of the notes to the consolidated financial statements).

(i) Accounts Receivable

Accounts receivable are classified as current assets and are reported net of an allowance for uncollectible amounts.

(j) Materials and Supply Inventory

Material and supplies are valued at weighted average cost and are charged to expense during the period in which the material or supplies are used.

(k) Debt Refinancing Charges

Debt refinancing charges, representing the difference between the reacquisition price and the net carrying value of the debt refinanced, are amortized using the interest method over the life of the new debt or the old debt, whichever is shorter, in accordance with GAS No. 23, *Accounting and Financial Reporting for Refundings of Debt Reported by Proprietary Activities*. See note 6 “Long-Term Debt” of the notes to the consolidated financial statements.

(l) Other Long-Term Assets

Other long-term assets at December 31, 2019 and 2018 consist of the following:

	December 31,	
	2019	2018
	(In millions)	
Other long-term assets:		
Regulatory assets (a):		
Recoverable electricity supply market costs	\$ 364	\$ 338
Other regulatory assets	12	15
Total regulatory assets	376	353
Energy efficiency program costs (b)	286	439
Other long-term receivables	443	367
Transmission line interconnection costs	238	256
Other postemployment employee benefits	—	43
Other	147	125
Total other long-term assets	<u>\$ 1,490</u>	<u>\$ 1,583</u>

(a) Regulatory assets reflect previously incurred costs that are expected to be recovered from customers through the ratemaking process.

(b) Energy efficiency program costs will be recovered from certain customers through the terms of contracts.

In October 2017, a Memorandum of Understanding was entered between the Authority and ten investor owned utility companies to provide Hurricane Relief assistance in Puerto Rico. The Authority’s deployment cost associated with the assistance efforts are subject to reimbursement by the Emergency Management Assistant Compact (EMAC) program. As of December 31, 2019, the related costs are included in other long-term assets in the consolidated statements of net position.

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(m) *Compensated Absences*

The Authority accrues the cost of unused sick leave which is payable upon the retirement of its employees. The Authority has accrued \$35 million and \$34 million in other non-current liabilities at December 31, 2019 and 2018, respectively, and \$6 million at December 31, 2019 and 2018, in current liabilities on the statements of net position. The current year's cost is accounted for as a current operating expense in the statements of revenues, expenses, and changes in net position.

(n) *Net Position*

Net Position represents the difference between assets plus deferred outflows and liabilities plus deferred inflows and is classified into three components:

- a. Net investment in capital assets – This consists of capital assets, net of depreciation reduced by related outstanding debt and accounts. This indicates that these assets are not accessible for other purposes.
- b. Restricted – This represents restricted assets reduced by related liabilities and deferred inflows of resources that are not accessible for general use because their use is subject to restrictions enforceable by third parties.
- c. Unrestricted – This represents the net amount of assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the components noted above and that are available for general use.

(o) *New York Independent System Operator (NYISO)*

The Power Authority is a member and a customer of the New York Independent System Operator (NYISO). The NYISO schedules the use of the bulk transmission system in the State, which normally includes all the Power Authority's transmission facilities, and collects ancillary services, losses and congestion fees from customers. In addition, the Power Authority dispatches power from its generating facilities in conjunction with the NYISO. The NYISO coordinates the reliable dispatch of power and operates a market for the sale of electricity and ancillary services within the State.

Based upon the Power Authority's scheduled customer power needs and available electricity generated by the Power Authority's operating assets, the Authority buys and sells energy in an electricity market operated by the NYISO. A significant amount of the Power Authority's energy and capacity revenues result from sales of the Power Authority's generation into the NYISO market. A significant amount of the Power Authority's operating expenses consist of various NYISO purchased power charges in combination with generation related fuel expenses.

(p) *Operating Revenues*

The customers served by the Power Authority and the rates paid by such customers vary with the Power Authority facilities designated to serve such loads. These customers are served under contracts and tariffs approved by the Trustees.

The principal operating revenues are generated from the sale, transmission, and wheeling of power. Revenues are recorded when power is delivered or service is provided. Customers' meters are read, and bills are rendered, monthly. Wheeling charges are for costs the Authority incurred for the transmission and/or delivery of power and energy to customers over transmission lines owned by other utilities. Sales to the Authority's five largest customers operating in the State accounted for approximately 52% and 47% of the Authority's operating revenues in 2019 and 2018, respectively.

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In addition to contractual sales to customers, the Power Authority also sells power into an electricity market operated by the NYISO. These sales are affected by market prices and are not subject to rate regulation by the Power Authority's Board of Trustees or other regulatory bodies. Accordingly, the Power Authority does not apply the provisions of GAS No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre November 30, 1989 FASB and AICPA Pronouncements*, paragraphs 476-500 to these transactions.

(q) Operating Expenses

The Authority's operating expenses include fuel, operations and maintenance, depreciation, purchased power costs, and other expenses related to the sale of power. Energy costs are charged to expense as incurred.

Purchased power costs include capacity, energy and ancillary service purchases made in the wholesale market on behalf of its customers (except for those made through previously approved purchased power agreements). Wheeling expenses are based on contractual and/or tariff rates of the service provider and are recovered through pass-through provisions in customer contracts.

(r) Pension Plans

The Authority is a cost-sharing employer that participates in the New York State and Local Employees' Retirement System (NYSLERS), which is a cost-sharing multiple-employer plan in which the participating government employers pool their assets and their obligations to provide defined benefit pensions. The plan assets of this type of plan can be used to pay the pensions of the retirees of any participating employer. The amounts reported by the Authority for its proportionate share of the net pension liability, pension expense and deferred outflows and deferred inflows have been provided by the New York State and Local Employees' Retirement System to employers participating in the NYSLERS in accordance with Statement No. 68, *Accounting and Financial Reporting for Pensions*, and have been determined on the same basis as reported by the NYSLERS. See Note 10 "Pension Plans" of the notes to the consolidated financial statements.

(s) Postemployment Benefits Other Than Pensions (OPEB)

The Power Authority provides certain health care and life insurance benefits for eligible retired employees and their dependents under a single employer noncontributory (except for certain optional life insurance coverage) health care plan (Power Authority OPEB Plan). The Power Authority has an established trust for its OPEB obligations (OPEB Trust) that is a separate entity from the Power Authority held by an independent custodian for the exclusive benefit of the OPEB Trust beneficiaries and not of the Power Authority. The ownership of the OPEB Trust assets are held by the independent custodian at all times and the OPEB Trust assets are not considered funds or assets of the Power Authority for any purpose. All of the OPEB Trust assets are irrevocably dedicated to, and are used for the exclusive purpose of, making payments of benefits to or for the benefit of the Power Authority OPEB Plan beneficiaries and for paying administrative expenses of the Power Authority OPEB Plan and the OPEB Trust and will not be available to any creditors of the Power Authority. The OPEB Trust does not issue a stand-alone financial report and its financial statements are reported as a fiduciary fund in the Authority's financial report.

The Power Authority's net OPEB liability was measured as of December 31, 2017, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The actuarial valuation is performed biennially. For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expenses, information about the fiduciary net position of the OPEB Trust and additions to/deductions from OPEB Trust's fiduciary net position have been determined on the same basis as they are reported by the Power Authority OPEB Plan as of the same measurement date. For this purpose, the Power Authority OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at

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fair value, except investments that have a maturity at the time of purchase of one year or less, which are reported at cost.

(t) New Accounting Pronouncements

In 2018, the Authority adopted the GASB issued GAS Statement No. 75 (GAS No. 75), *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This statement requires governments that provide other postemployment benefits (OPEB) to their employees to recognize their unfunded accrued other postemployment benefits (OPEB) obligation in their financial statements. See Note 11 “Postemployment Benefits Other Than Pension Plans, Deferred Compensation and Savings” of the notes to the consolidated financial statements.

The following details the restatement to net position as a result of the adoption of GAS No. 75.

	<u>Year Ended December 31,</u> <u>2018</u>
	(In millions)
Net position, January 1	\$ 4,739
Adoption of GAS No. 75	(107)
Net position, January 1, as restated	<u>\$ 4,632</u>

GASB issued GAS Statement No. 84 (GAS No. 84), *Fiduciary Activities*, which is effective for reporting periods beginning after December 15, 2018. GAS No. 84 addresses criteria for identifying activities of all state and local governments. The focus of the criteria is generally on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. Activities meeting this criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. In 2018, the Authority applied the GAS No. 84 criteria as it relates to the fiduciary activities of its postemployment benefits other than pensions arrangements.

GASB issued GAS Statement No. 87 (GAS No. 87), *Leases*, which is effective for reporting periods beginning after December 15, 2019. GAS No. 87 requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows or outflows of resources based on payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right-to-use an underlying asset. Under GAS No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Authority is evaluating the impact of GAS No. 87 on its consolidated financial statements.

GASB issued GAS Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*, which is effective for reporting periods beginning after June 15, 2018. GAS Statement No. 88 addresses improvement of the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. GAS Statement No. 88 requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. The Authority has adopted provisions of GAS No. 88 and has reflected the impact of this adoption in notes to the consolidated financial statements.

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GASB issued GAS Statement No. 89 (GAS No. 89), *Accounting for Interest Cost Incurred Before the End of a Construction Period*, which is effective for reporting periods beginning after December 15, 2019 and will be applied prospectively. GAS No. 89 addresses (1) enhancement of the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) simplifies accounting for interest cost incurred before the end of a construction period. GAS No. 89 requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. Based on the Authority's evaluation and FERC accounting, the Authority being a GAAP regulated utility is exempt from the provisions of GAS No. 89 and will continue capitalizing interest cost incurred before the end of construction period.

GASB issued GAS Statement No. 90 (GASB No. 90), *Majority Equity Interests—An Amendment of GASB Statements No. 14 and No. 61*, which is effective for reporting periods beginning after December 15, 2018. The requirements should be applied retroactively, except for the provisions related to (1) reporting a majority equity interest in a component unit and (2) reporting a component unit if the government acquires 100 percent equity interest which should be applied on a prospective basis. GAS No. 90 addresses (1) a majority equity interest and specifies that a majority interest in a legally separate organization should be reported as an investment, using the equity method, if a government's holding of the equity interest meets the definition of an investment, (2) special-purpose governments engaged only in fiduciary activities, a fiduciary fund or an endowment/permanent fund should measure the majority equity interest at fair value instead of the equity method and (3) all other holdings of a majority interest in a legally separate organization, not meeting the definition of an investment, should report the legally separate organization as a component unit using the equity. The provisions of GAS 90 are deemed not applicable to the Authority's 2019 consolidated financial statements.

GASB issued GAS Statement No. 91 (GAS No. 91), *Conduit Debt Obligations*, which is effective for reporting periods beginning after December 15, 2020. GAS No. 91 provides a single method of reporting conduit debt obligations by issuers associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This statement clarifies the definition of a conduit debt obligation, establishes that a conduit debt obligation is not a liability of the issuer, establishes standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations and improves required note disclosures. The Authority is evaluating the impact of GAS No. 91 on its consolidated financial statements.

(3) Bond Resolution and Related Matters

On February 24, 1998, the Authority adopted its "General Resolution Authorizing Revenue Obligations" (as amended and supplemented up to the present time, the Bond Resolution). The Bond Resolution covers all of the Authority's projects, which it defines as any project, facility, system, equipment or material related to or necessary or desirable in connection with the generation, production, transportation, transmission, distribution, delivery, storage, conservation, purchase or use of energy or fuel, whether owned jointly or singly by the Authority, including any output in which the Authority has an interest authorized by the Act or by other applicable State statutory provisions, provided, however, that the term "Project" shall not include any Separately Financed Project as that term is defined in the Bond Resolution. The Authority has covenanted with bondholders under the Bond Resolution that at all times the Authority shall maintain rates, fees or charges, and any contracts entered into by the Authority for the sale, transmission, or distribution of power shall contain rates, fees or charges sufficient together with other monies available therefore (including the anticipated receipt of proceeds of sale of Obligations, as defined in the Bond Resolution, issued under the Bond Resolution or other bonds, notes or other obligations or evidences of indebtedness of the Authority that will be used to pay the principal of Obligations issued under the Bond Resolution in anticipation of such receipt, but not including any anticipated or actual proceeds from the sale of any Project),

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to meet the financial requirements of the Bond Resolution. Revenues of the Authority (after deductions for operating expenses and reserves, including reserves for working capital, operating expenses or compliance purposes) are applied first to the payment of, or accumulation as a reserve for payment of, interest on and the principal or redemption price of Obligations issued under the Bond Resolution and the payment of Parity Debt issued under the Bond Resolution.

The Bond Resolution also provides for withdrawal for any lawful corporate purpose as determined by the Authority, including but not limited to the retirement of Obligations issued under the Bond Resolution, from amounts in the Operating Fund in excess of the operating expenses, debt service on Obligations and Parity Debt issued under the Bond Resolution, and subordinated debt service requirements.

Collateral - Under the Authority's Bond Resolution, a Trust Estate was created and pledged for the payment of the principal and redemption price of, and interest on, the Authority's Obligations issued under the Bond Resolution and, on a parity basis, other Parity Debt as defined in the Bond Resolution. The Authority's subordinated debt, including the Commercial Paper Notes, loans issued under the Revolving Credit Agreement described below, the Extendible Municipal Commercial Paper Notes, the Subordinated 2012 Notes and Subordinated 2017 Notes, are not Obligations under the Bond Resolution but share a subordinated lien in the Trust Estate. The Trust Estate means, collectively: (i) all Revenues (as defined in the Bond Resolution) of the Authority; (ii) the proceeds of the sale of Obligations until expended for the purposes authorized in the supplemental resolution authorizing the issuance of such Obligations; (iii) all funds, accounts and subaccounts established by the Bond Resolution, including investment earnings thereon; and (iv) all funds, moneys, and securities and any and all other rights and interests in property, whether tangible or intangible, conveyed as and for additional security pursuant to the Bond Resolution by the Authority, or by anyone on its behalf, or with its written consent, to the Trustee.

Events of Default/Termination - Pursuant to the Bond Resolution, upon an Event of Default so long as such Event of Default shall not have been remedied, either the Trustee or the owners of 25% in principal amount of the Obligations then outstanding may declare the principal and accrued interest on all Obligations due and payable immediately.

Under the revolving credit agreement supporting the Authority's Commercial Paper Notes effective January 16, 2019, and amended on November 8, 2019, among the Authority, JP Morgan Chase Bank, National Association, as Administrative Agent, and the lenders thereunder (Revolving Credit Agreement), the Authority is able to borrow up to \$700 million in aggregate principal amount outstanding at any time for the repayment of the Commercial Paper Notes. In the case of an Event of Default (as defined in the Revolving Credit Agreement), the lenders under the Revolving Credit Agreement holding 66 2/3% of the commitments thereunder will be able to: terminate their commitments; direct the Authority to cease issuing Commercial Paper Notes; and declare the principal and accrued interest on obligations under the Revolving Credit Agreement due and immediately payable.

(4) Cash and Investments

Investment of the Authority's funds is administered in accordance with the applicable provisions of the Bond Resolution and with the Authority's investment guidelines. These guidelines comply with the New York State Comptroller's investment guidelines for public authorities and were adopted pursuant to Section 2925 of the New York Public Authorities Law.

(a) Credit Risk

The Authority's investments are restricted to (a) collateralized certificates of deposit, (b) direct obligations of or obligations guaranteed by the United States of America or the State of New York, (c) obligations issued or guaranteed by certain specified federal agencies and any agency controlled by or supervised by and acting as an instrumentality of the United States government, and (d) obligations of any state or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political

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subdivision which is rated in any of the three highest long-term rating categories, or the highest short-term rating category, by nationally recognized rating agencies. The Authority's investments in the senior debt securities of Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB) and Federal Home Loan Mortgage Corp. (FHLMC) were rated Aaa by Moody's Investors Services (Moody's), AAA by Fitch Ratings (Fitch) and AA+ by Standard & Poor's (S&P).

(b) Interest Rate Risk

Securities that are the subject of repurchase agreements must have a market value at least equal to the cost of the investment. The agreements are limited to a maximum fixed term of five business days and may not exceed the greater of 5% of the investment portfolio or \$100 million. The Authority has no other policies limiting investment maturities.

(c) Concentration of Credit Risk

There is no limit on the amount that the Power Authority may invest in any one issuer; however, investments in authorized certificates of deposit shall not exceed 25% of the Authority's invested funds. At December 31, 2019, the Authority's total investment portfolio of \$841 million, excluding the Canal Development Fund, consists of investments of \$222 million (26%), \$124 million (15%), \$179 million (21%) \$72 million (9%) and \$16 million (2%), \$108 (12%) in securities of FHLB, FNMA, FFCB, FHLMC, U.S. government and other various municipal debt securities, respectively.

At December 31, 2018, the Power Authority's total investment portfolio of \$1,022 million, excluding the Canal Development Fund, consists of investments of \$367 million (36%), \$169 million (16%), \$160 million (16%) \$147 million (14%) and \$16 million (2%), \$134 (13%) in securities of FHLB, FNMA, FFCB, FHLMC, U.S. government and other various municipal debt securities, respectively.

(d) Other

All investments are held by designated custodians in the name of the Authority. The bank balances at December 31, 2019 and 2018 were \$32 million and \$33 million, respectively, of which \$31 million and \$32 million, respectively, were uninsured, but were collateralized by assets held by the bank in the name of the Authority. As of December 31, 2019, the Authority had no investments in repurchase agreements.

Cash and Investments of the Authority at December 31, 2019 and 2018 are as follows:

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December 31, 2019	Total	Total restricted	Restricted		Capital fund	Unrestricted
			Canal Development Fund	WNYEDF, POCR, projects and other		
			(In millions)			
Cash and investments:						
Cash and cash equivalents	\$ 134	\$ 52	\$ 14	\$ 38	\$ 16	\$ 66
U.S. government:						
U.S. Treasury bills	16	16	—	16	—	—
U.S. Treasury notes	—	—	—	—	—	—
	<u>16</u>	<u>16</u>	<u>—</u>	<u>16</u>	<u>—</u>	<u>—</u>
Other debt securities:						
FNMA	124	—	—	—	—	124
FHLMC	72	—	—	—	6	66
FHLB	222	—	—	—	—	222
FFCB	179	—	—	—	1	178
All other	108	—	—	—	3	105
	<u>705</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>10</u>	<u>695</u>
Total investments	<u>721</u>	<u>16</u>	<u>—</u>	<u>16</u>	<u>10</u>	<u>695</u>
Total cash and investments	<u>\$ 855</u>	<u>\$ 68</u>	<u>\$ 14</u>	<u>\$ 54</u>	<u>\$ 26</u>	<u>\$ 761</u>
Summary of maturities (years):						
0 – 1	\$ 336	\$ 68	\$ 14	\$ 54	\$ 23	\$ 245
1 – 5	497	—	—	—	3	494
5 – 10	13	—	—	—	—	13
10+	9	—	—	—	—	9
	<u>\$ 855</u>	<u>\$ 68</u>	<u>\$ 14</u>	<u>\$ 54</u>	<u>\$ 26</u>	<u>\$ 761</u>

Petroleum Overcharge Restitution (POCR) Funds – Legislation enacted into State law from 1995 to 2002, 2007 and 2008 authorized the Authority to utilize petroleum overcharge restitution (POCR) funds and other State funds (Other State Funds), to be made available to the Authority by the State pursuant to the legislation, for a variety of energy-related purposes, with certain funding limitations. The legislation also states that the Authority “shall transfer” equivalent amounts of money to the State prior to dates specified in the legislation. The use of POCR funds is subject to comprehensive Federal regulations and judicial orders, including restrictions on the type of projects that can be financed with POCR funds, the use of funds recovered from such projects and the use of interest and income generated by such funds and projects. Pursuant to the legislation, the Authority is utilizing POCR funds and the Other State Funds to implement various energy services programs that have received all necessary approvals.

The disbursements of the POCR funds and the Other State Funds to the Authority, and the Authority’s transfers to the State totaling \$60.9 million, took place from 1996 to 2009. The POCR funds are included in restricted funds in the statements of net position. The funds are held in a separate escrow account until they are utilized.

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As of December 31, 2019, restricted funds include the POCR fund (\$8 million), the Lower Manhattan Energy Independence Initiative fund (\$6 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing (\$14 million), the Western New York Economic Development Fund (\$10 million), the Northern New York Economic Development Fund (\$5 million) (see Note 13(a) “Commitments and Contingencies – Power Programs”), Canal Development Fund (\$14 million) and other (\$11 million).

December 31, 2018	Total	Total restricted	Restricted		Capital fund	Unrestricted
			Canal Development Fund	WNYEDF, POCR, projects and other		
			(In millions)			
Cash and investments:						
Cash and cash equivalents	\$ 40	\$ 31	\$ 11	\$ 20	\$ 2	\$ 7
U.S. government:						
U.S. Treasury bills	10	—	—	—	10	—
U.S. Treasury notes	6	6	—	6	—	—
	16	6	—	6	10	—
Other debt securities:						
FNMA	169	—	—	—	—	169
FHLMC	147	4	—	4	6	137
FHLB	367	20	—	20	1	346
FFCB	160	—	—	—	2	158
All other	134	—	—	—	4	130
	977	24	—	24	13	940
Total investments	993	30	—	30	23	940
Total cash and investments	\$ 1,033	\$ 61	\$ 11	\$ 50	\$ 25	\$ 947
Summary of maturities (years):						
0 – 1	\$ 352	\$ 61	\$ 11	\$ 50	\$ 21	\$ 270
1 – 5	659	—	—	—	4	655
5 – 10	13	—	—	—	—	13
10+	9	—	—	—	—	9
	\$ 1,033	\$ 61	\$ 11	\$ 50	\$ 25	\$ 947

As of December 31, 2018, restricted funds include the POCR fund (\$7 million), the Lower Manhattan Energy Independence Initiative fund (\$6 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing (\$14 million), the Western New York Economic Development Fund (\$11 million), the Northern New York Economic Development Fund (\$4 million) (see Note 13(a) “Commitments and Contingencies – Power Programs”), Canal Development Fund (\$11 million) and other (\$8 million).

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(5) Capital Assets

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2019.

	<u>Beginning balance</u>	<u>Additions</u>	<u>Retirements/ Transfers</u>	<u>Ending balance</u>
	(In millions)			
Capital assets, not being depreciated:				
Land	\$ 193	\$ —	\$ —	\$ 193
Construction in progress	<u>703</u>	<u>506</u>	<u>(471)</u>	<u>738</u>
Total capital assets not being depreciated	<u>896</u>	<u>506</u>	<u>(471)</u>	<u>931</u>
Capital assets, being depreciated:				
Production – Hydro	2,114	160	(12)	2,262
Production – Gas turbine/combined cycle	2,386	17	(50)	2,353
Transmission	2,228	151	(13)	2,366
General	1,198	111	(8)	1,301
Canal System	<u>723</u>	<u>45</u>	<u>—</u>	<u>768</u>
Total capital assets being depreciated	<u>8,649</u>	<u>484</u>	<u>(83)</u>	<u>9,050</u>
Less accumulated depreciation for:				
Production – Hydro	862	38	(12)	888
Production – Gas turbine/combined cycle	1,260	86	(50)	1,296
Transmission	1,304	40	(13)	1,331
General	413	49	(6)	456
Canal System	<u>187</u>	<u>25</u>	<u>(2)</u>	<u>210</u>
Total accumulated depreciation	<u>4,026</u>	<u>238</u>	<u>(83)</u>	<u>4,181</u>
Net value of capital assets, being depreciated	<u>4,623</u>	<u>246</u>	<u>—</u>	<u>4,869</u>
Net value of all capital assets	<u>\$ 5,519</u>	<u>\$ 752</u>	<u>\$ (471)</u>	<u>\$ 5,800</u>

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The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2018.

	<u>Beginning balance</u>	<u>Additions</u>	<u>Retirements/ Transfers</u>	<u>Ending balance</u>
	(In millions)			
Capital assets, not being depreciated:				
Land	\$ 193	\$ —	\$ —	\$ 193
Construction in progress	565	295	(157)	703
Total capital assets not being depreciated	758	295	(157)	896
Capital assets, being depreciated:				
Production – Hydro	2,101	18	(5)	2,114
Production – Gas				
turbine/combined cycle	2,378	8	—	2,386
Transmission	2,193	38	(3)	2,228
General	1,155	85	(42)	1,198
Canal System	712	13	(2)	723
Total capital assets being depreciated	8,539	162	(52)	8,649
Less accumulated depreciation for:				
Production – Hydro	832	35	(5)	862
Production – Gas				
turbine/combined cycle	1,172	88	—	1,260
Transmission	1,269	38	(3)	1,304
General	417	39	(43)	413
Canal System	165	24	(2)	187
Total accumulated depreciation	3,855	224	(53)	4,026
Net value of capital assets, being depreciated	4,684	(62)	1	4,623
Net value of all capital assets	\$ 5,442	\$ 233	\$ (156)	\$ 5,519

Wind Farm Transmission Assets

In April 2019, Jericho Rise Wind Farm, LLC, a wind farm developer, and in accordance with a Large Generator Interconnection Agreement signed in June 2016 between the Authority, Jericho Rise Wind Farm, LLC and the New York Independent System Operator, Inc. transferred title of certain transmission assets (valued at \$3 million) to the Authority. The transfer was accounted for as a capital contribution.

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(6) Long-Term Debt

a. Components

	<u>Amount</u>		<u>Interest rate (a)</u>	<u>Maturity</u>	<u>Earliest redemption date prior to maturity</u>	
	<u>2019</u>	<u>2018</u>				
	(In millions)					
Senior debt:						
Revenue Bonds (Tax-Exempt):						
Series 2007 A Revenue Bonds:						
Term Bonds	\$ —	\$ 82	4.5% to 5.0%	11/15/2047	**	Any date
Series 2007 C Revenue Bonds:						
Serial Bonds	—	110	4.0% to 5.0%	11/15/2019 to 2021		Any date
Series 2011 A Revenue Bonds:						
Serial Bonds	57	59	3.0% to 5.0%	11/15/2019 to 2031	*	11/15/2021
Term Bonds	39	39	4.0% to 5.0%	11/15/2038	**	11/15/2021
Series 2015 A Revenue Bonds:						
Serial Bonds	15	29	2.0% to 5.0%	11/15/2019 to 2020		11/15/2020
Revenue Bonds (Taxable):						
Series 2003 A Revenue Bonds:						
Term Bonds	149	156	5.230% to 5.749%	11/15/2019 to 2033	**	Any date
Series 2007 B Revenue Bonds:						
Term Bonds	231	235	5.905% to 5.985%	11/15/2037 and 2043	**	Any date
	491	710				
Plus unamortized premium and discount	9	12				
Less deferred refinancing costs	5	6				
	495	716				
Less due in one year	30	63				
Long-term senior debt, net of due in one year	\$ 465	\$ 653				

(a) interest rate at issuance

* \$26.4 million due 2022 is non-callable.

** Bonds are subject to sinking fund provisions.

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	<u>Amount</u>		<u>Interest rate (a)</u>	<u>Maturity</u>	<u>Earliest redemption date prior to maturity</u>
	<u>2019</u>	<u>2018</u>			
	(In millions)				
Subordinate debt:					
Subordinated Notes, Series 2017	\$ 23	\$ 24	2.61% to 4.27%	2022 to 2041	Any date
Subordinated Notes, Series 2012	20	20	1.70% to 4.05%	2019 to 2037	Any date
Commercial Paper:					
EMCP (Series 1)	5	5	1.41%	2021	
	48	49			
Less due within one year	1	1			
	47	48			
Total Long-term debt	543	765			
Less due within one year	31	64			
Long-term debt, net of due in one year	\$ 512	\$ 701			

(a) interest rate at issuance

Interest on Series 2003 A and 2007 B Revenue Bonds and Subordinated Notes, Series 2012 and Subordinated Notes, Series 2017 is not excluded from gross income for bondholders' Federal income tax purposes. In December 2019, the Authority issued Commercial Paper to refund \$156 million of its Series 2007 A and Series 2007 C Revenue Bond Senior Debt

As indicated in Note 3 "Bond Resolution" of notes to the consolidated financial statements, the Authority has pledged future revenues to service the Obligations and Parity Debt (Senior Debt) issued under the Bond Resolution. The total principal and interest remaining to be paid on the Senior Debt is \$0.8 billion as of December 31, 2019. Principal and interest paid for 2019 and operating income plus depreciation were \$104 million and \$362 million, respectively. Principal and interest paid for 2018 and operating income plus depreciation were \$101 million and \$457 million, respectively.

Senior revenue bonds are subject to redemption prior to maturity in whole or in part as provided in the supplemental resolutions authorizing the issuance of each series of bonds, beginning for each series on the date indicated in the table above, at principal amount or at various redemption prices according to the date of redemption, together with accrued interest to the redemption date.

At December 31, 2019 and 2018, the current market value of the senior debt was approximately \$632.8 million and \$818 million, respectively. Market values were obtained from a third party that utilized a matrix-pricing model.

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Subordinate Debt:

Subordinate Notes – In November 2016, the Authority’s Trustees authorized the issuance of Subordinated Notes, Series 2017 (Subordinated Notes, Series 2017) in a principal amount not to exceed \$30 million to accelerate additional funding for the State Parks Greenway Fund, which was established pursuant to the Niagara Relicensing Settlement entered into by the Authority and the New York State Office of Parks, Recreation & Historic Preservation in connection with the Niagara Project’s relicensing. The Authority issued the subordinate notes on February 24, 2017 in the amount of \$25.2 million. These Subordinated Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds, and the Series 2015 A Revenue Bonds.

In November 2012, the Authority’s Trustees authorized the issuance of Subordinated Notes, Series 2012 (Subordinated Notes, Series 2012), in a principal amount not to exceed \$30 million for the purpose of accelerating the funding for the State Parks Greenway Fund, which was established pursuant to the Niagara Relicensing Settlement entered into by the Authority and the New York State Office of Parks, Recreation & Historic Preservation. The Authority issued the Subordinated Notes on December 18, 2012 in the amount of \$25 million. These Subordinated Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

Commercial Paper – Under the Extendible Municipal Commercial Paper (EMCP) Note Resolution, adopted December 17, 2002, and as subsequently amended and restated, the Authority may issue a series of notes, designated EMCP Notes, Series 1, maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of \$200 million (EMCP Notes). It is the Authority’s intent to remarket the EMCP Notes as they mature with their ultimate retirement in 2021. The Authority has the option to extend the maturity of the EMCP Notes and would exercise such right in the event there is a failed remarketing. This option serves as a substitute for a liquidity facility for the EMCP Notes.

Under the Commercial Paper Note Resolution adopted June 28, 1994, as subsequently amended and restated, the Authority may issue from time to time a separate series of notes maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of \$400 million (Series 1 CP Notes), \$450 million (Series 2 CP Notes), \$350 million (Series 3 CP Notes) and \$220 million (Series 4 CP Notes). See Note 7 of the notes to the financial statements for Series 1, and certain Series 2 and Series 3 CP Notes designated as short-term debt. There were no Series 4 CP Notes outstanding at December 31, 2019.

The proceeds of certain Series 2 Commercial Paper Notes (CP Notes) were used to refund General Purpose Bonds and the proceeds of the EMCP Notes were used to refund Series 2 and 3 CP Notes. CP Notes and EMCP Notes have been used, and may in the future be used, for other corporate purposes. It is the Authority’s intention to renew the EMCP Notes as they mature.

The Authority has a line of credit under a 2019 revolving credit agreement (the 2019 RCA), with a syndicate of banks, to provide liquidity support for the Series 1-3 CP Notes, under which the Authority may borrow up to \$700 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1–3 CP Notes. The 2019 RCA expires January 22, 2022. The 2019 RCA succeeded the amended 2015 RCA, which expired by its terms on January 18, 2019 with no outstanding borrowings. There are no outstanding borrowings under the 2019 RCA.

CP Notes and EMCP Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 B Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

Interest on the CP (Series 3) is taxable to holders for Federal income tax purposes.

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The interest rate used to calculate future interest expense on variable rate debt is the interest rate at issuance.

Maturities and Interest Expense:	Long-Term Debt			Capitalized Lease Obligations		
	(In millions)			(In millions)		
	Principal	Interest	Total	Principal	Interest	Total
Years ending December 31:						
2020	\$ 31	\$ 29	\$ 60	\$ 43	\$ 85	\$ 128
2021	22	28	50	50	81	131
2022	41	27	68	58	77	135
2023	17	25	42	66	72	138
2024	17	24	41	76	66	142
2025 – 2029	109	103	212	550	216	766
2030 – 2034	140	68	208	234	15	249
2035 – 2039	96	34	130	—	—	—
2040 – 2044	66	10	76	—	—	—
	539	348	887	1,077	612	1,689
Plus unamortized bond premium	9	—	9	—	—	—
Less deferred refinancing cost	5	—	5	—	—	—
Total	\$ 543	\$ 348	\$ 891	\$ 1,077	\$ 612	\$ 1,689

The Authority has a long-term electricity supply contract with Astoria Energy II LLC for the purchase of the output of Astoria Energy II, which is accounted for as a capital lease. The delivery period under the contract is through 2031. The Authority's contract with the customers served by the output of Astoria Energy II is coterminous with the power purchase agreement with Astoria Energy II LLC, and all net costs of the Authority under the power purchase agreement with Astoria Energy II LLC are direct pass through to such customers for the full term of the power purchase agreement. See note 13(b) "Commitments and Contingencies – Governmental Customers in the New York City Metropolitan Area" of the notes to the consolidated financial statements.

b. Terms by Which Interest Rates Change for Variable Rate Debt

CP Notes and EMCP Notes (Long-Term Portion)

The Authority determines the rate for each rate period which is the minimum rate necessary to remarket the notes at par in the Dealer's opinion. If the Authority exercises its option to extend the maturity of the EMCP Notes, the reset rate will be the higher of (SIFMA + E) or F, where SIFMA is the Securities Industry and Financial Markets Association Municipal Swap Index, which is calculated weekly, and where "E" and "F" are fixed percentage rates expressed in basis points (each basis point being 1/100 of one percent) and yields, respectively, that are determined based on the Authority's debt ratings subject to a cap rate of 12%. As of December 31, 2019, the reset rate would have been 8.32%.

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c. Changes in Noncurrent Liabilities

Changes in the Authority's noncurrent liabilities for the year ended December 31, 2019 are comprised of the following:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Maturities/ refundings and other</u> (In millions)	<u>Ending balance</u>	<u>Due within one year</u>
Senior debt:					
Revenue bonds	\$ 710	\$ —	\$ 219	\$ 491	\$ 30
Subtotal	<u>710</u>	<u>—</u>	<u>219</u>	<u>491</u>	<u>30</u>
Subordinate debt:					
Subordinated Notes, Series 2017	24	—	1	23	—
Subordinated Notes, Series 2012	20	—	—	20	1
Commercial paper	<u>5</u>	<u>—</u>	<u>—</u>	<u>5</u>	<u>—</u>
Subtotal	<u>49</u>	<u>—</u>	<u>1</u>	<u>48</u>	<u>1</u>
Net unamortized discounts/ premiums and deferred losses	<u>6</u>	<u>—</u>	<u>2</u>	<u>4</u>	<u>—</u>
Total debt, net of unamortized discounts/ premiums/ deferred losses	<u>\$ 765</u>	<u>\$ —</u>	<u>\$ 222</u>	<u>\$ 543</u>	<u>\$ 31</u>
Other noncurrent liabilities:					
Capitalized lease obligation	\$ 1,077	\$ —	\$ 43	1,034	\$ 43
Disposal of nuclear fuel	223	5	—	228	—
Relicensing	244	37	25	256	—
Other	<u>386</u>	<u>34</u>	<u>—</u>	<u>\$ 426</u>	<u>\$ —</u>
Total other noncurrent liabilities	<u>\$ 1,930</u>	<u>\$ 76</u>	<u>\$ 68</u>	<u>\$ 1,944</u>	<u>\$ 43</u>

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Changes in the Authority's long-term liabilities for the year ended December 31, 2018 are comprised of the following:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Maturities/ refundings and other</u> (In millions)	<u>Ending balance</u>	<u>Due within one year</u>
Senior debt:					
Revenue bonds	\$ 770	\$ —	\$ 60	\$ 710	\$ 63
Subtotal	<u>770</u>	<u>—</u>	<u>60</u>	<u>710</u>	<u>63</u>
Subordinate debt:					
Subordinated Notes, Series 2017	25	—	1	24	1
Subordinated Notes, Series 2012	21	—	1	20	—
Commercial paper	<u>5</u>	<u>—</u>	<u>—</u>	<u>5</u>	<u>—</u>
Subtotal	<u>51</u>	<u>—</u>	<u>2</u>	<u>49</u>	<u>1</u>
Net unamortized discounts/ premiums and deferred losses	<u>10</u>	<u>—</u>	<u>4</u>	<u>6</u>	<u>—</u>
Total debt, net of unamortized discounts/ premiums/ deferred losses	<u>\$ 831</u>	<u>\$ —</u>	<u>\$ 66</u>	<u>\$ 765</u>	<u>\$ 64</u>
Other noncurrent liabilities:					
Capitalized lease obligation	\$ 1,114	\$ —	\$ 37	\$ 1,077	\$ 37
Disposal of nuclear fuel	219	4	—	223	—
Relicensing	250	16	22	244	—
Other	<u>303</u>	<u>83</u>	<u>—</u>	<u>\$ 386</u>	<u>\$ —</u>
Total other noncurrent liabilities	<u>\$ 1,886</u>	<u>\$ 103</u>	<u>\$ 59</u>	<u>\$ 1,930</u>	<u>\$ 37</u>

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(7) Short-Term Debt

CP Notes (short-term portion) outstanding was as follows:

		December 31,			
		2019		2018	
		Availability	Outstanding	Availability	Outstanding
(In millions)					
CP Notes (Series 1)	\$	91	\$ 309	\$ 194	\$ 206
CP Notes (Series 2)		233	217	176	274
CP Notes (Series 3)		184	166	304	46

Under the Commercial Paper Note Resolution adopted June 28, 1994, as subsequently amended and restated, the Authority may issue from time to time a separate series of notes maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of \$400 million (Series 1 CP Notes), \$450 million (Series 2 CP Notes), \$350 million (Series 3 CP Notes) and \$220 million (Series 4 CP Notes). It had been and shall be the intent of the Authority to use the proceeds of the Series 1 CP Notes and certain Series 2 and Series 3 CP Notes to finance the Authority's current and future energy efficiency programs and for other corporate purposes. In December 2019, the Authority issued Series 3 CP Notes to refund \$156 million of its Series 2007 A and Series 2007 C Revenue Bond.

The changes in short-term debt are as follows:

	Beginning balance	Increases	Decreases	Ending balance
	(In millions)			
Year:				
2019	\$ 526	294	128	\$ 692
2018	\$ 485	103	62	\$ 526

(8) Risk Management and Hedging Activities

Overview

The Authority purchases insurance coverage for its operations, and in certain instances, is self-insured. Property insurance protects the various real and personal property owned by the Authority and the property of others while in the care, custody and control of the Authority for which the Authority may be held liable. Liability insurance protects the Authority from third-party liability related to its operations, including general liability, automobile, aircraft, marine and its officers and directors. Cyber liability insurance protects the Authority against first- and third-party losses. Insured losses by the Authority did not exceed coverage for any of the four preceding fiscal years. The Authority self-insures a certain amount of its general liability coverage, the physical damage claims for its owned and leased vehicles and for portions of its medical, dental and workers' compensation insurance programs. The Authority pursues subrogation claims as appropriate against any entities that cause damage to its property.

Another aspect of the Authority's risk management program is to manage risk and related volatility on its earnings and cash flows associated with electric energy prices, fuel prices and electric capacity prices. Through its participation in the NYISO and other commodity markets, the Authority is subject to electric energy price, fuel

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price and electric capacity price risks that impact the revenue and purchased power streams of its facilities and customer market areas. Such volatility can potentially have adverse effects on the Authority's financial condition. To mitigate potential adverse effects and to moderate cost impacts to its customers (many of the Authority's customer contracts provide for the complete or partial pass-through of these costs), the Authority hedges market risks through the use of financial derivative instruments and/or physical forward contracts. Hedges are transacted by the Authority to mitigate volatility in the cost of energy or related products needed to meet customer needs; to mitigate risk related to the price of energy and related products sold by the Authority; to mitigate risk related to margins (electric sales versus fuel use) where the Authority owns generation or other capacity; and to mitigate geographic cost differentials of energy procured or sold for transmission or transportation to an ultimate location. Commodities to be hedged include, but are not limited to, natural gas, natural gas basis, electric energy, electric capacity and congestion costs associated with the transmission of electricity.

To achieve the Authority's risk management program objectives, the Authority's Trustees have authorized the use of various interest rate, energy, and fuel derivative instruments for hedging purposes that are considered derivatives under GAS No. 53, *Accounting and Financial Reporting for Derivative Instruments* (GAS No. 53).

The fair values of all Authority derivative instruments, as defined by GAS No. 53, are reported in current and noncurrent assets or liabilities on the statements of net position as risk management activities. For designated hedging derivative instruments, changes in the fair values are deferred and classified as deferred outflows or deferred inflows on the statements of net position. The fair value for over-the-counter and exchange-traded energy, and capacity derivative instruments are determined by the latest end-of-trading-month forward prices over the lifetime of each outstanding energy derivative instrument using the prices published by Standard & Poor's Global Platt's ("Platts") or internal pricing models.

Derivative Instruments

The following table shows the fair value of outstanding derivative instruments for 2019 and 2018:

Derivative instrument description	Fair value balance December 31, 2018	Net change in fair value	Fair value balance December 31, 2019	Type of hedge or transaction	Financial statement classification for changes in fair value	Notional amount December 31, 2019	Unit of Measure
			(\$ in millions)				
Energy swaps/futures (sales)	\$ (7)	\$ 12	\$ 5	Cash Flow	Deferred outflow	(2,165,600)	MWh
Energy swaps (purchases)	—	(1)	(1)	Cash Flow	Deferred inflow	122,760	
Energy capacity futures	1	(1)	—	Cash Flow	—	(255,000)	KWm
Totals	<u>\$ (6)</u>	<u>\$ 10</u>	<u>\$ 4</u>				

Energy swaps and futures – As of December 31, 2019, the Authority has outstanding short-term energy swaps and futures to manage the revenue stream from forecasted merchant hydro generation through 2022. Net settlement receipts were \$5.8 million and payments were \$27.3 million in 2019 and 2018, respectively. As of December 31, 2019, the Authority has outstanding short-term energy swaps to manage the cost of energy for the benefit of its NYC Governmental Customers. There were no settlements in 2019 and 2018.

Energy capacity futures – As of December 31, 2019, the Authority has outstanding forward installed capacity futures intended to mitigate the volatility of market prices for transactions in the NYISO markets through 2020. Net settlement receipts were \$0.7 million and payments were \$7.8 million in 2019 and 2018, respectively.

Other – The Authority from time to time enters into certain derivative instruments that may become ineffective due to changes in the hedged item. The change in fair value of such derivative instruments would be recognized as

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other nonoperating charges or credits in the statements of revenues, expenses and changes in net position. The Authority did not recognize hedging ineffectiveness in 2019 and in 2018 was insignificant.

Counterparty Credit Risk

The Authority imposes thresholds, based upon agency-published credit ratings and/or analysis, for unsecured credit that can be extended to counterparties to the Authority's commodity derivative transactions. The thresholds are established in bilateral credit support agreements with counterparties and require collateralization of market values in excess of the thresholds. In addition, the Authority regularly monitors each counterparty's market-implied credit ratings and financial ratios and the Authority can restrict transactions with counterparties on the basis of that monitoring, even if the applicable unsecured credit threshold is not exceeded.

Based upon the fair values as of December 31, 2019, the Authority's individual or aggregate exposure to derivative instrument counterparty credit risk is not significant.

Other Considerations

The Authority from time to time may be exposed to any of the following risks:

Basis risk – The Authority is exposed to other basis risk in a portion of its electrical commodity-based swaps where the electrical commodity swap payments received are based upon a reference price in a NYISO Market Zone that differs from the Zone in which the hedged electric energy load is forecasted. If the correlation between these Zones' prices should fall, the Authority may be exposed to risk as a result of the hedging inability of the electrical commodity swaps to offset the delivery price of the related energy.

Rollover risk – Certain electrical commodity swaps are based upon projected future customer loads or facility operations. Beyond the terms of these swaps, the Authority is subject to the corresponding market volatilities.

Termination risk – The Authority or its counterparties may terminate a derivative instrument agreement if either party fails to perform under the terms of the agreement. The risk that such termination may occur at a time which may be disadvantageous to the Authority has been mitigated by including certain terms in these agreements by which the counterparty has the right to terminate only as a result of certain events, which includes a payment default by the Authority; other Authority defaults which remain uncured within a defined time-frame after notice; bankruptcy or insolvency of the Authority (or similar events); or a downgrade of the Authority's credit rating below investment grade. If at the time of termination the Authority has a liability position related to its hedging derivative instruments, the Authority would be liable to the counterparty for a payment equal to the liability, subject to netting arrangements.

Market access risk – The Authority remarkets its CP Notes on a continuous basis. Should the market experience a disruption or dislocation, the Authority may be unable to remarket its Notes for a period of time. To mitigate this risk, the Authority has entered into liquidity facilities with highly rated banks to provide loans to support the CP Note programs. See Note 6 "Long-Term Debt" of the notes to the consolidated financial statements.

Dodd Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (DF Act) addresses, among other things, interest rate and commodity swap transactions of the type in which the Authority may engage. The requirements and processes are set forth in regulations promulgated by the Commodities Futures Trading Commission (CFTC). The CFTC rules are not anticipated to have significant impact on the Authority's liquidity and/or future risk mitigation activities. The Authority continues to monitor developments with respect to Dodd-Frank rules and regulations.

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(9) Fair Value Measurements

GAS No. 72 establishes a hierarchy of valuation inputs based on the extent to which the inputs are observable in the marketplace. Inputs are used in applying the various valuation techniques and take into account the assumptions that market participants use to make valuation decisions. Inputs may include price information, credit data, interest and yield curve data, and other factors specific to the financial instrument. Observable inputs reflect market data obtained from independent sources. In contrast, unobservable inputs reflect the entity's assumptions about how market participants would value the financial instrument.

The fair value hierarchy prioritizes the inputs used to measure fair value into three broad Levels (Levels 1, 2, and 3), moving from quoted prices in active markets in Level 1 to unobservable inputs in Level 3. A financial instrument's level within the fair value hierarchy (where Level 1 is the highest and Level 3 is the lowest) is based on the lowest level of any input that is significant to the fair value measurement. The categorization of a financial instrument within the fair value hierarchy is based upon pricing transparency and is not necessarily an indication of the Authority's perceived risk of that financial instrument.

The following describes the fair value hierarchy of inputs used by the Authority to measure fair value and the primary valuation methodologies used for financial instruments measured at fair value on a recurring basis:

- Level 1 – quoted prices for identical assets or liabilities in active markets that the Authority can access at the measurement date.
- Level 2 – quoted prices other than quoted prices included within Level 1 and other inputs that are observable for an asset or liability, either directly or indirectly.
- Level 3 – pricing inputs are unobservable for the asset or liability and may rely on inputs using the best available data under the circumstances, including the Authority's own data.

The following describes the valuation methodologies used by the Authority for assets and liabilities measured at fair value:

- U.S. government obligations – The fair value is based on institutional bond quotes and evaluations based on various market data/inputs.
- U.S. government agencies and instrumentalities – The fair value of government agencies and instrumentalities are based on institutional bond quotes and evaluations based on various market and industry inputs.
- Corporate obligations – The fair value is based on institutional bond quotes and evaluations on various market and industry inputs.
- Derivative instruments – The Authority hedges market risks through the use of derivative instruments. Derivative instruments are traded on both exchange-based and non-exchange based markets. A detail disclosure on derivatives is included in Note 8 "Risk Management and Hedging Activities" of notes to the consolidated financial statements.
 - The fair values for over-the-counter and exchange-traded energy, derivative instruments are determined by the latest end-of-trading-month forward prices over the lifetime of each outstanding derivative instrument using prices published by Platts.
 - The fair value for capacity derivative instruments is based on internal pricing models which develop a demand curve for the NYISO monthly spot market capacity auctions. Capacity reference

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points are observed from the NYISO filing with FERC. Peak load forecast are observed in the NYISO's Gold Book and NYPSC's publications.

The following tables summarize the Authority's outstanding assets and liabilities, of which there are no Level 3, within the fair value hierarchy at December 31, 2019 and December 31, 2018:

Fair Value Measurements (in millions)				
December 31, 2019	Total	Level 1	Level 2	Level 3
<u>Assets</u>				
Cash and cash equivalents	\$ 134	\$ 134	\$ -	\$ -
Treasury bills	16	16	-	-
Federal Agency securities:				
FNMA	124	-	124	-
FHLMC	72	-	72	-
FHLB	222	-	222	-
FFCB	179	-	179	-
Municipal Bonds	105	-	105	-
All other	3	3	-	-
Total cash and investments at fair value	<u>855</u>	<u>153</u>	<u>702</u>	<u>-</u>
Derivative instruments:(a)				
Energy capacity futures	5	-	5	-
Total derivative assets at fair value	<u>5</u>	<u>-</u>	<u>5</u>	<u>-</u>
Total assets at fair value	\$ <u>860</u>	\$ <u>153</u>	\$ <u>707</u>	\$ <u>-</u>
<u>Liabilities</u>				
Derivative instruments:(a)				
Energy swaps	\$ 1	\$ -	\$ 1	\$ -
Total derivative liabilities at fair value	<u>1</u>	<u>-</u>	<u>1</u>	<u>-</u>
Total liabilities at fair value	\$ <u>1</u>	\$ <u>-</u>	\$ <u>1</u>	\$ <u>-</u>

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<u>December 31, 2018</u>	<u>Fair Value Measurements</u> (in millions)			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>Assets</u>				
Cash and cash equivalents	\$ 40	\$ 40	\$ -	\$ -
Treasury bills	10	10	-	-
Treasury notes	6	6		
Federal Agency securities:				
FNMA	169	-	169	-
FHLMC	147	-	147	-
FHLB	367	-	367	-
FFCB	160	-	160	-
Municipal Bonds	130	-	130	-
All other	4	4	-	-
Total cash and investments at fair value	<u>1,033</u>	<u>60</u>	<u>973</u>	<u>-</u>
Derivative instruments:(a)				
Energy capacity futures	<u>1</u>	<u>-</u>	<u>1</u>	<u>-</u>
Total derivative assets at fair value	<u>1</u>	<u>-</u>	<u>1</u>	<u>-</u>
Total assets at fair value	\$ <u>1,034</u>	\$ <u>60</u>	\$ <u>974</u>	\$ <u>-</u>
<u>Liabilities</u>				
Derivative instruments:(a)				
Energy swaps	\$ <u>7</u>	\$ <u>-</u>	\$ <u>7</u>	\$ <u>-</u>
Total derivative liabilities at fair value	<u>7</u>	<u>-</u>	<u>7</u>	<u>-</u>
Total liabilities at fair value	\$ <u>7</u>	\$ <u>-</u>	\$ <u>7</u>	\$ <u>-</u>

(a) The accounting rules for fair value measurements and disclosures require consideration of the impact of nonperformance risk (including credit risk) from a market participant perspective in the measurement of the fair value of assets and liabilities. At December 31, 2019 and 2018 the Authority determined that nonperformance risk would have no material impact on the financial position or results of operations.

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(10) Pension Plans

General Information

The Authority and substantially all of the Authority's employees participate in the New York State and Local Employees' Retirement System (NYSLERS) and the Public Employees' Group Life Insurance Plan (the Plan). These are cost-sharing multiple-employer defined benefit retirement plans.

The NYSLERS uses a tier concept to distinguish membership classes (i.e. tiers 1 through 6) with tier membership based on the date an employee joins the System. The ERS is non-contributory for tiers 1 and 2 employees who joined the NYSLERS on or prior to July 27, 1976. Tiers 3 and 4 employees, who joined the NYSLERS between July 28, 1976 and December 31, 2009 and have less than ten years of service, contribute 3% of their salary. Tier 5 employees who joined the NYSLERS on or after January 1, 2010 contribute 3% of their salary during their entire length of service. Tier 6 employees who joined the NYSLERS on or after April 1, 2013 contribute 3% of their salary through March 31, 2013 and up to 6% thereafter, based on their annual salary, during their entire length of service. Members become vested in the plan after ten years of service and generally are eligible to receive benefits at age 55. The benefit is generally 1.67 percent of final average salary (FAS) times the number of years of service, for members who retire with less than 20 years of service, and 2 percent of FAS for members who retire with 20 or more years of service. The NYSLERS provides an annual automatic cost of living adjustment to members or surviving spouses based on certain eligibility criteria.

The NYSLERS and the Plan provide retirement benefits as well as death and disability benefits. Obligations of employers and employees to contribute and benefits to employees are governed by the New York State Retirement and Social Security Law (NYSRSSL). As set forth in the NYSRSSL, the Comptroller of the State of New York (Comptroller) serves as sole trustee and administrative head of the NYSLERS and the Plan. The Comptroller adopts and may amend rules and regulations for the administration and transaction of the business of the NYSLERS and the Plan, and for the custody and control of their funds. Under the authority of the NYSRSSL, the Comptroller shall certify annually the rates expressed as proportions of payroll of members, which shall be used in computing the contributions required to be made by employers.

The Authority is required to contribute at an actuarially determined rate. The average contribution rate relative to payroll for the NYSLERS fiscal year ended March 31, 2019 was 15%. The average contribution rates relative to payroll for the NYSLERS fiscal years ending March 31, 2020 and 2021 have been set at approximately 15% for both years. The required contributions for 2019 and 2018 were \$30 million and \$28 million, respectively. The Authority's contributions to the NYSLERS were equal to 100% of the required contributions for each year.

The NYSLERS and the Plan issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Employees' Retirement System, 110 State Street, Albany, NY 12244 or may be found on the internet at www.osc.state.ny.us/retire/publications/index.php.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2019, the Authority reported a liability of \$53 million for its proportionate share of the net pension liability. The NYSLERS total pension liability, which was used to calculate the NYSLERS net pension liability, was determined by the NYSLERS actuarial valuation as of March 31, 2019 (measurement date). The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At March 31, 2019, the Authority's proportion percentage (0.671%) of the net pension liability changed slightly compared to its proportion measured as of March 31, 2018 (0.639%). The Canal Corporation's proportionate share was 0.08% at March 31, 2019 and March 31, 2018.

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For the year ended December 31, 2019 and 2018, the Authority recognized pension expense of \$35 million and \$28 million, respectively. At December 31, 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>
	(In millions)	
Difference between expected and actual experience	\$ 10	\$ 3
Net difference between projected and actual earnings on investments	–	14
Change of assumptions	13	–
Net difference between employer contributions and proportionate share of contributions	4	3
Employer contributions subsequent to the measurement date	31	–
Total	<u>\$ 58</u>	<u>\$ 20</u>

The \$31 million reported as deferred outflows of resources related to pensions resulting from the Authority's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2020. The other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in millions):

Year ending December 31,	
2020	\$ 11
2021	(10)
2022	(1)
2023	7
Total	<u>\$ 7</u>

Actuarial Assumptions

The NYSLERS total pension liability at March 31, 2019 was determined by using the NYSLERS actuarial valuation as of April 1, 2018 with updated procedures to roll forward the NYSLERS total pension liability to March 31, 2019. The following actuarial assumptions were used for the April 1, 2018 NYSLERS actuarial valuation:

Actuarial cost method:	Entry age normal
Inflation rate:	2.5%
Salary increases:	4.2% annually
Investment rate of return:	7.0% compounded annually, net of investment
Cost of living adjustments:	1.3 % annually

The NYSLERS Annuitant mortality rates are based on April 1, 2010 – March 31, 2015 NYSLERS experience with adjustments for mortality improvements based on the Society of Actuaries' Scale MP-2014. The actuarial assumptions used in the April 1, 2018 valuation are based on the results of an actuarial experience study for the period April 1, 2010 – March 31, 2015.

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The NYSLERS long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2019 are summarized below.

Long-Term Expected Rate of Return

Asset Type	Target Allocation	Long-term Expected Real Rate
Domestic Equity	36%	4.55%
International Equity	14	6.35
Private Equity	10	7.50
Real Estate	10	5.55
Absolute Return	2	3.75
Opportunistic Portfolio	3	5.68
Real Asset	3	5.29
Bonds and Mortgages	17	1.31
Cash	1	(0.25)
Inflation Indexed Bonds	4	1.25
	100%	

Discount Rate

The NYSLERS discount rate used to calculate the total pension liability for the March 31, 2019 and 2018 measurement date was 7.0%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the NYSLERS fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0 percent) or one percentage point higher (8.0 percent) than the current rate:

	<u>1% Decrease</u>	<u>Current Assumption</u>	<u>1% Increase</u>
Discount rate	6.0%	7.0%	8.0%
The Authority's proportionate share of the net pension liability (asset)	\$ 234 million	\$ 53 million	\$ (98) million

The NYSLERS actuary has not recommended any future changes to the actuarial assumptions used in the NYSLERS April 1, 2018 actuarial valuation.

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(11) Postemployment Benefits Other Than Pensions, Deferred Compensation and Savings

Adoption of GASB Statement No. 75

The Authority, effective January 1, 2018, adopted Government Accounting Standard Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GAS No. 75). GAS No. 75 refines reporting guidance established under GAS No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. GAS No. 75 requires governments that provide OPEB plans to their employees, to recognize their long-term obligation for OPEB benefits as a liability and to more comprehensively and comparably measure the annual costs of OPEB benefits. GAS No. 75 concluded that OPEB's are a form of employee compensation and should be recognized in the same period in which the compensated service is provided by the employees. GAS No. 75 also eliminated the phase-in over a period of years of the amortization for the unfunded actuarial accrued liabilities (or funding excess). GAS No. 75 also enhances accountability and transparency through revised and new note disclosures and required supplemental information. As a result of the adoption of GAS No. 75, the Authority recorded a \$(107) million adjustment to its January 1, 2018 net position reflected in its consolidated statements of revenues, expenses and changes in net position for the year ended December 31, 2018. See Note 2 (t) "Summary of Significant Accounting Policies –New Accounting Pronouncements" of the notes to the consolidated financial statements.

(a) *Power Authority*

The Power Authority provides certain health care and life insurance benefits for eligible retired employees and their dependents under a single employer noncontributory (except for certain optional life insurance coverage) health care plan (Power Authority OPEB Plan). Employees and/or their dependents become eligible for these benefits when the employee has at least 10 years of service and retires or dies while working at the Power Authority. Salaried employees hired after December 31, 2015 and IBEW employees hired after October 15, 2015, become eligible after 15 years of service. In addition, they will be required to contribute 50% of the active plan contribution.

The Power Authority has an established trust for OPEB obligations (OPEB Trust), with the trust to be held by an independent custodian. Plan members are not required to contribute to the OPEB Trust. The OPEB Trust is set-up to pay for the exclusive benefit of the OPEB Trust. The funding of the Power Authority's OPEB Trust is at the discretion of management as approved by the Board of Trustees. The Power Authority made contributions on a pay-as you go basis in 2019 and 2018 and did not contribute any amount beyond these contributions to the OPEB Trust.

As of the December 31, 2019, the following current and former employees were covered by the benefit terms, under the Plan. It is assumed that 100% of future retirees who meet the eligibility requirements will participate in the OPEB plan.

Active employees	1,867
Inactive employees and beneficiaries, receiving and or entitled to benefits	<u>2,914</u>
Total	<u>4,781</u>

OPEB Expense and Deferred Outflows of Resources and Deferred inflows of Resources Related to OPEB

For the year ended December 31, 2019, the Authority recognized OPEB expense of \$14.9 million. At December 31, 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

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	Deferred Outflows of Resources	Deferred Inflows of Resources
	(In millions)	
Differences between expected and actual experience	\$ —	\$ —
Changes in assumptions	—	—
Differences between projected & actual investment earnings	62	31
Employer contributions subsequent to the measurement date	25	—
Total	\$ 87	\$ 31

The \$25 million reported as deferred outflows of resources related to OPEB resulting from the Authority's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the following year. The other amount reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ending December 31,	(In millions)
2020	\$ 5
2021	5
2022	5
2023	16
	\$ 31

Net OPEB Liability

The Authority's net OPEB liability (asset) was measured as of December 31, 2018, and the total OPEB liability used to calculate the net OPEB liability (asset) was based on a no gain or loss rollforward of the December 31, 2017 valuation. The Authority's net OPEB asset of \$5 million is recorded in miscellaneous receivables in current assets, respectively, in the Authority's consolidated statements of net position.

The following table shows the components of the Authority's changes in its total OPEB liability, the OPEB fiduciary net position, and the net OPEB (asset) during the measurement period ending December 31, 2018.

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB (Asset)
	Increase (Decrease) (In millions)		
Balance – beginning of year	\$ 535	\$ 603	\$ (68)
Service Cost	12	—	12
Interest	38	—	38
Differences between expected and actual experience	—	—	—
Contributions – employer	—	25	(25)
Net investment income	—	(36)	(36)
Benefit payments	(25)	(25)	—
Administrative expense	—	(2)	(2)
Net changes	25	(38)	63
Balance – end of year	\$ 560	\$ 565	\$ (5)

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The components of the net OPEB asset at December 31, 2019, were as follows (in millions):

Total OPEB liability	\$ 590
Plan fiduciary net position	(686)
Net OPEB (Asset)	<u>\$ (96)</u>
Plan fiduciary net position as a percentage of the total OPEB liability	116%

Actuarial Assumptions

The total OPEB liability in the December 31, 2017 biennial actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Investment rate of return:	7.00%
Inflation:	2.50%
Healthcare Cost Trend Rates:	Pre-Medicare - 8.0 percent for 2018, decreasing 0.5 percent per year to an ultimate rate of 4.5 percent for 2025 and later years. Post-Medicare - 5.1 percent for 2018, decreasing to an ultimate rate of 4.5 percent for 2025. Prescription drugs (Rx) – 9.0 percent for 2018, decreasing to an ultimate rate of 4.5 percent for 2025.
Salary increases:	Varies by service, average of 4.5 percent for 1-5 years of service, 3.8 percent for 6-10 years of service, 3.3 percent for 11-15 years of service, and 3.0 percent for 20 years or more of service.
Mortality:	Gender distinct pre- and post-commencement rates based on experience under the New York State Local Retirement System. Base rates reflect a 2014 base year, and the MP-2017 Projection Scale is applied to the base rates.

Long-Term Expected Rate of Return

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best estimate ranges of expected future real rates (expected returns net of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Type	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	37 %	5.3 %
International Equity	24	7.9
Fixed Income	30	2.4
Real Estate	6	6.5
Cash	3	2.0
Total	<u>100 %</u>	

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Rate of Return

For the year ended December 31, 2019, the annual money-weighted rate of return on investments, net of investment expense, was 21.42 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount Rate

The discount rate used to calculate the total OPEB liability was 7.0%, the long-term rate of return on the OPEB Trust assets. The projection of cash flows used to determine the discount rate assumed that NYPA will contribute at a rate equal to the average of contributions made over the most recent five-year period (2013 through 2017), and that contributions apply first to service cost of current and future plan members and then to past service costs. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees for the foreseeable future.

Sensitivity of the Net OPEB (Asset) to Changes in the Discount Rate

Changes in the discount rate affect the measurement of the total OPEB liability. The following table depicts the Authority's Net OPEB liability / (asset), as well as the sensitivity of using a discount rate that is 1 percentage point lower (6.0 percent) or 1 percentage point higher (8.0 percent) than the current discount rate:

	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)
Net OPEB Liability / (Asset)	\$ 73 million	\$ (5) million	\$ (69) million

Sensitivity of the Net OPEB Liability / (Asset) to Changes in the Healthcare Cost Trend Rates

Changes in the healthcare cost trends affect the measurement of the total OPEB liability. The table below shows the sensitivity of the net OPEB liability / (asset) to the changes in the healthcare cost trends:

	1% Decrease	Current Healthcare Trend Rate	1% Increase
Net OPEB Liability / (Asset)	\$ (82) million	\$ (5) million	\$ 99 million

(b) Canal Corporation

The Canal Corporation provides health care and death benefit for eligible retired employees. Substantially all employees may become eligible for these benefits if they reach normal retirement age while working for the Canal Corporation. The Canal Corporation participates, pursuant to the provision of Section 163(4) of the New York State Civil Service Law, in the New York State health Insurance Program (NYSHIP). NYSHIP does not issue a standalone financial report since there are no assets legally segregated for the sole purpose of paying benefits under the plan.

To be eligible an employee must (1) retiree as a member of Canal Corporation, or be at least 55 years old at time of termination; (2) be enrolled in the NYSHIP on date of retirement; and (3) complete at least 5 years

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of service for the retiree and dependent to have coverage while the employee is living. Ten years of service are needed for continued dependent coverage upon death of the employee. The Plan currently pays a portion of the medical premium cost for retired employees and covered dependents. Additionally, the Plan reimburses retirees and covered dependents for their Medicare Part B premiums.

As of the December 31, 2017 actuarial valuation, the following current and former employees were covered by the benefit terms, under the Plan. It is assumed that 100% of future retirees who meet the eligibility requirements will participate in the OPEB plan.

Active employees, including opt-out (actives not in medical plan)	494
Inactive employees and beneficiaries, receiving and or entitled to benefits	<u>579</u>
Total	<u><u>1,073</u></u>

OPEB Expense and Deferred Outflows of Resources and Deferred inflows of Resources Related to OPEB

The Authority's consolidated financial statements include the Canal Corporation's OPEB costs of \$16.0 million, for the year ended December 31, 2019. In addition, the Authority's consolidated statements include the Canal Corporations deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
	(in millions)	
Differences between expected & actual experience	\$ —	\$ —
Changes in assumptions	12	15
Employer contributions subsequent to the measurement date	6	—
Total	<u>\$ 18</u>	<u>\$ 15</u>

The \$6 million reported as deferred outflows of resources related to OPEB resulting from the Canal Corporation's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the following year. The other amount reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year ending December 31,</u>	(in millions)
2020	\$ —
2021	—
2022	—
2023	(3)
	<u>\$ (3)</u>

Total OPEB Liability

The Canal Corporation's total OPEB liability was measured as of December 31, 2018, based on a no gain or loss rollforward of the May 1, 2018 valuation. The Canal Corporation's total OPEB liability is recorded

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in the Authority's consolidated statements of net position in other long-term liabilities in the amount of \$226 million.

The following table shows the components of the Canal Corporation's changes in its total OPEB liability during the measurement period ending December 31, 2018.

	<u>Total OPEB Liability</u> Increase (Decrease) (in millions)
Balance – beginning of year	<u>\$ 234</u>
Changes for the year:	
Service cost	9
Interest	7
Changes of benefit terms	–
Differences between expected & actual experience	–
Changes of assumptions	(18)
Benefit payments	<u>(6)</u>
Net Changes in Total OPEB Liability	<u>(8)</u>
Balance – end of year	<u><u>\$ 226</u></u>

Actuarial Assumptions

The total OPEB liability in the December 31, 2017 biennial actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation:	2.50%
Healthcare Cost Trend Rates:	Pre-Medicare - 5.75 percent for 2018, decreasing to an ultimate rate of 4.5 percent for 2025 and later years. Post-Medicare - 5.1 percent for 2018, decreasing to an ultimate rate of 4.5 percent for 2025. Prescription drugs (Rx) – 9.0 percent for 2018, decreasing to an ultimate rate of 4.5 percent for 2025.
Salary increases:	Varies by service, average of 4.5 percent for 1-5 years of service, 3.8 percent for 6-10 years of service, 3.3 percent for 11-15 years of service, and 3.0 percent for 20 years or more of service.
Mortality:	Gender distinct pre- and post-commencement rates based on experience under the New York State Local Retirement System. Base rates reflect a 2014 base year, and the MP-2017 Projection Scale is applied to the base rates.

Discount Rate

The discount rate at the measurement date used to calculate the total OPEB liability is 3.64%. The discount rate is based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 31, 2018. Benefit

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payments are funded on a pay-as-you go basis. The discount rate at the previous measurement date is 3.16% based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 29, 2017.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

Changes in the discount rate affect the measurement of the total OPEB liability. The following table depicts the Canal Corporation' Total OPEB liability, as well as the sensitivity of using a discount rate that is 1 percentage point lower (2.64 percent) or 1 percentage point higher (4.64 percent) than the current discount rate:

	1% Decrease (2.64%)	Current Discount Rate (3.64%)	1% Increase (4.64%)
Total OPEB Liability	\$ 266 million	\$ 226 million	\$ 194 million

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

Changes in the healthcare cost trends affect the measurement of the total OPEB liability. The table below shows the sensitivity of the total OPEB liability to the changes in the healthcare cost trends:

	1% Decrease	Current Healthcare Trend Rate	1% Increase
Total OPEB Liability	\$ 184 million	\$ 226 million	\$ 284 million

(c) Deferred Compensation and Savings Plans

The Power Authority offers union employees and salaried employees a deferred compensation plan created in accordance with Internal Revenue Code, Section 457. This plan permits participants to defer a portion of their salaries until future years. Amounts deferred under the plan are not available to employees or beneficiaries until termination, retirement, death or unforeseeable emergency.

The Power Authority also offers salaried employees a savings plan created in accordance with Internal Revenue Code, Section 401(k). This plan also permits participants to defer a portion of their salaries. The Power Authority matches contributions of employees up to limits specified in the plan. Matching annual contributions were approximately \$3.5 million and \$3.7 million for 2019 and 2018, respectively.

Both the deferred compensation plan and the savings plan have a loan feature.

Independent trustees are responsible for the administration of the 457 and 401(k) plan assets under the direction of a committee of union representatives and nonunion employees and a committee of nonunion employees, respectively. Various investment options are offered to employees in each plan. Employees are responsible for making the investment decisions relating to their savings plans.

(12) Nuclear Plant Divestiture and Related Matters

On November 21, 2000, the Power Authority sold the James A. Fitzpatrick nuclear plant (JAF) and the Indian Point 3 nuclear plant (IP3) to two subsidiaries of Entergy Corporation (collectively, Entergy or the Entergy Subsidiaries). On March 31, 2017, Entergy transferred JAF to Exelon Generation Company, LLC (Exelon).

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In accordance with the Nuclear Waste Policy Act of 1982, in June 1983, the Power Authority entered into a contract with the U.S. Department of Energy (DOE) under which DOE, commencing not later than January 31, 1998, would accept and dispose of spent nuclear fuel. In conjunction with the sale of the nuclear plants, the Power Authority's contract with the DOE was assigned to Entergy. Entergy assigned the portion of the pre-1983 spent fuel obligation applicable to JAF to Exelon in connection with the sale of JAF to Exelon. The Power Authority remains liable for the pre-1983 spent fuel obligation to Exelon for JAF and to Entergy for IP3 (see Note 13(e) "Commitments and Contingencies – New York State Budget and Other Matters" relating to a temporary transfer of such funds to the State). As of December 31, 2019 and 2018, the pre-1983 spent fuel liability for JAF and IP3 totaled \$228 million and \$223 million, respectively.

(13) Commitments and Contingencies

(a) *Power Programs*

Recharge New York Power Program

Chapter 60 (Part CC) of the Laws of 2011 (Chapter 60) established the "Recharge New York Power Program" (RNYPP), administered by the Authority, which has as its central benefit up to 910 MW of low cost power comprised of up to 455 MW of hydropower from the Niagara and St. Lawrence-FDR Projects and up to 455 MW of other power procured by the Authority from other sources. The 910 MW of power is available for allocation as provided by Chapter 60 to eligible new and existing businesses and not-for-profit corporations under contracts of up to seven years. RNYPP was effective beginning July 1, 2012.

The hydropower used for the RNYPP was power formerly used to provide low-cost electricity to domestic and rural customers of the three private utilities that serve upstate New York. To mitigate the impacts from the redeployment of this hydropower for the RNYPP, Chapter 60 created a "Residential Consumer Discount Program" (RCDP). The RCDP authorizes the Authority, as deemed feasible and advisable by its Trustees, to provide annual funding of \$100 million for the first three years following withdrawal of the hydropower from the residential and farm customers, \$70 million for the fourth year, \$50 million for the fifth year, and \$30 million each year thereafter, for the purpose of funding a residential consumer discount program for those customers that had formerly received the hydropower that is utilized in the RNYPP. Chapter 60 further authorizes the Authority, as deemed feasible and advisable by the Trustees, to use revenues from the sales of hydroelectric power, and such other funds of the Authority, as deemed feasible and advisable by the Trustees, to fund the RCDP. The Authority's Trustees have authorized the release of a total \$564 million for the period from August 2011 to December 2019 in support of the RCDP. The Authority supplemented the market revenues through the use of internal funds, from the August 2011 start of the program through December 31, 2019, totaling approximately \$67 million. Operations and maintenance expenses included \$30 million of residential consumer discounts in each year ended December 31, 2019 and 2018.

Western New York Power Proceeds Allocation Act

Effective March 30, 2012, Chapter 58 (Part GG) of the Laws of 2012 (Chapter 58) created the Western New York Power Proceeds Act (WNYPPA). The WNYPPA authorizes the Authority, as deemed feasible and advisable by the Trustees, to deposit net earnings from the sale of unallocated Expansion Power and Replacement Power from the Authority's Niagara project into an account administered by the Authority known as the Western New York Economic Development Fund (WNYED Fund). Net earnings are defined as any excess revenues earned from such power sold into the wholesale market over the revenues that would have been received had the power been sold at the Expansion Power and Replacement Power rates. Proceeds from the Fund may be used to support eligible projects undertaken within a 30-mile radius of the Niagara power project that satisfy applicable criteria. Chapter 58 also establishes a five-member Western New York Power Allocations Board, which is appointed by the Governor. Chapter 58 also repealed Chapter 436 of the Laws of 2010 which had created a similar program that could not be effectively implemented.

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The Authority's Trustees have approved the release of up to \$64 million in net earnings, calculated for the period August 30, 2010 through December 31, 2019 as provided in the legislation, for deposit into the Fund. As of December 31, 2019, approximately \$42 million has been deposited into the Fund. As of December 31, 2019, the Authority has approved awards of Fund money totaling approximately \$38 million to businesses that have proposed eligible projects and has made payments totaling \$32 million to such businesses. Payment of these awards is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

Northern New York Power Proceeds Allocation Act

Chapter 545 of the Laws of 2014 enacted the "Northern New York Power Proceeds Act" (NNYPPA). The NNYPPA authorizes the Authority, as deemed feasible and advisable by the Trustees, to deposit "net earnings" from the sale of unallocated St. Lawrence County Economic Development Power (SLCEDP) by the Authority in the wholesale energy market into an account the Authority would administer known as the Northern New York Economic Development Fund (NNYED Fund), and to make awards to eligible applicants that propose eligible projects that satisfy applicable criteria. The NNYPPA also establishes a five-member Northern New York Power Allocations Board appointed by the Governor to review applications seeking NNY Fund benefits and to make recommendations to the Authority concerning benefits awards.

SLCEDP consists of up to 20 MW of hydropower from the Authority's St. Lawrence-FDR Power Project which the Authority has made available for sale to the Town of Massena Electric Department ("MED") for MED to sub-allocate for economic development purposes in accordance with a contract between the parties entered into in 2012 (Authority-MED Contract). The NNYPPA defines "net earnings" as the aggregate excess of revenues received by the Authority from the sale of energy associated with SLCEDP by the Authority in the wholesale energy market over what revenues would have been received had such energy been sold to MED on a firm basis under the terms of the Authority-MED contract. For the first 5 years after enactment, the amount of SLCEDP the Authority could use to generate net earnings may not exceed the lesser of 20 MW or the amount of SLCEDP that has not been allocated by the Authority pursuant to the Authority-MED contract. Thereafter, the amount of SLCEDP that the Authority could use for such purpose may not exceed the lesser of 10 MW or the amount of SLCEDP that has not been allocated.

As of December 31, 2019, the Authority's Trustees approved the release of funds, of up to \$14 million, into the NNYED Fund representing "net earnings" from the sale of unallocated SLCEDP into the wholesale energy market for the period December 29, 2014 through December 31, 2019. As of December 31, 2019, approximately \$5 million has been deposited into the Fund. As of December 31, 2019, the Authority has approved awards of NNYED Fund money totaling approximately \$2 million to businesses that have proposed eligible projects. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

(b) Governmental Customers in the New York City Metropolitan Area

In 2018 and 2019, the Authority executed new supplemental long-term electricity supply agreements (Supplemental LTAs) with its eleven NYC Governmental Customers. Under the Supplemental LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2027, with the NYC Governmental Customers having the right to (1) terminate at any time upon at least 12 months' notice or (2) terminate effective December 31, 2022 upon at least 6 months' notice. Under the Supplemental LTAs, fixed costs were set for each customer and are subject to renegotiation in 2022. Variable costs, including fuel, purchased power and NYISO related costs, will be passed through to each customer by an energy charge adjustment.

The Authority's other Southeastern New York (SENY) Governmental Customers are Westchester County and numerous municipalities, school districts, and other public agencies located in Westchester County

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(collectively, the “Westchester Governmental Customers”). The Authority has entered a supplemental electricity supply agreement with all 103 Westchester Governmental Customers. Among other things, under the agreement, an energy charge adjustment mechanism is applicable, and customers are allowed to partially terminate service from the Authority on at least two months’ notice prior to the start of the NYISO capability periods. Full termination is allowed on at least one year’s notice, effective no sooner than January 1 following the one year notice.

Astoria Energy II

In 2008, the Authority entered a long-term electricity supply contract with Astoria Energy II LLC for the purchase of the output of Astoria Energy II, a new 550-MW plant, which was constructed and entered into commercial operation on July 1, 2011 in Astoria, Queens. The delivery period under the contract is through 2031. The Authority’s contract with the customers served by the output of Astoria Energy II is coterminous with the power purchase agreement with Astoria Energy II LLC, and all net costs of the Authority under the power purchase agreement with Astoria Energy II LLC are direct pass through to such customers for the full term of the power purchase agreement.

The Authority is accounting for and reporting this lease transaction as a capital lease in the amount of \$1.077 billion as of December 31, 2019, which reflects the present value of the monthly portion of lease payments allocated to real and personal property. The balance of the monthly lease payments represents the portion of the monthly lease payment allocated to operations and maintenance costs which are recorded monthly. As of December 31, 2019, the Authority has a recorded capital asset (net of depreciation) of \$713 million and a regulatory asset with respect to the recoverable cost associated with the lease obligation of \$364 million (see note 2 (l) “Summary of Accounting Policies – Other Long-Term Assets” of the notes to the consolidated financial statements).

HTP Transmission Line

In 2011 the Trustees authorized Authority staff to enter into an agreement with Hudson Transmission Partners, LLC (“HTP”) for the purchase of capacity to meet the long-term requirements of the Authority’s NYC Governmental Customers and to improve the transmission infrastructure serving New York City through the transmission rights associated with HTP’s transmission line (the “Line”) extending from Bergen County, New Jersey in the PJM Interconnection, LLC (PJM) transmission system, to Consolidated Edison Company of New York, Inc.’s (“Con Edison”) West 49th Street substation in the NYISO. Specifically, the Authority executed a Firm Transmission Capacity Purchase Agreement (FTCPA) with HTP under which the Authority gained the entitlement to 75% of the Line’s 660 MW capacity, or 495 MW, for 20 years. On March 31, 2017, the Authority and HTP amended the FTCPA to, among other changes, (a) create a mechanism for HTP to relinquish its Firm Transmission Withdrawal Rights as discussed below and (b) increase the Authority’s leased portion of the Line’s capacity to 87.12%, or 575 MW, at a monthly capacity charge rate that represents a decrease in the unit price (on a \$/MW-month basis) paid to HTP in the original FTCPA.

The Authority’s payment obligations under the FTCPA include capacity payments, interconnection and transmission upgrades, and Regional Transmission Enhancement Plan (“RTEP”) charges allocated to HTP in accordance with the PJM tariff. Interconnection and transmission upgrades were completed in 2018 at a total cost to the Authority of \$334.9 million. The RTEP charges imposed upon HTP, which are still subject to legal challenge, are discussed in more detail below.

It is estimated that the revenues derived from the Authority’s rights under the FTCPA will not be sufficient to fully cover the Authority’s costs under the FTCPA during the 20-year term of the FTCPA. In December 2019, the Authority estimated that its under-recovery of costs for the Line could be in the range of approximately \$91 million to \$95 million per year over the period from 2020-2023. The under-recovery

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estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades and energy revenues.

The Authority's obligations under the FTCPA include payment of the RTEP charges allocated to HTP. From June 2013 through December 2019, the Authority has paid approximately \$97 million in RTEP charges for the Line. Effective 2018, HTP relinquished the Firm Transmission Withdrawal Rights ("FTWRs") held by HTP on the Line that were the basis for the bulk of its RTEP allocations. PJM's annual RTEP cost allocation update for 2018 eliminated the Authority's obligation in 2018 and beyond to pay RTEP charges related to the Bergen Linden Corridor project, which accounted for the bulk of the RTEP charges allocated to HTP.

(c) ***Small, Clean Power Plants***

To meet capacity deficiencies and ongoing load requirements in the New York City metropolitan area in the early 2000s, the Authority placed into operation the Small, Clean Power Plants (SCPPs), consisting of eleven natural-gas-fueled combustion-turbine electric units, six sites in New York City and one site in the service region of LIPA.

As a result of the settlement of litigation relating to certain of the SCPPs, the Authority has agreed under the settlement agreement to cease operations at one of the SCPP sites, which houses two units, under certain conditions and if the Mayor of New York City directs such cessation. No such cessation has occurred.

(d) ***Legal and Related Matters***

St. Regis Litigation

In 1982 and again in 1989, several groups of Mohawk Indians, including a Canadian Mohawk tribe, filed lawsuits (the St. Regis litigation) against the State, the Governor of the State, St. Lawrence and Franklin counties, the St. Lawrence Seaway Development Corporation, the Authority and others, claiming ownership to certain lands in St. Lawrence and Franklin counties and to Barnhart, Long Sault and Croil islands. These islands are within the boundary of the Authority's St. Lawrence-FDR Project and Barnhart Island is the location of significant Project facilities. Settlement discussions were held periodically between 1992 and 1998. In 1998, the Federal government intervened on behalf of all Mohawk plaintiffs.

The parties agreed to a land claim settlement, dated February 1, 2005, which if implemented would have included, among other things, the payment by the Authority of \$2 million a year for 35 years to the tribal plaintiffs and the provision of up to 9 MW of low cost Authority power for use on the reservation. The legislation required to effectuate the settlement was never enacted and the litigation continued.

In 2013, all claims against the Authority were dismissed and the lawsuit against the Authority was concluded. On May 28, 2014, the State of New York, the St. Regis Mohawk Tribe, St. Lawrence County and the Authority executed a Memorandum of Understanding (St. Regis MOU) that outlined a framework for the possible settlement of all the St. Regis land claims. In the St. Regis MOU, the Authority endorses a negotiated settlement that, among other terms and conditions, would require the Authority to pay the Tribe \$2 million a year for 35 years and provide up to 9 MW of its hydropower at preference power rates to serve the needs of the Tribe's Reservation. The St. Regis MOU would require an Act of Congress to forever extinguish all Mohawk land claims prior to such a settlement becoming effective.

Any settlement agreement, including the terms endorsed in the St. Regis MOU, would in the first instance need to be negotiated and agreed upon by all parties to the St. Regis litigation, including parties that did not execute the St. Regis MOU, such as the two other Mohawk groups, the federal government and Franklin County. In addition, before any settlement becomes effective and the Authority is obligated to make any payments contemplated by the St. Regis MOU, federal and state legislation must be enacted which approves the settlement and extinguishes all Mohawk land claims.

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Auer. V. NYPA

The surviving plaintiff of a case known as Auer I, which resulted in a 1984 order issued by Judge Tenney of the New York State Supreme Court, Oswego County, brought an enforcement action seeking to enforce the 1984 order. The 1984 order related to the manner in which the Authority computes its rates for its preference power customers. By statute, those rates must be as low as possible, which essentially means the Authority must sell the power at its cost. The plaintiff contends that the Authority's rate-making methodology does not adhere to the statutory scheme nor spirit of the Auer I order and subsequent settlement. The plaintiff is seeking monetary damages of an unspecified amount. The plaintiff has also made a motion to add certain other residential customers of certain New York municipal electric systems to the action as additional plaintiffs.

The Authority successfully made a motion to transfer the venue from New York State Supreme Court in Oswego County to the same court in Albany County. The Authority had a motion pending in Albany County to dismiss the action on multiple grounds. Plaintiff then appealed the Oswego Judge's decision to transfer venue to the Appellate Division, Fourth Department. The Authority's motion to dismiss in Albany County was stayed pending the outcome of the appeal. On October 4, 2019, the Appellate Division, Fourth Department issued a decision that dismissed plaintiff's appeal of the change of venue motion and declared that the plaintiff has improperly brought this action which should have been commenced as a plenary action.

On December 2, 2019, the New York State Supreme Court, Albany County, issued an order granting the Authority's motion to dismiss the proceeding. Plaintiff did not appeal that decision. In addition, Plaintiff's motion to the Court of Appeals, seeking permission to further appeal the venue decision, was denied in an order dated February 18, 2020. This litigation has concluded with no financial impact on the Authority's consolidated financial statements.

Long Island Sound Cable Project

In January 2014, one of the Sound Cable Project underwater cables was severely impacted by an anchor and/or anchor chain dropped by one or more vessels, causing the entire electrical circuit to fail and the circuit to trip. As a result of the impact to the cable, dielectric fluid was released into Long Island Sound. At December 31, 2019 and December 31, 2018, the consolidated statements of net position includes approximately \$19 million and \$18 million, respectively, in other long-term assets, reflecting the cost of damages net of insurance recoveries. The Authority believes that it will be able to recover the full amount of its damages through legal proceedings, insurance coverage and contractual obligations.

Helicopter Incident Near the Authority's Transmission Lines in Beekmantown, New York

The Authority contracted with Northline Utilities, LLC ("Northline") to install fiber optic ground wire along the Authority's transmission system. Thereafter, Northline entered into a contract with Catalyst Aviation, LLC ("Catalyst") for helicopter services. On October 30, 2018, a Catalyst helicopter was destroyed when it collided with a wooden utility pole and power lines near Beekmantown, New York. Members of the helicopter crew were injured, and two members of that crew died as a result of their injuries. The Authority has received two notices of claim arising out of this incident. The Authority has pursued insurance coverage under Northline's insurance policies that name the Authority as an additional insured. The Authority tendered its defense of these Notices of Claim to Northline's insurer and the insurer has accepted the Authority's tender. The Authority believes that there exists sufficient insurance coverage to cover these claims. In any event, to the extent that the insurance coverage limitations are insufficient, Northline is responsible under the defense and indemnification provisions of its contract with the Authority.

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Other Actions or Claims

In addition to the matters described above, other actions or claims against the Authority are pending for the taking of property in connection with its projects, for negligence, for personal injury (including asbestos-related injuries), in contract, and for environmental, employment and other matters. All of such other actions or claims will, in the opinion of the Authority, be disposed of within the amounts of the Authority's insurance coverage, where applicable, or the amount which the Authority has available therefore and without any material adverse effect on the business of the Authority. While the Authority cannot presently predict the outcome of the matters described above or any related litigation, the Authority believes that it has meritorious defenses and positions with respect thereto. However, adverse decisions of a certain type in the matters discussed above could adversely affect Authority operations and revenues.

(e) *New York State Budget and Other Matters*

Section 1011 of the Power Authority Act (Act) constitutes a pledge of the State to holders of Authority obligations not to limit or alter the rights vested in the Authority by the Act until such obligations together with the interest thereon are fully met and discharged or unless adequate provision is made by law for the protection of the holders thereof. Bills are periodically introduced into the State Legislature, which propose to limit or restrict the powers, rights and exemption from regulation that the Authority currently possesses under the Act and other applicable law or otherwise would affect the Authority's financial condition or its ability to conduct its business, activities, or operations, in the manner presently conducted or contemplated by the Authority. It is not possible to predict whether any such bills or other bills of a similar type which may be introduced in the future will be enacted.

In addition, from time to time, legislation is enacted into New York law that purports to impose financial and other obligations on the Authority, either individually or along with other public authorities or governmental entities. The applicability of such provisions to the Authority would depend upon, among other things, the nature of the obligations imposed and the applicability of the pledge of the State set forth in Section 1011 of the Act to such provisions. There can be no assurance that in the case of each such provision, the Authority will be immune from the financial obligations imposed by such provision. Examples of such legislation affecting only the Authority include legislation, discussed below and elsewhere herein, relating to the Authority's voluntary contributions to the State, the Authority's temporary transfer of funds to the State, and contributions and transfers to fund temporary and permanent programs administered by the Authority and other State entities.

Budget

The Authority is requested, from time to time, to make financial contributions or transfers of funds to the State. Any such contribution or transfer of funds must (i) be authorized by law (typically, legislation enacted in connection with the State budget), and (ii) satisfy the requirements of the Bond Resolution. The Bond Resolution requirements to withdraw moneys "free and clear of the lien and pledge created by the (Bond) Resolution" are as follows: (1) such withdrawal must be for a "lawful corporate purpose as determined by the Authority," and (2) the Authority must determine "taking into account, among other considerations, anticipated future receipt of Revenues or other moneys constituting part of the Trust Estate, that the funds to be so withdrawn are not needed" for (a) payment of reasonable and necessary operating expenses, (b) an Operating Fund reserve for working capital, emergency repairs or replacements, major renewals, or for retirement from service, decommissioning or disposal of facilities, (c) payment of, or accumulation of a reserve for payment of, interest and principal on senior debt, or (d) payment of interest and principal on subordinate debt.

In May 2011, the Authority's Trustees adopted a policy statement (Policy Statement) which relates to, among other things, voluntary contributions, transfers, or other payments to the State by the Authority after that date. The Policy Statement provides, among other things, that in deciding whether to make such

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contributions, transfers, or payments, the Authority shall use as a reference point the maintenance of a debt service coverage ratio of at least 2.0 (this reference point should not be interpreted as a covenant to maintain any particular coverage ratio), in addition to making the other determinations required by the Bond Resolution. The Policy Statement may at any time be modified or eliminated at the discretion of the Authority's Trustees.

Temporary Asset Transfers

In addition to the authorization for voluntary contributions, as a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the State's Director of Budget, and the Authority, the Authority agreed to transfer approximately \$215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that had been set aside for payment to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage (see note 12 "Nuclear Plant Divestiture and Pre-1983 Spent Fuel Obligations"). The MOU provides for the return of these funds to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of the Authority's payment obligation related to the transfer and disposal of the spent nuclear fuel or September 30, 2017. Further, the MOU provides for the Authority to transfer within 180 days of the enactment of the 2009-2010 State budget \$103 million of funds set aside for future construction projects (Asset A), which amounts would be returned to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of when required for operating, capital or debt service obligations of the Authority or September 30, 2014. The MOU provides that the obligation of the State to return all or a portion of an amount equal to the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. Further, the MOU provides that as a condition to any such appropriation for the return of the moneys earlier than September 30, 2017 for the Spent Nuclear Fuel Reserves and earlier than September 30, 2014 for the construction projects, the Authority must certify that the monies available to the Authority are not sufficient to satisfy the purposes for which the reserves, which are the source of the funds for the transfer, were established.

In February 2009, the Authority's Trustees authorized the execution of the MOU relating to the temporary transfers of Asset B (\$215 million) and Asset A (\$103 million) and such transfers were made in March 2009 and September 2009, respectively, following Trustee approval.

In lieu of interest payments, the State has waived certain future payments from the Authority to the State. The waived payments include the Authority's obligation to pay amounts to which the State is entitled under a governmental cost recovery process for the costs of central governmental services. In the Second Amendment to the MOU discussed below, the Authority and the State agreed on a framework for alternative cost recovery agreements for each of State Fiscal Year 2017-18 through State Fiscal Year 2022-23 that the asset transfers have not been fully returned to the Authority that would relieve the Authority of up to \$5 million in cost recovery assessment payments to the State in each year.

On April 24, 2014, the Authority and the State executed an Amendment to the MOU which provides that the State shall, subject to appropriation by the State Legislature, return the \$103 million (Asset A) in five installments over State Fiscal Years 2014-2018. The Authority received cumulative installment payments of \$103 million as of December 31, 2018.

The Authority and the State executed a Second Amendment to the MOU, dated as of June 30, 2017, that provides for the return to the Authority of the \$215 million (Asset B) in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) \$22 million for State Fiscal Year 2017-18, (2) \$21 million for State Fiscal Year 2018-19, (3) \$43 million for State Fiscal Year 2019-20, (4) \$43 million for State Fiscal Year 2020-21, (5) \$43 million for State Fiscal Year 2021-22, and (6) \$43 million

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for State Fiscal Year 2022-23. The obligation of the State to return the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. The Authority has received cumulative installment payments of \$86 million and \$43 million as of December 31, 2019 and 2018, respectively. The asset transfers are reported in miscellaneous receivables and other (\$43 million as of December 31, 2019 and December 31, 2018) and in other noncurrent assets (\$86 million and \$129 million at December 31, 2019 and December 31, 2018, respectively) in the statements of net position.

(f) *Relicensing of Niagara*

By order issued March 15, 2007, FERC issued the Authority a new 50-year license for the Niagara project effective September 1, 2007. In doing so, FERC approved six relicensing settlement agreements entered into by the Authority with various public and private entities. By decision dated March 13, 2009, the U.S. Court of Appeals for the District of Columbia Circuit denied a petition for review of FERC's order filed by certain entities, thereby concluding all litigation involving FERC's issuance of the new license. In 2007, the Authority estimated that the capital cost associated with the relicensing of the Niagara project would be approximately \$495 million. This estimate does not include the value of the power allocations and operation and maintenance expenses associated with several habitat and recreational elements of the settlement agreements. As of December 31, 2019, the balance in the recorded liability associated with the Niagara relicensing on the statement of net position is \$225 million (\$18 million in current and \$207 million in other noncurrent liabilities).

In addition to internally generated funds, the Authority issued additional debt obligations in October 2007 to fund, among other things, Niagara relicensing costs. The costs associated with the relicensing of the Niagara project, including the debt issued therefore, were incorporated into the cost-based rates of the project beginning in 2007.

New York State Office of Parks, Recreation and Historic Preservation

On July 18, 2005, the Authority executed the Relicensing Settlement Agreement Addressing New License Terms and Conditions ("Settlement Agreement") entered into by several parties to the relicensing of the Niagara Project, including The New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). The Settlement Agreement provides, among other things, for the establishment of a Relicensing Settlement Agreement State Parks Greenway Fund, which is to be funded by the Authority in the amount of \$3 million per year to OPRHP for the term of the 50-year License. In 2012 and 2017, OPRHP requested that the Authority accelerate such payments by making two lump sum payments of approximately \$25 million each to pay for authorized projects. In order to make the lump sum payments, the Authority issued (a) \$25.2 million in subordinated notes in 2012 and (b) \$25.2 million in subordinated notes in 2017. The proceeds of those subordinated note issuances were made available to OPRHP (see Note 6 "Long-Term Debt – Subordinate Debt" of notes to the financial statements).

(g) *St. Lawrence-FDR Relicensing – Local Task Force Agreement*

The St. Lawrence-FDR Power Project No. 2000 Relicensing Agreement ("LGTFSA") between the Authority and the Local Government Task Force ("LGTF") provides for a review of the LGTFSA every ten years to discuss issues not contemplated at the time of relicensing in 2003. The first such review commenced in December 2013. The Authority and the LGTF entered into an agreement effective May 4, 2015 in which the Authority agreed to commit up to \$45.1 million over 10 years for certain actions, including to: (1) fund an economic development strategic marketing study (the "Marketing Study"); (2) temporarily reduce electricity costs for certain farms and businesses (the "Discount Program"); (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities.

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In July 2016, the Authority's Trustees approved a proposal to terminate the Discount Program early and repurpose funding to be used to support a collaborative marketing effort between the Authority and North Country communities through the St. Lawrence County Economic Development Study Advisory Board created in connection with the Marketing Study at the rate of \$2 million/year for five years (\$10 million total) commencing in 2017.

In July 2017, the Authority's Trustees approved: (1) a new temporary business incentive program consisting of a monetary discount or rebate that would be payable to eligible private business applicants who agree to establish new business operations in certain North Country counties ("Business Incentive Discount Program"); and (2) the repurposing of funds previously approved for the marketing effort to include funding for the Business Incentive Discount Program. Funding repurposed for the marketing effort, including the Business Incentive Discount Program, would not exceed a total of \$10 million.

As of December 31, 2019, the Authority has spent approximately \$27 million of the \$45.1 million authorized by the Trustees.

(h) *Relicensing of Blenheim-Gilboa Pumped Storage Power Project*

On April 30, 2019, the Federal Energy Regulatory Commission issued a new 50-year operating license, effective May 1, 2019, to the Power Authority for the Blenheim-Gilboa Pumped Storage Power Project. In May 2019, the Power Authority's Trustees accepted the new license and approved the settlement package with state and federal resource agencies, the towns of Gilboa and Blenheim, and Schoharie County. The Trustees also authorized \$37.1 million in capital expenditures for the period 2019-2069 for all compliance, implementation and settlement activities. Through December 31, 2019, the Authority has spent approximately \$1.2 million. In addition, through December 31, 2019, the Authority funded a Recreation Fund in the amount of \$2 million (total commitment under the settlement package is \$6 million) and an Ecological Fund in the amount of \$2 million (total commitment under the settlement package is \$3.5 million). As of December 31, 2019, the recorded a liability of the Blenheim-Gilboa Pumped Storage Power Project relicensing is approximately \$21 million.

(i) *Regional Greenhouse Gas Initiative, Clean Power Plant Rule, Proposed Affordable Clean Energy Rule and Air Pollution Rule*

The Regional Greenhouse Gas Initiative (the "RGGI") is a cooperative effort by Northeastern and Mid-Atlantic states, including New York, to reduce carbon dioxide emission levels. Participating states have established a regional carbon dioxide emissions cap from the power sector (fossil fuel-fired power plants 25MW or greater). The emissions cap reduces by 2.5% annually until 2020. Central to this initiative is the implementation of a multi-state cap-and-trade program with a market-based emissions trading system. The program requires electricity generators to hold carbon dioxide allowances in a compliance account in a quantity that matches their total emissions of carbon dioxide for the compliance period. The Authority's Flynn plant, the SCPPs, and 500-MW Plant are subject to the RGGI requirements as is the Astoria Energy II plant. The Authority has participated in program auctions to acquire carbon dioxide allowances, which the Authority requires to cover operation of its fossil-fueled power plants and the Astoria Energy II plant and expects to recover RGGI costs through its power sales revenues. The number of allowances offered in the auction by RGGI cap and trade program was reduced from allowances covering 165 million tons of carbon dioxide emissions in 2013 to 60.3 million tons in 2018 and will decline by 2.5% each year through 2020. On December 19, 2017, the RGGI states released an updated Model Rule that includes an additional 30% regional cap reduction between 2020 and 2030. The Authority is monitoring federal legislation and proposed programs that would impact RGGI.

On June 19, 2019, the United States Environmental Protection Agency (EPA) released its final Affordable Clean Energy (ACE) rule. This rule replaces the Clean Power Plan ("CPP") rule. The ACE rule established

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guidelines for states, including New York, to use for carbon dioxide emissions from coal-fired plants and other regulations for implementation of the Clean Air Act Section 111 (d) for existing power plants. Previously, the CPP Rule was stayed by the U.S. Supreme Court on February 9, 2016 pending disposition of petitions for review before the U.S. Court of Appeals for the District of Columbia Circuit. Thereafter, the D.C. Circuit Court granted EPA's motion to suspend cases challenging the CPP Rule, which the EPA has now rescinded and replaced, and is likely moot pending the D.C. Circuit Court formally ending the litigation. On August 13, 2019, twenty-two states, including New York, and seven local governments filed a petition with the U.S. Court of Appeals for the D.C. Circuit challenging the ACE rule (on August 14, 2019, a coalition of health and environmental groups followed suit by filing a petition challenging ACE). With regard to greenhouse gas emissions in New York, on July 18, 2019, Governor Andrew Cuomo signed the New York State Climate Leadership and Community Protection Act that sets a goal of net-zero carbon emissions for the entire state, not limited to the energy sector, by 2050 (85% reduction of greenhouse gas emissions from 1990 levels and implement measures to offset the remaining 15%), with a requirement for 70% of the state's electricity to be from renewable sources by 2030 (see discussion in "New Legislation Affecting the Authority"). The Authority continues to monitor developments in this area.

During 2011, the EPA issued a series of rulings to establish the Cross-State Air Pollution Rule ("CSAPR"), which was updated in 2016. The CSAPR establishes emission allowance budgets for sulfur dioxide and nitrogen oxides for eastern states, including New York, and requires power plants in those states to hold allowances to cover their emissions. Certain trading of allowances is authorized under the CSAPR. In July 2018, a proposed determination published by the EPA found that the 2016 CSAPR Update to the National Ambient Air Quality Standards ("NAAQS") was sufficient to address the good neighbor provisions of the Clean Air Act, and that no further rulemaking is required to address out-of-state emissions as additional upwind reductions are not required to meet the 2008 ozone NAAQS. The U.S. Court of Appeals for the D.C. Circuit has not yet decided the legality of the CSAPR 2016 update (oral arguments were heard by the Court in October 2018). The Authority continues to operate its fossil-fueled plants within the allocated allowances and anticipates that operation of its fossil-fueled plants will not be impacted by CSAPR.

(j) **Construction Contracts and Net Operating Leases**

Estimated costs to be incurred on outstanding contracts in connection with the Authority's construction programs aggregated approximately \$1.1 billion at December 31, 2019.

Noncancelable operating leases primarily include leases on real property (office and warehousing facilities and land) utilized in the Authority's operations. Rental expense for years ended December 31, 2019 and 2018 was \$5.6 million and \$3.2 million, respectively. Commitments under noncancelable operating leases are as follows:

	<u>Total</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Thereafter</u>
	(In millions)						
Operating leases	\$ 9.0	1.9	1.7	1.6	1.4	1.0	1.4

(k) **Other Developments**

Marcy to New Scotland Upgrade Project

On August 1, 2014, the Public Policy Transmission Planning Process administered by the NYISO invited solicitations of new transmission lines to relieve the congested Central East and UPNY/SENY transmission interfaces. In March 2016, the Authority executed a Memorandum of Understanding ("MOU") with North America Transmission ("NAT") to develop and submit proposals to the solicitation. The MOU provided

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that, if any of the Authority/NAT proposals are accepted, the Authority, at its sole discretion, may elect to purchase an ownership share in the project(s) or operate and maintain the project(s). In December 2016, the Authority's Trustees' approved funding in the amount of approximately \$1 million for the Authority's share of expenses pursuant to the MOU.

In June 2018, the Authority and NAT entered into a Participation Agreement that supersedes the MOU, which granted the Authority the option to secure an ownership interest of up to 37.5% in the jointly proposed projects. In April 2019, the NYISO board selected the project proposed by LS Power Grid New York, LLC (formerly known as NAT) and the Authority for Segment A (also known as the Marcy to New Scotland Upgrade Project) to increase transfer capability from central to eastern New York.

The NYISO estimated the total cost of the Segment A project to be about \$750 million (in 2018 dollars, including 30 percent contingency). In August 2019, LS Power and the Authority submitted an Article VII application to the PSC and the Authority filed an incentive to FERC under Order 679. If the PSC authorizes the project, construction of the project would begin, which is targeted for late 2020. Ultimately, the transmission lines to be rebuilt as part of the Segment A project are expected to be energized as part of the New York electrical system by the end of 2023.

In May 2019, the Authority's Trustees approved capital expenditures of approximately \$28 million for the Segment A project. In December 2019, the Authority's Trustees approved a capital commitment of \$275 million for the Segment A project as part of the 2020-2023 Budget and Financial Plan. As of December 31, 2019, the Authority has spent approximately \$4.6 million. In consideration of maintaining the purchase option under the Participation Agreement, the Authority will fund 33% of the Segment A project development costs until such time as the Authority decides to exercise its 37.5% purchase option.

The Development Agreement was approved by the Authority's Trustees in January 2020 and the executed agreement was filed at FERC on March 4, 2020. The Authority expects its costs with respect to the development of the Segment A project to be recovered through FERC's cost-recovery mechanisms.

Build Smart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO 88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent within seven years – an initiative designed to produce significant savings for New York taxpayers, generate jobs, and significantly reduce greenhouse gas emissions. To meet this initiative, the Governor launched Build Smart NY, a plan to strategically implement EO 88 by accelerating priority improvements in energy performance. The Authority has offered to provide low-cost financing for this initiative for state owned buildings and an additional \$350 million for towns and municipalities. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. In addition, as provided for in EO 88, the Authority has established a central management and implementation team which designed implementation guidelines milestones and data collection and analysis systems to support the program. As of December 31, 2019, the Authority has in aggregate provided approximately \$651 million in financing for energy efficiency projects at State agencies and authorities covered by EO 88.

Clean Energy Standard

On August 1, 2016, the NYPSC issued an order establishing a Clean Energy Standard (the "CES Order") to implement the clean energy goals of the State Energy Plan. Pursuant to the CES Order, load serving entities identified in the order are required to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA") to support the preservation of existing at-risk zero emissions nuclear generation. The Authority is not subject to NYPSC jurisdiction for purposes of the CES Order but has assumed an obligation to purchase ZECs consistent with the terms of the CES Order and intends to seek recovery of such costs from the Authority's customers. On January 31, 2017, the Authority's

NEW YORK POWER AUTHORITY
Notes to the Consolidated Financial Statements
December 31, 2019 and 2018

Trustees authorized (a) participation in the NYPSC's ZEC program and (b) execution of an agreement with NYSERDA to purchase ZECs associated with the Authority's applicable share of energy sales. The Authority and NYSERDA executed an agreement covering a two year period from April 1, 2017 to March 31, 2019 under which the Authority committed to purchase ZECs in a quantity based on its proportional load in the New York control area. As of March 2020, the Authority estimates that it will incur ZEC purchase costs associated with participation in the ZEC program of approximately \$289.7 million in aggregate over the 2020-2023 period, of which approximately \$31.2 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order. As of December 31, 2019, the Authority has paid \$150.1 million in ZEC purchase costs.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, has developed an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. Costs to the Authority are estimated at \$20 million over the initial three year period and are not expected to exceed \$50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILe participants. On July 25, 2017, the Authority's Trustees authorized capital expenditures in the amount of \$20 million for the initial phase of AGILe, which has since commenced. As of December 31, 2019, approximately \$4.7 million has been spent.

Moses Adirondack Line

The Authority is moving forward with its plans to update a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The project covers 78 miles of 230 kV transmission line from Massena to the Town of Croghan in Lewis County. In July 2017, the Authority received authorization under the NYISO tariff to include the costs of this project in its NYPA Transmission Adjustment Charge mechanism for cost recovery of the Authority's transmission system costs, which means that the costs will be allocated to all ratepayers in the State. The project includes the update of obsolete wood pole structures with higher, steel pole structures, as well as update of failing conductor with new conductor and insulation. The line will operate at its current 230 kV level, but the conductor and insulation design will accommodate future 345 kV operation. The Authority anticipates that the Moses Adirondack line will support the transmission of growing levels of renewable generation located in upstate New York and Canada, such as wind and hydroelectricity, and assist in meeting the State's renewable energy goals. The rebuilt line is also expected to enhance grid reliability by supporting the NYISO's black start plan. On September 21, 2018, the Public Service Commission (PSC) determined that the Authority's April 2018 Article VII application was complete. The PSC granted the Certificate of Compatibility and Public Need for the project on November 14, 2019, approving the Joint Proposal. On February 6, 2020, the PSC issued an order approving Part One of the Environmental Management and Construction Plan. Additionally, the Authority has received its Nationwide Permit from the U.S. Army Corps of Engineers and the New York State Department of Public Service has issued a Notice to Proceed. It is anticipated that construction will begin in 2020. The Authority estimates a project cost of \$484 million through project completion in 2023.

Niagara Parkway Redevelopment

The State plans to replace an underutilized two-mile stretch of the Robert Moses Parkway North in Niagara Falls with open space, scenic overlooks and recreational trails. Construction commenced in 2018 and is expected to take approximately three years to complete with funding to be provided by the Authority. As of December 31, 2019, the Authority has approved up to \$46.3 million in funding. As of December 31, 2019, the Authority has disbursed approximately \$25.4 million.

NEW YORK POWER AUTHORITY
Notes to the Consolidated Financial Statements
December 31, 2019 and 2018

Electric Vehicle Acceleration Initiative

In May 2018, the Authority's Trustees approved an overall allocation of up to \$250 million to be used through 2025 for an electric vehicle acceleration initiative and authorized \$40 million for the first phase of the initiative.

Large-Scale Renewable Program

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and capacity from eligible large-scale renewable projects with a minimum size of 5MW, 10MW or 20MW, depending on the underlying technology. In February 2019, the Authority executed a 20-year power purchase agreement with Canisteo Wind Energy LLC for energy, capacity and renewable energy credits to be generated from a to-be-constructed 290 MW wind project. The agreement requires the project to be in-service by December 31, 2020, subject to limited extensions. The Authority intends to seek recovery of costs associated with the agreement through sales of energy and capacity through the NYISO and sales of RECs to the Authority's customers.

(14) Canal Corporation

The Canal Transfer Legislation enacted April 4, 2016, authorized, but does not require, the Authority, to the extent that the Authority's Trustees deem it feasible and advisable as required by the Resolution, to transfer moneys, property and personnel to the Canal Corporation.

The Canal Corporation operates at a loss and is expected to require substantial operating and maintenance support and capital investment. The Canal Corporation's expenses are expected to be funded by transfers of funds from the Authority. Any transfer of funds would be subject to approval by the Authority's Board of Trustees and compliance with the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented. Certain expenses eligible for reimbursement are expected to be reimbursed to the Authority by moneys held in the Canal Development Fund maintained by the State Comptroller and the Commissioner of Taxation and Finance. For the year ended December 31, 2019, the Canal Corporation recognized \$2 million in revenues, \$86 million in operations and maintenance expenses and \$25 million in depreciation expense. For the year ended December 31, 2018, the Canal Corporation recognized \$2 million in revenues, \$101 million in operations and maintenance expenses and \$23 million in depreciation expense.

(15) Subsequent Events

In March 2020, the World Health Organization declared the novel strain of the coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. As of the date of this filing, the Authority is unable to determine if the COVID-19 disruption will materially impact its 2020 results of operations or financial position. However, the Authority cannot reasonably estimate the overall length or severity of this pandemic, which if prolonged for a longer duration, could potentially have material impact to the Authority's financial position or results of operations.

**REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)**

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of Changes in the New York Power Authority's Net OPEB Liability and Related Ratios

(\$ in millions, expect percentages)

	2019	2018
<u>Total OPEB liability</u>		
Service cost	\$ 15	\$ 13
Interest	40	37
Change of benefit terms	—	—
Differences between expected and actual experience	—	—
Change of assumptions	—	—
Benefit payments	(25)	(25)
Net change in total OPEB liability	30	25
Total OPEB liability - beginning	560	535
Total OPEB liability – ending	\$ 590	\$ 560
<u>Plan fiduciary net position</u>		
Contributions – employer	25	25
Net investment income	123	(36)
Benefit payments	(25)	(25)
Administrative expense	(2)	(2)
Net change in plan fiduciary net position	121	(38)
Plan fiduciary net position – beginning	565	603
Plan fiduciary net position - ending	\$ 686	\$ 565
Net OPEB liability / (asset) - ending	\$ (96)	\$ (5)
Plan fiduciary net position as a percentage of the total OPEB liability	116%	101%
Covered-employee payroll	\$ 188	\$ 182
Total OPEB liability as a percentage of covered-employee payroll	314%	307%
Net OPEB liability / (asset) as a percentage of covered-employee payroll	(51)%	(3)%

Notes to schedule:

The amounts presented for 2019 were determined based on a no gain loss roll-forward of the Power Authority OPEB Plan's December 31, 2017 biennial actuarial valuation.

This schedule is intended to present 10 years of data. Additional years will be presented prospectively.

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of the New York Power Authority's OPEB Contributions

(\$ in millions, except percentages)

Year Ending December 31,	(a) Contractually / Actuarially determined contribution	(b) Contributions made	Contribution deficiency / (excess)	(c) Covered employee payroll	Contributions as a percent of covered employee payroll column (b ÷ c)
2019	\$ 25	\$ 25	\$ –	\$ 188	13%
2018	25	25	–	177	14%
2017	40	22	18	166	13%
2016	39	24	15	161	15%
2015	38	38	–	149	25%
2014	33	39	(1)	145	27%
2013	41	42	(1)	147	29%
2012	41	41	–	143	29%
2011	35	60	(25)	144	42%
2010	32	17	15	140	12%

Notes to schedule:

Contributions: The Power Authority made contributions on a pay as you go basis in 2019 and 2018 and did not contribute any amount beyond the contractually / actuarially required amounts.

Valuation date: 12/31/2017

Methods and assumptions used to determine contributions:

Actuarial cost method: Entry Age Normal, Level Percent of Salary

Amortization period: Five-year period for differences between the expected earnings on plan investments and actual returns. Differences in assumptions and experience are recognized over the average remaining service lives of all employees that are provided with benefits through the plan.

Asset Valuation: Market Value.

Per Capita Claims: Developed using 2018 projected funding rates using NYPA claims experience from January 1, 2016 through July 1, 2017.

Salary increases: Varies by service, average of 4.5 percent for 1-5 years of service, 3.8 percent for 6-10 years of service, 3.3 percent for 11-15 years of service, and 3.0 percent for 20 years or more of service.

General inflation: Consumer Price Index 2.5%

Participation rates: Assumed 100% of future retirees who meet the eligibility requirements will participate in the OPEB plan.

Discount rate: 7.0%

Mortality: Gender distinct pre- and post-commencement rates based on experience under the New York State Local Retirement System. Base rates reflect a 2014 base year, and the MP-2017 Projection Scale is applied to the base rates.

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of Investment Returns for the New York Power Authority OPEB Trust

Schedule of Investment Returns

<u>Year Ending December 31,</u>	<u>Annual money-weighted rate of return, net of investment expense</u>
2019	21.42%
2018	(6.30)%
2017	16.70%
2016	7.00%
2015	0.41%
2014	3.99%
2013	20.41%
2012	12.57%
2011	1.43%
2010	9.85%

Note:

This schedule is intended to present 10 years of data.

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of Changes in the Canal Corporation's Total OPEB Liability and Related Ratios

(\$ in millions, expect percentages)

	2019	2018
<u>Total OPEB liability</u>		
Service cost	\$ 9	\$ 7
Interest	7	8
Change of benefit terms	—	—
Differences between expected and actual experience	—	—
Change of assumptions	(18)	20
Benefit payments	(6)	(6)
Net change in total OPEB liability	(8)	29
Total OPEB liability - beginning	234	205
Total OPEB liability – ending	\$ 226	\$ 234
Total OPEB liability - ending	\$ 226	\$ 234
Covered-employee payroll	\$ 25	\$ 24
Total OPEB liability as a percentage of covered-employee payroll	904%	975%

Notes to Schedule:

Changes of assumptions: Changes of assumptions reflect the effect of changes in the S&P Municipal Bond 20 Year High Grade Rate index. The discount rate, based on this index, changed from 3.16% at December 29, 2017 to 3.64% at December 31, 2018.

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedules Relating to the Employees' Retirement System Pension Plan

(\$ in millions, except percentages)

Schedule of Proportionate Share of the Net Pension Liability

<u>As of March 31,</u>	<u>Proportion of the Net Pension Liability (Asset) Percentage</u>	<u>Proportionate Share of the Net Pension Liability (Asset)</u>	<u>Covered Employee Payroll</u>	<u>Proportionate Share of the Net Pension Liability (Asset) as a percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position as a percentage of the Total Pension Liability</u>
2019	0.76%	\$ 53	\$214	25.0%	96.3%
2018	0.72	23	205	11.3	98.2
2017	0.72	67	193	35.0	94.7
2016	0.60	96	166	57.4	90.7
2015	0.59	20	150	13.3	97.9
2014	0.60	27	148	18.2	97.2

Schedule of Contributions

<u>Year Ending December 31,</u>	<u>Actuarially Required Contribution</u>	<u>Actual Contribution</u>	<u>Contribution (Excess) Deficiency</u>	<u>Covered Employee Payroll</u>	<u>Contribution as a Percentage of Covered Payroll</u>
2019	29	29	—	214	14%
2018	28	28	—	205	14
2017	28	28	—	193	14
2016	24	24	—	166	15
2015	25	25	—	150	17
2014	28	28	—	148	19
2013	29	29	—	146	20
2012	27	27	—	146	19
2011	21	21	—	141	15
2010	17	17	—	145	12



KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Board of Trustees
Power Authority of the State of New York:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of the business-type activities and fiduciary funds of the Power Authority of the State of New York, (the Authority) and its blended component unit, as of December 31, 2019 and 2018, and the related notes to the consolidated financial statements, which collectively comprise the Authority's consolidated financial statements as listed in the table of contents, and have issued our report thereon dated March 30, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

New York, New York
March 30, 2020

Exhibit 4c i-B

New York Power Authority
Consolidated Net Income - Actual vs. Budgeted
For The Year ended December 31, 2019
(\$ in millions)

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u> <u>Favorable/</u> <u>(Unfavorable)</u>
Operating Revenues			
Customer	\$ 1,699	\$ 1,846	\$ (147)
NYISO Market Revenues	671	763	(92)
	<u>2,370</u>	<u>2,609</u>	<u>(239)</u>
Operating Expenses			
Purchased Power	529	697	168
Fuel Consumed - Oil & Gas	140	189	49
Wheeling	647	644	(3)
Operations & Maintenance	692	695	3
Depreciation & Amortization	250	244	(6)
	<u>2,258</u>	<u>2,469</u>	<u>211</u>
Operating Income	<u>112</u>	<u>140</u>	<u>(28)</u>
Nonoperating Revenues			
Investment Income	46	30	16
	<u>46</u>	<u>30</u>	<u>16</u>
Nonoperating Expenses			
Interest and Other Expenses	135	149	14
	<u>135</u>	<u>149</u>	<u>14</u>
Net Income	<u>\$ 23</u>	<u>\$ 21</u>	<u>\$ 2</u>

Net Income for the year ended December 31, 2019 was \$23 million, which was \$2 million higher than the budget of \$21 million. The increase in net income was primarily attributable to higher investment income (\$16 million) due to an increase in the market value of the Authority's investment portfolio, lower interest expenses (\$14 million) due to lower interest rate, and offset by lower operating income of (\$28 million) due to lower margins resulting from lower energy prices.

Company Policy Title:

Policy Number:



NYPA Guidelines for the Disposal of Personal Property

CP 3-2

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
3/31/2020	2	Update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise	II A, V B-F, VI A-B, VIII B, XI A-B, XII - XIV	Kevin King, Director, Transactional Procurement
5/31/2019	1	Update definition of 'Related To'	IX B	Kevin King, Director, Transactional Procurement
5/31/2019	0	Converting approved 2018 NYPA Guidelines for the Disposal of Personal Property ("Guidelines") to e-Scribe format. Per PAL §§§ 2895, 2896 and 2897, the Guidelines were adopted by resolution and are reviewed annually and approved (by the Trustees).	N/A	Kevin King, Director, Transactional Procurement

Note: Revision # should be listed in descending order starting with most recent version at the top

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I. PURPOSE

These Guidelines for the Disposal of New York Power Authority Personal Property (hereinafter “Guidelines”), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the Authority’s policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority’s compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

- A. “Contracting Officer” shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority’s Board of Trustees to be responsible for the disposition of personal property. The “Contracting Officer” is hereby designated to be the Vice President – Strategic Supply Management, or equivalent(s). The Authority’s Contracting Officer shall not be responsible for compliance for dispositions of the Authority’s personal property conducted by another state entity authorized to dispose of the Authority’s personal property under the Public Authorities Accountability Act (“PAAA”) or as otherwise authorized by law.
- B. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in personal property in accordance with these Guidelines.
- C. “Property” shall mean personal property owned by the Authority regardless of value, and any other interest in such Property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party. For the purposes of these Guidelines, Property may include, but is not limited to, materials, tools, equipment, or vehicles.
- D. “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair Market Value may be determined by consulting industry-recognized sources, contacting original suppliers, depreciation analysis, appraisals, fair market valuations by public auction or other methods of valuation generally accepted in the industry in which such Property is utilized, as may be approved by the Contracting Officer or authorized designee.
- E. ““Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

III. OBJECTIVE

The objective of these Guidelines is to identify those Authority personnel responsible for authorizing the disposal of Property owned by the Authority and to ensure that the Authority receives fair and reasonable value for such Property. The transfer or sale of Property shall be accounted for in accordance with the Authority's Corporate Accounting Policy No. CAP 4.3 "Accounting for Materials and Supplies Inventory," and the Authority's procedures for the disposal of Property implementing these Guidelines.

IV. TRANSACTIONS NOT COVERED

These Guidelines do not apply to any of the following transactions:

1. Disposal of real property interests;
2. Exchange of Property with other utilities or power plant owners, where such owners will provide an identical or in-kind replacement;
3. Transfer/re-deployment of Property from one Authority facility to another Authority facility or to Canal Corporation;
4. Disposal of natural gas that is subject to the Authority's Energy Resource Management Fuels Procedures.

V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS

- A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines, including through development and implementation of internal controls (such as written procedures and supporting tools).
- B. The individual responsible for disposal of Property greater than \$5,000 at the Authority's facilities will be the Director – Transactional Procurement ("DTP") or equivalent. For purposes of Property disposal, the DTP reports directly to the Contracting Officer or authorized designee.
- C. The Manager - Purchasing/Warehouse at each facility acts as the local Property Disposal Coordinator, who is responsible for Property disposal less than or equal to \$5,000 and assists the DTP with all other disposals at his or her facility or location ("Facility PDC"). The Facility PDC reports to the DTP.
- D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Strategic Supply Management ("SSM"), to be the Property Disposal Coordinator(s) for the White Plains and other corporate offices ("WPO PDC"). For purposes of Property disposal, the WPO PDC(s) will confer, interface with and report to the Contracting Officer or authorized designee.

- E. The Director of Fleet Operations (“DFO”) or equivalent(s) or authorized designee is responsible for the disposal of vehicles and rolling equipment. The DFO reports directly to the Regional Manager – Transmission or equivalent, or authorized designee.
- F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DTP and the WPO PDC(s) should confer (by oral or written communication) with the Contracting Officer or authorized designee to determine if a "centralized" sale of Property, as outlined in Article VII, is appropriate. If agreed, the responsible Facility or WPO PDC (collectively hereinafter referred to as “PDC”) should arrange for shipment of the Property to be sold from the site to the sale location. If a centralized sale is not appropriate, the responsible PDC should proceed in accordance with the "decentralized" procedures, as outlined in Article VIII.

VI. DISPOSAL OF AUTHORITY PERSONAL PROPERTY

Except for Disposals pursuant to Article VII, Article XII and Subsection VI.A.4 of these Guidelines, whenever practicable, the responsible PDC shall solicit proposals from qualified bidders, to purchase the Property to be disposed of, and will maintain records of such solicitations. The PDC should use “Attachment A” attached hereto or an appropriate substitute for solicitations under this Article VI.

A. DISPOSAL METHODS FOR PERSONAL PROPERTY

- 1. For the purposes of these Guidelines, disposal methods may include, but are not limited to: sale (directly to the Buyer, through a third party, negotiation, advertised public auction that permits full and free competition consistent with the value and nature of the property or on any other centralized basis that achieves the same level of competition); return to the original equipment manufacturer or to the source; trade-ins or disposals as part of a competitive procurement; or disposal through the New York State Office of General Services (“OGS”). Provided, however, that no disposition of any Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar Property, shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. The Authority's Environment, Health and Safety Division should be consulted, on a case-by-case basis, regarding disposal of items that may be considered hazardous waste.
- 2. Solicitation via telephone, e-mail and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed \$15,000. All bids must be submitted in writing on the forms or an appropriate substitute and in the manner

prescribed by this procedure and by the date and time (the "Bid Due Date") included in the solicitation.

3. All Disposals of Authority Property in excess of \$15,000 shall be made after publicly advertising for bids except as provided in Subsection 4 below, using the following process:
 - a) the appropriate advertisement for bids (Attachment "B" or an appropriate substitute) shall be made at such time prior to the Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. This may include advertisements in one or more of the following publications, depending on the nature of the Property: local newspapers in the geographic area of the facility where the sale is taking place, trade journals, regional or nationwide publications (if the market for such sale is regional or nationwide), the New York State Contract Reporter, internet services or other communication outlets as appropriate;
 - b) all bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by these guidelines and by the Bid Due Date included in the solicitation;
 - c) where the value of the Property exceeds \$5,000, all bid amounts shall be posted to the Authority's internet website or publicly disclosed at the time and place of the sale; and
 - d) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforms to the bid solicitation and is most advantageous to the Authority, price and other factors considered; however, any bid may be rejected when in the public interest to do so at the Authority's sole discretion.
4. Disposals of Property may be negotiated or made by public auction without regard to Subsection 3 of this Section, but subject to obtaining such competition as is feasible under the circumstances, if:
 - a) the Property involved has qualities separate from the utilitarian purpose of such Property, such as artistic quality, antiquity, historical significance, rarity or other quality of similar effect that would tend to increase its value, or if the Property is to be disposed of in such quantity that, if it were Disposed of under Subsection 3 of this Section, would adversely affect the state or local market for such Property, and the estimated Fair Market Value of such Property and other satisfactory terms of disposal may be obtained by negotiation;

- b) bid prices after advertising therefore are not reasonable, either as to all or part of the Property, or have not been independently arrived at in open competition;
 - c) the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Property and other satisfactory terms of Disposal are obtained by negotiation;
 - d) under those circumstances permitted by Subsection 6 of this Section;
 - e) if the estimated or actual fair market value of the property does not exceed \$15,000; or
 - f) such action is otherwise authorized by law.
5. An explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property which has an estimated Fair Market Value in excess of fifteen thousand dollars (\$15,000). In addition, an explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property disposed of by exchange, regardless of value. Each such statement shall be transmitted to the Commissioner of General Services, the State Legislature, the State Comptroller, the Director of the Division of the Budget and the Authorities Budget Office, not less than ninety days in advance of such Disposal, and a copy thereof shall be preserved in the Authority's files.
6. No Property in excess of five thousand dollars (\$5,000) owned or otherwise in the control of the Authority may be disposed or otherwise alienated for less than its Fair Market Value except if:
- a) the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Property will remain with the government or any other public entity;
 - b) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or
 - c) in the event the Authority seeks to transfer Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Authority's mission, purpose or governing statutes, the Authority shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if

the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate and Assembly, the Authority may effectuate such transfer provided, however, that with respect to a below-market transfer by the Authority that is not within the purpose, mission or governing statute of the Authority, if the governing statute provides for the approval of such transfer by the executive and legislative branches of the political subdivision in which the Authority resides, and if the transfer is of Property obtained by the Authority from that political subdivision, then such approval shall be sufficient to permit the transfer.

- d) In the event a below Fair Market Value Property transfer is proposed, the following information must be provided to the Authority's Board of Trustees and the public:
 - (1) a full description of the Property;
 - (2) an appraisal of the Fair Market Value of the Property and any other information establishing the Fair Market Value sought by the Board of Trustees;
 - (3) a description of the purpose of the transfer and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Property is situated as are required by the transfer;
 - (4) a statement of the value to be received compared to the Fair Market Value;
 - (5) the names of any private parties participating in the transfer and, if different than the statement required by subparagraph (iv) of this Subsection, a statement of the value to the private party; and
 - (6) the names of other private parties who have made an offer for such Property, the value offered and the purpose for which the Property was sought to be used.
- e) Before approving the Disposal of any Property for less than Fair Market Value, the Board of Trustees shall consider the information described in paragraph b of this Subsection and make a written determination that there is no reasonable

alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

7. In cases where a Disposal of Property in excess of five thousand dollars (\$5,000) is made without competitive bidding and where the proposed contract price for the Property disposed of is less than Fair Market Value, a detailed explanation of the justification for making the Disposal without competitive bidding shall be prepared, and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such Disposal and have determined that it complies with applicable law and these Guidelines.

B. DISPOSAL OPTIONS IF NO BIDS OR NO ACCEPTABLE BIDS ARE RECEIVED

The appropriate PDC shall confer with the DTP and the Contracting Officer or authorized designee to decide (i) if re-soliciting is feasible; (ii) if shipment to a third-party contractor for Disposal would result in higher-priced proposals; (iii) if disposal by other methods would be appropriate; and/or (iv) if the Fair Market Value estimate requires review or adjustment, where:

1. the solicitation pursuant to Section VI.A does not produce any bids to purchase the Property;
2. in the opinion of the Authority, the bids are not arrived at independently;
3. all bids are not reasonable in accordance with Section X.C; or
4. all bids received are less than the Authority's Fair Market Value estimate.

VII. CENTRALIZED DISPOSAL

- A. Subject to the approval of the Contracting Officer or authorized designee and in accordance with Article VI of these Guidelines, in either the initial document authorizing the disposal or through a subsequent communication, Property may be disposed of using any of the following methods:
 1. Shipment of the material to a third-party vendor(s), selected by competitive bidding, which, pursuant to these Guidelines, will market the material for sale or dispose of such material in accordance with environmental and any other Authority requirements.
 2. Consolidation of such Property at one of the Authority's facilities or an offsite warehouse for the purpose of conducting a sale managed by Authority staff, possibly with the assistance of an outside contractor.
 3. Participation in public auctions provided the advertisement for bids through such methods permits full and free competition consistent with the value and nature of

the property, as may be conducted through an independent auctioneer, online auction service, or another utility.

VIII. DECENTRALIZED DISPOSAL

- A. The Regional Manager, Project Manager, or head of a Department or Division requiring disposal of Property which he or she believes to be disposable, will submit to the responsible PDC a written description of the material, with the original price (if known), and estimate of the Property's Fair Market Value (if available). If practical, a photograph of the material or equipment in question should be provided. Such submission shall be made to the responsible PDC for the location where the Property is located.
- B. If the responsible PDC, in conference with either the DTP or the Contracting Officer or authorized designee, as appropriate, determines that other Authority facilities may have an interest in the Property, a notice should be sent to the other Authority facilities advising of its availability and requesting a response within a specified time frame. A record of the notice will be maintained by the responsible PDC. In the event that the responsible PDC and either the DTP or the Contracting Officer or authorized designee, as appropriate, determine there is no interest in such material at other Authority facilities, a written explanation should be prepared by the PDC to that effect and maintained in the file for that transaction.
- C. If no response to the notice is received, the responsible PDC will solicit bids for the purchase of such Property in accordance with these Guidelines.

IX. PARTIES PROHIBITED FROM BIDDING

- A. All current and former employees of the Authority and relatives of such employees or third parties acting on behalf of such employees shall not be eligible to bid for the purchase of Authority Property and are prohibited from subsequently acquiring it in any manner. Each bidder will be required, as part of his or her bid, to certify, by signing Attachment "A," that he or she is not a current or former employee of the Authority, is not related to any current or former employee of the Authority and is not acting on behalf of a current or former employee of the Authority or a relative of any such employee. No bid will be accepted unless accompanied by such certification.
- B. The term "related to" as used in paragraph A above means the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

X. EVALUATION OF PROPOSALS; AWARD OF CONTRACT

- A. Following the receipt of proposals for the Property, the responsible PDC shall evaluate the proposals submitted and determine whether the highest of such proposals is reasonable, given the estimated Fair Market Value of the Property.

- B. If the responsible PDC determines that the highest bid received is reasonable, the responsible PDC shall recommend to the Responsible Officer(s) or designee, as hereinafter defined in Article XI, that such bid be accepted, and upon the written approval of the Responsible Officer(s) or designee, the sale shall be made to the person offering such proposal. After obtaining all necessary approvals in accordance with Article XI "Authorization Levels," a Sales Agreement appended hereto ("Attachment C") must be executed by the responsible Authority staff member and by the successful bidder prior to completion of the transaction. (See Section XI.C.)
- C. If either (a) the responsible PDC determines that the highest bid is not reasonable or (b) the Responsible Officer(s) or designee decline(s) to authorize the sale, the Property will, except as provided in paragraph D below, be retained for future disposal in accordance with these Guidelines. Factors to be considered in determining whether a bid is reasonable include, but are not limited to: adequacy of the estimate of the Fair Market Value, anticipated improved future market conditions, potential for other means of disposal or redeployment, financial viability of the bidder, and condition of the Property.
- D. Notwithstanding any determination by the responsible PDC, the Responsible Officer(s) or designee, with the review and approval of the Contracting Officer, may direct the sale of the Property to the person or firm submitting the highest bid.
- E. No Authority employee who is involved in the award of Authority grants or contracts, may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- F. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section E above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- G. No Authority employee may take part in any contracting decision involving the payment of \$1,000 or more: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section G, then the employee must advise his or her supervisor of the relationship and must be recused from any and all discussions or decisions relating to the matter.

XI. AUTHORIZATION LEVELS AND SIGNING AUTHORITY

- A. For the purposes of these Guidelines, the Responsible Officer(s) or designee will in each case review the appropriateness of the Fair Market Value estimate and the recommendation for contract award for disposal of the Property. Responsible Officers or designee are designated as follows:
1. The Board of Trustees, if the Fair Market Value of the Property is greater than \$1,000,000 or if the Disposal is for less than Fair Market Value in accordance with paragraph VI.A.6; or
 2. The President or the Chief Operating Officer or equivalent(s), if the Fair Market Value of the Property is up to \$1,000,000; or
 3. The Executive Vice President and Chief Financial Officer or equivalent(s), if the Fair Market Value of the Property is up to \$750,000; or
 4. For Fleet-related transactions, the Executive Vice President –Chief HR & Administrative Officer or equivalent(s), if the Fair Market Value of the Property is up to \$750,000; or
 5. The Vice President – Strategic Supply Management or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or
 6. For Fleet-related transactions, the Vice President – Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or
 7. The DTP, if the Fair Market Value of the Property is up to \$100,000; or
 8. For Fleet-related transactions, the Director – Fleet Operations, if the Fair Market Value of the Property is up to \$100,000; or
 9. The responsible PDC, if the Fair Market Value of the Property is \$5,000 or less.
- B. For public auctions or similar centralized disposals, such authorization should be obtained prior to submitting Property to auction based on the estimated Fair Market Value of the Property.
1. For purposes of these Guidelines, the Director - Fleet Operations (“DFO”) or equivalent(s) and DTP are authorized to sign Disposal Sales Agreements based upon the provisions of Section XI.A above whereby the DFO is authorized to sign fleet-related sales agreements and the DTP may sign both fleet and non-fleet sales agreements.
 2. For decentralized disposals, such authorization should be obtained prior to signing of Sales Agreement or award of contract, in accordance with the Authorization

Levels set forth in Section XI.A. Sales Agreements for individual disposal transactions through a decentralized sale should be signed in accordance with the limits set forth in the Authority's Expenditure Authorization Procedures – Attachment C.

3. The foregoing provisions of this section shall not apply to the sale of energy and fuel. Such authorization shall be governed by the transaction authorization limits for energy and energy-related financial transactions, as adopted by the Authority's Board of Trustees.

XII. OTHER METHODS FOR DISPOSAL OF PERSONAL PROPERTY

A. Disposals as Part of a Competitive Procurement

These Guidelines are not intended to restrict disposals as part of a competitive procurement, including trade-ins, where the procurement is competitively bid and awarded in accordance with the Authority's Guidelines for Procurement Contracts and Fair Market Value can be obtained for the Property. Any such proposed disposal must be included as part of the solicitation of bids for the procurement. The solicitation must also include an estimated Fair Market Value of the Property or minimum bid amount. The disposal or trade-in value must be stated in the proposals from bidders. When disposing of Property as part of a competitive procurement, the Authority may consider the cost difference between the accepted proposal and the next lowest responsive proposal as part of the consideration for the disposal of the Property.

B. Return to the Original Equipment Manufacturer ("OEM") or to the Source

For Property with a Fair Market Value of \$15,000 or less, return of materials to the OEM or the source is permissible provided that the Authority receives full value for any materials equal to the price paid by the Authority or the estimated Fair Market Value of the Property. In the event a re-stocking fee is charged by the OEM or the source, the DTP or the Contracting Officer or authorized designee, as appropriate, shall be consulted to determine if such a re-stocking fee is reasonable and if there are other opportunities for sale of such material. Approval of all such returns to the OEM or the source when a re-stocking fee is charged, must be in accordance with the Authorization Levels delineated in Section XI.A.

C. Disposal through the New York State Office of General Services (OGS)

The Authority may utilize OGS for Disposal of Authority-owned Property including on-line disposal methods offered by OGS. In addition, in accordance with New York State law, surplus computers and related accessories, surplus office furniture, and other equipment may, with the approval of the Contracting Officer or authorized designee, be transferred to OGS for disposition, in the case of computers and accessories to school districts located near Authority offices or operating facilities, or in the case of office furniture and office equipment, to other state entities. Disposal of these items in this manner represents the best value to New York State in lieu of

attempted re-sale of such materials.

XIII. METHODS OF PAYMENT

The proceeds from the sale of Property in the form of cash or a certified check made payable to the Authority must be forwarded to the Authority's Treasurer by the Facility PDCs and to the Authority's Controller's Office by the DTP and WPO PDC(s). In certain cases, involving a transfer of Property to other state agencies or authorities, the performance of documented services to the Authority equal to or greater in value to the Fair Market Value of the Property, will serve as payment for such Property. The authorization limits of Article XI shall apply to such transactions.

XIV. REPORTING REQUIREMENTS

- A. The Authority shall publish, not less frequently than annually, a report of all Property having a FMV in excess of \$5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Property disposed of by the Authority during such period. Such report shall be prepared in conjunction with the report required by the Authority's "Guidelines for the Disposal of New York Power Authority Real Property."
- B. Such report, as approved by the Board of Trustees, shall be submitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.
- C. These Guidelines, as approved by the Trustees, shall be reviewed and approved annually by the Authority's Board of Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the Guidelines most recently reviewed and approved by the Board of Trustees, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the Comptroller, the Authority shall also post such Guidelines on the Authority's internet website and maintain such Guidelines on the website.
- D. For disposal by negotiation of Property over \$15,000, Property of any value related to the disposal of Real Property by exchange, or Property where part of the consideration received is Real Property, an explanatory statement shall be prepared and submitted to the parties as set forth in Subsection VI.A.5.
- E. Staff from the Business Services Business Unit, or equivalent(s), prepare and present ongoing reports regarding disposals of personal property at regularly scheduled Board of Trustee Governance Committee meetings.

The Authority may be called upon periodically to submit information regarding the Disposal of Personal Property to organizations implementing the PAAA or other statutes regulating the disposal of Property, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").

BID SHEET

The following personal property is available for sale "AS IS, WHERE IS" and the Power Authority gives no warranty whatsoever as to its condition.

LUMP SUM BID AMOUNT* \$ _____

Subject to all terms and conditions set forth on the reverse hereof, the undersigned offers and agrees to purchase the above-described personal property at the bid amount indicated.

Signature

Company Name

Name (printed)

Street Address

Date

City, State Zip Code

Fax Number

Telephone Number

* All sales are subject to New York State Sales Tax and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

PERSONAL PROPERTY SALE
SALE NO. _____
NEW YORK POWER AUTHORITY
(ADDRESS OF PROJECT)
Telephone: () _____
FAX: () _____

Subject to the terms and conditions stated below, bids will be received on the personal property, either by mail, fax or hand delivery at the (Location) _____ no later than (Date) _____

The personal property is available for inspection, by appointment, at the (Project) _____. For an appointment, please contact the Property Disposal Coordinator, (Name) _____ at (Telephone no.) _____.

Successful bidders will be required to pay by certified check, on notice from the Authority that the bid has been accepted and remove the personal property from the Authority's premises within ten (10) calendar days after receipt of notice of award.

Envelopes containing bids submitted by mail should be marked on the outside to indicate that a bid on Sale No. _____ is enclosed.

Current and former employees of the Power Authority or relatives of such employees or third parties acting on behalf of such employees or relatives are ineligible to bid and are prohibited from subsequently acquiring such personal property in any manner.

1. **INSPECTION.** Bidders are invited, urged and cautioned to inspect the personal property being sold prior to submitting a bid. The personal property will be available for inspection at the time and place specified above. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION OF PROPERTY.** All personal property listed is offered for sale "AS IS, WHERE IS". The Authority does not in any way warrant the fitness of the personal property for any particular use or its merchantability and disclaims any other representations or warranties, express or implied, including, but not limited to, quality, character, performance or condition of the personal property or any of its component parts, assemblies, or accessories.
3. **CONSIDERATION OF BIDS.** Bids must be submitted in writing on the form provided by the Authority (see reverse side) and shall be submitted on all items listed. The Authority reserves the right to reject any and all bids, to waive technical defects in bids and to award sale of the items as may be in the best interest of the Authority.
4. **PAYMENT.** The Purchaser agrees to pay for the awarded personal property in accordance with the prices quoted in his/her bid. Payment of the full purchase price must be made within the time allowed for removal, and prior to the release of any personal property to the Purchaser.
5. **NEW YORK STATE SALES AND COMPENSATING USE TAX.** All sales will be subject to New York State Sales and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

ADVERTISEMENT FOR PROPOSALS

The following described personal property shall be sold "AS IS, WHERE IS" by the New York Power Authority ("the Authority").

1. Sealed bids are invited for the above, which will be available for inspection by inquiry at the (Location/Building) at the (Project and Address) between the hours of ____ a.m. to ____ p.m. on (Date/s). Bids must be submitted on the Authority's bid form, which can be obtained by calling (Telephone no.). No bid will be accepted unless it is on such form. Bids shall be accepted on or before ____ p.m. on (Date).
2. Current and former employees of the Authority or relatives of such employees or third parties seeking to act on behalf of such employees or relatives shall be ineligible to bid.
3. Successful bidders, on notice from the Authority, shall be required to pay by certified check and shall promptly remove the personal property from the Authority's property.
4. The Authority reserves the right to reject any and all bids.

**PERSONAL PROPERTY
SALES AGREEMENT**

_____, the Buyer, and the Power Authority of the State of New York ("the Authority"), agree as follows:

1. The personal property identified herein is sold by the Authority and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.
2. **THE AUTHORITY DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**
3. The Buyer warrants that he/she/it is not a current or former Authority employee, is not related to an Authority employee, and did not bid on behalf of an Authority employee. Buyer is aware that Authority employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.
4. The Buyer shall indemnify and hold harmless the Authority and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.
5. Except for disposals by public auction, the Buyer shall remove the personal property from the Authority's premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York Power Authority.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____ 20 _____

Buyer (print or type)_____

_____**Seller:**

Power Authority of the State of New York

123 Main Street

White Plains, NY 10601

Authorized Signature_____
Authorized Signature_____
Full Name (printed)_____
Title_____
Title**PRIVACY LAW NOTIFICATION**

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF AUTHORITY PROPERTY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the Power Authority of the State of New York in the sale of Authority personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Authority.

This information will be maintained by Fleet Operations, at the Power Authority of the State of New York, Clark Energy Center located at 6520 Glass Factory Road, Marcy, N.Y. 13403, (315) 724-8186 or, when appropriate, by the Strategic Supply Management Department at the Corporate office or at one of the Authority facilities.

Company Policy Title:

Policy Number:



NYPA Guidelines for the Disposal of Personal Property

CP 3-2

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
<u>3/31/2020</u>	<u>2</u>	<u>Update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise</u>	<u>II A, V B-F, VI A-B, VIII B, XI A-B, XII - XIV</u>	<u>Kevin King, Director, Transactional Procurement</u>
5/31/2019	1	Update definition of 'Related To'	IX B	Kevin King, Director, Transactional Procurement
5/31/2019	0	Converting approved 2018 NYPA Guidelines for the Disposal of Personal Property ("Guidelines") to e-Scribe format. Per PAL §§§ 2895, 2896 and 2897, the Guidelines were adopted by resolution and are reviewed annually and approved (by the Trustees).	N/A	Kevin King, Director, Transactional Procurement

Note: Revision # should be listed in descending order starting with most recent version at the top

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I. PURPOSE

These Guidelines for the Disposal of New York Power Authority Personal Property (hereinafter “Guidelines”), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the Authority’s policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority’s compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

- A. “Contracting Officer” shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority’s Board of Trustees to be responsible for the disposition of personal property. The “Contracting Officer” is hereby designated to be the Vice President – [Procurement Strategic Supply Management](#), or equivalent(s). The Authority’s Contracting Officer shall not be responsible for compliance for dispositions of the Authority’s personal property conducted by another state entity authorized to dispose of the Authority’s personal property under the Public Authorities Accountability Act (“PAAA”) or as otherwise authorized by law.
- B. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in personal property in accordance with these Guidelines.
- C. “Property” shall mean personal property owned by the Authority regardless of value, and any other interest in such Property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party. For the purposes of these Guidelines, Property may include, but is not limited to, materials, tools, equipment, or vehicles.
- D. “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair Market Value may be determined by consulting industry-recognized sources, contacting original suppliers, depreciation analysis, appraisals, fair market valuations by public auction or other methods of valuation generally accepted in the industry in which such Property is utilized, as may be approved by the Contracting Officer or authorized designee.
- E. ““Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

III. OBJECTIVE

The objective of these Guidelines is to identify those Authority personnel responsible for authorizing the disposal of Property owned by the Authority and to ensure that the Authority receives fair and reasonable value for such Property. The transfer or sale of Property shall be accounted for in accordance with the Authority's Corporate Accounting Policy No. CAP 4.3 "Accounting for Materials and Supplies Inventory," and the Authority's procedures for the disposal of Property implementing these Guidelines.

IV. TRANSACTIONS NOT COVERED

These Guidelines do not apply to any of the following transactions:

1. Disposal of real property interests;
2. Exchange of Property with other utilities or power plant owners, where such owners will provide an identical or in-kind replacement;
3. Transfer/re-deployment of Property from one Authority facility to another Authority facility or to Canal Corporation;
4. Disposal of natural gas that is subject to the Authority's Energy Resource Management Fuels Procedures.

V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS

- A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines, including through development and implementation of internal controls (such as written procedures and supporting tools).
- B. The individual responsible for disposal of Property greater than \$5,000 at the Authority's facilities will be the Director – ~~Site Purchasing & Warehouse~~[Transactional Procurement](#) ("~~DSP&WDTP~~") or equivalent. For purposes of Property disposal, the ~~DSP&WDTP~~ reports directly to the Contracting Officer or authorized designee.
- C. The Manager - Purchasing/Warehouse at each facility acts as the local Property Disposal Coordinator, who is responsible for Property disposal less than or equal to \$5,000 and assists the ~~DSP&WDTP~~ with all other disposals at his or her facility or location ("Facility PDC"). The Facility PDC reports to the ~~DSP&WDTP~~.
- D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office ~~Procurement Division, (rebranded~~ Strategic Supply Management, ~~hereinafter~~ ("SSM"), to be the Property Disposal Coordinator(s) for the White Plains and other corporate offices ("WPO PDC"). For purposes of Property disposal, the WPO PDC(s) will confer, interface with and report to the Contracting Officer or authorized designee.

- E. The Director of Fleet Operations (“DFO”) or equivalent(s) or authorized designee is responsible for the disposal of vehicles and rolling equipment. The DFO reports directly to the ~~Vice President – Enterprise Shared Services~~Regional Manager – Transmission or equivalent, or authorized designee.
- F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the ~~DSP&WDTP~~ and the WPO PDC(s) should confer (by oral or written communication) with the Contracting Officer or authorized designee to determine if a "centralized" sale of Property, as outlined in Article VII, is appropriate. If agreed, the responsible Facility or WPO PDC (collectively hereinafter referred to as “PDC”) should arrange for shipment of the Property to be sold from the site to the sale location. If a centralized sale is not appropriate, the responsible PDC should proceed in accordance with the "decentralized" procedures, as outlined in Article VIII.

VI. DISPOSAL OF AUTHORITY PERSONAL PROPERTY

Except for Disposals pursuant to Article VII, Article XII and Subsection VI.A.4 of these Guidelines, whenever practicable, the responsible PDC shall solicit proposals from qualified bidders, to purchase the Property to be disposed of, and will maintain records of such solicitations. The PDC should use “Attachment A” attached hereto or an appropriate substitute for solicitations under this Article VI.

A. DISPOSAL METHODS FOR PERSONAL PROPERTY

1. For the purposes of these Guidelines, disposal methods may include, but are not limited to: sale (directly to the Buyer, through a third party, negotiation, advertised public auction that permits full and free competition consistent with the value and nature of the property or on any other centralized basis that achieves the same level of competition); return to the original equipment manufacturer or to the source; trade-ins or disposals as part of a competitive procurement; or disposal through the New York State Office of General Services (“OGS”). Provided, however, that no disposition of any Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar Property, shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. The Authority's Environment, Health and Safety Division should be consulted, on a case-by-case basis, regarding disposal of items that may be considered hazardous waste.
2. Solicitation via telephone, e-mail and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed \$15,000. All bids must be submitted in writing on the forms or an appropriate substitute and in the manner

prescribed by this procedure and by the date and time (the "Bid Due Date") included in the solicitation.

3. All Disposals of Authority Property in excess of \$15,000 shall be made after publicly advertising for bids except as provided in Subsection 4 below, using the following process:
 - a) the appropriate advertisement for bids (Attachment "B" or an appropriate substitute) shall be made at such time prior to the Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. This may include advertisements in one or more of the following publications, depending on the nature of the Property: local newspapers in the geographic area of the facility where the sale is taking place, trade journals, regional or nationwide publications (if the market for such sale is regional or nationwide), the New York State Contract Reporter, internet services or other communication outlets as appropriate;
 - b) all bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by these guidelines and by the Bid Due Date included in the solicitation;
 - c) where the value of the Property exceeds \$5,000, all bid amounts shall be posted to the Authority's internet website or publically disclosed at the time and place of the sale; and
 - d) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforms to the bid solicitation and is most advantageous to the Authority, price and other factors considered; however, any bid may be rejected when in the public interest to do so at the Authority's sole discretion.
4. Disposals of Property may be negotiated or made by public auction without regard to Subsection 3 of this Section, but subject to obtaining such competition as is feasible under the circumstances, if:
 - a) the Property involved has qualities separate from the utilitarian purpose of such Property, such as artistic quality, antiquity, historical significance, rarity or other quality of similar effect that would tend to increase its value, or if the Property is to be disposed of in such quantity that, if it were Disposed of under Subsection 3 of this Section, would adversely affect the state or local market for such Property, and the estimated Fair Market Value of such Property and other satisfactory terms of disposal may be obtained by negotiation;

- b) bid prices after advertising therefore are not reasonable, either as to all or part of the Property, or have not been independently arrived at in open competition;
 - c) the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Property and other satisfactory terms of Disposal are obtained by negotiation;
 - d) under those circumstances permitted by Subsection 6 of this Section;
 - e) if the estimated or actual fair market value of the property does not exceed \$15,000; or
 - f) such action is otherwise authorized by law.
5. An explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property which has an estimated Fair Market Value in excess of fifteen thousand dollars (\$15,000). In addition, an explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property disposed of by exchange, regardless of value. Each such statement shall be transmitted to the Commissioner of General Services, the State Legislature, the State Comptroller, the Director of the Division of the Budget and the Authorities Budget Office, not less than ninety days in advance of such Disposal, and a copy thereof shall be preserved in the Authority's files.
6. No Property in excess of five thousand dollars (\$5,000) owned or otherwise in the control of the Authority may be disposed or otherwise alienated for less than its Fair Market Value except if:
- a) the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Property will remain with the government or any other public entity;
 - b) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or
 - c) in the event the Authority seeks to transfer Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Authority's mission, purpose or governing statutes, the Authority shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if

the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate and Assembly, the Authority may effectuate such transfer provided, however, that with respect to a below-market transfer by the Authority that is not within the purpose, mission or governing statute of the Authority, if the governing statute provides for the approval of such transfer by the executive and legislative branches of the political subdivision in which the Authority resides, and if the transfer is of Property obtained by the Authority from that political subdivision, then such approval shall be sufficient to permit the transfer.

- d) In the event a below Fair Market Value Property transfer is proposed, the following information must be provided to the Authority's Board of Trustees and the public:
 - (1) a full description of the Property;
 - (2) an appraisal of the Fair Market Value of the Property and any other information establishing the Fair Market Value sought by the Board of Trustees;
 - (3) a description of the purpose of the transfer and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Property is situated as are required by the transfer;
 - (4) a statement of the value to be received compared to the Fair Market Value;
 - (5) the names of any private parties participating in the transfer and, if different than the statement required by subparagraph (iv) of this Subsection, a statement of the value to the private party; and
 - (6) the names of other private parties who have made an offer for such Property, the value offered and the purpose for which the Property was sought to be used.
- e) Before approving the Disposal of any Property for less than Fair Market Value, the Board of Trustees shall consider the information described in paragraph b of this Subsection and make a written determination that there is no reasonable

alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

7. In cases where a Disposal of Property [in excess of five thousand dollars \(\\$5,000\)](#) is made without competitive bidding and where the proposed contract price for the Property disposed of is less than Fair Market Value, a detailed explanation of the justification for making the Disposal without competitive bidding shall be prepared, and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such Disposal and have determined that it complies with applicable law and these Guidelines.

B. DISPOSAL OPTIONS IF NO BIDS OR NO ACCEPTABLE BIDS ARE RECEIVED

The appropriate PDC shall confer with the [DSP&WDTP](#) and the Contracting Officer or authorized designee to decide (i) if re-soliciting is feasible; (ii) if shipment to a third-party contractor for Disposal would result in higher-priced proposals; (iii) if disposal by other methods would be appropriate; and/or (iv) if the Fair Market Value estimate requires review or adjustment, where:

1. the solicitation pursuant to Section VI.A does not produce any bids to purchase the Property;
2. in the opinion of the Authority, the bids are not arrived at independently;
3. all bids are not reasonable in accordance with Section X.C; or
4. all bids received are less than the Authority's Fair Market Value estimate.

VII. CENTRALIZED DISPOSAL

- A. Subject to the approval of the Contracting Officer or authorized designee and in accordance with Article VI of these Guidelines, in either the initial document authorizing the disposal or through a subsequent communication, Property may be disposed of using any of the following methods:
 1. Shipment of the material to a third-party vendor(s), selected by competitive bidding, which, pursuant to these Guidelines, will market the material for sale or dispose of such material in accordance with environmental and any other Authority requirements.
 2. Consolidation of such Property at one of the Authority's facilities or an offsite warehouse for the purpose of conducting a sale managed by Authority staff, possibly with the assistance of an outside contractor.
 3. Participation in public auctions provided the advertisement for bids through such methods permits full and free competition consistent with the value and nature of

the property, as may be conducted through an independent auctioneer, online auction service, or another utility.

VIII. DECENTRALIZED DISPOSAL

- A. The Regional Manager, Project Manager, or head of a Department or Division requiring disposal of Property which he or she believes to be disposable, will submit to the responsible PDC a written description of the material, with the original price (if known), and estimate of the Property's Fair Market Value (if available). If practical, a photograph of the material or equipment in question should be provided. Such submission shall be made to the responsible PDC for the location where the Property is located.
- B. If the responsible PDC, in conference with either the [DSP&WDTP](#) or the Contracting Officer or authorized designee, as appropriate, determines that other Authority facilities may have an interest in the Property, a notice should be sent to the other Authority facilities advising of its availability and requesting a response within a specified time frame. A record of the notice will be maintained by the responsible PDC. In the event that the responsible PDC and either the [DSP&WDTP](#) or the Contracting Officer or authorized designee, as appropriate, determine there is no interest in such material at other Authority facilities, a written explanation should be prepared by the PDC to that effect and maintained in the file for that transaction.
- C. If no response to the notice is received, the responsible PDC will solicit bids for the purchase of such Property in accordance with these Guidelines.

IX. PARTIES PROHIBITED FROM BIDDING

- A. All current and former employees of the Authority and relatives of such employees or third parties acting on behalf of such employees shall not be eligible to bid for the purchase of Authority Property and are prohibited from subsequently acquiring it in any manner. Each bidder will be required, as part of his or her bid, to certify, by signing Attachment "A," that he or she is not a current or former employee of the Authority, is not related to any current or former employee of the Authority and is not acting on behalf of a current or former employee of the Authority or a relative of any such employee. No bid will be accepted unless accompanied by such certification.
- B. The term "related to" as used in paragraph A above means the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

X. EVALUATION OF PROPOSALS; AWARD OF CONTRACT

- A. Following the receipt of proposals for the Property, the responsible PDC shall evaluate the proposals submitted and determine whether the highest of such proposals is reasonable, given the estimated Fair Market Value of the Property.
- B. If the responsible PDC determines that the highest bid received is reasonable, the responsible PDC shall recommend to the Responsible Officer(s) or designee, as hereinafter defined in Article XI, that such bid be accepted, and upon the written approval of the Responsible Officer(s) or designee, the sale shall be made to the person offering such proposal. After obtaining all necessary approvals in accordance with Article XI "Authorization Levels," a Sales Agreement appended hereto ("Attachment C") must be executed by the responsible Authority staff member and by the successful bidder prior to completion of the transaction. (See Section XI.C.)
- C. If either (a) the responsible PDC determines that the highest bid is not reasonable or (b) the Responsible Officer(s) or designee decline(s) to authorize the sale, the Property will, except as provided in paragraph D below, be retained for future disposal in accordance with these Guidelines. Factors to be considered in determining whether a bid is reasonable include, but are not limited to: adequacy of the estimate of the Fair Market Value, anticipated improved future market conditions, potential for other means of disposal or redeployment, financial viability of the bidder, and condition of the Property.
- D. Notwithstanding any determination by the responsible PDC, the Responsible Officer(s) or designee, with the review and approval of the Contracting Officer, may direct the sale of the Property to the person or firm submitting the highest bid.
- E. No Authority employee who is involved in the award of Authority grants or contracts, may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- F. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section E above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- G. No Authority employee may take part in any contracting decision involving the payment of \$1,000 or more: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or

partner of that entity. If a contracting matter arises relating to this Section G, then the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

XI. AUTHORIZATION LEVELS AND SIGNING AUTHORITY

- A. For the purposes of these Guidelines, the Responsible Officer(s) or designee will in each case review the appropriateness of the Fair Market Value estimate and the recommendation for contract award for disposal of the Property. Responsible Officers or designee are designated as follows:
1. The Board of Trustees, if the Fair Market Value of the Property is greater than \$1,000,000 or if the Disposal is for less than Fair Market Value in accordance with paragraph VI.A.6; or
 2. The President or the Chief Operating Officer or equivalent(s), if the Fair Market Value of the Property is up to \$1,000,000; or
 3. The Executive Vice President and Chief Financial Officer or equivalent(s), if the Fair Market Value of the Property is up to \$750,000; or
 4. For Fleet-related transactions, the [Senior Executive](#) Vice President – ~~Human Resources and Enterprise Shared Services~~ [Chief HR & Administrative Officer](#) or equivalent(s), if the Fair Market Value of the Property is up to \$750,000; or
 5. The Vice President – [Procurement Strategic Supply Management](#) or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or
 6. For Fleet-related transactions, the Vice President – Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or
 7. The [DSP&WDTP](#), if the Fair Market Value of the Property is up to \$100,000; or
 8. For Fleet-related transactions, the Director – Fleet Operations, if the Fair Market Value of the Property is up to \$100,000; or
 9. The responsible PDC, if the Fair Market Value of the Property is \$5,000 or less.
- B. For public auctions or similar centralized disposals, such authorization should be obtained prior to submitting Property to auction based on the estimated Fair Market Value of the Property.
1. For purposes of these Guidelines, the Director - Fleet Operations (“DFO”) or equivalent(s) and [DSP&WDTP](#) are authorized to sign Disposal Sales Agreements based upon the provisions of Section XI.A above whereby the DFO is authorized to

sign fleet-related sales agreements and the [DSP&WDTP](#) may sign both fleet and non-fleet sales agreements.

2. For decentralized disposals, such authorization should be obtained prior to signing of Sales Agreement or award of contract, in accordance with the Authorization Levels set forth in Section XI.A. Sales Agreements for individual disposal transactions through a decentralized sale should be signed in accordance with the limits set forth in the Authority's Expenditure Authorization Procedures – Attachment C.
3. The foregoing provisions of this section shall not apply to the sale of energy and fuel. Such authorization shall be governed by the transaction authorization limits for energy and energy-related financial transactions, as adopted by the Authority's Board of Trustees.

XII. OTHER METHODS FOR DISPOSAL OF PERSONAL PROPERTY

A. Disposals as Part of a Competitive Procurement

These Guidelines are not intended to restrict disposals as part of a competitive procurement, including trade-ins, where the procurement is competitively bid and awarded in accordance with the Authority's Guidelines for Procurement Contracts and Fair Market Value can be obtained for the Property. Any such proposed disposal must be included as part of the solicitation of bids for the procurement. The solicitation must also include an estimated Fair Market Value of the Property or minimum bid amount. The disposal or trade-in value must be stated in the proposals from bidders. When disposing of Property as part of a competitive procurement, the Authority may consider the cost difference between the accepted proposal and the next lowest responsive proposal as part of the consideration for the disposal of the Property.

B. Return to the Original Equipment Manufacturer ("OEM") or to the Source

For Property with a Fair Market Value of \$15,000 or less, return of materials to the OEM or the source is permissible provided that the Authority receives full value for any materials equal to the price paid by the Authority or the estimated Fair Market Value of the Property. In the event a re-stocking fee is charged by the OEM or the source, the [DSP&WDTP](#) or the Contracting Officer or authorized designee, as appropriate, shall be consulted to determine if such a re-stocking fee is reasonable and if there are other opportunities for sale of such material. Approval of all such returns to the OEM or the source when a re-stocking fee is charged, must be in accordance with the Authorization Levels delineated in Section XI.A.

C. Disposal through the New York State Office of General Services (OGS)

The Authority may utilize OGS for Disposal of Authority-owned Property including on-line disposal methods offered by OGS. In addition, in accordance with New York State law, surplus computers and related accessories, surplus office furniture, and other equipment may, with the

approval of the Contracting Officer or authorized designee, be transferred to OGS for disposition, in the case of computers and accessories to school districts located near Authority offices or operating facilities, or in the case of office furniture and office equipment, to other state entities. Disposal of these items in this manner represents the best value to New York State in lieu of attempted re-sale of such materials.

XIII. METHODS OF PAYMENT

The proceeds from the sale of Property in the form of cash or a certified check made payable to the Authority must be forwarded to the Authority's Treasurer by the Facility PDCs and to the Authority's Controller's Office by the [DSP&WDTP](#) and WPO PDC(s). In certain cases involving a transfer of Property to other state agencies or authorities, the performance of documented services to the Authority equal to or greater in value to the Fair Market Value of the Property, will serve as payment for such Property. The authorization limits of Article XI shall apply to such transactions.

XIV. REPORTING REQUIREMENTS

- A. The Authority shall publish, not less frequently than annually, a report of all Property having a FMV in excess of \$5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Property disposed of by the Authority during such period. Such report shall be prepared in conjunction with the report required by the Authority's "Guidelines for the Disposal of New York Power Authority Real Property."
- B. Such report, as approved by the Board of Trustees, shall be submitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.
- C. These Guidelines, as approved by the Trustees, shall be reviewed and approved annually by the Authority's Board of Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the Guidelines most recently reviewed and approved by the Board of Trustees, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the Comptroller, the Authority shall also post such Guidelines on the Authority's internet website and maintain such Guidelines on the website.
- D. For disposal by negotiation of Property over \$15,000, Property of any value related to the disposal of Real Property by exchange, or Property where part of the consideration received is Real Property, an explanatory statement shall be prepared and submitted to the parties as set forth in Subsection VI.A.5.
- E. ~~The Authority's Governance Committee meets at least three times per year.~~ Staff from the Business Services Business Unit, or equivalent(s), prepare and present ongoing reports

regarding disposals of personal property ~~and real property~~ at regularly scheduled Board of Trustee Governance Committee meetings.

The Authority may be called upon periodically to submit information regarding the Disposal of Personal Property to organizations implementing the PAAA or other statutes regulating the disposal of Property, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").

BID SHEET

The following personal property is available for sale "AS IS, WHERE IS" and the Power Authority gives no warranty whatsoever as to its condition.

LUMP SUM BID AMOUNT* \$ _____

Subject to all terms and conditions set forth on the reverse hereof, the undersigned offers and agrees to purchase the above-described personal property at the bid amount indicated.

Signature

Company Name

Name (printed)

Street Address

Date

City, State Zip Code

Fax Number

Telephone Number

* All sales are subject to New York State Sales Tax and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

PERSONAL PROPERTY SALE
SALE NO. _____
NEW YORK POWER AUTHORITY
(ADDRESS OF PROJECT)
Telephone: () _____
FAX: () _____

Subject to the terms and conditions stated below, bids will be received on the personal property, either by mail, fax or hand delivery at the (Location) no later than (Date)

The personal property is available for inspection, by appointment, at the (Project). For an appointment, please contact the Property Disposal Coordinator, (Name) at (Telephone no.).

Successful bidders will be required to pay by certified check, on notice from the Authority that the bid has been accepted, and remove the personal property from the Authority's premises within ten (10) calendar days after receipt of notice of award.

Envelopes containing bids submitted by mail should be marked on the outside to indicate that a bid on Sale No. _____ is enclosed.

Current and former employees of the Power Authority or relatives of such employees or third parties acting on behalf of such employees or relatives are ineligible to bid and are prohibited from subsequently acquiring such personal property in any manner.

1. **INSPECTION.** Bidders are invited, urged and cautioned to inspect the personal property being sold prior to submitting a bid. The personal property will be available for inspection at the time and place specified above. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION OF PROPERTY.** All personal property listed is offered for sale "AS IS, WHERE IS". The Authority does not in any way warrant the fitness of the personal property for any particular use or its merchantability and disclaims any other representations or warranties, express or implied, including, but not limited to, quality, character, performance or condition of the personal property or any of its component parts, assemblies, or accessories.
3. **CONSIDERATION OF BIDS.** Bids must be submitted in writing on the form provided by the Authority (see reverse side) and shall be submitted on all items listed. The Authority reserves the right to reject any and all bids, to waive technical defects in bids and to award sale of the items as may be in the best interest of the Authority.
4. **PAYMENT.** The Purchaser agrees to pay for the awarded personal property in accordance with the prices quoted in his/her bid. Payment of the full purchase price must be made within the time allowed for removal, and prior to the release of any personal property to the Purchaser.
5. **NEW YORK STATE SALES AND COMPENSATING USE TAX.** All sales will be subject to New York State Sales and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

ADVERTISEMENT FOR PROPOSALS

The following described personal property, shall be sold "AS IS, WHERE IS" by the New York Power Authority ("the Authority").

1. Sealed bids are invited for the above, which will be available for inspection by inquiry at the (Location/Building) at the (Project and Address) between the hours of ____ a.m. to ____ p.m. on (Date/s). Bids must be submitted on the Authority's bid form, which can be obtained by calling (Telephone no.). No bid will be accepted unless it is on such form. Bids shall be accepted on or before ____ p.m. on (Date).
2. Current and former employees of the Authority or relatives of such employees or third parties seeking to act on behalf of such employees or relatives shall be ineligible to bid.
3. Successful bidders, on notice from the Authority, shall be required to pay by certified check and shall promptly remove the personal property from the Authority's property.
4. The Authority reserves the right to reject any and all bids.

**PERSONAL PROPERTY
SALES AGREEMENT**

_____, the Buyer, and the Power Authority of the State of New York ("the Authority"), agree as follows:

1. The personal property identified herein is sold by the Authority and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.
2. **THE AUTHORITY DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**
3. The Buyer warrants that he/she/it is not a current or former Authority employee, is not related to an Authority employee, and did not bid on behalf of an Authority employee. Buyer is aware that Authority employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.
4. The Buyer shall indemnify and hold harmless the Authority and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.
5. Except for disposals by public auction, the Buyer shall remove the personal property from the Authority's premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York Power Authority.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____ 20 _____

Buyer (print or type)_____

_____**Seller:**

Power Authority of the State of New York

123 Main Street

White Plains, NY 10601

Authorized Signature_____
Authorized Signature_____
Full Name (printed)_____
Title_____
Title**PRIVACY LAW NOTIFICATION**

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF AUTHORITY PROPERTY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the Power Authority of the State of New York in the sale of Authority personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Authority.

This information will be maintained by Fleet Operations, at the Power Authority of the State of New York, Clark Energy Center located at 6520 Glass Factory Road, Marcy, N.Y. 13403, (315) 724-8186 or, when appropriate, by the [Procurement Strategic Supply Management](#) Department at the Corporate office or at one of the Authority facilities.

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000

DESCRIPTION	PURCHASER	SALE PRICE	PRICE RECEIVED by the Authority
R-22 REFRIGERANT	HUDSON TECHNOLOGIES	\$ 66,335.00	\$ 66,335.00
SUBTOTAL:		\$ 66,335.00	\$ 66,335.00

POWER AUTHORITY OF THE STATE OF NEW YORK

2019 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000

FLEET OPERATIONS

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED by the Authority
2012 CHEVROLET TAHOE	FREDERICK STOWELL	\$ 9,750.00	\$ 100.00	\$ 9,650.00
2010 CHEVROLET TAHOE	SEAN MCBRIDE	\$ 7,000.00	\$ 100.00	\$ 6,900.00
2015 CHEVROLET TAHOE	ARCIA SERVICES LLC	\$ 14,000.00	\$ 100.00	\$ 13,900.00
2015 CHEVROLET TAHOE	THE RESALE CENTER	\$ 13,500.00	\$ 100.00	\$ 13,400.00
2011 CHEVROLET TAHOE	UPSTATE AUTO SALES INC	\$ 7,250.00	\$ 100.00	\$ 7,150.00
2010 FORD ESCAPE	ANTHONY BURNETT	\$ 6,500.00	\$ 100.00	\$ 6,400.00
2008 FORD ESCAPE	COMMUNICATION SPECIALISTS INC	\$ 5,100.00	\$ 100.00	\$ 5,000.00
2008 FORD ESCAPE	COMMUNICATION SPECIALISTS INC	\$ 5,100.00	\$ 100.00	\$ 5,000.00
2010 FORD ESCAPE	CLAYCOMB AUTO SALES INC	\$ 6,000.00	\$ 100.00	\$ 5,900.00
2008 FORD F350 PICKUP	VAUGHN MOSER	\$ 6,000.00	\$ 100.00	\$ 5,900.00
2009 FORD F250 PICKUP	ICAR AUTO SALES	\$ 6,000.00	\$ 100.00	\$ 5,900.00
2009 FORD F250 PICKUP	ERIN SPERRY	\$ 10,250.00	\$ 100.00	\$ 10,150.00
2009 FORD F250 PICKUP	UPSTATE AUTO SALES INC	\$ 6,500.00	\$ 100.00	\$ 6,400.00
2008 FORD F350 PICKUP	AARON DAVIS	\$ 8,250.00	\$ 100.00	\$ 8,150.00
2009 FORD F250 PICKUP	UPSTATE AUTO SALES INC	\$ 8,500.00	\$ 100.00	\$ 8,400.00
2011 FORD F350 UTILITY	UPSTATE AUTO SALES INC	\$ 11,250.00	\$ 1,367.55	\$ 9,882.45
2008 FORD F550 UTILITY	JAMES MCCOY	\$ 8,000.00	\$ 100.00	\$ 7,900.00
2008 FORD F550 UTILITY	ACE EQUIPMENT NORTH	\$ 12,000.00	\$ 100.00	\$ 11,900.00
2008 FORD F550 DUMP	BRUCE M BELLACE INC PLUMBING AND HEATING	\$ 16,500.00	\$ 100.00	\$ 16,400.00
2005 FREIGHTLINER M2 106/2005 ELLIOTT L60R	DANIEL BURKE EC&I INC	\$ 55,000.00	\$ 100.00	\$ 54,900.00
2006 CAMOPLAST TROOPER	PETERSON EQUIPMENT COMPANY	\$ 20,000.00	\$ 100.00	\$ 19,900.00
2008 FORD F350	PATTERSON FARMS	\$ 10,500.00	\$ 100.00	\$ 10,400.00
2008 FORD F350	JOSEPH GUIDO	\$ 6,250.00	\$ 100.00	\$ 6,150.00

POWER AUTHORITY OF THE STATE OF NEW YORK

2019 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000

FLEET OPERATIONS (CONTINUED)

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED by the Authority
2008 FORD F350	UPSTATE AUTO SALES	\$ 9,000.00	\$ 100.00	\$ 8,900.00
2008 FORD F350	TODD CABLE CONSTRUCTION	\$ 8,000.00	\$ 100.00	\$ 7,900.00
2009 FORD F250	UPSTATE AUTO SALES	\$ 9,500.00	\$ 100.00	\$ 9,400.00
2009 FORD F150	ERIC RODRIGUEZ	\$ 6,250.00	\$ 100.00	\$ 6,150.00
2011 FORD F350	ICAR AUTO SALES	\$ 9,500.00	\$ 100.00	\$ 9,400.00
2011 FORD F350	KENN SCHL LLC	\$ 14,500.00	\$ 100.00	\$ 14,400.00
2008 FORD F350	G&C MARTIN LOGGING	\$ 10,500.00	\$ 100.00	\$ 10,400.00
2008 FORD F350	UPSTATE AUTO SALES	\$ 11,500.00	\$ 100.00	\$ 11,400.00
2010 FORD F350	MBC CONTRACTORS INC	\$ 14,000.00	\$ 100.00	\$ 13,900.00
2010 INTERNATIONAL 7500	WM BIRS INC	\$ 17,000.00	\$ 100.00	\$ 16,900.00
2005 FREIGHTLINER SEMI TRACTOR	BARBERTON TREE SERVICE	\$ 21,000.00	\$ 100.00	\$ 20,900.00
2008 AEBI TERRATRAC TT270	TODD CABLE CONSTRUCTION	\$ 45,500.00	\$ 100.00	\$ 45,400.00
2007 JLG 600SC	WM BIRS INC	\$ 32,000.00	\$ 100.00	\$ 31,900.00
2004 YALE GLP050TGEUAE086	MICHAEL HOUGHTON	\$ 6,500.00	\$ 100.00	\$ 6,400.00
2004 INGERSOLL RAND AIR COMPRESSOR	EXCEL CABLE SERVICES LLC	\$ 8,500.00	\$ 100.00	\$ 8,400.00
	FLEET SUBTOTAL:	\$ 482,450.00	\$ 5,067.55	\$ 477,382.45
	+ SUBTOTAL Page 1:	<u>\$ 66,335.00</u>	--	<u>\$ 66,335.00</u>
	GRAND TOTAL:	<u>\$ 548,785.00</u>	\$ 5,067.55	<u>\$ 543,717.45</u>

**POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS**

EXECUTIVE SUMMARY

The Power Authority of the State of New York (the “Authority”) is a corporate municipal instrumentality and political subdivision of the State of New York. The Authority generates, transmits and sells electric power and energy principally at wholesale. The Authority’s primary customers are municipal and investor-owned utilities and rural electric cooperatives located throughout New York State, high-load-factor industries and other businesses, various public corporations located within the metropolitan area of New York City and certain out-of-state customers. The Authority does not use tax revenues or State funds or credit. It finances construction of its projects through bond and note sales to private investors and repays the debt holders with proceeds from operations.

The Authority requires the services of outside firms for accounting, engineering, legal, public relations, surveying and other work of a consulting, professional or technical nature to supplement its own staff, as well as to furnish varied goods and services and perform construction work. Many of these contracts are associated with the construction, maintenance and operation of the Authority's electric generating and transmission facilities, transmission lines, as well as for support of Energy Solutions (“ES”) and Energy Efficiency (“EE”) programs.

The Canal Corporation is fully integrated into the NYPA procurement process and all related contracts for goods and services are included in this report.

PROCUREMENT GUIDELINES (Exhibit “A-2”)

In compliance with the applicable provisions of § 2879 of the Public Authorities Law (“PAL”), as amended, the Authority has established comprehensive Guidelines detailing its operative policy and instructions concerning the use, awarding, monitoring and reporting of procurement contracts. The Guidelines describe the Authority’s process for soliciting proposals and awarding contracts. Topics detailed in the Guidelines include solicitation requirements, evaluation criteria, contract award process, contract provisions, change orders, Minority- and Women-owned Business Enterprise (“MWBE”) and Service-Disabled Veteran-Owned Business (“SDVOB”) requirements, employment of former officers and reporting requirements. These Guidelines, approved by the Authority’s Trustees, were initially implemented on January 1, 1990, and have been amended as deemed advisable and necessary, and reviewed and approved by the Board annually since that date, the last approval was on March 26, 2019.

Staff has reviewed the Procurement Guidelines and recommends several changes to make them more consistent with the law or to improve or clarify the Authority's procurement process. These amended Guidelines, as reviewed by the Governance Committee on March 31, 2020, are now presented to the full Board of Trustees for review and approval at their meeting of the same date. The approved Guidelines will become effective on March 31, 2020 and will be posted on the Authority's internet website. Such Guidelines will also be filed with the Director of the Division of the Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office within 90 days of the end of the calendar year.

ACCOMPLISHMENTS

Major Procurement efforts in 2019 included purchase of goods, services and construction work in support of the Authority's Sensor Deployment Program, Moses Adirondack Smart Path Project, the operating projects and Headquarters facilities, Life Extension and Modernization ("LEM") Program at Niagara's Lewiston Pump Generating Plant, Transmission LEM and EE Programs. The Authority's SSM Department also supports the requirements of the Authority's operations and maintenance work, capital projects including the Plattsburgh to Vermont PV-20 line installation across Lake Champlain, Energy Solutions Programs including the NY Energy Manager, the Puerto Rico Electric Power Authority (PREPA) and US Virgin Island hurricane Maria relief effort, Headquarters operations along with the Authority's Strategic Initiatives and Digital Transformation.

The Power Authority has achieved a singular distinction in becoming the first electric utility in North America to receive ISO 55001 certification for asset management. The long-sought certification demonstrates that NYPA meet the rigorous standards of the International Organization for Standardization (ISO) for the asset management of our 16 generating facilities, 26 substations and more than 1,400 circuit-miles of high-voltage transmission lines. SSM was an active participant in the ISO 55000 working group specifically as related to sourcing outsourced asset maintenance.

To align NYPA's procurement processes with the industry's best practices, the Strategic Supply Management group has implemented SAP Ariba Procure to Contract cloud solution with a comprehensive Supplier Information Management and Performance, Electronic Sourcing, and Contract Management system. In 2019 SSM expanded the Ariba platform with the addition of Catalog Management and Risk Management modules. Both modules have been fully integrated in 2019. The Catalog Management feature enables catalog technology for high volume goods such as industrial supplies to be procured easily and efficiently directing spend to selected suppliers. This reduces rogue spend and ensures discounted pricing based on volume spend. Suppliers were selected through the competitive bid process.

The Ariba Risk module helps to assess, mitigate and monitor supplier risk in the following areas: environmental/social, financial, operational, and regulatory/legal compliance for our current suppliers and potential bidders. The tool also helps identify inherent risk for sourcing events and remediation activities to mitigate identified exposures.

Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC) has defined new standards aimed at improving defenses against an increasing number of attacks targeting Bulk Electric System (BES) supply chains. In 2019 NYPA's Reliability Standards Compliance team in collaboration with Cyber Security and Strategic Supply Management began working with colleagues from multiple disciplines across the Authority to prepare our organization to comply with these new regulatory requirements, changing the way we procure cyber assets for the BES.

SUPPLIER DIVERSITY PROGRAM ("SDP")

From January 1, 2019 to December 31, 2019 the Authority and the Canal Corporation expended \$126.3 million, or 26%, of its reportable expenditures to New York State-certified Minority-Women-owned Business Entities ("MWBEs"). This includes direct contracts and subcontracts, as well as construction and energy efficiency-related work. Additionally, Treasury transactions with NYS-certified MWBE financial dealers for the same period resulted in \$362.9 million, or 21.2%, in principal sales and purchases for the Authority.

The Authority's request for a more appropriate and attainable 2019 Goal Plan of 22% was again approved. Management continues to be confident that the new procurement model, proper procurement goal assessment, enhanced tracking and reporting of MWBEs and SDVOBs along with the revised approaches in determining MWBE goal participation collectively provides the Authority continued success in providing opportunities to diverse suppliers.

The Authority is diligent in its work with Empire State Development ("ESD") and the Office of General Services to meet their respective legislative requirements. SDP management continues to work with ESD's Business Development Unit to create a Mentor-Protégé Program and anticipates onboarding participants by Q3 2020.

In 2019 SDP hosted three (3) outreach events, a Supplier Expo in White Plains (September), Purchasing Exchanges at the Visitor's Center in Niagara (August) and the Visitor's Center in St. Lawrence (May). The Supplier Expo which included Canal suppliers was by far the largest event with 14 state agency exhibitors and 25 vendors. The event included morning and afternoon workshops with panelists and moderators on topics that were impactful and educational for all 225 participants. In addition, SDP also participated as an exhibitor in 9 outreach events throughout the state and served as a panelist at one event.

December 2019, NYPA was asked to present at the MWBE Monthly Authority Chamber Meeting in the Capital's Blue Room on "MWBE Best Practices." Victoria Daniels, Manager, Supplier Diversity and Eric Alemany, Director of Supplier Relationship Management attended the December 12th meeting and presented on NYPA's behalf.

Please note that the rates and values in this summary were generated for internal tracking purposes based on NYPA's calendar year reporting and is not be in alignment with approved NYS fiscal year measures.

SERVICE-DISABLED VETERAN-OWNED BUSINESS (“SDVOB”) PROGRAM

The Service-Disabled Veteran-Owned Business Act was signed into law by Governor Andrew M. Cuomo on May 12, 2014. In January of 2015, the Authority was selected as one of four (4) authorities to participate in a pilot program under the auspices of the Office of General Services (“OGS”). The program is now in full effect and all New York State agencies and authorities are mandated to meet six percent (6%) SDVOB participation goals. NYPA will continue to aggressively support the SDVOB program.

Service-Disabled Veteran-Owned Business (“SDVOB”) utilization for the period January 1, 2019 to December 31, 2019 was approximately \$11.9 million, or 94%, of designated spend. Additionally, SDVOB financial dealers transacted over \$163.6 million, or 9.6%, in principal sales and purchases during the same period.

The Authority continues to be recognized by the Office of General Services as one of the leading agencies in this area. As the program evolves, target areas will be expanded to afford even greater procurement opportunities for the SDVOB community.

CREDIT CARD PROCUREMENT SYSTEM

The Credit Card Procurement System (CCPS) is utilized to procure goods and services valued under \$5,000. At the end of 2019, the Authority had approximately 144 cardholders in both headquarters and operating facilities excluding Canal. The average value of a single transaction was approximately \$684. The average number of credit card transactions was 967 per month, with an average total monthly value of \$661,000, totaling nearly \$7.9 million for the year.

The total estimated rebate for the Authority including Canal from JP Morgan Chase based on credit card activity for the year 2019 is estimated at \$128,000.

2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS (Exhibit “A-1”)

The Annual Report includes specific details for procurements with a value of \$5,000 or greater that were open, completed or awarded in 2019, including contracts that were extended into 2020 and beyond. There were 2,618 such contracts with an estimated value of approximately \$10.2 billion, which also includes fossil fuel and corporate finance expenditures and excluding Canal. Total procurement expenditures in 2019 were nearly \$786 million. This amount includes nearly \$127 million for the purchase of fossil fuels and related services.

The following is a breakdown of the total value of contracts including fuels and corporate finance by contract type:

- 2% Architectural and Engineering
- 43% Construction Services
- 38% Equipment and Commodities
- 2% Major Maintenance / Plant Outage services
- 5% Personal Services contracts such as professional including legal and IT consulting
- 9% Non-Personal Service contracts such as maintenance, repairs, and telecom services
- .5% Contingent Workforce Services
- .5% IT Hardware and Software

Approximately 98% of contract value was competitively bid. In 2019, approximately 2% of contracts (with a total contract value of \$168 million), were sole/single-source awards, which included over \$1.5 million in MWBE, SDVOB, and SBE contract awards. The sole/single-source awards included, but were not limited to, the purchase of spare parts and services from original equipment manufacturers (OEM), procurements from proprietary sources and procurements required on an emergency basis.

Company Policy Title:

Policy Number:

CP 3-1



NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
3/31/2020	2	Annual updates include definition of Software; statutory updates for procurement announcements and the dollar cap for MWBE discretionary spend	Sections 2, 3, 6	Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence
3/26/2019	1	Per PAL §2879, the Guidelines were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for clarity, ease of use and include minor changes to reflect current regulatory and statutory changes.	Sections 1,2,3,4,6,7, 10 and 13	Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence

NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

1. PURPOSE

These Guidelines for Procurement Contracts (“Guidelines”) set forth the policy of the Authority regarding the solicitation and awarding of Procurement Contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

- A. “Procurement Contracts” are contracts for the acquisition of goods and/or services in the actual or estimated amount of \$5,000 or more. Such goods and/or services are those necessary to support the Authority’s White Plains office, facilities, operations and maintenance (“O&M”) and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C. below.
- B. “Non-Procurement Contracts” include contracts under \$5,000, contracts for energy with or without environmental attributes included, capacity, renewable energy certificates, ancillary services, transmission, distribution or related services in support of providing service to Authority customers; contracts for differences; financial hedge contracts (including but not limited to swaps, calls, puts or swap options) or credit rating services; certain insurance and healthcare products that do not readily lend themselves to a competitive solicitation. In addition, Non-Procurement Contracts include direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Authority participates.
- C. “Services Contracts” are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Authority) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Authority) and construction management. Non-Personal Services include but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Authority supervision; maintenance, repairs, and printing services. Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Authority staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

- D. “Goods” include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as Equipment,” where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.
- E. “Software” includes on-premise applications as well as Software-as-a-Service (SaaS) which is defined as a software distribution model in which a third-party provider hosts application and makes access available to customers over the Internet. “Software” shall be considered “Equipment” where such term is used throughout these Guidelines.
- F. “Evaluation of Proposals,” as further set forth in Section 4 below, includes as evaluating factors the Authority’s consideration of a bidder’s skill, judgment and business integrity.
- G. “Contact” is any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority’s conduct or decision regarding the procurement.
- H. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.
- I. “Minority- and Women-owned Business Enterprise” (“MWBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Authority’s Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.
- J. “Small Business” (or Small Business Enterprise, “SBE”), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1) in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.
- K. “Single Source” is a procurement in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.

- L. “Sole Source” is a procurement in which only one offeror is capable of supplying the required goods or services.
- M. “Service-Disabled Veteran-Owned Business” (“SDVOB”) is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.
- N. “Discretionary Purchase” is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding \$500,000 for the purchase of commodities and/or services from Small Business Enterprises or NYS-certified MWBE firms, and without a dollar cap for SDVOB firms as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Authority, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than \$500,000, pursuant to State Finance Law § 163.
- O. “Disadvantaged Business Enterprise” (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.
- P. “Operation and Maintenance” (“O&M”) generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an “asset”) in optimal operating condition and/or to restore an asset to its productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA’s production/transmission facilities and energy programs.
- Q. “Capital projects” generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA’s customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. SOLICITATION REQUIREMENTS

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Strategic Supply Management (“SSM”) Department, or the facilities’ SSM Departments, and the initiating department. Except as otherwise authorized by these Guidelines, a Request for Proposals (“RFP”) or Request for Quotations (“RFQ”) will be made available to a minimum of three providers and/or firms (if available) for purchases valued under \$50,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$50,000 and greater, commensurate with the magnitude and nature of the goods and/or services, and the schedule for performance.
- B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information (“RFI”). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder’s skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.
- C. The Authority may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Authority representative.
- D. In order to promote the use of Minority- and Women-owned Business Enterprises (“MWBEs”), Service-Disabled Veteran-Owned Businesses (“SDVOBs”) and Small Business Enterprises (“SBEs”), the Authority will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding \$500,000, in the aggregate including all amendments, from a NYS-certified MWBE or an SBE that offers a reasonable price for such goods and/or services. An SDVOB may be awarded on the basis of a single proposal that offers a reasonable price for such goods and/or services without a dollar cap. The award of such proposal requires the written approval of the Vice President, SSM. Any subsequent alteration to the accepted proposal, including, but not limited to, change orders, amendments, or supplemental terms shall also necessitate the written approval of the Vice President, SSM. Furthermore, the award of such Procurement Contracts will be noticed on the *Contract Reporter* website, as further set forth in Section 3.H.
- E. It is the policy of New York State to promote the participation of and maximize the opportunities for New York State Business Enterprises and New York State residents in Procurement Contracts. The Authority will endeavor to promote such participation and to comply with the applicable statutory provisions. In furtherance of Public Authorities Law § 2879, the following definitions and actions apply:

1. "New York State Business Enterprise" is a business enterprise, including a sole proprietorship, partnership or corporation that offers for sale or lease or other form of exchange, goods sought by the Authority that are substantially manufactured, produced or assembled in New York State or services, excluding construction services, sought by the Authority that are substantially performed within New York State as further described in Public Authorities Law § 2879.
 2. "New York State resident" is a person who maintains a fixed, permanent and principal home in New York State to which such person, whenever temporarily located, always intends to return as further described in Public Authorities Law § 2879.
 3. "Foreign Business Enterprise" is a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale, lease or other form of exchange, goods sought by the Authority that are substantially produced outside New York State, or services other than construction services, sought by the Authority that are substantially performed outside New York State as further described in Public Authorities Law § 2879. For purposes of construction services, Foreign Business Enterprise is a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.
 4. "Discriminatory Jurisdiction" is any country, nation, province, state or political subdivision thereof which employs a preference or price distorting mechanism to the detriment of, or otherwise discriminates against, a New York State Business Enterprise in the procurement of goods and/or services by the same or a non-governmental entity influenced by the same.
 5. Pursuant to Public Authorities Law § 2879, the Authority shall not enter into a contract with a Foreign Business Enterprise which has its principal place of business in a Discriminatory Jurisdiction contained on the list prepared by the Commissioner of the New York State Department of Economic Development ("DED"). The provisions of this section may be waived by the Authority's President and CEO if the CEO determines in writing that it is in the best interests of the Authority to do so, as further set forth in the above-referenced law.
 6. Pursuant to Public Authorities Law § 2879, the Authority will, where feasible, make use of the stock item specification forms of New York State manufacturers, producers and/or assemblers, as made available by the Commissioner of General Services, for any Procurement Contract for the purchase of goods.
- F. Certain goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State (e.g., the New York State Office of General Services ("OGS")) or Federal government (e.g., General Services Administration ("GSA")) or any city or municipality where the White Plains SSM Department, or facility SSM Departments, and the initiating department determine that a reasonable potential exists for cost savings or other benefits to the Authority and have approved the specifications and proposed terms and conditions of such contract.

Certain Procurement Contracts established by the OGS or GSA require that authorized users conduct a “mini bid” (i.e., an abbreviated supplemental competitive bid procurement process) among prequalified bidders identified in such established contracts. Certain other Procurement Contracts issued by the Authority (e.g., for on-call consulting or contracting services) may also utilize a mini bid process, typically, in cases of a multiple award, where a contract is awarded to more than one bidder that meets the Authority’s bid requirements, in order to satisfy multiple factors and needs as set forth in the bid document. Such mini bids shall be conducted by the Authority’s SSM staff (or on behalf of the Authority by an Implementation Contractor) where applicable and practicable. Within a said multiple award group, work may be assigned to a specific firm without conducting a mini bid, under certain circumstances, including but not limited to: where such firm possesses specialized expertise and is uniquely qualified to perform such work; where time constraints, emergency or other critical conditions exist or geographic location is of primary consideration in order to meet schedule requirements, respond to emergent issues or otherwise meet the Authority’s needs; or when the work scope is below a specified monetary threshold. The decision to assign work without conducting a mini bid shall typically be made jointly by SSM and the initiating departments and shall be documented for the Procurement Record.

- G. Solicitations will include a scope of work that defines the goods required and/or the services to be performed; evaluation criteria (as defined in Section 4.B); milestone dates; the Authority’s Supplier Diversity Program and SDVOB requirements, if applicable; all other applicable Authority requirements and any special methods or limitations that the Authority chooses to govern the work. Telephone solicitation, usually for procurements valued at less than \$50,000, may be used where time constraints do not permit issuance of an RFP, where issuance of an RFP is otherwise impracticable or for goods that are catalog items or do not require a detailed bill of materials or specification. All solicitations made by telephone shall be documented and made part of the Procurement Record.
- H. For all Procurement Contracts with a value equal to or greater than \$50,000 (except for those contracts noted below), the Authority will, prior to soliciting proposals, submit all required information to the Commissioner of the DED to be included on the New York State *Contract Reporter* website, (www.nyscr.ny.gov) (unless such posting would serve no useful purpose). Such information will be submitted to the DED Commissioner in accordance with the schedule set forth by the DED. The due date for bids or proposals will be a minimum of 15 business days after the date of publication of such notice on the *Contract Reporter* website, except where a shorter period is specifically authorized by law. For Procurement Contracts resulting from a Request for Proposal process, the Authority will submit the results of the bid opening, including the names of firms submitting proposals and the name/s of the awardee/s, for inclusion on the *Contract Reporter* website. For all other Procurement Contracts, the name of the awardee will be submitted.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.M, (ii) Procurement Contracts being rebid or re-solicited for substantially the same goods and/or services, within 45 business days after the original due date, and/or (iii) Procurement Contracts awarded to not-for-profit human services providers. (See Article 4-C, Economic Development Law)

Certain Procurement Contracts may require purchases: (1) on a spot market; (2) needed prior to the time limits for noticing on the Contract Reporter website or that do not lend themselves to the solicitation process. Such purchases are exempted from the noticing requirements of Article 4-C of the Economic Development Law subject to the approval of the Vice President, SSM, and/or the head of the initiating department that does not complete its procurements through the SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Authority.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of \$50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding \$500,000 awarded to Small Business Enterprises or NYS-certified MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, for discretionary awards on a single or sole source basis to SDVOB's, or for the purchase of food, including milk and milk products that are grown, produced or harvested in New York State, and certain other Procurement Contracts exempt from the general advertising requirement for Procurement Contract bidding opportunities, in accordance with the afore-referenced law. Such notice shall specify the name of the awardee.

- I. In order to further increase participation of service-disabled veterans in New York State's contracting opportunities, the Service-Disabled Veteran-Owned Business ("SDVOB") Act was signed into law on May 12, 2014. The SDVOB program provides for eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business. The Division of Service-Disabled Veterans' Business Development within the New York State Office of General Services ("OGS") is responsible for certifying eligible SDVOBs, assisting agencies and authorities in complying with the law, and promoting SDVOB participation in the state's procurement activities. Under this program, contracts may be awarded on a non-competitive basis to NYS-certified SDVOBs for discretionary purchases. Alternately, contracts may be competitively bid exclusively among NYS-certified SDVOBs regardless of value, and advertised as such on the *Contract Reporter* website.
- J. Proposals for certain Services Contracts may also be solicited by competitive search, as follows:

For contracts where the scope of work cannot be well defined or quantified, or where selection requires evaluation of factors such as breadth and depth of experience in a unique or highly specialized field and suitability as an Authority representative, a "competitive search" will be conducted to determine which consultants are most qualified, for reasonable compensation terms, to perform the work. Depending on market conditions, at least five potential sources should be evaluated; if there are fewer than five sources, all sources should be evaluated. The White Plains SSM Department or the appropriate facility SSM Department will work with the initiating department to gather information from potential sources, that will include a description of the consultant/firm's qualifications, résumés of key personnel, past experience and proposed billing rates.

- K. A Procurement Contract may be awarded on a Sole Source, Single Source, or other non-competitive basis where:
1. Compatibility of equipment, accessories or spare or replacement parts is the paramount consideration.
 2. Services are required to extend or complement a prior procurement and it is impracticable or uneconomic to have a source other than the original source continue the work.
 3. A sole supplier's item is needed for trial use or testing, or a proprietary item is sought for which there is only one source.
 4. Other circumstances or work requirements exist that cause only one source to be available to supply the required goods and/or services.
 5. The contract is awarded to a Small Business Enterprise or to a NYS-certified MWBE firm for discretionary purchases not exceeding \$500,000, pursuant to Section 3.D and as further set forth in Section 2.M
 6. The contract is awarded to a NYS-certified SDVOB for a discretionary purchase.
 7. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding \$500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 8. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding \$500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 9. Purchases made on a Sole Source, Single Source, or other non-competitive basis are subject to Public Authorities Law § 2879-a, 2 NYCRR Part 206, entitled "Comptroller Approval of Contracts Made by State Authorities" ("Comptroller Regulations") and the State Authority Contract Manual.
- L. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain contracts to the New York State Comptroller for approval that are awarded on a Sole Source, Single Source, or other non-competitive basis for the purchase of goods and/or services in an amount in excess of \$1 million, and shall notify the successful bidder therefor. Such contracts or contract amendments shall not be valid and enforceable unless approved by the Comptroller or until 90 days have elapsed from such submission without action by the Comptroller, as further set forth in the referenced law and regulations.
- M. Subject to the Authority's Expenditure Authorization Procedures ("EAPs"), and Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, a Procurement Contract may be awarded without following the solicitation

requirements that ordinarily apply (but using such competitive selection procedures as are practicable under the circumstances) where emergency conditions exist, such as:

1. A threat to the health or safety of the public or Authority employees or workers.
 2. Proper functioning of the Authority facilities or construction or operating projects requires adherence to a schedule that does not permit time for an ordinary procurement solicitation.
- N. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the department head or other authorized equivalent per the EAPs will provide a written statement explaining the compelling reasons therefor to the White Plains SSM Department or the appropriate facility SSM Department. The award of such Procurement Contracts, regardless of value, requires the written approval of the Vice President, SSM, except as noted in Section 3.H.
- O. Every potential Sole Source or Single Source contract with a value of \$1 million or more must be approved by the President and CEO or the COO prior to processing by the SSM Department.
- P. In furtherance of Public Authorities Law § 2800, when a procurement is made on a non-competitive basis, and the price for goods or services purchased exceeds fair market value, prior to making the purchase, the Business Unit Head of the initiating department shall provide a detailed explanation of the justification for making the purchase and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such purchase and determined that it complies with applicable law and procurement guidelines. The following definition shall apply: "Fair Market Value" shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by internal appraisals, industry-recognized sources, or other methods of valuation generally accepted in the industry in which such property is utilized, as may be approved by the Vice President, SSM or authorized designee.
- Q. It is the policy of New York State to discourage improper communications intended to influence a governmental procurement. The Authority will endeavor to control such practices and will comply with the applicable statutory provisions. In furtherance of the State Finance Law §§ 139-j and 139-k, the following shall apply:

The "Restricted Period" is the period of time commencing with the earliest posting, on the Authority's website, in a newspaper of general circulation, or in the Procurement Opportunities Newsletter (i.e., New York State *Contract Reporter*) in accordance with Article 4-C of the Economic Development Law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from offerors (i.e., bidders/con- tractors) intending to result in a Procurement Contract with the Authority and ending with the final contract award and approval by the Authority and, where applicable, the State Comptroller. The "Restricted Period" also applies to a "mini-bid" process that may be utilized in certain established OGS, GSA or Authority multiple award contracts, as provided in Section 3.F.

The Authority shall designate a person or persons who may be contacted, with respect to each Authority procurement. The bidders/contractors or persons acting on their behalf, shall only contact the Authority's designated person or persons where a reasonable person would infer that the communication was intended to influence the procurement during the Restricted Period.

- R. In furtherance of the Authority's commitment to ensure transparency and accountability of its operations, every member, officer or employee of the Authority who is contacted by a lobbyist is required to make a contemporaneous record of such contact, pursuant to Public Authorities Law § 2987 and as further set forth in the Authority's Company Policy, Lobbying Contacts CP 9-2, regarding this matter.
- S. Project Sunlight (Chapter 399, Part A, Section 4 of the Laws of 2011) requires the Authority to record in a database maintained by the New York State Office of General Services certain appearances between the Authority and individuals, firms or other entities (excluding elected officials and representatives of federal, state and local agencies and authorities) relating to the procurement of a contract, with a value of \$25,000 or more, for real property, goods or services. Appearances are defined as an interaction through an in-person meeting or a video conference between covered individuals. Appearances related to emergency procurements and disposal of property through public auctions are excluded, as are appearances that take place during the formal "Restricted Period." Covered individuals at the Authority means an employee who has the power to exercise discretion in procurement matters or advises someone who exercises such discretion. A covered individual outside of the Authority means both "external" (e.g., a lobbyist) and "internal" (e.g., sales representative) representatives of an entity, individuals appearing on behalf of themselves, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Authority's Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the White Plains SSM Department and/or the appropriate facility SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the Vice President, SSM or designee, to reduce the price quoted. Factors to be considered in reaching the proper course of action include but are not limited to: the effects of a delay on both the schedule

and the cost of the specific capital construction project or outage at an operating facility, the magnitude of the contract, available bidders, the ability to attract additional competition if the solicitation is reissued, and the accuracy of the original cost estimate. The recommended course of action and the reasons therefor must be fully documented in a memorandum for consideration by the appropriate level of management prior to approval and placed in the appropriate procurement file.

- B. Factors to be considered in evaluating the goods and/or services to be supplied and/or the competence of the bidder are: previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the Authority's work and the ability to provide any needed advanced techniques such as simulation and modeling; and overall, the bidder's skill, judgment and business integrity. The approach proposed in meeting the exact requirements of the scope of work will be given consideration in evaluating the technical merit of the proposal, together with a well-organized task structure, the ability to timely supply the goods and/or perform the proposed services and the ability to meet Supplier Diversity Program goals, if any. The need to purchase the goods from and/or subcontract performance of services to others will be evaluated as to their effects on cost, as well as quality, schedule and overall performance.

Another factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is \$250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or Procurement Contract proposal based on lack of adherence to diversity practices.

- C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.
- D. For Procurement Contracts for Goods (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Authority may award on a "Best Value" basis for awarding contracts to the offeror that optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis and may also identify a quantitative factor for offerors that are Small Businesses or NYS-certified SDVOB or MWBE firms.

- E. Pursuant to § 139-k of the State Finance Law, the Authority shall not award a Procurement Contract (as defined in Subsection 3.Q.1 of these Guidelines) to a bidder/contractor who fails to provide timely, accurate and complete responses to inquiries about past determinations of non-responsibility (unless awarding the contract is necessary to protect public property or public health or safety and the bidder/contractor is the only source capable of supplying the required article of procurement within the necessary timeframe.)

A bidder's/contractor's knowing and willful violation of the Authority's policy providing for certain procurement disclosures shall result in a determination of non-responsibility of such bidder/contractor pursuant to State Finance Law §§ 139-j and 139-k only.

More than one determination of non-responsibility due to violations of State Finance Law § 139-k in a four-year period shall render a bidder/contractor ineligible to submit bids for four years from the second determination of non-responsibility.

- F. An award to "other than low bidder" can be made only with the approval of appropriate management as stipulated in the EAPs, and should be based on such a proposal providing a clear advantage to the Authority over the lower-priced proposal. Factors justifying an "other than low bidder" award may include, but are not limited to: improved delivery schedules that will reduce outages; longer warranty periods; improved efficiency over the usable life of the equipment; reduced maintenance costs; the bidders' financial resources or the ability to meet or exceed Supplier Diversity Program and SDVOB goals; and overall, the bidder's skill, judgment and business integrity.
- G. The specifications set forth in any solicitation prepared under these Guidelines were based upon information available at the time of the preparation of the solicitation. Thus, the Authority may diverge from the specifications of any solicitation if, after review of the proposals responsive to such solicitation, the Authority deems it prudent in light of its experience, the circumstances of the solicitation and/or potential cost savings.

5. RECOMMENDATION OF AWARD

- A. A recommendation for approval of a proposed award of a Procurement Contract is usually prepared in the form of a memorandum or e-mail by the department requiring the goods and/or services. The recommendation must include an evaluation of proposals as specified in Article 4 above, as well as proposed specific compensation terms that provide a clear breakdown of cost factors and methods of calculation, including, as applicable:
1. Lump sum and/or unit prices for equipment and construction work.
 2. Hourly or daily rates for personnel.
 3. Markups for payroll taxes, fringe benefits, overhead and fees, if the proposal is based on reimbursement of actual payroll costs.
 4. Terms for reimbursement of direct out-of-pocket expenses, such as travel and living costs, telephone charges, services of others and computer services.
 5. Provisions, if any, for bonus/penalty arrangements based on target person-hours and/or target schedule.

- B. The recommendation will also review any substantive exceptions to commercial and technical requirements of a price inquiry, RFP, RFQ or bidding documents, including but not limited to payment terms, warranties and bond requirements, if any, as well as Supplier Diversity Program requirements, as applicable.

6. AWARD OF CONTRACT

- A. Services Contracts (which include contracts for Construction, Personal and Non-personal services, as defined in Section 2.C.) valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months are approved and reviewed annually by the Trustees. Services Contracts for a period of less than 12 months are approved by authorized designees in accordance with existing EAPs. Extending a contract for services with an initial duration of less than 12 months beyond 12 months will be approved by the Trustees at the request of the initiating department and will be reviewed by the Trustees annually. Extending a contract for services, that has previously been approved by the Trustees, for a cumulative term of more than 12 months requires further Trustees' approval.
- B. Extending a contract, previously approved by the Trustees, for 12 months or less ("grace period") requires approval by the Vice President of the requesting department or other authorized equivalent or designee in accordance with existing EAPs and concurrence by the Vice President, SSM.
- C. For Services Contracts valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months that must be awarded prior to the next quarterly Trustees' meeting, the initial contract will be issued for the entire intended term of the contract. Based on its total term and value, such contract must be approved in writing by the appropriate management as set forth in the EAPs. Such contract is subject to the Trustees' approval, at the next quarterly Trustees' meeting. If such approval is not granted, the contract will be terminated immediately.
- D. A contract or contract task valued or estimated to be \$5,000 or greater is deemed to be for services in excess of 12 months where the contract does not specify a definite term and the work will not be completed within 12 months, and any "continuing services" contract with no fixed term that provides for the periodic assignment of specific tasks or particular requests for services. This includes Trustee-approved contracts for architect/engineering services with the original engineers of operating facilities, as well as the original supplier of steam supply systems or boilers and turbine generating equipment. Each task authorized under such contracts (which may be referred to as a "Change Order," "Purchase Order" or "Task Number") is considered a separate commitment and must be separately approved in accordance with the EAPs.
- E. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.
- F. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.D) valued or estimated to be \$5,000 or greater are subject to the management approval thresholds established in the EAPs, and require Trustee approval only once those thresholds are met.

- G. When time constraints or emergency conditions require extending an existing contract with an initial duration of less than a year beyond a year, and the cumulative monetary change order value does not exceed the appropriate limit set forth in the EAPs, the Business Unit Head, with the prior concurrence of the Vice President, SSM or equivalent(s) or designee, may authorize extending such contract, subject to the Trustees ratifying such action as soon as practicable.
- H. When the total estimated contract value or the value of the extension exceeds the monetary limits set forth in the EAPs, interim approval by the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee is required, subject to the Trustees ratifying such action as soon as practicable.
- I. When time constraints or emergency conditions require immediate commencement of services to be performed for a period of more than one year, and when the contract value exceeds the monetary approval limit for the President and Chief Executive Officer or Chief Operating Officer or equivalent(s), as set forth in the EAPs, the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee, with the prior concurrence of the Vice President, SSM or equivalent(s) or designee, may authorize in writing the commencement of such services. The initial compensation limitation may not exceed the authorization level for the President and Chief Executive Officer or equivalent(s) or Chief Operating Officer or equivalent(s) as set forth in the EAPs. Such contracts will be subject to the Trustees' approval, which will be solicited at their next scheduled Trustee meeting.
- J. The White Plains SSM Department or the facilities' SSM Departments prepare the contract for execution by the Authority and the successful bidder. No work by the selected contractor will commence until the contract is executed by both parties, except that mutually signed letters of award or intent may initiate work prior to formal execution. Authority signatories of such letters must be authorized to approve contract awards pursuant to the EAPs.
- K. Pursuant to Economic Development Law § 143, the Authority shall submit an announcement of the intended contract for inclusion in the procurement opportunities newsletter at the time it enters into a contract. Such announcement shall identify the contract, specify the date of the award of the contract and provide the name of and contact information for each recipient of the contract.
- L. Pursuant to Public Authorities Law § 2879, the Authority shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than \$1 million simultaneously with notifying the successful bidder therefor. The Authority shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. CONTRACT PROVISIONS

- A. The following standard forms of contracts are available from the White Plains SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Authority departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the SSM Department, which, along with the facilities' SSM Departments, is solely responsible for requesting proposals.

- B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work
8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements
20. Entire Agreement

Contract Attachments

1. Compensation Schedule

2. Schedule of Services or Specifications
3. Appendix "A" (Miscellaneous Statutory Provisions)
4. Appendix "B" (Prompt Payment Provisions)
5. Appendix "C" (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix "D" (Background Security Screening for Authority Contractors)
7. Appendix "E" (Omnibus Procurement Act of 1992 Requirements)
8. Appendix "F" (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix "G" (Equal Employment Opportunities Requirements)
10. Appendix "H" (Tax Law Requirements)
11. Appendix "I" (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/or Unescorted Physical Access Training Requirements)
12. Appendix "J" (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix "K" (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) ("ARRA") Funded Projects) - inactive
14. Appendix "L" (DOE Federal Contract Provisions) - inactive
15. Appendix "M" (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology ("BART") for Heavy Duty Vehicles)
16. Appendix "N" (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix "O" (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix "P" (Information Security Requirements for Vendors and External Partners)

- C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Authority to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or

4. The originating Authority Business Unit determines in writing that the restrictions are not in the best interests of the Authority. Such originating Business Unit shall obtain the approval of the applicable Business Unit Head or equivalent(s), Vice President, SSM or equivalent(s) or designee, Assistant General Counsel or equivalent(s) and President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

- A. Change Orders to existing contracts are justified in the following cases:
 1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;
 2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;
 3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;
 4. When rebidding would not be practical or in the best interests of the Authority's customers; and
 5. To meet the Authority's Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.
- B. All Change Orders must be approved in accordance with the Authority's EAPs, and should include specific schedules for completion of work at the earliest possible time.
- C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of \$1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES

- A. Former Authority officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the President and Chief Executive Officer, as well as the Chairman of the Board of Trustees.
- B. Pursuant to the provisions of New York Public Officers Law § 73(8):
 1. No Authority officer or employee is eligible, within a period of two years after the termination of Authority service to appear or practice before the Authority or receive compensation for any services rendered on behalf of any person, firm,

corporation or association, in relation to any case, proceeding or application or other matter before the Authority.

2. No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.
 3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Authority officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Authority, if, prior to engaging in such service, the Chairman of the Board of Trustees certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Authority's needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.
- C. No Authority employee who is involved in the award of Authority grants or contracts may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- D. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- E. No Authority employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Authority employee or a Relative of such Authority employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Authority strives to continue to foster the development of business opportunities on Authority contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than \$25,000 and construction contracts for more than \$100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Authority aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than \$100,000 shall be provided and posted on the Authority's procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Authority's Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Authority and ensuring that such lists are updated regularly. The Authority shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in Procurement Contracts awarded by the Authority and for the utilization of MWBEs as subcontractors and suppliers by entities having Procurement Contracts with the Authority. Statewide numerical participation target goals shall be established by the Authority based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Authority's procurements.

6. Designate one or more senior staff of the Authority to oversee the Authority's programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM REQUIREMENTS

The Authority also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Authority contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Authority's form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Authority contracts.
2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
3. Achieve an overall goal of six percent for SDVOB participation on Authority contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Authority strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in NYPA Federally funded contracts. The Authority aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Authority follows the DBE guidelines as set out by The Federal Department of Transportation ("DOT"). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Authority is committed to promoting participation of DBEs in NYPA contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Authority's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;

6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The White Plains SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records are transmitted to the Digital Warehouse for electronic storage and retrieval. At the facilities, such records are currently maintained and stored by the facilities' SSM Departments.

B. Procurement Report

After the end of each calendar year, the Vice President, SSM or equivalent(s) will prepare and submit an annual report to the Trustees for their approval that will include:

1. A copy of the Guidelines;
2. An explanation of the Guidelines and any amendments thereto since the last annual report;
3. A list of all Procurement Contracts entered into since the last annual report, including all contracts entered into with New York State Business Enterprises and the subject matter and value thereof and all contracts entered into with Foreign Business Enterprises and the subject matter and value thereof;
4. A list of fees, commissions or other charges paid;
5. A description of work performed, the contract number, the date of the contract and its duration, the name, address and NYS-certified MWBE designation of the awardees, the total amount of the contract, the amount spent on the contract during the reporting period and for the term of the contract to date and the status of open Procurement Contracts during the report year;
6. The type of contract (equipment, services, personal services or construction);
7. The method of awarding the contract (e.g., competitive bidding, Sole Source, Single Source or competitive search);
8. The reasons why any procurements with a value equal to or greater than \$50,000 were not noticed in the Contract Reporter;
9. The number of bids received and
10. All referrals made and all penalties imposed, if any, pursuant to § 316 of the Executive Law.

- C. Such annual report, as approved by the Trustees, shall be submitted to the New York State Division of the Budget within 90 days of the end of such calendar year, and copies thereof shall be distributed to the New York State Department of Audit and Control, the DED, the

New York State Senate Finance Committee, and the New York State Assembly Ways and Means Committee and any other entity as may be required by law. The annual procurement report is posted on the Authority's website and copies shall be made available to the public upon reasonable written request therefor.

- D. State Finance Law §§ 139-j and 139-k
 - 1. A statement describing the basis for a determination of a bidder's/contractor's non-responsibility (per State Finance Law §§ 139-j and 139-k only) and the Authority's decision not to award a bidder/contractor the Procurement Contract must be included in the Procurement Record.
 - 2. The Authority shall notify the New York State Office of General Services of bidders/contractors who have been determined to be non-responsible bidders (per State Finance Law §§ 139-j and 139-k only) or debarred due to violations of § 139-j of the State Finance Law.
 - 3. All forms entitled "Record of Contact" shall be included in the respective Procurement Record.
 - 4. A statement describing the basis for a termination of a Procurement Contract for providing an intentionally false certification must be included in the Procurement Record.
- E. The Authority may be called upon periodically to submit information regarding the procurement of goods and/or services to organizations implementing the PAAA or other statutes regulating the procurement of goods and services, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").
- F. The Vice President, SSM or equivalent(s) will also prepare Annual Goal Plans for the MWBE and SDVOB programs and will submit them by January 15 of each year to Empire State Development - Division of Minority and Women Business Development and the New York State Office of General Services - Division of Service-Disabled Veterans' Business Development, respectively. Quarterly Utilization / Activity Reports for each program will also be prepared and submitted to the aforementioned respective state entities by the 15th day of July, October, January and April.

14. THIRD PARTY RIGHTS: VALIDITY OF CONTRACTS

- A. These Guidelines are intended for the guidance of officers and employees of the Authority only. Nothing contained herein is intended, nor should it be construed, to confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.
- B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

March 31, 2020

Exhibit 4d i-2-A-2

Company Policy Title:

Policy Number:

CP 3-1



NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
<u>3/31/2020</u>	<u>2</u>	<u>Annual updates include definition of Software; statutory updates for procurement announcements and the dollar cap for MWBE discretionary spend</u>	<u>Sections 2, 3, 6</u>	<u>Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence</u>
3/26/2019	1	Per PAL §2879, the Guidelines were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for clarity, ease of use and include minor changes to reflect current regulatory and statutory changes.	Sections 1,2,3,4,6,7, 10 and 13	Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

1. PURPOSE

These Guidelines for Procurement Contracts (“Guidelines”) set forth the policy of the Authority regarding the solicitation and awarding of Procurement Contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

- A. “Procurement Contracts” are contracts for the acquisition of goods and/or services in the actual or estimated amount of \$5,000 or more. Such goods and/or services are those necessary to support the Authority’s White Plains office, facilities, operations and maintenance (“O&M”) and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C. below.
- B. “Non-Procurement Contracts” include contracts under \$5,000, contracts for energy with or without environmental attributes included, capacity, renewable energy certificates, ancillary services, transmission, distribution or related services in support of providing service to Authority customers; contracts for differences; financial hedge contracts (including but not limited to swaps, calls, puts or swap options) or credit rating services; certain insurance and healthcare products that do not readily lend themselves to a competitive solicitation. In addition, Non-Procurement Contracts include direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Authority participates.
- C. “Services Contracts” are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Authority) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Authority) and construction management. Non-Personal Services include but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Authority supervision; maintenance, repairs, and printing services. Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Authority staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

D. “Goods” include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as Equipment,” where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.

D.E. “Software” includes on-premise applications as well as Software-as-a-Service (SaaS) which is defined as a software distribution model in which a third-party provider hosts application and makes access available to customers over the Internet. “Software” shall be considered “Equipment” where such term is used throughout these Guidelines.

E.F. “Evaluation of Proposals,” as further set forth in Section 4 below, includes as evaluating factors the Authority’s consideration of a bidder’s skill, judgment and business integrity.

F.G. “Contact” is any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority’s conduct or decision regarding the procurement.

G.H. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

H.I. “Minority- and Women-owned Business Enterprise” (“MWBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Authority’s Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.

I.J. “Small Business” (or Small Business Enterprise, “SBE”), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1) in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.

J.K. “Single Source” is a procurement in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.

~~K.L.~~ L. “Sole Source” is a procurement in which only one offeror is capable of supplying the required goods or services.

~~L.M.~~ M. “Service-Disabled Veteran-Owned Business” (“SDVOB”) is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.

~~M.N.~~ N. “Discretionary Purchase” is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding ~~\$200~~500,000 for the purchase of commodities and/or services from Small Business Enterprises or NYS-certified MWBE firms, and without a dollar cap for SDVOB firms as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Authority, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than ~~\$200~~500,000, pursuant to State Finance Law § 163.

~~N.O.~~ O. “Disadvantaged Business Enterprise” (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

~~O.P.~~ P. “Operation and Maintenance” (“O&M”) generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an “asset”) in optimal operating condition and/or to restore an asset to its productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA’s production/transmission facilities and energy programs.

Q. “Capital projects” generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA’s customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. SOLICITATION REQUIREMENTS

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Strategic Supply Management (“SSM”) Department, or the facilities’ SSM Departments, and the initiating department. Except as otherwise authorized by these Guidelines, a Request for Proposals (“RFP”) or Request for Quotations (“RFQ”) will be made available to a minimum of three providers and/or firms (if available) for purchases valued under \$50,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$50,000 and greater, commensurate with the magnitude and nature of the goods and/or services, and the schedule for performance.
- B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information (“RFI”). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder’s skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.
- C. The Authority may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Authority representative.
- D. In order to promote the use of Minority- and Women-owned Business Enterprises (“MWBEs”), Service-Disabled Veteran-Owned Businesses (“SDVOBs”) and Small Business Enterprises (“SBEs”), the Authority will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding ~~\$200~~\$500,000, in the aggregate including all amendments, from a NYS-certified MWBE or an SBE that offers a reasonable price for such goods and/or services. An SDVOB may be awarded on the basis of a single proposal that offers a reasonable price for such goods and/or services without a dollar cap. The award of such proposal requires the written approval of the Vice President, SSM. Any subsequent alteration to the accepted proposal, including, but not limited to, change orders, amendments, or supplemental terms shall also necessitate the written approval of the Vice President, SSM. Furthermore, the award of such Procurement Contracts will be noticed on the *Contract Reporter* website, as further set forth in Section 3.H.

- E. It is the policy of New York State to promote the participation of and maximize the opportunities for New York State Business Enterprises and New York State residents in Procurement Contracts. The Authority will endeavor to promote such participation and to comply with the applicable statutory provisions. In furtherance of Public Authorities Law § 2879, the following definitions and actions apply:

1. “New York State Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation that offers for sale or lease or other form of exchange, goods sought by the Authority that are substantially manufactured, produced or assembled in New York State or services, excluding construction services, sought by the Authority that are substantially performed within New York State as further described in Public Authorities Law § 2879.
 2. “New York State resident” is a person who maintains a fixed, permanent and principal home in New York State to which such person, whenever temporarily located, always intends to return as further described in Public Authorities Law § 2879.
 3. “Foreign Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale, lease or other form of exchange, goods sought by the Authority that are substantially produced outside New York State, or services other than construction services, sought by the Authority that are substantially performed outside New York State as further described in Public Authorities Law § 2879. For purposes of construction services, Foreign Business Enterprise is a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.
 4. “Discriminatory Jurisdiction” is any country, nation, province, state or political subdivision thereof which employs a preference or price distorting mechanism to the detriment of, or otherwise discriminates against, a New York State Business Enterprise in the procurement of goods and/or services by the same or a non-governmental entity influenced by the same.
 5. Pursuant to Public Authorities Law § 2879, the Authority shall not enter into a contract with a Foreign Business Enterprise which has its principal place of business in a Discriminatory Jurisdiction contained on the list prepared by the Commissioner of the New York State Department of Economic Development (“DED”). The provisions of this section may be waived by the Authority’s President and CEO if the CEO determines in writing that it is in the best interests of the Authority to do so, as further set forth in the above-referenced law.
 6. Pursuant to Public Authorities Law § 2879, the Authority will, where feasible, make use of the stock item specification forms of New York State manufacturers, producers and/or assemblers, as made available by the Commissioner of General Services, for any Procurement Contract for the purchase of goods.
- F. Certain goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State (e.g., the New York State Office of General Services (“OGS”)) or Federal government (e.g., General Services Administration (“GSA”)) or any city or municipality where the White Plains SSM Department, or facility SSM Departments, and the initiating department determine that a reasonable potential exists for cost savings or other benefits to the Authority and have approved the specifications and proposed terms and conditions of such contract.

Certain Procurement Contracts established by the OGS or GSA require that authorized users conduct a “mini bid” (i.e., an abbreviated supplemental competitive bid procurement process) among prequalified bidders identified in such established contracts. Certain other Procurement Contracts issued by the Authority (e.g., for on-call consulting or contracting services) may also utilize a mini bid process, typically, in cases of a multiple award, where a contract is awarded to more than one bidder that meets the Authority’s bid requirements, in order to satisfy multiple factors and needs as set forth in the bid document. Such mini bids shall be conducted by the Authority’s SSM staff (or on behalf of the Authority by an Implementation Contractor) where applicable and practicable. Within a said multiple award group, work may be assigned to a specific firm without conducting a mini bid, under certain circumstances, including but not limited to: where such firm possesses specialized expertise and is uniquely qualified to perform such work; where time constraints, emergency or other critical conditions exist or geographic location is of primary consideration in order to meet schedule requirements, respond to emergent issues or otherwise meet the Authority’s needs; or when the work scope is below a specified monetary threshold. The decision to assign work without conducting a mini bid shall typically be made jointly by SSM and the initiating departments and shall be documented for the Procurement Record.

- G. Solicitations will include a scope of work that defines the goods required and/or the services to be performed; evaluation criteria (as defined in Section 4.B); milestone dates; the Authority’s Supplier Diversity Program and SDVOB requirements, if applicable; all other applicable Authority requirements and any special methods or limitations that the Authority chooses to govern the work. Telephone solicitation, usually for procurements valued at less than \$50,000, may be used where time constraints do not permit issuance of an RFP, where issuance of an RFP is otherwise impracticable or for goods that are catalog items or do not require a detailed bill of materials or specification. All solicitations made by telephone shall be documented and made part of the Procurement Record.
- H. For all Procurement Contracts with a value equal to or greater than \$50,000 (except for those contracts noted below), the Authority will, prior to soliciting proposals, submit all required information to the Commissioner of the DED to be included on the New York State *Contract Reporter* website, (www.nyscr.ny.gov) (unless such posting would serve no useful purpose). Such information will be submitted to the DED Commissioner in accordance with the schedule set forth by the DED. The due date for bids or proposals will be a minimum of 15 business days after the date of publication of such notice on the *Contract Reporter* website, except where a shorter period is specifically authorized by law. For Procurement Contracts resulting from a Request for Proposal process, the Authority will submit the results of the bid opening, including the names of firms submitting proposals and the name/s of the awardee/s, for inclusion on the *Contract Reporter* website. For all other Procurement Contracts, the name of the awardee will be submitted.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.M, (ii) Procurement Contracts being rebid or re-solicited for substantially the same goods and/or services, within 45 business days after the original due date, and/or (iii) Procurement Contracts awarded to not-for-profit human services providers. (See Article 4-C, Economic Development Law)

Certain Procurement Contracts may require purchases: (1) on a spot market; (2) needed prior to the time limits for noticing on the Contract Reporter website or that do not lend themselves to the solicitation process. Such purchases are exempted from the noticing requirements of Article 4-C of the Economic Development Law subject to the approval of the Vice President, SSM, and/or the head of the initiating department that does not complete its procurements through the SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Authority.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of \$50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding \$~~200~~500,000 awarded to Small Business Enterprises or NYS-certified MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, for discretionary awards on a single or sole source basis to SDVOB's, or for the purchase of food, including milk and milk products that are grown, produced or harvested in New York State, and certain other Procurement Contracts exempt from the general advertising requirement for Procurement Contract bidding opportunities, in accordance with the afore-referenced law. Such notice shall specify the name of the awardee.

- I. In order to further increase participation of service-disabled veterans in New York State's contracting opportunities, the Service-Disabled Veteran-Owned Business ("SDVOB") Act was signed into law on May 12, 2014. The SDVOB program provides for eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business. The Division of Service-Disabled Veterans' Business Development within the New York State Office of General Services ("OGS") is responsible for certifying eligible SDVOBs, assisting agencies and authorities in complying with the law, and promoting SDVOB participation in the state's procurement activities. Under this program, contracts may be awarded on a non-competitive basis to NYS-certified SDVOBs for discretionary purchases. Alternately, contracts may be competitively bid exclusively among NYS-certified SDVOBs regardless of value, and advertised as such on the *Contract Reporter* website.
- J. Proposals for certain Services Contracts may also be solicited by competitive search, as follows:

For contracts where the scope of work cannot be well defined or quantified, or where selection requires evaluation of factors such as breadth and depth of experience in a unique or highly specialized field and suitability as an Authority representative, a "competitive search" will be conducted to determine which consultants are most qualified, for reasonable compensation terms, to perform the work. Depending on market conditions, at least five potential sources should be evaluated; if there are fewer than five sources, all sources should be evaluated. The White Plains SSM Department or the appropriate facility SSM Department will work with the initiating department to gather information from potential sources, that will include a description of the consultant/firm's qualifications, résumés of key personnel, past experience and proposed billing rates.

- K. A Procurement Contract may be awarded on a Sole Source, Single Source, or other non-competitive basis where:
1. Compatibility of equipment, accessories or spare or replacement parts is the paramount consideration.
 2. Services are required to extend or complement a prior procurement and it is impracticable or uneconomic to have a source other than the original source continue the work.
 3. A sole supplier's item is needed for trial use or testing, or a proprietary item is sought for which there is only one source.
 4. Other circumstances or work requirements exist that cause only one source to be available to supply the required goods and/or services.
 5. The contract is awarded to a Small Business Enterprise or to a NYS-certified MWBE firm for discretionary purchases not exceeding \$~~200~~500,000, pursuant to Section 3.D and as further set forth in Section 2.M
 6. The contract is awarded to a NYS-certified SDVOB for a discretionary purchase.
 7. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding \$~~200~~500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 8. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding \$~~200~~500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 9. Purchases made on a Sole Source, Single Source, or other non-competitive basis are subject to Public Authorities Law § 2879-a, 2 NYCRR Part 206, entitled "Comptroller Approval of Contracts Made by State Authorities" ("Comptroller Regulations") and the State Authority Contract Manual.
- L. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain contracts to the New York State Comptroller for approval that are awarded on a Sole Source, Single Source, or other non-competitive basis for the purchase of goods and/or services in an amount in excess of \$1 million, and shall notify the successful bidder therefor. Such contracts or contract amendments shall not be valid and enforceable unless approved by the Comptroller or until 90 days have elapsed from such submission without action by the Comptroller, as further set forth in the referenced law and regulations.
- M. Subject to the Authority's Expenditure Authorization Procedures ("EAPs"), and Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, a Procurement Contract may be awarded without following the solicitation

requirements that ordinarily apply (but using such competitive selection procedures as are practicable under the circumstances) where emergency conditions exist, such as:

1. A threat to the health or safety of the public or Authority employees or workers.
 2. Proper functioning of the Authority facilities or construction or operating projects requires adherence to a schedule that does not permit time for an ordinary procurement solicitation.
- N. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the department head or other authorized equivalent per the EAPs will provide a written statement explaining the compelling reasons therefor to the White Plains SSM Department or the appropriate facility SSM Department. The award of such Procurement Contracts, regardless of value, requires the written approval of the Vice President, SSM, except as noted in Section 3.H.
- O. Every potential Sole Source or Single Source contract with a value of \$1 million or more must be approved by the President and CEO or the COO prior to processing by the SSM Department.
- P. In furtherance of Public Authorities Law § 2800, when a procurement is made on a non-competitive basis, and the price for goods or services purchased exceeds fair market value, prior to making the purchase, the Business Unit Head of the initiating department shall provide a detailed explanation of the justification for making the purchase and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such purchase and determined that it complies with applicable law and procurement guidelines. The following definition shall apply: "Fair Market Value" shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by internal appraisals, industry-recognized sources, or other methods of valuation generally accepted in the industry in which such property is utilized, as may be approved by the Vice President, SSM or authorized designee.
- Q. It is the policy of New York State to discourage improper communications intended to influence a governmental procurement. The Authority will endeavor to control such practices and will comply with the applicable statutory provisions. In furtherance of the State Finance Law §§ 139-j and 139-k, the following shall apply:

The "Restricted Period" is the period of time commencing with the earliest posting, on the Authority's website, in a newspaper of general circulation, or in the Procurement Opportunities Newsletter (i.e., New York State *Contract Reporter*) in accordance with Article 4-C of the Economic Development Law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from offerors (i.e., bidders/con- tractors) intending to result in a Procurement Contract with the Authority and ending with the final contract award and approval by the Authority and, where applicable, the State Comptroller. The "Restricted Period" also applies to a "mini-bid" process that may be utilized in certain established OGS, GSA or Authority multiple award contracts, as provided in Section 3.F.

The Authority shall designate a person or persons who may be contacted, with respect to each Authority procurement. The bidders/contractors or persons acting on their behalf, shall only contact the Authority's designated person or persons where a reasonable person would infer that the communication was intended to influence the procurement during the Restricted Period.

- R. In furtherance of the Authority's commitment to ensure transparency and accountability of its operations, every member, officer or employee of the Authority who is contacted by a lobbyist is required to make a contemporaneous record of such contact, pursuant to Public Authorities Law § 2987 and as further set forth in the Authority's Company Policy, Lobbying Contacts CP 9-2, regarding this matter.
- S. Project Sunlight (Chapter 399, Part A, Section 4 of the Laws of 2011) requires the Authority to record in a database maintained by the New York State Office of General Services certain appearances between the Authority and individuals, firms or other entities (excluding elected officials and representatives of federal, state and local agencies and authorities) relating to the procurement of a contract, with a value of \$25,000 or more, for real property, goods or services. Appearances are defined as an interaction through an in-person meeting or a video conference between covered individuals. Appearances related to emergency procurements and disposal of property through public auctions are excluded, as are appearances that take place during the formal "Restricted Period." Covered individuals at the Authority means an employee who has the power to exercise discretion in procurement matters or advises someone who exercises such discretion. A covered individual outside of the Authority means both "external" (e.g., a lobbyist) and "internal" (e.g., sales representative) representatives of an entity, individuals appearing on behalf of themselves, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Authority's Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the White Plains SSM Department and/or the appropriate facility SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the Vice President, SSM or designee, to reduce the price quoted. Factors to be considered in reaching the proper course of action include but are not limited to: the effects of a delay on both the schedule

and the cost of the specific capital construction project or outage at an operating facility, the magnitude of the contract, available bidders, the ability to attract additional competition if the solicitation is reissued, and the accuracy of the original cost estimate. The recommended course of action and the reasons therefor must be fully documented in a memorandum for consideration by the appropriate level of management prior to approval and placed in the appropriate procurement file.

- B. Factors to be considered in evaluating the goods and/or services to be supplied and/or the competence of the bidder are: previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the Authority's work and the ability to provide any needed advanced techniques such as simulation and modeling; and overall, the bidder's skill, judgment and business integrity. The approach proposed in meeting the exact requirements of the scope of work will be given consideration in evaluating the technical merit of the proposal, together with a well-organized task structure, the ability to timely supply the goods and/or perform the proposed services and the ability to meet Supplier Diversity Program goals, if any. The need to purchase the goods from and/or subcontract performance of services to others will be evaluated as to their effects on cost, as well as quality, schedule and overall performance.

Another factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is \$250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or Procurement Contract proposal based on lack of adherence to diversity practices.

- C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.
- D. For Procurement Contracts for Goods (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Authority may award on a "Best Value" basis for awarding contracts to the offeror that optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis and may also identify a quantitative factor for offerors that are Small Businesses or NYS-certified SDVOB or MWBE firms.

- E. Pursuant to § 139-k of the State Finance Law, the Authority shall not award a Procurement Contract (as defined in Subsection 3.Q.1 of these Guidelines) to a bidder/contractor who fails to provide timely, accurate and complete responses to inquiries about past determinations of non-responsibility (unless awarding the contract is necessary to protect public property or public health or safety and the bidder/contractor is the only source capable of supplying the required article of procurement within the necessary timeframe.)

A bidder's/contractor's knowing and willful violation of the Authority's policy providing for certain procurement disclosures shall result in a determination of non-responsibility of such bidder/contractor pursuant to State Finance Law §§ 139-j and 139-k only.

More than one determination of non-responsibility due to violations of State Finance Law § 139-k in a four-year period shall render a bidder/contractor ineligible to submit bids for four years from the second determination of non-responsibility.

- F. An award to "other than low bidder" can be made only with the approval of appropriate management as stipulated in the EAPs, and should be based on such a proposal providing a clear advantage to the Authority over the lower-priced proposal. Factors justifying an "other than low bidder" award may include, but are not limited to: improved delivery schedules that will reduce outages; longer warranty periods; improved efficiency over the usable life of the equipment; reduced maintenance costs; the bidders' financial resources or the ability to meet or exceed Supplier Diversity Program and SDVOB goals; and overall, the bidder's skill, judgment and business integrity.
- G. The specifications set forth in any solicitation prepared under these Guidelines were based upon information available at the time of the preparation of the solicitation. Thus, the Authority may diverge from the specifications of any solicitation if, after review of the proposals responsive to such solicitation, the Authority deems it prudent in light of its experience, the circumstances of the solicitation and/or potential cost savings.

5. RECOMMENDATION OF AWARD

- A. A recommendation for approval of a proposed award of a Procurement Contract is usually prepared in the form of a memorandum or e-mail by the department requiring the goods and/or services. The recommendation must include an evaluation of proposals as specified in Article 4 above, as well as proposed specific compensation terms that provide a clear breakdown of cost factors and methods of calculation, including, as applicable:
1. Lump sum and/or unit prices for equipment and construction work.
 2. Hourly or daily rates for personnel.
 3. Markups for payroll taxes, fringe benefits, overhead and fees, if the proposal is based on reimbursement of actual payroll costs.
 4. Terms for reimbursement of direct out-of-pocket expenses, such as travel and living costs, telephone charges, services of others and computer services.
 5. Provisions, if any, for bonus/penalty arrangements based on target person-hours and/or target schedule.

- B. The recommendation will also review any substantive exceptions to commercial and technical requirements of a price inquiry, RFP, RFQ or bidding documents, including but not limited to payment terms, warranties and bond requirements, if any, as well as Supplier Diversity Program requirements, as applicable.

6. AWARD OF CONTRACT

- A. Services Contracts (which include contracts for Construction, Personal and Non-personal services, as defined in Section 2.C.) valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months are approved and reviewed annually by the Trustees. Services Contracts for a period of less than 12 months are approved by authorized designees in accordance with existing EAPs. Extending a contract for services with an initial duration of less than 12 months beyond 12 months will be approved by the Trustees at the request of the initiating department and will be reviewed by the Trustees annually. Extending a contract for services, that has previously been approved by the Trustees, for a cumulative term of more than 12 months requires further Trustees' approval.
- B. Extending a contract, previously approved by the Trustees, for 12 months or less ("grace period") requires approval by the Vice President of the requesting department or other authorized equivalent or designee in accordance with existing EAPs and concurrence by the Vice President, SSM.
- C. For Services Contracts valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months that must be awarded prior to the next quarterly Trustees' meeting, the initial contract will be issued for the entire intended term of the contract. Based on its total term and value, such contract must be approved in writing by the appropriate management as set forth in the EAPs. Such contract is subject to the Trustees' approval, at the next quarterly Trustees' meeting. If such approval is not granted, the contract will be terminated immediately.
- D. A contract or contract task valued or estimated to be \$5,000 or greater is deemed to be for services in excess of 12 months where the contract does not specify a definite term and the work will not be completed within 12 months, and any "continuing services" contract with no fixed term that provides for the periodic assignment of specific tasks or particular requests for services. This includes Trustee-approved contracts for architect/engineering services with the original engineers of operating facilities, as well as the original supplier of steam supply systems or boilers and turbine generating equipment. Each task authorized under such contracts (which may be referred to as a "Change Order," "Purchase Order" or "Task Number") is considered a separate commitment and must be separately approved in accordance with the EAPs.
- E. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.
- F. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.D) valued or estimated to be \$5,000 or greater are subject to the management approval thresholds established in the EAPs, and require Trustee approval only once those thresholds are met.

- G. When time constraints or emergency conditions require extending an existing contract with an initial duration of less than a year beyond a year, and the cumulative monetary change order value does not exceed the appropriate limit set forth in the EAPs, the Business Unit Head, with the prior concurrence of the Vice President, SSM or equivalent(s) or designee, may authorize extending such contract, subject to the Trustees ratifying such action as soon as practicable.
- H. When the total estimated contract value or the value of the extension exceeds the monetary limits set forth in the EAPs, interim approval by the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee is required, subject to the Trustees ratifying such action as soon as practicable.
- I. When time constraints or emergency conditions require immediate commencement of services to be performed for a period of more than one year, and when the contract value exceeds the monetary approval limit for the President and Chief Executive Officer or Chief Operating Officer or equivalent(s), as set forth in the EAPs, the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee, with the prior concurrence of the Vice President, SSM or equivalent(s) or designee, may authorize in writing the commencement of such services. The initial compensation limitation may not exceed the authorization level for the President and Chief Executive Officer or equivalent(s) or Chief Operating Officer or equivalent(s) as set forth in the EAPs. Such contracts will be subject to the Trustees' approval, which will be solicited at their next scheduled Trustee meeting.
- J. The White Plains SSM Department or the facilities' SSM Departments prepare the contract for execution by the Authority and the successful bidder. No work by the selected contractor will commence until the contract is executed by both parties, except that mutually signed letters of award or intent may initiate work prior to formal execution. Authority signatories of such letters must be authorized to approve contract awards pursuant to the EAPs.
- K. Pursuant to Economic Development Law § 143, the Authority shall submit an announcement of the intended contract for inclusion in the procurement opportunities newsletter at the time it enters into a contract. Such announcement shall identify the contract, specify the date of the award of the contract and provide the name of and contact information for each recipient of the contract.
- J.L. Pursuant to Public Authorities Law § 2879, the Authority shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than \$1 million simultaneously with notifying the successful bidder therefor. The Authority shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. CONTRACT PROVISIONS

- A. The following standard forms of contracts are available from the White Plains SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Authority departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the SSM Department, which, along with the facilities' SSM Departments, is solely responsible for requesting proposals.

- B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work
8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements
20. Entire Agreement

Contract Attachments

1. Compensation Schedule

2. Schedule of Services or Specifications
3. Appendix "A" (Miscellaneous Statutory Provisions)
4. Appendix "B" (Prompt Payment Provisions)
5. Appendix "C" (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix "D" (Background Security Screening for Authority Contractors)
7. Appendix "E" (Omnibus Procurement Act of 1992 Requirements)
8. Appendix "F" (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix "G" (Equal Employment Opportunities Requirements)
10. Appendix "H" (Tax Law Requirements)
11. Appendix "I" (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/or Unescorted Physical Access Training Requirements)
12. Appendix "J" (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix "K" (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) ("ARRA") Funded Projects) - inactive
14. Appendix "L" (DOE Federal Contract Provisions) - inactive
15. Appendix "M" (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology ("BART") for Heavy Duty Vehicles)
16. Appendix "N" (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix "O" (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix "P" (Information Security Requirements for Vendors and External Partners)

- C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Authority to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or

4. The originating Authority Business Unit determines in writing that the restrictions are not in the best interests of the Authority. Such originating Business Unit shall obtain the approval of the applicable Business Unit Head or equivalent(s), Vice President, SSM or equivalent(s) or designee, Assistant General Counsel or equivalent(s) and President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

- A. Change Orders to existing contracts are justified in the following cases:
 1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;
 2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;
 3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;
 4. When rebidding would not be practical or in the best interests of the Authority's customers; and
 5. To meet the Authority's Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.
- B. All Change Orders must be approved in accordance with the Authority's EAPs, and should include specific schedules for completion of work at the earliest possible time.
- C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of \$1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES

- A. Former Authority officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the President and Chief Executive Officer, as well as the Chairman of the Board of Trustees.
- B. Pursuant to the provisions of New York Public Officers Law § 73(8):
 1. No Authority officer or employee is eligible, within a period of two years after the termination of Authority service to appear or practice before the Authority or receive compensation for any services rendered on behalf of any person, firm,

corporation or association, in relation to any case, proceeding or application or other matter before the Authority.

2. No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.
 3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Authority officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Authority, if, prior to engaging in such service, the Chairman of the Board of Trustees certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Authority's needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.
- C. No Authority employee who is involved in the award of Authority grants or contracts may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- D. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- E. No Authority employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Authority employee or a Relative of such Authority employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Authority strives to continue to foster the development of business opportunities on Authority contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than \$25,000 and construction contracts for more than \$100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Authority aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than \$100,000 shall be provided and posted on the Authority's procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Authority's Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Authority and ensuring that such lists are updated regularly. The Authority shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in Procurement Contracts awarded by the Authority and for the utilization of MWBEs as subcontractors and suppliers by entities having Procurement Contracts with the Authority. Statewide numerical participation target goals shall be established by the Authority based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Authority's procurements.

6. Designate one or more senior staff of the Authority to oversee the Authority's programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM REQUIREMENTS

The Authority also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Authority contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Authority's form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Authority contracts.
2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
3. Achieve an overall goal of six percent for SDVOB participation on Authority contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Authority strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in NYPA Federally funded contracts. The Authority aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Authority follows the DBE guidelines as set out by The Federal Department of Transportation ("DOT"). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Authority is committed to promoting participation of DBEs in NYPA contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Authority's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;

6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The White Plains SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records are transmitted to the Digital Warehouse for electronic storage and retrieval. At the facilities, such records are currently maintained and stored by the facilities' SSM Departments.

B. Procurement Report

After the end of each calendar year, the Vice President, SSM or equivalent(s) will prepare and submit an annual report to the Trustees for their approval that will include:

1. A copy of the Guidelines;
2. An explanation of the Guidelines and any amendments thereto since the last annual report;
3. A list of all Procurement Contracts entered into since the last annual report, including all contracts entered into with New York State Business Enterprises and the subject matter and value thereof and all contracts entered into with Foreign Business Enterprises and the subject matter and value thereof;
4. A list of fees, commissions or other charges paid;
5. A description of work performed, the contract number, the date of the contract and its duration, the name, address and NYS-certified MWBE designation of the awardees, the total amount of the contract, the amount spent on the contract during the reporting period and for the term of the contract to date and the status of open Procurement Contracts during the report year;
6. The type of contract (equipment, services, personal services or construction);
7. The method of awarding the contract (e.g., competitive bidding, Sole Source, Single Source or competitive search);
8. The reasons why any procurements with a value equal to or greater than \$50,000 were not noticed in the Contract Reporter;
9. The number of bids received and
10. All referrals made and all penalties imposed, if any, pursuant to § 316 of the Executive Law.

- C. Such annual report, as approved by the Trustees, shall be submitted to the New York State Division of the Budget within 90 days of the end of such calendar year, and copies thereof shall be distributed to the New York State Department of Audit and Control, the DED, the

New York State Senate Finance Committee, and the New York State Assembly Ways and Means Committee and any other entity as may be required by law. The annual procurement report is posted on the Authority's website and copies shall be made available to the public upon reasonable written request therefor.

- D. State Finance Law §§ 139-j and 139-k
 - 1. A statement describing the basis for a determination of a bidder's/contractor's non-responsibility (per State Finance Law §§ 139-j and 139-k only) and the Authority's decision not to award a bidder/contractor the Procurement Contract must be included in the Procurement Record.
 - 2. The Authority shall notify the New York State Office of General Services of bidders/contractors who have been determined to be non-responsible bidders (per State Finance Law §§ 139-j and 139-k only) or debarred due to violations of § 139-j of the State Finance Law.
 - 3. All forms entitled "Record of Contact" shall be included in the respective Procurement Record.
 - 4. A statement describing the basis for a termination of a Procurement Contract for providing an intentionally false certification must be included in the Procurement Record.
- E. The Authority may be called upon periodically to submit information regarding the procurement of goods and/or services to organizations implementing the PAAA or other statutes regulating the procurement of goods and services, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").
- F. The Vice President, SSM or equivalent(s) will also prepare Annual Goal Plans for the MWBE and SDVOB programs and will submit them by January 15 of each year to Empire State Development - Division of Minority and Women Business Development and the New York State Office of General Services - Division of Service-Disabled Veterans' Business Development, respectively. Quarterly Utilization / Activity Reports for each program will also be prepared and submitted to the aforementioned respective state entities by the 15th day of July, October, January and April.

14. THIRD PARTY RIGHTS: VALIDITY OF CONTRACTS

- A. These Guidelines are intended for the guidance of officers and employees of the Authority only. Nothing contained herein is intended, nor should it be construed, to confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.
- B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

2019 Annual Report of Procurement Contracts



**NY Power
Authority**

**Canal
Corporation**

Cover – Highlights of 2019 contracts, clockwise from top left:

- SUNY Cobleskill Solar Project
- Canal Tug Relentless Scuttled at 12 Mile Reef
- Sabre Load Testing Smart Path Monopoles
- Jacob Javits Center Solar Project

2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS

FIELD EXPLANATION GUIDE

ARRANGEMENT: Listed by the generating facility. Abbreviations are Headquarters White Plains Office (WPO), Blenheim Gilboa Power Project (BG), Clark Energy Center (CEC), Niagara Power Project (NIA), South Eastern New York including POLETTI, FLYNN, 500MW and Small Clean Power Plants (SENY), St. Lawrence/FDR Power Plant (STL), NYS Canal Corporation (CANALS), Fossil Fuels, Corporate Finance. Within each site, listed in ascending order by CONTRACT NUMBER.

SCOPE: All procurement contracts (for goods or services) with a value of \$5,000 or greater that were open, completed or awarded in 2019, including contracts that were extended into 2020 or beyond.

FIELD NAMES

TYPE: COMMITMENT TYPE, Indicating the major category of goods or kind of services provided. Architectural & Engineering Services, Construction, Equipment, IT Hardware, IT Software, Legal Services, Maintenance/Outage, Personal Services, IT Consulting/Development, Other Services, Telecomm, Contingent Workforce. {A,C, E, H, I, L, M, P, R, S, T, W}

MOA: METHOD OF AWARD, Indicating the basis of vendor selection. Competitive Bid (B), Competitive Search (C), Discretionary Spend SBE/MWBE/SDVOB (M), Sole Source (1), Single Source (2). {B,C,M,1,2}

RNA: REASON NOT ADVERTISED, Indicating the reason a notice was not published in the Contract Reporter. {1-9}

OPA: OMNIBUS PROCUREMENT ACT, Indicating where the goods were substantially manufactured or assembled or where the services were substantially performed; New York or Foreign to New York. {N,F}

SD: SUPPLIER DIVERSITY INDICATOR, Small Business Enterprise (SBE) (01), Service Disabled Veteran Owned Business (SDVOB) (02) NY Certified Women Owned Business Enterprise (WBE) (03), NYS Certified Minority Owned Business Enterprise (MBE) (04), Minority Women Owned Business Enterprise (MWBE) (07), Disadvantaged Business Enterprise (DBE) (08), DBE & WBE (09), DBE & MBE (10) {01-04,07-10}

BIDS: NUMBER OF BIDS, Indicating the number of bids received for contracts awarded after January 1, 2007. Such information is not included for contracts awarded prior to that date.

FREIGHT: Contract value adjusted to include actual freight charges.

TOTAL CONTRACT AMOUNT: Total value of the commitment as of December 31, 2019, reported from the SAP system. NOTE: Additional funding may be authorized via issuance of a Change Order in accordance with the Authority's Expenditure Authorization Procedures.

TOTAL AMOUNT EXPENDED TO DATE: Total amount expended through December 31, 2019 as reported from SAP system.

SAP system.

DATE OF CONTRACT: Date on which the original commitment was effective (which may differ from Issue Date of formal contract or "Create Date" in SAP system).

O/C: OPEN / COMPLETED, Status of the contract as of December 31, 2019. Completion date indicates that goods have been received or services were completed in full.

THIS DOES NOT NECESSARILY reflect that the final payment has been made.

PROJECTED COMPLETION DATE: Open commitments, date of which goods are scheduled to be received or the date on which the scope of the contract is scheduled to be physically completed.

DATE CONTRACT COMPLETED: Completed commitments, the date of actual physical completion, when goods were delivered or services completed in full; this DOES NOT NECESSARILY reflect that the final payment has been made.

ANNUAL REPORT OF PROCUREMENT CONTRACTS

TABLE FOR PROCUREMENT CONTRACT SUMMARY SCREENS

COMMITMENT TYPE

A = ARCHITECTURAL & ENGINEERING SERVICES	M = MAINTENANCE / OUTAGE
C = CONSTRUCTION	P = PERSONAL SERVICES
E = EQUIPMENT/COMMODITIES	R = IT CONSULTING / DEVELOPMENT
H = IT HARDWARE	S = OTHER (NON-PERSONAL) SERVICES
I = IT SOFTWARE	T = TELECOMM
L = LEGAL SERVICES	W = CONTINGENT WORKFORCE

METHOD OF AWARD

B = COMPETITIVE BID
C = COMPETITIVE SEARCH
M = MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE VALUE < \$200,000 / SERVICE-DISABLED VETERAN-OWNED BUSINESS
1 = SOLE SOURCE
2 = SINGLE SOURCE

REASON NOT ADVERTISED

1 = EMERGENCY OR CRITICAL BASIS
2 = RE-BID/RE-SOLICITED FOR THE SAME GOODS/SERVICE WITHIN 45 BUSINESS DAYS AFTER ORIGINAL BIDS WERE DUE
3 = NOT-FOR-PROFIT PROVIDER OF HUMAN SERVICES
4 = CHARITABLE NON-PROFIT AGENCY WHICH DISTRIBUTES PRODUCTS PRODUCED BY THE BLIND OR SEVERELY HANDICAPPED OR IN CONNECTION WITH SPECIAL EMPLOYMENT PROGRAMS OF THE OFFICE OF MENTAL HEALTH
5 = ORIGINAL AWARD LESS THAN \$50,000
6 = ORIGINAL ESTIMATE LESS THAN \$50,000
7 = AWARDED UNDER STATE (OGS) OR FEDERAL (GSA) CONTRACT (PIGGYBACK)
8 = NOTICED IN CONTRACT REPORTER
9 = NOT APPLICABLE - NON-PROCUREMENT, MEMBERSHIP, LAND PURCHASES, USE OF PIPELINE, ETC.

OPA : OMNIBUS PROCUREMENT ACT

ENTERED INTO THE SAP SYSTEM (CONTRACT DATA SCREEN): "NYSBE or FBE"
N = GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED IN NEW YORK STATE EXCEPT FOR CONSTRUCTION CONTRACTS
F = GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED OUTSIDE NEW YORK STATE (FOREIGN)

MWBE: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE

01 = NEW YORK STATE SMALL BUSINESS ENTERPRISE (SBE)
02 = NEW YORK STATE-CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)
03 = NEW YORK STATE-CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE (WBE)
04 = NEW YORK STATE-CERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE)
07 = NEW YORK STATE CERTIFIED MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWBE)
08 = DISADVANTAGED BUSINESS ENTERPRISE (DBE)
09 = DISADVANTAGED BUSINESS ENTERPRISE & CERTIFIED WOMEN OWNED BUSINESS (DBA WBE)
10=DISADVANTAGED BUSINESS ENTERPRISE & CERTIFIED MINORITY OWNED BUSINESS (DBA MBE)
N = NON NEW YORK STATE CERTIFIED MINORITY OR WOMEN OWNED BUSINESS ENTERPRISE

FREIGHT

* Contract value adjusted to include actual freight charges.

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O N E T A R Y	R A T E	O P E R A T I O N S	M A I N T E N A N C E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500208698	GRAINGER DBA FOR W W GRAINGER INC 505 SAWMILL RIVER RD ELMSFORD, NY 10523-1009 US	PARTS - ELECTRICAL	E	B	7	N	N	3		427,826	426,596	0	1,230	10/7/2011	C		12/31/2019
4500212248	EATON CORP 6780 NORTHERN BLVD - STE 500 EAST SYRACUSE, NY 13057-8724 US	CIRCUIT BREAKERS	E	B		N	N	3		2,258,329	2,198,892	6,746	59,437	1/10/2012	O	12/31/2022	
4500215367	THE TELX GROUP INC 1 STATE ST - 21ST FL NEW YORK, NY 10004-1561 US	CO-LOCATION SERVICES	E	B		N	N	3		2,001,176	1,861,754	395,977	139,422	6/1/2012	C		11/30/2019
4500227901	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	WIDE AREA NETWORK BACKBONE	S	B		F	N	2		8,951,118	7,932,486	1,220,218	1,018,632	1/1/2013	O	6/30/2020	
4500232674	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	AUTO-TRANSFORMERS AND REACTORS REFURBISHMENT	C	B		F	N	1		20,510,758	20,000,758	2,181,168	510,000	6/11/2013	C		6/30/2019
4500233517	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	FURNISH AND DELIVER 115KV AND 230KV CIRCUIT BREAKERS	E	B		F	N	3		3,807,972	2,060,963	22,520	1,747,009	7/23/2013	O	12/31/2020	
4500240419	UNDERGROUND SYSTEMS INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	LEAK DETECTION SERVICES	S	B		F	N	1		1,582,900	1,551,848	369,762	31,052	1/1/2014	C		11/30/2019
4500241069	NYC DCAS MANHATTAN MUNICIPLE BLDG 1 CENTRE ST NEW YORK, NY 10007 US	GREEN FLEET SOFTWARE LICENSE	E	1	9	N	N	1		68,340	13,294	0	55,046	1/22/2014	C		1/21/2019
4500242542	ROSS & BARUZZINI INC 110 WILLIAM ST FL 29 NEW YORK, NY 10038-3901 US	CONTROL ROOM REDESIGN	A	B		N	N	2		534,757	534,752	10,517	5	2/28/2014	C		1/30/2019
4500243325	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV GSU	E	B		F	N	13		2,428,627	2,398,627	0	30,000	3/20/2014	O	12/24/2020	
4500247486	A-1 FIRST CLASS - VIKING MOVING & STORAGE INC 156 HINSDALE ST BROOKLYN, NY 11207-3302 US	RELOCATION SERVICES	S	B	8	N	N	5		275,000	80,698	0	194,302	7/1/2014	C		6/30/2019
4500249270	MANATT PHELPS & PHILLIPS LLP 7 TIMES SQ - FL 22 NEW YORK, NY 10036-6551 US	LEGAL SERVICES	L	2	8	N	N	1		250,000	24,442	0	225,558	4/1/2014	C		3/31/2019
4500249908	KPMG LLP STE 200 515 BROADWAY - 4TH FL ALBANY, NY 12207-2930 US	ACCOUNTING SERVICES	P	B		N	N	1		12,516,320	12,315,231	1,288,985	201,089	9/16/2014	C		9/15/2019
4500251630	VALLES VENDIOLA LLP 9131 QUEENS BLVD - STE 418 ELMHURST, NY 11373-5541 US	ANNUAL CAM (COMMON AREA MAINTENANCE) AUDIT	P	B		N	04	4		20,000	20,000	0	0	11/10/2014	C		11/9/2019
4500251856	PROSKAUER ROSE LLP 11 TIMES SQ - FL 17 NEW YORK, NY 10036-8299 US	LEGAL COUNSEL FOR LABOR RELATED MATTERS	L	2	8	N	N	1		975,000	761,575	0	213,425	10/15/2014	C		10/12/2019
4500252110	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASING OF MAIL MACHINES	H	2	8	N	N	1		66,912	56,912	10,360	10,000	12/1/2014	C		11/30/2019
4500253163	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV CIRCUIT BREAKERS	E	B		F	N	2		2,870,851	1,757,776	30,859	1,113,075	12/15/2014	O	3/2/2023	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O N A	R O P A	M W B E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500253381	SUCCESSFACTORS AN SAP COMPANY STE 1100 1 TOWER PL - FL 11 SOUTH SAN FRANCISCO, CA 94080-1828 US	HUMAN CAPITAL MANAGEMENT HOSTED SOLUTION	E	B		F	N	5	1,143,448	1,138,603	38,204	4,845	3/23/2015	C		12/31/2019
4500253512	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	765KV CIRCUIT BREAKERS	E	B		F	N	5	6,834,896	4,823,330	991,209	2,011,566	12/19/2014	O	12/31/2020	
4500254147	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	345KV CIRCUIT BREAKER	E	B		F	N	5	1,160,932	1,149,958	194,703	10,974	1/13/2015	O	2/28/2020	
4500254364	RUSSELL CORROSION CONSULTANTS LLC 7130 MINSTREL WAY - STE 230 COLUMBIA, MD 21045-5339 US	CATHODIC PROTECTION SYSTEM ASSESSMENT, ENGINEERING AND DESIGN	P	B		F	N	3	499,845	496,139	24,522	3,706	1/20/2015	C		12/31/2019
4500254367	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	NERC CIP VERSION 5 SECURITY UPGRADES	C	B		N	N	1	23,455,589	23,194,655	207,910	260,934	1/28/2015	C		7/31/2019
4500254865	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	MAINTENANCE - SOFTWARE SENSE	S	2	8	N	N	1	169,375	159,075	66,025	10,300	3/1/2015	O	2/28/2020	
4500255744	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, VA 30228-2950 US	DESIGN, FURNISH, AND DELIVER 115KV AND 230 KV DISCONNECT SWITCHES	E	B		F	N	6	2,924,214	2,924,214	1,832,521	0	2/23/2015	C		7/31/2019
4500255960	TRENCH LTD 390 MIDWEST RD SCARBOROUGH, ON M1P 3B5 CA	DESIGN, FURNISH, AND DELIVER 765 KV POTENTIAL TRANSFORMERS	E	B		F	N	6	1,436,400	1,436,400	0	0	2/27/2015	C		10/11/2019
4500257532	ULTRAMAP LTD GRAINGER THE REGENT CENTRE- GOTHFORT NEWCASTLE UPON TYNE, TW NE3 3PF GB	SHIP TRAFFIC MONITORING SYSTEM	H	B		F	N	2	238,478	199,403	29,250	39,075	4/1/2015	O	3/31/2020	
4500259425	RUBY CANYON ENGINEERING INC 743 HORIZON CT - STE 385 GRAND JUNCTION, CO 81506-8741 US	CLIMATE REGISTRY VERIFICATION SERVICES	P	B		N	N	1	96,304	39,958	8,721	56,346	7/1/2015	C		12/31/2019
4500259572	DEADLINE SOLUTIONS INC 991 CANAL ST SYRACUSE, NY 13210-1203 US	FLOWMETER SYSTEM OPERATION AND MAINTENANCE OF THE EEL PASSAGE FACILITY	S	1	9	N	N	1	138,001	106,307	64,653	31,694	6/3/2015	O	5/31/2020	
4500259576	BIOMARK INC 705 S 8TH ST BOISE, ID 83702-7112 US	PIT ANTENNAE SYSTEM OPERATION AND MAINTENANCE OF THE EEL PASSAGE FACILITY	S	1	9	N	N	1	40,350	30,713	6,488	9,637	6/3/2015	O	5/31/2020	
4500260532	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	DESIGN, FURNISH, AND DELIVER 230KV SF6 BREAKERS	E	B		F	N	2	8,759,591	2,485,897	274,451	6,273,694	6/25/2015	O	11/30/2023	
4500261551	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV AND 230KV PT, CT AND SURGE ARRESTORS	E	B		F	N	6	2,826,664	2,819,106	1,314,575	7,558	5/24/2015	O	12/20/2022	
4500262061	NIAGARA UNIVERSITY PO BOX 1936 NIAGARA UNIVERSITY, NY 14109-1936 US	GROUNDS MAINTENANCE AND LANDSCAPING	S	2	8	N	N	1	430,000	430,000	85,000	0	6/1/2015	O	5/31/2020	
4500262291	STRUCTURAL PRESERVATION SYSTEMS LLC 3521 VERNON BLVD LONG ISLAND CITY, NY 11106-5122 US	GARAGE REPAIRS	C	B		N	N	2	2,461,664	1,798,651	14,451	663,013	8/14/2015	O	8/13/2020	

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2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS
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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O N E Y	O P E R A T I O N S	M A I N T E N A N C E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500262820	MOHANTY GARGIULO LLC 100 PARK AVE - STE 1600 NEW YORK, NY 10017-5538 US	INDEPENDENT SWAP ADVISORY SERVICES	P	B		N	03	4	250,000	9,103	0	240,897	8/27/2015	O	8/26/2020	
4500262861	LOADSPRING SOLUTIONS INC 187 BALLARDVALE ST - STE B210 WILMINGTON, MA 01887-1053 US	OFFSITE PRIMAVERA HOSTING	S	B		F	N	2	1,520,545	1,374,045	257,490	146,500	10/1/2015	O	9/30/2020	
4500264129	NEPC LLC 255 STATE ST BOSTON, MA 02109-2617 US	INVESTMENT MANAGEMENT CONSULTANT SERVICES	P	B		F	N	4	50,000	50,000	0	0	10/1/2015	O	9/30/2020	
4500264557	PMA MANAGEMENT CORP 380 SENTRY PKWY - STE 200 BLUE BELL, PA 19422-2328 US	THIRD PARTY ADMINISTRATIVE SERVICES - WORKERS COMP	P	B		N	N	6	1,158,721	115,750	0	1,042,971	1/1/2016	O	12/31/2020	
4500264592	LS CABLE AMERICA INC 222 BRIDGE PLZ S - STE 530 FORT LEE, NJ 07024-5730 US	SUBMARINE CABLE REPLACEMENT PROJECT	C	B		F	N	3	84,301,779	54,727,870	1,417,067	29,573,909	10/15/2015	O	12/30/2020	
4500264834	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	MAINTENANCE - APPLE	S	B		F	N	1	312,935	312,935	0	0	10/1/2015	C		5/1/2019
4500266123	POPPULO INC NEWSWEAVER INC 1601 TRAPELO RD - STE 267 WALTHAM, MA 02451-7338 US	CORPORATE MESSAGING SOFTWARE SOLUTION	S	B		F	N	1	55,775	55,775	0	0	12/2/2015	O	9/30/2020	
4500267484	CITYSIDE ARCHIVES LTD 499 MILL RD EDISON, NJ 08817 US	OFFSITE RECORDS STORAGE	S	B		F	N	2	500,000	224,947	63,810	275,053	12/1/2015	O	11/30/2020	
4500267788	DNV GL ENERGY INSIGHTS USA INC 1400 RAVELLO DR KATY, TX 77449-5164 US	CONSULTING SERVICES	P	B		F	N	2	3,068,676	884,220	217,338	2,184,456	1/1/2016	O	12/31/2020	
4500268084	SCHICHEL'S NURSERY INC 7420 PETERS RD SPRINGVILLE, NY 14141-9405 US	POWER FOR TREES PROGRAM	E	B		N	01	3	150,000	88,553	28,793	61,447	2/1/2016	O	1/31/2021	
4500268363	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	MOSES ADIRONDACK TRANSMISSION CONSTRUCTION	P	B		F	N	10	7,667,119	6,469,622	962,431	1,197,497	2/1/2016	O	1/31/2021	
4500268421	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	STRAWBERRY ISLAND WETLAND RESTORATION HABITAT IMPROVEMENT PROJECT	C	B	8	N	N	1	986,791	926,074	48,497	60,717	1/29/2016	C		1/30/2019
4500271037	EDENRED COMMUTER BENEFIT SOLUTIONS LLC 265 WINTER ST FL 3 WALTHAM, MA 02451-8718 US	CORPORATE TRANSIT CHECK PROGRAM ADMINISTRATION	E	B		N	N	2	570,000	365,357	0	204,643	7/1/2016	O	6/30/2021	
4500271223	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	MAXIMO SOFTWARE SUPPORT SERVICES	P	B		F	03	5	806,190	553,179	217,436	253,011	4/15/2016	O	4/14/2021	
4500272146	GREATER SYRACUSE MOVING AND STORAGE CO INC 6255 E TAFT RD NORTH SYRACUSE, NY 13212-2505 US	RELOCATION SERVICES	S	B	8	N	N	5	150,000	96,722	15,325	53,278	5/9/2016	O	6/30/2020	
4500272149	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	REPAIR, REFURBISH AND REPAINT ICE SLUICE GATES	C	B		N	N	3	6,877,304	6,834,747	479,062	42,557	5/9/2016	O	5/8/2020	
4500272166	G4S SECURE SOLUTIONS USA INC 1395 UNIVERSITY BLVD JUPITER, FL 33458-5289 US	UNIFORMED SECURITY GUARD SERVICES	S	B		N	N	15	15,000,000	9,182,063	3,174,554	5,817,937	6/5/2016	O	6/4/2021	

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4500273000	TRENCH LTD 390 MIDWEST RD SCARBOROUGH, ON M1P 3B5 CA	345KV PT AND CCVT EQUIPMENT	E	B		F	N	7		543,555	414,532	110,928	129,023	12/8/2017	C		8/31/2019
4500273348	ENVIRONETICS GROUP ARCHITECT PC 180 SYLVAN AVE ENGLEWOOD CLIFFS, NJ 07632-2512 US	ARCHITECTURAL AND INTERIOR DESIGN SERVICES	A	B		F	N	8		360,000	169,015	32,662	190,985	6/10/2016	O	6/9/2021	
4500273386	BAVIER DESIGN LLC 277 ROWAYTON AVE NORWALK, CT 06853-1021 US	ARCHITECTURAL AND INTERIOR DESIGN SERVICES	A	B		F	N	8		240,000	12,131	8,002	227,869	6/10/2016	O	6/9/2021	
4500273466	FRIED FRANK HARRIS SHRIVER & JACOBSON LLP 1 NEW YORK PLZ - FL 27 NEW YORK, NY 10004-1903 US	LEGAL SERVICES	L	2	8	N	N	1		750,000	493,449	0	256,551	5/25/2016	C		5/25/2019
4500273852	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	345KV MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	4		726,667	703,157	306,134	23,510	6/8/2016	C		6/10/2019
4500274602	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	FURNISH, DELIVER AND INSTALL TWO 345KV SHUNT REACTORS	C	B		F	N	10		3,045,009	206,823	0	2,838,186	7/27/2016	C		9/26/2019
4500274819	BAKER BOTTS LLP PO BOX 301251 DALLAS, TX 75303-1251 US	LEGAL SERVICES	L	2	9	F	N	1		750,000	609,872	0	140,128	5/17/2016	C		5/16/2019
4500275010	GE INTELLIGENT PLATFORMS INC 2500 AUSTIN DR CHARLOTTESVILLE, VA 22911-8319 US	DESIGN, IMPLEMENTATION AND TRANSITION OF ASSET HEALTH MONITORING AND DIAGNOSTICS CENTER	E	B		F	N	4		3,250,280	3,042,861	282,292	207,419	8/1/2016	C		7/31/2019
4500275227	WALKER PARKING CONSULTANTS/ ENGINEERS INC 50 W 23RD ST - STE 704 NEW YORK, NY 10010-5384 US	ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES	P	B		N	N	8		1,212,331	840,720	104,895	371,611	8/1/2016	O	2/27/2021	
4500275369	NORTH CAROLINA STATE UNIVERSITY OFFICE OF RESEARCH ADMINISTRATION 2701 SULLIVAN DR - BOX 7514 RALEIGH, NC 27695-7514 US	TESTING OF CONVERTIBLE STATIC CONVERTER SPARE CONTROL BOARDS	S	2	8	F	N	1		502,124	448,806	244,648	53,318	8/1/2016	C		7/31/2019
4500275657	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	TRANSMISSION/RATE CONSULTING SERVICES	P	B		N	N	4		1,800,000	410,223	231,284	1,389,777	9/28/2016	O	9/27/2021	
4500275675	RITZ INSTRUMENT TRANSFORMERS INC 25 HAMBURG AVE LAVONIA, GA 30553-3577 US	BUSHING CT'S 345KV ELECTRICAL EQUIPMENT	E	B		F	N	7		56,100	56,100	0	0	8/11/2016	C		6/10/2019
4500275688	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	TRANSMISSION/RATE CONSULTING SERVICES	P	B		N	N	4		1,800,000	0	0	1,800,000	9/28/2016	O	9/27/2021	
4500275701	SALARY.COM LLC 34 WASHINGTON ST - STE 310 WELLESLEY, MA 02481-1903 US	CLOUD BASED COMPENSATION DATA ANALYTICS AND SURVEYS	S	B		F	N	5		82,500	66,000	16,500	16,500	8/1/2016	O	7/31/2021	
4500275929	ALLIANCE FOR SUSTAINABLE ENERGY LLC 15013 DENVER WEST PKWY GOLDEN, CO 80401-3111 US	NREL SUPPORT TO THE NYPA SOLAR PROGRAM	P	1	8	F	N	1		200,000	200,000	0	0	8/18/2016	C		8/5/2019
4500276305	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	TRANSIENT NETWORK ANALYZER EQUIPMENT	E	1	8	F	N	1		135,000	90,000	45,000	45,000	7/1/2016	C		7/31/2019

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4500276397	OTIS ELEVATOR CO 1 ODELL PLZ - STE 120 YONKERS, NY 10701-1415 US	ELEVATOR MODERNIZATION	C	B		N	N	5		2,318,840	2,318,840	585,131	0	9/1/2016	O	6/30/2020	
4500276426	EXPRESS SCRIPTS INC 1 EXPRESS WAY SAINT LOUIS, MO 63121-1824 US	THIRD PARTY ADMIN SERVICES FOR AUTHORITY'S HEALTH AND BENEFITS PROGRAM FOR PHARMACY AND EGWP	S	B		F	N	10		1,350,000	410,766	187,260	939,234	1/1/2017	O	12/31/2021	
4500276429	DELTA DENTAL OF NEW YORK 250 W 57TH ST - STE 605 NEW YORK, NY 10107-0730 US	THIRD PARTY ADMIN SERVICES FOR AUTHORITY'S HEALTH AND BENEFITS PROGRAM FOR DENTAL	S	B		N	N	10		450,000	227,957	79,471	222,043	1/1/2017	O	12/31/2021	
4500276433	DAVIS VISION INC 175 EXPRESS ST PLAINVIEW, NY 11803 US	THIRD PARTY ADMIN SERVICES FOR AUTHORITY'S HEALTH AND BENEFITS PROGRAM FOR VISION	S	B		N	N	10		25,000	9,464	3,543	15,536	1/1/2017	O	12/31/2021	
4500276445	UNITED HEALTHCARE SERVICES LLC 2950 EXPRESSWAY DR S - STE 240 ISLANDIA, NY 11749-1412 US	THIRD PARTY ADMIN SERVICES FOR AUTHORITY'S HEALTH AND BENEFITS PROGRAM FOR MAJOR MEDICAL AND HOSPITALIZATION AND FSA	S	B		N	N	10		9,400,000	3,333,342	1,626,651	6,066,658	1/1/2017	O	12/31/2021	
4500276653	ABRAMS & ABRAMS LLP - 363 7TH AVE - 12TH FL NEW YORK, NY 10001-3904 US	IMMIGRATION COUNSEL SERVICES	L	B		N	N	9		500,001	436,327	125,145	63,674	10/3/2016	O	10/2/2021	
4500276754	FOX ROTHSCHILD LLP 101 PARK AVE - STE 1700 NEW YORK, NY 10178-0002 US	LEGAL SERVICES	L	2	8	N	N	1		8,600,001	8,183,543	4,029,870	416,458	8/29/2016	O	8/28/2020	
4500278395	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	MAIL EQUIPMENT LEASING	H	B	6	N	N	1		47,377	43,238	8,279	4,139	12/1/2016	C		11/30/2019
4500279036	OPEN ACCESS TECHNOLOGY INTERNATIONAL INC 3660 TECHNOLOGY DR MINNEAPOLIS, MN 55418-1015 US	DIGITAL CERTIFICATES	E	C	6	F	N	2		32,500	32,500	0	0	11/16/2016	O	11/9/2020	
4500279107	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	STATION SERVICE UPGRADE	E	B		N	N	4		1,256,120	1,243,588	124,442	12,532	11/16/2016	O	3/31/2020	
4500280255	CONCUR TECHNOLOGIES INC 601 108TH AVE NE - STE 1000 BELLEVUE, WA 98004-4750 US	SOFTWARE AND MAINTENANCE	S	2	8	F	N	1		581,661	285,209	133,785	296,452	12/19/2016	O	12/18/2021	
4500280387	VRINDA INC 301 E 78TH ST APT 16B NEW YORK, NY 10075-1331 US	MANAGEMENT AND TECHNICAL CONSULTING SERVICES FOR DISTRIBUTION UTILITY OF THE FUTURE PROGRAM	P	B		N	04	14		735,970	724,996	387,042	10,974	1/3/2017	C		9/30/2019
4500280389	ENERGY AND ENVIRONMENTAL ECONOMICS INC 101 MONTGOMERY ST - STE 1600 SAN FRANCISCO, CA 94104-4133 US	MANAGEMENT AND TECHNICAL CONSULTING SERVICES FOR DISTRIBUTION UTILITY OF THE FUTURE PROGRAM	P	B		F	N	14		280,000	279,999	0	1	1/3/2017	O	1/2/2020	
4500280390	WOOD MACKENZIE POWER AND RENEWABLES 2 LIBERTY SQ FL 2 BOSTON, MA 02109-4884 US	MANAGEMENT AND TECHNICAL CONSULTING SERVICES FOR DISTRIBUTION UTILITY OF THE FUTURE PROGRAM	P	B		N	N	14		204,500	204,500	90,000	0	1/3/2017	C		3/14/2019
4500280487	MILLER ADVERTISING AGENCY INC 220 WEST 42ND ST NEW YORK, NY 10036-7200 US	MEDIA ADVERTISING SERVICES	P	B		N	N	4		500,000	100,646	32,627	399,354	1/1/2017	O	12/31/2021	

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4500280548	IKNOW LLC BERNARD L PALOWITCH JR 100 OVERLOOK CTR - FL 2 PRINCETON, NJ 08540-7814 US	ENTERPRISE SEARCH, TAXONOMY, SOFTWARE AND INTEGRATION SERVICE	S	B		F	N	3		1,014,450	879,619	98,640	134,831	12/29/2016	O	12/28/2021	
4500282188	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	115/230KV DISCONNECT SWITCHES	E	B		F	N	4		510,250	510,250	237,415	0	3/2/2017	C		8/5/2019
4500282254	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	SWITCHYARD DC BATTERY REPLACEMENT	E	B		N	01	4		579,721	488,901	63,569	90,820	2/15/2017	O	3/31/2020	
4500284193	BUFFALO COMPUTER GRAPHICS INC 4185 BAYVIEW RD BLASDELL, NY 14219-2732 US	BUFFALO COMPUTER GRAPHICS HOSTED DISASTER LAN	S	B	7	N	N	1		281,175	281,055	71,188	120	4/21/2017	O	4/16/2020	
4500284219	NYS DIV OF HOMELAND SECURITY AND EMERGENCY SERVICES STE 710 1220 WASHINGTON AVE - BLDG ALBANY, NY 12226-1799 US	ANNUAL FIRE SAFETY INSPECTION AND SERVICES	S	1	9	N	N	1		225,000	70,000	35,000	155,000	4/1/2017	O	3/31/2022	
4500284924	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	RM INTAKE ARCHED-PANEL COFFERDAM	E	B		N	N	3		2,526,441	2,233,860	914,443	292,581	5/1/2017	O	4/30/2020	
4500284949	OSISOFT LLC 1600 ALVARADO ST SAN LEANDRO, CA 94577 US	MAINTENANCE - OSI ENTERPRISE	S	B	8	N	N	2		6,162,500	3,069,336	361,284	3,093,164	5/2/2017	O	5/1/2027	
4500285180	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CONSULTING SERVICES	S	B		N	N	2		890,423	457,813	112,368	432,610	6/1/2017	O	5/31/2022	
4500285616	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	TRASH RACK REPLACEMENT	E	B		N	01	2		2,452,961	2,419,862	492,249	33,099	5/22/2017	O	3/31/2020	
4500285668	DANNIBLE & MCKEE LLP 221 S WARREN ST SYRACUSE, NY 13202 US	CUSTOMER COMPLIANCE AUDITS	P	B		N	N	5		577,500	235,818	99,713	341,682	8/1/2017	O	7/31/2022	
4500286339	SIRSI CORP DBA SIRSIDYNIX EOS 3300 N ASHTON BLVD STE 500 LEHI, UT 84043-5340 US	INTEGRATED LIBRARY SYSTEM CLOUD-BASED	S	B		F	N	39		134,859	64,630	26,522	70,229	6/12/2017	O	6/11/2022	
4500286401	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	ELECTRICAL FEED	C	B		N	N	4		671,901	671,901	108,389	0	6/14/2017	C		6/13/2019
4500286428	OCO CONSULTING LLC 45 BROADWAY STE 2150 NEW YORK, NY 10006-3780 US	GLOBAL ATTRACTION PROGRAM SERVICES	P	B		N	N	7		551,375	401,375	0	150,000	6/15/2017	O	12/31/2020	
4500286836	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	BG UPPER COMPLEX REPURPOSE	A	B		N	N	2		956,080	488,330	65,773	467,750	6/23/2017	O	6/22/2020	
4500286979	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	MICROGRID	P	2	1	N	N	1		813,333	260,266	0	553,067	6/27/2017	O	7/24/2020	
4500287026	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ARCHITECTURAL AND ENGINEERING SERVICES	A	B		N	N	2		274,502	225,022	28,282	49,480	7/19/2017	O	7/18/2020	
4500287027	DEAN ENERGY SOLUTIONS CORP 1332 CLINTON ST HOBOKEN, NJ 07030-3302 US	FIRE PROTECTION SYSTEM	C	B		F	N	4		4,817,114	4,497,367	625,891	319,747	6/29/2017	O	5/31/2020	

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4500287044	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	SWITCHYARD LEM EQUIPMENT INSTALLATION	E	B	8	N	N	1		26,301,522	20,872,460	7,962,932	5,429,062	6/29/2017	O	6/28/2020	
4500287049	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ARCHITECTURAL AND ENGINEERING SERVICES	A	B		N	N	2		456,822	421,312	181,312	35,510	7/19/2017	O	7/18/2020	
4500287054	ALLEGRO DEVELOPMENT CORPORATION 600 N PEARL ST STE 2000 DALLAS, TX 75201-2896 US	ENERGY COMMODITY RISK MANAGEMENT AND ANALYTICS SOLUTION	E	B		F	N	8		6,359,449	3,504,049	408,819	2,855,400	6/30/2017	O	6/29/2022	
4500287991	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO TURRETS FOR THE CONTROL ROOMS	H	B	7	F	N	1		1,221,789	1,035,640	285,600	186,149	7/27/2017	C		12/6/2019
4500288521	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RM LP GSU BLAST PROTECTION PROGRAM	E	B		N	01	3		1,666,621	1,637,890	0	28,731	8/14/2017	C		4/30/2019
4500288933	HYDRO-QUEBEC 75 RENE-LEVESQUE W - FL 15 MONTREAL, QC H2Z 1A4 CA	STUDY OF ADVANCED STABILITY CONTROLS TO COMBAT TRANSMISSION BOTTLENECKS IN HIGH PERFORMING GRID; ECONOMIC AND FEASIBILITY	P	1	8	F	N	1		650,000	315,000	0	335,000	8/24/2017	O	2/28/2020	
4500289056	D'ONOFRIO GENERAL CONTRACTORS CORP 202 28TH ST BROOKLYN, NY 11232-1604 US	ACCESS AND PLATFORMS	C	B		N	N	3		903,354	896,122	26,826	7,232	8/31/2017	C		8/30/2019
4500289087	XEROX CORPORATION 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	MAINTENANCE - IGEN 5 EQUIPMENT	E	B	7	F	N	1		751,615	353,723	195,840	397,892	8/30/2017	O	9/26/2022	
4500289294	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	SPIDER ROTOR PWHT	S	B		F	N	2		196,658	124,693	70,808	71,965	9/8/2017	O	9/7/2021	
4500289419	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	ABATEMENT AND PAINTING OF ROTOR SPIDER	C	B		N	N	2		422,094	283,184	140,464	138,910	9/12/2017	O	9/11/2021	
4500289932	N SPRO LLC 1014 THOMPSON BLVD SEDALIA, MO 65301-2243 US	SUCCESSFACTORS IMPLEMENTATION SERVICES	P	B		F	N	6		1,804,027	1,257,602	202,708	546,425	9/27/2017	O	9/26/2022	
4500290004	MANAGEMENT MENTORS INC RENE D PETRIN 111 NONANTUM ST BRIGHTON, MA 02135-2413 US	MENTORING PROGRAM	P	B		N	N	2		91,000	28,771	9,000	62,229	11/1/2017	O	10/31/2022	
4500290080	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	HIGH VOLTAGE CIRCUIT BREAKERS FOR MULTIPLE SITES	E	B		F	N	4		12,462,701	241,520	241,520	12,221,181	9/29/2017	O	9/28/2027	
4500290135	SOVOS COMPLIANCE LLC 200 BALLARDVALE ST WILMINGTON, MA 01887-1074 US	ACA TAX REPORTING SERVICES	P	B		F	N	4		122,977	73,786	49,191	49,191	10/1/2017	O	3/31/2022	
4500290894	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	MICROWAVE UPGRADE PROJECT	E	B		F	N	4		3,028,474	2,492,447	263,867	536,027	11/22/2017	O	10/23/2020	
4500291167	HARTIGEN SOLUTIONS LLC 3100 S GESSNER RD STE 329 HOUSTON, TX 77063-3743 US	BID TO BILLING AND GENERATION BIDDING SOLUTION	S	B		F	N	5		2,561,000	1,593,041	413,207	967,959	11/6/2017	O	11/5/2022	

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4500291596	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	RELAY REPLACEMENT PARTS	E	B	8	F	N	2	922,747	922,747	79,882	0	11/13/2017	O	11/12/2020	
4500291709	WEWORK COMPANIES INC 575 5TH AVENUE TENANT LLC 115 W 18TH ST FL 5 NEW YORK, NY 10011-4113 US	NYC RENTAL SPACE	E	2	9	N	N	1	565,646	509,876	220,545	55,770	11/22/2017	O	4/30/2020	
4500291851	ADVANTECH CORP 24 JUST RD FAIRFIELD, NJ 07004-3413 US	HUMAN MACHINE INTERFACE (HMI) UPGRADE	E	1	8	F	N	1	107,385	107,385	0	0	11/20/2017	C		1/1/2019
4500292234	ADIRONDACK RECORDS MANAGEMENT INC 45 LEARNED ST ALBANY, NY 12207-5051 US	TRANSFER AND STORAGE WAREHOUSING OF HARD COPY RECORDS TO OFFSITE STORAGE FACILITY	E	B		N	N	3	35,840	10,599	8,216	25,241	12/1/2017	O	11/30/2022	
4500292772	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	DESIGN SERVICES	A	2	8	N	N	1	500,000	399,334	63,395	100,666	1/1/2018	C		12/31/2019
4500292956	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	PRINTER LEASE	S	B	7	N	N	1	61,361	21,476	15,340	39,885	12/28/2018	O	12/27/2022	
4500293017	NYS DIV OF HOMELAND SECURITY AND EMERGENCY SERVICES STE 710 1220 WASHINGTON AVE - BLDG ALBANY, NY 12226-1799 US	ANNUAL FIRE SAFETY INSPECTION AND SERVICES	P	2		N	N	10	100,000	26,000	26,000	74,000	1/1/2018	O	12/31/2022	
4500293302	AAA CARTING & RUBBISH REMOVAL INC 480 FURNACE DOCK RD CORTLANDT MANOR, NY 10567-6202 US	RUBBISH REMOVAL	S	B	7	N	N	2	15,000	4,814	0	10,186	2/1/2018	C		1/13/2019
4500293350	B & H PHOTO VIDEO DBA FOR B&H FOTO & ELECTRONICS CORP 420 9TH AVE NEW YORK, NY 10001-1644 US	PHOTO EQUIPMENT FOR REGULATORY AFFAIRS	E	B	5	N	N	2	27,329	26,960	0	369	1/11/2018	C		1/9/2019
4500293427	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	CABLE REPLACEMENT PROJECT	C	C	1	N	N	2	1,097,751	981,209	88,682	116,542	1/15/2018	C		1/14/2019
4500293428	KEPWARE INC 400 CONGRESS ST - FL 4 YARMOUTH, ME 04096 US	MODBUS SOFTWARE SUITE WITH SUPPORT	S	1	6	N	N	1	10,848	0	0	10,848	1/12/2018	C		1/11/2019
4500293535	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	MAINTENANCE - ASPEN	S	1	6	N	N	1	8,692	8,692	0	0	2/1/2018	C		1/31/2019
4500293617	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	GE MAPS ANNUAL LICENSE	I	1	1	N	N	1	95,000	95,000	0	0	1/21/2018	C		1/20/2019
4500293674	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	INSTALLATION SERVICES FOR CLOUDERA SOFTWARE ON HITACHI HARDWARE	S	B		F	N	3	19,116	19,116	19,116	0	1/29/2018	C		1/28/2019
4500293676	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	MAINTENANCE - DIRECTORS DESK	S	2	6	N	N	1	22,947	22,947	0	0	1/31/2018	C		1/30/2019
4500293679	LIVEDATA UTILITY SOLUTIONS INC 810 MEMORIAL DR CAMBRIDGE, MA 02139-4642 US	LIVEDATA UPGRADE TO PRODUCTION AND QA	S	1	6	N	N	1	14,400	12,075	7,200	2,325	1/29/2018	C		1/28/2019

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4500293692	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	04	1		291,832	291,832	0	0	1/22/2018	C		1/21/2019
4500293708	VENUS POWER COM SUPPLY LLC 5407 46TH ST MASPETH, NY 11378-1051 US	OPGW - COMMUNICATIONS BACKBONE PROGRAM	E	2	8	N	03	1		225,704	222,574	4,844	3,130	1/22/2018	C		1/21/2019
4500293748	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	MAXIMO SCHEDULER LICENSES AND SUPPORT	S	2	1	N	N	1		90,720	90,720	0	0	1/23/2018	C		1/22/2019
4500293855	GEORGE A HARPER GAH CONSULTING LLC 9 FAIRVIEW DR SOUTHBOROUGH, MA 01772-1713 US	HURRICANE IRENE REANALYSIS	A	1	5	F	N	1		86,270	13,301	465	72,969	1/25/2018	O	12/31/2021	
4500293858	RJ ASSOCIATES LLC 92 MCCARTY COVE RD WESTPORT ISLAND, ME 04578 US	HURRICANE IRENE REANALYSIS	A	1	5	F	N	1		71,340	13,795	6,975	57,545	1/25/2018	O	12/31/2021	
4500293921	LIVESAFE INC 1400 KEY BLVD STE 800 ARLINGTON, VA 22209-1547 US	LIVESAFE MOBILE SAFETY COMMUNICATIONS PLATFORM	S	1	9	N	N	1		155,000	101,100	46,800	53,900	2/1/2018	O	1/31/2021	
4500293942	KINSLEY GROUP INC KINSLEY POWER SYSTEMS 14 CONNECTICUT SOUTH DR EAST GRANBY, CT 06026 US	ON-CALL GENERATOR SERVICE FOR THE AUTHORITY'S WHITE PLAINS OFFICE	S	B		F	N	3		291,516	83,008	66,713	208,508	1/29/2018	O	1/28/2023	
4500293984	HAGERMAN & COMPANY INC 505 SUNSET CT - PO BOX 139 MT ZION, IL 62549-1522 US	MERIDIAN 2011 REPLACEMENT	P	B	8	N	N	3		1,420,891	1,244,096	203,026	176,795	1/30/2018	O	1/29/2021	
4500293987	MPREST SYSTEMS (2003) LTD 94 EM HAMOSHAVOT RD - PARK AZORIM KIRYAT ARIE PETACH TIKVA, 01 49130 IL	TRANSFORMER ASSET HEALTH SYSTEMS IN SUPPORT OF THE AUTHORITY'S SENSOR DEPLOYMENT WORK	E	1	9	F	N	1		631,000	631,000	25,000	0	1/30/2018	C		12/31/2019
4500293996	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	SOFTWARE AND MAINTENANCE - SPLUNK ENTERPRISE SOFTWARE	I	B	7	F	N	2		800,900	800,900	0	0	1/30/2018	C		1/22/2019
4500294055	PARAG SONI WESTERN POWER PROJECT ADVISORS 19220 PIRES AVE CERRITOS, CA 90703-7355 US	CONSULTING SERVICES	P	2		F	04	1		103,091	86,314	3,576	16,777	1/31/2018	C		1/30/2019
4500294109	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	TRANSMISSION LIFE EXTENSION SWITCHYARD PROJECT	C	B	5	N	N	1		10,408,277	3,520,961	1,729,455	6,887,316	2/7/2018	O	2/6/2022	
4500294199	VERTIV SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	MAINTENANCE - UPS SYSTEM	S	2	1	N	N	1		66,920	44,614	22,307	22,306	12/27/2017	O	12/26/2020	
4500294216	EAST COAST AQUADAMS LLC PO BOX 1203 EASTON, MD 21601-8924 US	HELLGATE AQUA DAM EQUIPMENT	E	2	8	F	N	1		46,015	45,205	0	810	2/2/2018	C		2/1/2019
4500294270	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	ARIBA PREFERRED CARE	S	1	1	N	N	1		95,000	95,000	0	0	2/28/2018	C		2/27/2019
4500294351	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	MAINTENANCE - ORACLE DATABASE	S	1	5	N	N	1		15,606	15,606	3,902	0	2/10/2018	C		2/8/2019
4500294365	PTC INC 140 KENDRICK ST NEEDHAM, MA 02494-2743 US	MODBUS SOFTWARE SUITE	S	1	1	N	N	1		10,848	10,848	0	0	1/12/2018	C		1/11/2019

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4500294390	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	MAINTENANCE - UPTRENDS ENTERPRISE	S	B	5	F	N	1		6,252	6,252	0	0	1/26/2018	C		1/25/2019
4500294431	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT FOR IT INFRASTRUCTURE	E	B	7	N	04	4		68,673	68,673	0	0	2/9/2018	C		2/8/2019
4500294585	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	SOFTWARE AND MAINTENANCE - ORBUS	E	B	7	F	N	1		10,800	10,800	0	0	1/29/2018	C		1/22/2019
4500294590	WAH SING NG NGPLANNING LLC 4 CAMBRIDGE RD HOLMDEL, NJ 07733-2020 US	EGEAS MODEL SET UP, TRAINING, AND SUPPORT	S	1	9	N	N	1		56,975	56,785	25,722	190	2/14/2018	C		2/13/2019
4500294599	MIND SQUAD CONSULTING LLC DBA FOR SHERI L MOONEY 17 BIRDSONG PKWY ORCHARD PARK, NY 14127-3069 US	EVALUATION OF THE SUPPORT PROVIDED BY THE AUTHORITY TO FIRST RESPONDERS	P	2	8	N	03	1		132,000	128,443	12,908	3,557	2/15/2018	C		2/14/2019
4500294611	PROFTECH LLC 200 CLEARBROOK RD - STE 177 ELMSFORD, NY 10523-1328 US	OFFICE SUPPLIES	E	2	8	N	04	1		118,897	90,980	28,959	27,917	2/16/2018	C		7/15/2019
4500294703	BARRY KEIM KEIM CONSULTING LLC 7222 WICKHAM DR BATON ROUGE, LA 70808-5634 US	HURRICANE IRENE REANALYSIS	P	1	5	F	N	1		119,160	11,352	11,352	107,808	2/16/2018	O	12/31/2021	
4500294708	SILKROAD TECHNOLOGY INC 102 W 3RD ST - STE 250 WINSTON SALEM, NC 27101-3900 US	ANNUAL SUBSCRIPTION FOR SILKROAD/REDCARPET	S	1	8	N	N	1		54,075	54,075	0	0	3/29/2018	C		3/28/2019
4500294726	MELTWATER NEWS US INC 225 BUSH ST STE 1000 SAN FRANCISCO, CA 94104-4215 US	MELTWATER NEWSCLIPS SERVICES	S	2	6	N	N	1		25,500	25,500	6,375	0	2/10/2018	C		2/9/2019
4500294736	SIRIUS COMPUTER SOLUTIONS INC 101000 REUNION PLACE STE 500 SAN ANTONIO, TX 78216 US	MAINTENANCE - CITRIX	S	B	7	N	N	2		35,501	35,501	0	0	2/20/2018	C		2/19/2019
4500294746	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	SETTINGLESS PROTECTION	E	B		F	N	2		39,750	39,750	0	0	2/20/2018	C		2/19/2019
4500294782	ADOBE SYSTEMS INC 345 PARK AVE SAN JOSE, CA 95110-2704 US	ADOBE RENEWAL OF SUBSCRIPTION LICENSES	S	2	6	F	N	1		23,760	23,760	0	0	2/22/2018	C		2/21/2019
4500294904	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	FERC 12 DAM SAFETY	A	2	8	N	N	3		221,428	28,300	2,830	193,128	1/1/2018	O	12/31/2022	
4500294992	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	ARIBA CATALOG	S	1	1	N	N	1		180,000	180,000	0	0	2/24/2018	C		2/23/2019
4500295018	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	TABLEAU TRAINING FOR DESKTOP I AND II	P	B	7	F	N	1		18,638	15,663	0	2,975	2/27/2018	C		2/26/2019

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4500295054	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	MAINTENANCE - MAXIMUS FLEET	S	B	7	F	N	1		36,115	36,115	0	0	4/1/2018	C		3/31/2019
4500295061	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	MAINTENANCE - TABLEAU	E	B	7	F	N	1		62,676	62,676	0	0	3/16/2018	C		3/15/2019
4500295094	TRANE U S INC TRANE 4518 COURT SQ LONG ISLAND CITY, NY 11101-2955 US	TRANE SERVICE AGREEMENT AND CHILLER EQUIPMENT OVERHAULS	S	B	7	N	N	1		76,298	62,008	0	14,290	3/5/2018	C		3/4/2019
4500295104	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	CYBER ASSET PROTECTION	S	1	9	N	N	1		101,402	101,402	0	0	3/1/2018	C		2/28/2019
4500295210	LEXISNEXIS A DIVISION OF RELX INC 125 PARK AVE NEW YORK, NY 10017-5529 US	LEXIS NEXIS ACCURINT RENEWAL	S	B	5	N	N	1		40,000	27,500	13,750	12,500	4/1/2018	C		5/8/2019
4500295213	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	NETWORK EQUIPMENT	E	B	7	N	04	3		194,584	194,584	0	0	3/6/2018	C		3/5/2019
4500295425	PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	MAXIMO 7.6 UPGRADE AND LOAD TESTING	P	2	9	N	03	1		76,120	76,120	0	0	3/15/2018	C		3/14/2019
4500295537	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK RESEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	GANTRY CRANE BUS PARAPET UPGRADE PROGRAM	C	B		F	N	1		4,293,930	3,819,552	2,887,017	474,378	3/22/2018	O	3/21/2021	
4500295640	POWERTECH LABS INC 12388-88TH AVE SURREY, BC V3W 7R7 CA	PROVIDE SERVICES, SOFTWARE, AND EQUIPMENT THAT WILL BE USED TO DEVELOP MODELS USED IN AGILE LAB FOR AGILE ACTIVITIES	P	2		F	N	1		299,500	290,070	57,020	9,430	12/24/2018	C		6/30/2019
4500295701	GE-PROLEC TRANSFORMERS INC 1224 COMMERCE ST SW STE J CONOVER, NC 28613-8245 US	B-G STATION SERVICE TRANSFORMER - SPARE	E	B		F	N	4		578,561	572,573	572,573	5,988	3/30/2018	C		11/7/2019
4500295706	KORN FERRY US 33 S 6TH ST STE 4900 MINNEAPOLIS, MN 55402-3716 US	NYPA TOTAL REMUNERATION STUDY	P	2	8	F	N	1		195,000	185,079	40,000	9,921	3/23/2018	C		2/28/2019
4500295784	ORACLE AMERICA INC 1001 SUNSET BLVD ROCKLIN, CA 95765-3702 US	MAINTENANCE - ORACLE	S	B	7	N	N	1		29,390	29,390	0	0	3/24/2018	C		3/24/2019
4500295839	PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	MAINTENANCE - TURBONOMICS	S	B	6	N	03	6		26,649	26,649	0	0	5/1/2018	C		4/30/2019
4500295870	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	MAINTENANCE - SOPHOS	S	B	7	N	03	1		89,310	89,310	0	0	3/31/2018	C		3/20/2019
4500296050	LEARNING TREE INTERNATIONAL 1831 MICHAEL FARADAY DR RESTON, VA 20190-5304 US	ITIL FOUNDATION TRAINING	S	B	5	N	N	8		59,150	47,200	0	11,950	3/30/2018	C		3/29/2019
4500296061	AQUATECH INTERNATIONAL CORP 1 FOUR COINS DR CANONSBURG, PA 15317-1778 US	WATER TREATMENT MAINTENANCE SERVICES	S	1	5	F	N	1		35,000	8,104	0	26,896	4/9/2018	C		4/8/2019

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4500296182	FLOW SCIENCE INC 683 HARKLE RD - STE A SANTA FE, NM 87505-4750 US	MAINTENANCE - FLOW 3D/MP	S	1	6	F	N	1	21,160	21,160	0	0	5/15/2018	C		5/14/2019
4500296215	NORTHLINE UTILITIES LLC DBA FOR NORTHLINE VENTURES INC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	COMMUNICATION BACKBONE PROJECT	C	B	9	N	01	4	2,649,291	2,077,599	717,253	571,692	4/9/2018	O	4/7/2020	
4500296582	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - ACRONIS	S	B	6	N	04	4	8,550	8,550	0	0	5/31/2018	C		5/30/2019
4500296600	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	MAINTENANCE - DXPERIENCE SOFTWARE	S	B	6	N	N	1	7,939	7,939	0	0	2/27/2018	C		2/27/2019
4500296657	MTS INTEGRA TRAK INC 5041 DALLAS HIGHWAY STE 300 POWDER SPRINGS, GA 30127 US	ANNUAL TELECOM SYSTEM SERVICES	S	1	6	F	N	1	14,615	14,615	0	0	5/1/2018	C		4/30/2019
4500296702	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MS SUPPORT - NYPA	S	B	7	N	N	1	153,265	153,265	0	0	6/28/2018	C		6/27/2019
4500296726	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - NETSCOUT	S	B	6	N	04	4	15,687	15,687	0	0	6/1/2018	C		5/31/2019
4500296752	NORTHLINE UTILITIES LLC DBA FOR NORTHLINE VENTURES INC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	SENSOR DEPLOYMENT PROGRAM PHASE I-CONSTRUCTION	C	B		N	01	5	4,967,615	4,961,235	2,801,261	6,380	4/23/2018	C		10/21/2019
4500296791	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	PROVIDE LOAD BALANCING FOR NETWORK	S	B		N	N	6	70,400	70,400	0	0	4/24/2018	C		4/23/2019
4500296984	MINIMAX FIRE SOLUTIONS INC 3025 INDEPENDENCE DR STE C LIVERMORE, CA 94551-7683 US	DELUGE FIRE SUPPRESSION SYSTEM	C	B		F	N	2	640,116	404,174	0	235,942	4/26/2018	O	4/25/2020	
4500297011	CUNY RESEARCH FOUNDATION 230 W 41ST ST FL 7 NEW YORK, NY 10036 US	SUB-METERING SERVICES WITH CUNY	S	2	9	N	N	1	104,700	89,475	68,662	15,225	4/30/2018	C		4/29/2019
4500297033	J E SHEEHAN CONTRACTING CORP 208 SISSONVILLE RD POTSDAM, NY 13676-3563 US	ST LAWRENCE STABILIZATION OF SHORELINE PROJECT	C	B		N	01	2	432,366	432,366	432,366	0	4/30/2018	C		12/31/2019
4500297086	CARAHST TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE AND INSTALLATION - DOCAVE6	S	B	7	F	N	1	47,660	47,660	0	0	4/30/2018	C		5/11/2019
4500297166	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	DISPOSAL OF ELECTRONIC WASTE	S	B		F	N	6	50,000	0	0	50,000	5/2/2018	O	12/30/2020	
4500297435	RDG + PARTNERS CPAS PPLC 69B MONROE AVE PITTSFORD, NY 14534 US	AUDIT OF 457 COMPENSATION PLAN	P	2	5	N	N	1	9,500	8,891	0	609	5/14/2018	C		1/14/2019
4500297437	M J BRADLEY & ASSOCIATES LLC 47 JUNCTION SQUARE DR CONCORD, MA 01742 US	DEVELOPMENT OF SUSTAINABILITY AND ENVIRONMENTAL JUSTICE PLAN	A	1	8	F	N	1	240,000	189,661	45,351	50,339	4/19/2018	C		3/31/2019
4500297465	OAK RIDGE HAULING LLC 307 WHITE ST DANBURY, CT 06810-6934 US	RUBBISH REMOVAL	S	B	7	N	N	2	85,000	37,691	19,160	47,309	5/7/2018	C		5/15/2019

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4500297466	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT PROCESS DIRECTOR	S	1	8	N	N	1	18,403	18,403	0	0	5/1/2018	C		4/30/2019
4500297467	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT CUSTOMIZATION SOFTWARE	S	1	8	N	N	1	17,983	17,983	0	0	5/1/2018	C		4/30/2019
4500297522	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	DAM CONCRETE REHABILITATION PROJECT	C	B		N	N	2	1,551,922	522,133	336,073	1,029,789	12/31/2018	C		12/31/2019
4500297618	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	SOURCE CODE FIX	S	1	5	N	N	1	6,800	4,849	0	1,951	5/15/2018	C		5/14/2019
4500297623	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	CYBER SECURITY ASSESSMENT	P	1	8	N	N	1	70,000	69,900	0	100	5/15/2018	C		5/14/2019
4500297675	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	PROVIDE HITACHI EQUIPMENT, SOFTWARE AND SUPPORT	S	B	7	F	03	2	116,314	116,314	0	0	5/16/2018	C		5/15/2019
4500297810	INNOVATIVE AUTOMATION INC 954 HERITAGE HILLS DR YORK, PA 17402 US	COMPLETION OF DEVELOPING NORTHERN REGION OPERATING PROCEDURES AND SYSTEM DESCRIPTIONS	A	2	1	F	N	1	550,000	376,404	376,404	173,596	3/20/2018	O	3/19/2020	
4500297812	GLOBALSTAR INC GLOBALSTAR USA LLC 461 S MILPITAS BLVD MILPITAS, CA 95035-5485 US	GLOBALSTAR SERVICES	S	1	8	N	N	1	99,841	99,841	0	0	4/16/2018	C		4/15/2019
4500297863	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	MAINTENANCE - ORACLE	S	2	8	N	N	1	890,580	426,981	373,284	463,599	5/14/2018	O	3/31/2021	
4500297872	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - LIVELINK	S	B	7	N	N	1	119,030	119,030	0	0	7/1/2018	C		6/30/2019
4500297904	TECHNICAL BUILDING SERVICES INC 12 E COMMERCE DR BALLSTON SPA, NY 12020 US	ENERGY MANAGEMENT SYSTEM REPAIR AND MAINTENANCE	E	B	7	N	N	1	100,000	69,134	58,579	30,866	5/21/2018	C		5/20/2019
4500297950	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	TARA SOFTWARE RENEWAL	E	1	5	N	N	1	38,000	38,000	0	0	6/1/2018	C		5/31/2019
4500297957	CUNY RESEARCH FOUNDATION 230 W 41ST ST FL 7 NEW YORK, NY 10036 US	DEVELOP TRAINING CURRICULUM FOR NEW YORK ENERGY MANAGER	P	2	8	N	N	1	50,000	15,000	15,000	35,000	6/15/2018	O	6/9/2020	
4500297958	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	PUSS MUST RENEWAL	E	1	5	N	N	1	25,350	25,350	0	0	5/18/2018	C		5/17/2019
4500297969	DEJERO LABS INC 410 ALBERT ST UNIT 200 WATERLOO, ON N2L 3V3 CA	LEASE OF STREAMING EQUIPMENT	E	1	5	N	N	1	34,360	34,360	0	0	4/20/2018	C		4/19/2019
4500298024	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	ADOBE CREATIVE CLOUD LICENSES	S	2	6	N	N	1	26,318	26,318	0	0	6/5/2018	C		6/4/2019
4500298041	FEDTEK INC 12700 BLACK FOREST LN STE 202 WOODBIDGE, VA 22192-5306 US	MAINTENANCE - WEBTRENDS	S	B	7	F	N	1	11,038	11,033	0	5	6/27/2018	C		6/26/2019
4500298046	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOFTWARE - SOLARWINDS	E	B	7	F	N	1	10,413	10,413	0	0	5/30/2018	C		5/29/2019

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4500298094	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	LICENSES AND MAINTENANCE - ACTIVE DIRECTORY	E	B	7	N	N	1		25,324	25,324	0	0	6/1/2018	C		5/31/2019
4500298321	ADP LLC PO BOX 842875 BOSTON, MA 02284-2875 US	PAYROLL SERVICES	S	C		F	N	5		878,511	210,313	208,737	668,198	6/11/2018	O	6/10/2023	
4500298413	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	SUB-SYNCHRONOUS RESONANCE DETECTION PROJECT AT MSSC	E	2	8	F	N	1		973,721	866,093	597,062	107,628	6/12/2018	O	6/30/2021	
4500298432	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FERC 12 DAM SAFETY	A	2	8	N	N	3		337,456	69,980	0	267,476	6/13/2018	O	1/31/2022	
4500298437	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT LICENSING PRODUCTS NYPA	S	B	7	F	N	1		3,793,770	2,481,375	1,240,698	1,312,395	7/1/2018	O	6/30/2021	
4500298442	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	ESRI ARCGIS UPGRADE	E	B	7	N	N	1		16,564	16,564	0	0	7/6/2018	C		7/5/2019
4500298457	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	BRIDGE INSPECTION	A	B	8	N	N	3		279,000	279,000	149,600	0	6/13/2018	C		1/31/2019
4500298463	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ENGINEERING AND DESIGN SERVICES SAINT LAWRENCE FDR POWER PLANT ELEVATED WATER STORAGE TANK REPLACEMENT PROJECT	A	B		N	N	4		283,600	123,485	84,015	160,115	6/13/2018	O	5/31/2020	
4500298478	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	HITACHI EQUIPMENT, SOFTWARE AND SUPPORT	E	B	7	F	N	4		104,778	104,778	0	0	6/14/2018	C		6/13/2019
4500298500	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT, SOFTWARE AND SUPPORT	E	B	7	N	04	2		69,588	69,588	0	0	6/14/2018	C		6/13/2019
4500298578	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	TLEM PLATTSBURGH SUBSTATION SERVICE ELECTRICAL EQUIPMENT INSTALLATION	C	B		N	N	2		3,481,231	1,766,997	1,325,212	1,714,234	6/21/2018	O	6/21/2020	
4500298619	ASCENDANT STRATEGY MANAGEMENT GROUP LLC 75 ARLINGTON ST FL 5 BOSTON, MA 02116-3936 US	PERFORMANCE MANAGEMENT SAAS	S	C		F	N	6		708,910	242,803	161,621	466,107	7/9/2018	O	7/8/2023	
4500298621	COMPLINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	PASSWORD MANAGER	I	B	6	F	04	3		29,860	29,860	0	0	6/19/2018	C		3/27/2019
4500298699	ADOBE SYSTEMS INC 345 PARK AVE SAN JOSE, CA 95110-2704 US	ADOBE RENEWAL OF SUBSCRIPTION LICENSES	S	2	6	F	N	1		20,680	19,377	0	1,303	6/21/2018	C		2/21/2019
4500298714	ATLAS PAINTING & SHEETING CORP 465 CREEKSIDE DR AMHERST, NY 14228-2112 US	HATCH PAINTING	C	B		N	N	3		2,106,000	1,684,000	1,045,833	422,000	6/21/2018	C		10/8/2019
4500298725	ALLIANCE FOR SUSTAINABLE ENERGY LLC 15013 DENVER WEST PKWY GOLDEN, CO 80401-3111 US	CYBER GOVERNANCE ASSESSMENT	P	1	8	N	N	1		50,000	50,000	0	0	6/22/2018	C		6/21/2019

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4500298727	9327-6806 QUEBEC INC 2B-1455 RUE DRUMMOND MONTREAL, PQ H3G 1W3 CA	EMTP/HYPERIM DEVELOPMENT OF THE NEW YORK STATE EXTRA HIGH VOLTAGE NETWORK FOR THE ADVANCED GRID INNOVATION LAB (AGILE)	P	1	8	F	N	1		136,000	136,000	136,000	0	6/29/2018	C		6/28/2019
4500298772	EVANS CONSOLES INC 1577 SPRING HILL RD STE 450 VIENNA, VA 22182 US	B-G CONTROL ROOM CONSOLE UPGRADE	E	2	8	N	N	1		143,682	143,682	143,682	0	6/25/2018	C		5/13/2019
4500298846	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	FUSION DATABASE KING AIR	S	1	8	N	N	1		12,300	12,300	0	0	6/27/2018	C		8/1/2019
4500298866	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	MAINTENANCE AND TRAINING - ORBUS	S	B	7	N	N	1		38,665	35,665	0	3,000	8/4/2018	C		8/30/2019
4500298879	ROCKY MOUNTAIN INSTITUTE CARBON WAR ROOM 2490 JUNCTION PL STE 200 BOULDER, CO 80301-2167 US	CONSULTING SERVICES	P	2		F	N	1		950,000	454,330	357,009	495,670	7/2/2018	O	12/31/2020	
4500298881	BLOUNT BOATS INC 461 WATER ST WARREN, RI 02885-3929 US	ICE BREAKER VESSEL	E	B		F	N	3		4,383,922	3,009,504	2,252,000	1,374,418	6/28/2018	O	6/27/2020	
4500298922	SITCORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	MAINTENANCE - SITCORE	S	1	5	N	N	1		58,377	58,377	0	0	6/28/2018	C		6/27/2019
4500298927	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	NETWORK OPERATIONS SWITCHES	E	B	7	N	04	5		36,147	36,147	0	0	6/28/2018	C		6/27/2019
4500298943	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	MAINTENANCE - INFOBLOX	S	M	6	N	04	1		18,242	18,242	0	0	7/1/2018	C		6/30/2019
4500298959	MICHEL'S CORP- MICHEL'S POWER DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	COMMUNICATION BACKBONE GF-5 CONSTRUCTION PROJECT	C	B	8	F	N	3		3,124,433	3,098,218	122,613	26,215	6/29/2018	O	6/27/2020	
4500298974	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	RENEWAL OF RSA TECHNICAL SUPPORT FOR THE RSA TOKENS USED FOR MULTI-FACTOR AUTHENTICATION	S	B	6	N	04	4		10,800	10,800	0	0	6/27/2018	C		6/26/2019
4500298975	CORPORATE EXECUTIVE BOARD 1919 NORHT LYNN ST ARLINGTON, VA 22209 US	CORPORATE EXECUTIVE BOARD PMO SUBSCRIPTION	S	1	9	F	N	1		102,900	67,600	34,300	35,300	7/1/2018	O	6/30/2021	
4500299060	GARTNER INC PO BOX 911319 DALLAS, TX 75391-1319 US	GARTNER ADVISORY SERVICES	S	B	7	N	N	1		176,580	176,580	0	0	7/1/2018	C		6/30/2019
4500299062	OPEN ACCESS TECHNOLOGY INTERNATIONAL INC 3660 TECHNOLOGY DR MINNEAPOLIS, MN 55418-1015 US	TAGGING SERVICES	S	B	5	F	N	1		5,040	5,040	0	0	6/11/2018	C		6/27/2019
4500299192	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	LICENSE UPGRADE AND MAINTENANCE - CHECKPOINT	S	B	7	N	N	2		382,461	382,461	0	0	6/29/2018	C		6/28/2019
4500299260	USABLENET INC 142 W 57TH ST - FL 7 NEW YORK, NY 10019-3300 US	MAINTENANCE - USABLENET	S	2	6	N	N	1		9,538	9,538	0	0	7/21/2018	C		7/20/2019

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4500299373	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601-5833 US	HAWKINS POINT VISITOR CENTER PARKING AREA RECONSTRUCTION	C	B		N	N	3		2,098,717	2,060,763	442,528	37,954	8/13/2018	C		12/31/2019
4500299399	ELMER W DAVIS INC 1217 CLIFFORD AVE ROCHESTER, NY 14621-5620 US	ROOF REPLACEMENT	C	B		N	N	2		278,959	278,959	278,959	0	7/17/2018	C		6/30/2019
4500299454	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	STARLING SOFTWARE LICENSES	S	B	6	N	N	5		7,502	7,502	0	0	7/18/2018	C		7/17/2019
4500299495	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	REPLACEMENT OF UNDERGROUND FUEL TANKS WITH ABOVE GROUND TANKS	C	B		N	01	2		2,074,287	2,074,287	485,676	0	7/19/2018	C		7/15/2019
4500299497	ONSOLVE INTERMEDIATE HOLDING CO ONSOLVE LLC 780 W GRANADA BLVD ORMOND BEACH, FL 32174 US	MAINTENANCE - SMARTNOTICE	S	1	6	F	N	1		16,000	16,000	0	0	3/22/2018	C		3/21/2019
4500299520	JLT SPECIALTY INSURANCE SERVICES IN 225 W WACKER DR FL 5 CHICAGO, IL 60606-1280 US	OPTIMIZATION OF ANALYTICS TO IMPROVE RISK ANALYSIS	P	C		F	N	7		247,600	247,600	227,600	0	7/30/2018	C		7/29/2019
4500299521	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	ANNUAL SPARK ACTIVE USER WITH WEBEX	S	B	7	N	N	2		70,272	20,496	14,640	49,776	7/24/2018	C		7/23/2019
4500299554	KENNY CONSTRUCTION COMPANY 2215 SANDERS RD STE 400 NORTHBROOK, IL 60062-6114 US	NERC CIP CYBER SECURITY UPGRADES	C	B		F	N	4		1,797,263	1,797,263	466,518	0	7/20/2018	C		7/19/2019
4500299601	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MOBILE COMMUNICATIONS - MOBILE HOSTING SERVICES	S	B	6	N	N	1		39,902	39,902	0	0	8/11/2018	C		8/10/2019
4500299654	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	RED HAT SUBSCRIPTION SERVICES	S	B	7	N	N	2		18,955	18,955	0	0	7/26/2018	C		7/25/2019
4500299655	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	TABLEAU DESKTOP SOFTWARE	I	B	7	F	N	1		20,676	20,676	0	0	8/1/2018	C		7/31/2019
4500299712	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	VMWARE SOFTWARE LICENSE RENEWAL	S	B	7	N	N	1		120,410	120,410	0	0	7/1/2018	C		6/30/2019
4500299719	IVANTI INC 698 W 10000 S STE 210 SOUTH JORDAN, UT 84095-4063 US	MAINTENANCE - INVANTI ENDPOINT MANAGEMENT AND SECURITY PREMIUM	S	2	6	F	N	2		16,240	16,240	0	0	7/29/2018	C		7/28/2019
4500299841	XEROX CORPORATION PO BOX 660502 DALLAS, TX 75266-0502 US	LEASING OF THE V180B XEROX PRINTER, USAGE	H	B	7	N	N	1		380,012	33,758	33,758	346,254	8/10/2018	O	8/9/2023	
4500299863	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	PLATTSBURGH RELAY CABINETS	E	B		F	N	4		2,919,744	2,165,920	1,629,767	753,824	8/28/2018	O	7/31/2023	
4500299873	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	VMWARE SOFTWARE LICENSE RENEWAL	S	B	7	N	N	1		37,271	37,271	0	0	8/8/2018	C		8/7/2019
4500299889	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - SOLARWINDS	S	B	7	N	N	1		37,041	37,041	0	0	8/31/2018	C		8/30/2019

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4500299904	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	CO2 FIRE SUPPRESSION SYSTEM	C	B		N	N	1		149,222	149,222	149,222	0	8/1/2018	C		7/31/2019
4500299911	LEARNING TREE INTERNATIONAL 1831 MICHAEL FARADAY DR RESTON, VA 20190-5304 US	ITIL TRAINING COURSE	S	B	5	F	N	1		11,950	11,750	0	200	8/1/2018	C		7/31/2019
4500299935	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	PROVIDE HITACHI EQUIPMENT, SOFTWARE AND SUPPORT	S	B	7	N	03	3		699,177	699,177	0	0	8/1/2018	C		7/31/2019
4500299969	CEMTEK ENVIRONMENTAL INC D/B/A CEMTEK KVB-ENERTEC 3041 S ORANGE AVE SANTA ANA, CA 92707-4247 US	CEMS SOFTWARE SUPPORT	P	1	8	N	N	1		118,220	114,420	9,900	3,800	8/13/2018	C		8/12/2019
4500300071	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	LICENSES AND MAINTENANCE - ORACLE PRIMAVERA	S	2	8	F	N	1		221,430	221,426	29,943	4	8/6/2018	C		8/5/2019
4500300205	BRISTOL HARBOR GROUP INC 99 POPPASQUASH RD UNIT H BRISTOL, RI 02809-1018 US	CONTINUED DEVELOPMENT OF ICE BREAKING TUG FOR NEAR-TO- SHORE OPERATIONS IN THE LAKE ERIE-RIVER ICEBOOMS	A	1	8	F	N	1		110,348	71,400	62,475	38,948	8/3/2018	O	8/3/2021	
4500300328	DELLAVERSON PC 381 PARK AVE S RM 720 NEW YORK, NY 10016-8831 US	LEGAL SERVICES	L	2		N	N	1		150,000	150,000	100,000	0	8/14/2018	C		8/13/2019
4500300354	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	SOFTWARE AND MAINTENANCE - VMWARE	S	B	7	N	N	1		138,636	138,636	0	0	8/20/2018	C		8/19/2019
4500300383	GRAVITY PRO CONSULTING LLC SYLVANA COCHE 21 VIA LAMPARA SAN CLEMENTE, CA 92673-7054 US	SAP SOFTWARE LICENSES	I	B	6	F	03	1		12,706	12,706	0	0	8/4/2018	C		8/3/2019
4500300458	EXECUTIVE INFORMATION SYSTEMS LLC 6901 ROCKLEDGE DR STE 600 BETHESDA, MD 20827-0076 US	LICENSES AND MAINTENANCE - SAS ANALYTICS PRO	I	B	7	F	N	1		10,121	10,121	0	0	8/31/2018	C		8/30/2019
4500300473	CDW GOVERNMENT INC 75 REMITTANCE DR - STE 1515 CHICAGO, IL 60675-1515 US	MAINTENANCE - NUANCE PDF	I	B	6	F	N	1		39,585	39,585	0	0	8/17/2018	C		8/16/2019
4500300477	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	DCAS CROWN HEIGHTS LIGHTING UPGRADE	C	B	5	N	04	4		33,665	0	0	33,665	8/20/2018	O	8/16/2020	
4500300482	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 3999 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2305 US	WORKFORCE ANALYTICS IMPLEMENTATION	P	1	8	F	N	1		64,215	46,888	44,963	17,327	8/17/2018	C		8/16/2019
4500300497	BIG BANG LLC 9851 S 27TH ST FRANKLIN, WI 53132-9533 US	MAINTENANCE - UNIVERSAL IMAGING UTILITY	S	2	6	N	N	2		5,640	5,640	0	0	8/19/2018	C		8/18/2019
4500300595	GENSLER ARCHITECTURE DESIGN INC SUITE 400 10 NORTH PARK PLACE MORRISTOWN, NJ 07960 US	ARCHITECTURAL/MEP/IT/AV PROGRAMMING, CONCEPTUAL AND SCHEMATIC DESIGN SERVICES	A	2	8	F	N	1		667,102	452,848	264,731	214,254	10/18/2018	O	12/31/2020	
4500300621	DOCPOINT SOLUTIONS LLC 11850 W MARKET PL STE P FULTON, MD 20759-2671 US	MAINTENANCE - NINTEX	S	B	7	F	N	1		28,297	28,297	0	0	10/10/2018	C		10/9/2019

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4500300672	A & T SYSTEMS INC 12200 TECH RD - STE 200 SILVER SPRING, MD 20904-1971 US	MOBILE FIRST PROTECTION SERVICES	I	B	7	F	N	1		172,550	172,550	0	0	8/20/2018	C		8/19/2019
4500300674	NORTH CAROLINA STATE UNIVERSITY OFFICE OF RESEARCH ADMINISTRATION 2701 SULLIVAN DR - BOX 7514 RALEIGH, NC 27695-7514 US	IMPLEMENTATION OF WIDE-AREA OSCILLATION DAMPING CONTROLLERS STUDY	P	2	9	F	N	1		15,000	15,000	0	0	8/16/2018	C		6/30/2019
4500300748	CHB INDUSTRIES INC 1300 VETERANS MEMORIAL HWY STE 340 HAUPPAUGE, NY 11788-3078 US	REMOVAL AND INSTALLATION OF WINDOW FILM	C	2	8	N	03	1		200,000	43,111	15,441	156,889	9/4/2018	C		9/3/2019
4500300779	MAUREEN DATA SYSTEMS INC 307 W 38TH ST RM 1801 NEW YORK, NY 10018-6510 US	MAINTENANCE - TENABLE	S	2	8	N	03	1		85,410	85,410	0	0	9/28/2018	C		9/27/2019
4500300827	HINCKLEY ALLEN & SNYDER LLP 1000 WESTMINSTER ST STE 1500 PROVIDENCE, RI 02903 US	LEGAL SERVICES	L	2		N	N	1		25,000	2,234	352	22,766	8/29/2018	O	8/28/2021	
4500300828	SMIT TRANSFORMATOREN BV DBA FOR ROYAL SMIT TRANSFORMERS BV GROENESTRAAT 336 NIJMEGEN, 02 6531 JC NL	AUTO-TRANSFORMER	E	B		F	N	9		3,296,892	0	0	3,296,892	8/28/2018	O	12/31/2020	
4500301031	E J O'CONNELL SENSOR DEPLOYMENT JV 4641 VERNON BLVD LONG ISLAND CITY, NY 11101-5308 US	SENSOR DEPLOYMENT PROGRAM PHASE II	C	B		N	N	4		76,425,063	43,054,552	33,268,476	33,370,511	9/5/2018	O	9/4/2023	
4500301067	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	ARIBA VENDOR VETTING SAAS	I	B		F	N	10		493,000	208,000	190,000	285,000	9/5/2018	O	9/4/2023	
4500301092	US GREEN BUILDING COUNCIL NY CHAP URBAN GREEN COUNCIL 55 BROAD ST FL 9 NEW YORK, NY 10004-2501 US	OPERATION AND MAINTENANCE TRAINING AND COACHING	P	2	3	N	N	1		33,000	24,500	19,750	8,500	8/31/2018	O	8/31/2020	
4500301095	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	PROOFPOINT SECURITY SOFTWARE	I	B	7	F	N	1		150,306	150,286	0	20	10/1/2018	C		9/30/2019
4500301143	DOVETAIL PARTNERS INC 528 HENNEPIN AVE STE 703 MINNEAPOLIS, MN 55403-1814 US	RIGHT OF WAY (AUDIT)	S	1	8	N	N	1		36,000	20,000	0	16,000	9/7/2018	O	9/6/2023	
4500301183	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - NASTEL	S	B	6	N	04	3		35,584	35,584	0	0	9/29/2018	C		9/28/2019
4500301336	EVANS CONSOLES INC 1577 SPRING HILL RD STE 450 VIENNA, VA 22182 US	FURNITURE	E	B	8	N	N	1		155,488	155,488	155,488	0	9/13/2018	C		12/31/2019
4500301364	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	VISCHER FERRY DEBRIS/ICE BOOM PROJECT	E	C		N	01	3		757,969	486,715	486,715	271,254	9/13/2018	O	4/30/2020	
4500301392	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	LICENSES AND MAINTENANCE - MCAFFEE SKYHIGH	I	2	8	N	02	1		111,606	111,606	0	0	8/29/2018	C		8/28/2019
4500301479	STRUCTURAL PRESERVATION SYSTEMS INC 39 UTTER AVE HAWTHORNE, NJ 07506-2116 US	EMERGENCY GARAGE REPAIRS AT THE WHITE PLAINS OFFICE	C	2	8	N	N	1		90,255	85,880	0	4,375	9/18/2018	C		9/17/2019

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4500301559	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	ANNUAL LEASE FOR ANSYS SOFTWARE	I	B	7	F	N	1		6,032	6,032	0	0	10/25/2018	C		10/24/2019
4500301569	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - AUTOCAD	I	B	7	F	N	1		103,698	103,698	0	0	10/27/2018	C		10/26/2019
4500301740	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	MAINTENANCE - TABLEAU	I	B	7	F	N	1		33,570	33,570	0	0	11/7/2018	C		11/6/2019
4500301771	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	GENERATION CONTROL SYSTEM (GCS) HMI	R	B			N	N	2	634,565	280,299	280,299	354,266	10/1/2018	O	9/30/2020	
4500301917	O'BRIEN & GERE / DEWBERRY ENERGY SERVICES JOINT VENTURE 333 W WASHINGTON - STE 400 SYRACUSE, NY 13202-9202 US	OPERATION AND MAINTENANCE TRAINING AND COACHING	A	2	8	N	N	1		175,000	56,000	56,000	119,000	10/1/2018	O	10/5/2020	
4500301923	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	VISCHER FERRY SMALL HYDROELECTRIC PLANT SCOUR HOLE REPAIR ON DAM F APRON	C	C			N	N	2	405,450	405,450	405,450	0	10/1/2018	C		8/31/2019
4500302028	TRUVIEW BSI LLC 390 RXR PLAZA UNIONDALE, NY 11556-0390 US	BACKGROUND SECURITY SERVICES	S	B			N	02	6	1,943,865	1,165,384	1,165,384	778,481	8/1/2017	O	8/23/2020	
4500302104	STEEL SALES INC PO BOX 539 8085 STATE HIGHWAY 12 SHERBURNE, NY 13460 US	WEATHERING STEEL PROJECT MATERIALS	E	1	8	N	03	1		70,930	70,930	70,930	0	10/5/2018	C		1/30/2019
4500302125	B2GNOW DBA FOR ASKREPLY INC 725 W MCDOWELL RD PHOENIX, AZ 85007-1727 US	ONBOARDING AND MAINTENANCE - B2GNOW	S	1	6	N	N	1		29,700	29,700	29,700	0	10/22/2018	C		1/1/2019
4500302206	THRETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	LIGHTING UPGRADE FOR NYPD PRECINCT 77	C	B	5	N	04	3		76,200	33,320	33,320	42,880	10/12/2018	O	10/9/2020	
4500302263	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	TRUE UP LICENSES AND MAINTENANCE - QUEST	I	B	7	F	N	1		78,997	78,997	0	0	10/31/2018	C		10/30/2019
4500302361	ENVIRONMENTAL ENERGY ALLIANCE OF NEW YORK LLC 2 ROBINWOOD LN LAGRANGEVILLE, NY 12540-5401 US	ENVIRONMENTAL ENERGY ALLIANCE OF NEW YORK, LLC MEMBERSHIP DUES	S	2	6	N	N	1		35,000	35,000	0	0	1/1/2019	C		12/31/2019
4500302418	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	SPLUNK RENEWAL	I	B	7	F	N	4		136,131	136,130	0	1	10/4/2018	C		10/3/2019
4500302419	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	TRUE UP LICENSES AND MAINTENANCE	I	B	7	F	N	1		5,980	5,980	0	0	10/17/2018	C		10/16/2019
4500302471	LIGHTING DESIGN INNOVATIONS INC 2804 WEST MAIN STREET RD BATAVIA, NY 14020-9106 US	CUNY LEHMAN AND QUEENS COLLEGE LIGHTING TECHNOLOGIES PROJECT	C	1	8	N	03	1		111,150	111,150	111,150	0	10/22/2018	C		10/21/2019
4500302537	WINSHUTTLE LLC 19820 N CREEK PARKWAY STE 200 BOTHELL, WA 98011-8227 US	MAINTENANCE - WINSHUTTLE	S	2	6	N	N	1		11,940	11,940	0	0	10/22/2018	C		10/21/2019
4500302542	SCHWEITZER ENGINEERING LAB INC SEL ENGINEERING SERVICES INC 2350 NE HOPKINS CT PULLMAN, WA 99163-5600 US	Y-49 SEL-411L TRAVELING WAVE SETTINGS - SEL ENGINEERING	A	1			N	N	1	11,035	11,035	11,035	0	10/19/2018	C		10/18/2019

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4500302543	NETBRAIN TECHNOLOGIES INC 15 NETWORK DR BURLINGTON, MA 01803-2756 US	MAINTENANCE - NETBRAIN	S	2	6	N	N	1		9,000	9,000	0	0	8/15/2018	C		8/14/2019
4500302588	SAFESPAN SCAFFOLDING LLC 252 FILLMORE AVE TONAWANDA, NY 14150 US	SCAFFOLDING SERVICES CENTRAL REGION	E	2	8	N	N	1		80,000	7,996	7,996	72,004	12/6/2018	O	12/31/2020	
4500302730	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	MAINTENANCE - PORTIA FINANCIAL PORTFOLIO MANAGEMENT	S	1	8	F	N	1		53,898	53,898	0	0	1/1/2019	C		12/31/2019
4500302761	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	IBM STERLING GENTRAN USAGE	S	1	6	N	N	1		12,530	11,479	11,479	1,051	1/1/2019	C		12/31/2019
4500302826	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	TEST EQUIPMENT FOR SAMAC SUPPORT	E	C	9	N	N	2		8,439	8,439	2,826	0	10/30/2018	C		3/13/2019
4500302830	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - SOLARWINDS	P	B	7	F	N	1		35,976	35,976	0	0	11/22/2018	C		11/21/2019
4500302857	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	CYBER SECURITY ASSESSMENT	P	B	7	N	N	1		162,673	162,673	81,337	0	11/1/2018	C		10/31/2019
4500302927	USIC LOCATING SERVICES LLC DBA FOR LOCATE HOLDINGS INC 9045 RIVER RD STE 300 INDIANAPOLIS, IN 46240-6400 US	DIG SAFE SERVICES	A	B		N	N	2		694,000	0	0	694,000	11/1/2018	O	9/30/2023	
4500302958	AKAMAI TECHNOLOGIES INC 150 BROADWAY CAMBRIDGE, MA 02142-1055 US	SOFTWARE TO MONITOR INTERNET TRAFFIC	I	B	7	F	N	1		127,075	127,075	101,660	0	12/1/2018	C		11/30/2019
4500302962	CARASOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	SOFTWARE, MAINTENANCE, TRAINING - EGRC	I	B	7	F	N	1		1,097,629	889,147	572,125	208,482	11/2/2018	O	11/1/2021	
4500303071	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	OMICRON EQUIPMENT	E	C	8	F	N	5		83,720	83,720	83,720	0	11/5/2018	C		3/13/2019
4500303086	HARTMANN FINE ARTS SERV INC 321 WEST OLD YORK RD CARLISLE, PA 17015 US	BENTON MURALS REMOVAL AND CONSERVATION	C	B		F	N	3		140,952	123,954	123,954	16,998	11/9/2018	O	5/8/2020	
4500303112	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - OPENTEXT FOR STREAMSERVE DOCUMENT PRESENTMENT FOR SAP SOLUTIONS	I	B	7	F	N	1		17,372	17,372	0	0	12/1/2018	C		11/30/2019
4500303134	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	MAINTENANCE - ANSYS	I	B	7	F	N	1		14,019	14,019	0	0	12/1/2018	C		11/30/2019
4500303135	STEEL FAB INC 430 CRAWFORD ST - PO BOX 2145 FITCHBURG, MA 01420-6808 US	CRESCENT PLANT TAITER GATE	E	B		F	N	3		750,000	0	0	750,000	11/20/2018	O	8/19/2020	
4500303150	DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY 317 WASHINGTON ST WATERTOWN, NY 13601 US	DARK FIBER MASTER LEASE AGREEMENT	S	1	8	N	N	1		1,061,004	1,061,004	101,480	0	10/1/2018	O	9/30/2038	
4500303161	CARASOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - GLOBALSCAPE SOFTWARE	I	B	7	F	N	1		18,181	18,181	18,181	0	11/8/2018	C		11/7/2019

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4500303181	MPREST SYSTEMS (2003) LTD 94 EM HAMOSHAVOT RD - PARK AZORIM KIRYAT ARIE PETACH TIKVA, 01 49130 IL	MAINTENANCE AGREEMENT FOR TRANSFORMER COMMAND AND CONTROL SYSTEM	R	2	8	F	N	1		686,250	137,250	137,250	549,000	11/8/2018	O	11/7/2023	
4500303250	PERRAS CONSTRUCTION SERVICES INC 1909 STATE HIGHWAY 420 MASSENA, NY 13662-3344 US	PARKS TRAILER RELOCATION	C	2	1	N	N	1		72,292	60,599	60,599	11,693	11/9/2018	C		2/28/2019
4500303275	BLUECIELO ECM SOLUTIONS INC 411 EAGLEVIEW BLVD STE 109 EXTON, PA 19341-1167 US	MAINTENANCE - BLUE CIELO	S	1	8	N	N	1		79,923	79,923	79,923	0	1/1/2019	C		6/30/2019
4500303304	ROBERT G GANSER PE DBA TRANSFORMER CONSULTING SERVICES 669 MAGNOLIA CIR SE NORTH CANTON, OH 44709-1100 US	DESIGN REVIEW SERVICES OF MANUFACTURER DESIGN DOCUMENTS OF THE AUTHORITY'S FACILITIES IN WHITE PLAINS, NY	A	B	5	N	N	3		12,000	12,000	12,000	0	11/13/2018	C		11/10/2019
4500303322	TRIANGLE MICROWORKS INC 2840 PLAZA PL STE 205 RALEIGH, NC 27612 US	PROVIDE SOFTWARE LICENSES	I	B	6	F	N	1		12,300	12,300	0	0	11/1/2018	C		10/30/2019
4500303352	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	IVANTI LUMENSION PATCH AND REMEDATION, IVANTI ENDPOINT AND SECURITY PREMIUM	I	B	6	N	04	1		7,024	7,024	0	0	11/1/2018	C		10/31/2019
4500303359	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	MAINTENANCE - TAPROOT	S	1	6	N	N	1		6,899	6,899	0	0	12/1/2018	C		11/30/2019
4500303394	SECURITAS ELECTRONIC SECURITY INC 3800 TABS DR UNIONTOWN, OH 44685-9564 US	SECURITY SYSTEM AT NYCDEP NEVERSINK TUNNEL OUTLET (NTO)	C	B	8	N	N	1		390,703	238,064	238,064	152,639	11/20/2018	O	11/19/2020	
4500303413	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	SOFTWARE LICENSE, MEINBERG PROTOCOL	I	B	6	N	04	1	*	5,596	5,597	5,597	0	12/3/2018	C		12/2/2019
4500303444	ABB INDUSTRIAL SOLUTIONS CANADA INC 180 CONSTELLATION DR STONE CREEK, ON L8E 6B2 CA	REMOVE, REFURBISH, DELIVER, INSTALL GSU'S	E	B		F	N	1		5,342,908	769,500	0	4,573,408	7/1/2018	O	3/30/2021	
4500303474	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - CLOUDERA	S	B	7	F	N	1		42,500	42,500	42,500	0	11/19/2018	C		11/17/2019
4500303475	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	QUEST ARCHIVE MANAGER	I	B	7	F	N	1		18,575	18,575	18,575	0	11/19/2018	C		11/18/2019
4500303476	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTOCAD RENEWAL	S	B	7	F	N	1		5,241	0	0	5,241	11/19/2018	C		11/18/2019
4500303477	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	DBC FINANCE RENEWAL	I	1	5	N	N	1		12,854	12,854	0	0	11/19/2018	C		11/18/2019
4500303502	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	MAINTENANCE - ANSYS SOFTWARE	I	B	6	F	N	1		19,234	19,234	0	0	1/1/2019	C		12/31/2019
4500303510	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	MAINTENANCE - VARONIS	I	B	7	F	N	1		41,292	41,292	41,292	0	12/30/2018	C		12/27/2019
4500303551	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	HITACHI REPLICATION LICENSE AND SUPPORT	I	B	7	F	03	3		95,333	95,333	95,333	0	11/25/2018	C		1/3/2019

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4500303570	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	SIEMENS TEST EQUIPMENT	E	C	6	F	N	3		23,435	23,435	23,435	0	11/26/2018	C		11/25/2019
4500303588	KONE INC 25 POST RD STE 4 ALBANY, NY 12205-6736 US	ELEVATOR MAINTENANCE SERVICES	C	B		N	N	1		62,370	0	0	62,370	11/26/2018	C		8/31/2019
4500303603	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	MAINTENANCE - VENTYX	S	1	6	N	N	1		38,421	38,421	0	0	1/1/2019	C		12/31/2019
4500303648	MOEV INC 525 S HEWITT ST LOS ANGELES, CA 90013-2217 US	EV CHARGERS FOR THE GALLERIA PARKING GARAGE	E	2	5	F	N	1		26,300	26,300	26,300	0	11/28/2018	O	12/31/2020	
4500303707	LUKEN ELECTRIC DBA FOR LINDEN ELECT SUPPLY 725 SAINT GEORGE AVE ROSELLE, NJ 07203-2690 US	GE TEST AND RELAY EQUIPMENT	E	C	6	F	04	4		56,777	56,777	56,777	0	11/29/2018	C		11/28/2019
4500303716	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	04	1		22,896	22,896	22,896	0	11/29/2018	C		11/28/2019
4500303724	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	DELL DATA PROTECTION (DDPE) ROADRUNNER	I	B	7	N	04	2		12,746	12,746	0	0	12/15/2018	C		11/28/2019
4500303733	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	04	1		30,424	30,424	30,424	0	11/29/2018	C		11/28/2019
4500303737	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	04	1		172,447	172,447	172,447	0	11/29/2018	C		11/28/2019
4500303738	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	IRONKEY USB DEVICE SERVICES	I	B		N	04	6		52,425	52,425	0	0	1/1/2019	C		1/31/2019
4500303755	VISTACOM INC 1902 VULTEE ST ALLENTOWN, PA 18103 US	MAINTENANCE - NOC VIDEO WALL SYSTEM	S	B	7	N	N	1		29,500	29,500	29,500	0	12/1/2018	C		11/30/2019
4500303756	MAINE TECHNICAL SOURCE 787 OLD ROUTE 9 NORTH WAPPINGERS FALLS, NY 12590 US	LEICA BLK360 3D SCANNER	E	2	8	N	N	1		19,630	19,630	19,630	0	12/3/2018	C		12/2/2019
4500303768	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	ARIBA SOURCING SOFTWARE AND HOSTING	I	1	8	F	N	1		367,444	367,444	0	0	11/30/2018	C		11/29/2019
4500303778	VERIZON CONNECT NWF INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	VEHICLE FLEET TRACKING SERVICES	P	B	7	N	N	1		77,289	53,879	53,879	23,410	12/7/2018	C		12/6/2019
4500303845	TROUTMAN SANDERS LLP ATTORNEYS AT LAW 401 9TH ST NW - STE 1000 WASHINGTON, DC 20004-2146 US	LEGAL SERVICES	L	2		F	N	1		735,000	76,580	76,580	658,420	11/12/2018	O	11/11/2022	
4500303855	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - ARCGIS	I	B	7	F	N	1		67,012	67,012	0	0	1/1/2019	C		12/31/2019
4500303879	SIRIUS COMPUTER SOLUTIONS INC 101000 REUNION PLACE STE 500 SAN ANTONIO, TX 78216 US	MAINTENANCE - IBM	S	B	7	N	N	1		122,001	122,001	122,001	0	9/1/2018	C		8/31/2019

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4500303897	GIANT INNOVATION DBA FOR HMW INNOVATE LLC 132 E 43RD ST UNIT 419 NEW YORK, NY 10017 US	INNOVATION TRAINING WORKSHOPS	P	2	8	N	N	1		150,000	96,845	96,845	53,155	12/5/2018	C		12/4/2019
4500303927	MELTWATER NEWS US INC 225 BUSH ST STE 1000 SAN FRANCISCO, CA 94104-4215 US	ANNUAL MELTWATER NEWSCLIPS SERVICES	S	2	6	N	N	1		31,375	25,000	25,000	6,375	2/10/2019	O	2/9/2020	
4500303974	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM	S	B	7	N	N	2		783,076	783,076	783,076	0	1/1/2019	C		12/31/2019
4500304018	CITY OF WHITE PLAINS COMMISSIONER OF PUBLIC WORKS 255 MAIN ST WHITE PLAINS, NY 10601 US	PARKING GARAGE PERMITS	S	2	8	N	N	1		53,600	53,600	26,800	0	12/14/2018	C		6/30/2019
4500304035	SYN-TECH SYSTEMS INC PO BOX 5258 TALLAHASSEE, FL 32314 US	MAINTENANCE - FUELMASTER	R	1	6	F	N	1		5,875	5,875	5,875	0	1/1/2019	C		12/31/2019
4500304042	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	FURNISH AND DELIVER ABB TEST EQUIPMENT	E	C	5	N	N	1		45,178	45,178	45,178	0	12/10/2018	C		12/9/2019
4500304090	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	MAINTENANCE - MUTUALINK	S	B	7	F	N	1		53,187	53,187	53,187	0	1/1/2019	C		12/31/2019
4500304096	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEDISPLAY S340C CURVED MONITORS	H	B	7	F	N	1		115,500	115,500	115,500	0	12/11/2018	C		1/8/2019
4500304105	COVINGTON & BURLING LLP 1 FRONT ST SAN FRANCISCO, CA 94111 US	LEGAL SERVICES	L	2		N	N	1		31,250	6,250	0	25,000	8/1/2018	O	7/31/2021	
4500304121	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEBOOK LAPTOPS/MAINTENANCE/CASE	H	B	7	F	N	1		371,488	369,688	369,688	1,800	12/11/2018	C		5/8/2019
4500304159	BLUBAKER LIMITED 7 QUEENS GARDENS ABERDEEN, AB AB154YD GB	MAINTENANCE - DMC2 DATA MANAGEMENT CONSOLE	I	1	6	F	N	1		14,750	14,750	0	0	1/1/2019	C		12/31/2019
4500304198	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	FURNISH AND DELIVER OMICRON TEST EQUIPMENT	E	C	6	F	N	2		147,100	147,100	147,100	0	12/13/2018	C		7/10/2019
4500304233	TESSELLATE STUDIO DBA FOR TESSELLATE LLC 153 E 32ND ST APT 3M NEW YORK, NY 10016-0011 US	MOBILE EXHIBIT	E	M	8	N	04	1		188,200	188,200	188,200	0	12/21/2018	C		7/31/2019
4500304264	CANON SOLUTIONS AMERICA INC 125 PARK AVE FRNT 2 NEW YORK, NY 10017-5599 US	MAINTENANCE - OCE COLORWAVE 650 AND TCS SCANNER	I	B	6	N	N	1		15,688	15,688	15,688	0	9/1/2018	C		8/31/2019
4500304290	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	LICENSES - MAGNET AXION SOFTWARE	I	B	6	N	04	1		8,508	8,508	8,508	0	1/1/2019	C		12/31/2019
4500304296	CARASOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - SAP NS2	I	B	7	F	N	1		700,765	700,765	700,765	0	12/17/2018	C		12/16/2019
4500304305	HEWLETT PACKARD ENTERPRISE CO 12010 SUNSET HILLS RD FL 3 RESTON, VA 20190-5856 US	MAINTENANCE - HP	S	B	7	N	N	1		64,499	51,603	51,603	12,896	1/1/2019	C		12/31/2019

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4500304332	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE IMAC PRO COMPUTER AND WARRANTY	H	B	5	F	N	1		30,393	30,393	30,393	0	12/18/2018	C		12/17/2019
4500304389	LEIDOS ENGINEERING LLC 11951 FREEDOM DR RESTON, VA 20190-5640 US	OPGW DESIGN MARCY SOUTH	A	B		N	N	14		490,865	385,815	385,815	105,050	12/19/2018	O	2/28/2020	
4500304391	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 3940 GLENBROOK DR HAILEY, ID 83333-8446 US	OPGW DESIGN MMS AND MSU	A	B		N	N	14		1,144,510	168,405	168,405	976,105	12/19/2018	O	12/31/2021	
4500304393	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	OPGW DESIGN NATL	A	B		N	N	14		464,636	386,225	386,225	78,411	12/19/2018	O	12/31/2020	
4500304395	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	OPGW OWNERS ENGINEER	A	B		N	N	14		642,040	429,921	429,921	212,119	12/19/2018	O	12/31/2021	
4500304420	SUBSTATION ENGINEERING CO 300 MAIN ST STE 2 VESTAL, NY 13850-1545 US	OPGW DESIGN MOSES-WILLIS- PLATTSBURG (MWP)	A	B		N	N	14		196,410	146,943	146,943	49,467	12/19/2018	O	5/31/2020	
4500304421	WESPIRE INC 50 MILK ST FL 16 BOSTON, MA 02109-5002 US	WESPIRE HOSTED AGREEMENT	S	1	5	F	N	1		23,460	23,460	0	0	12/19/2018	C		12/18/2019
4500304422	SABRE INDUSTRIES INC 8653 E HIGHWAY 67 ALVARADO, TX 76009-4012 US	RM-AD MA1-MA2 STEEL POLE STRUCTURES AB CAGES	E	B		F	N	4		79,321,132	1,612,800	1,612,800	77,708,332	12/28/2018	O	12/27/2022	
4500304447	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	MAINTENANCE - ASPEN	I	1	6	F	N	1		19,146	19,146	19,146	0	11/1/2019	O	1/31/2020	
4500304498	COMMUNICATIONS TRAINING ANALYSIS CORPORATION 3120 FAIRVIEW PARK DR STE 600 FALLS CHURCH, VA 22042-4571 US	AMAZON WEB SERVICES	S	B	7	F	N	2		56,100	20,898	20,898	35,202	12/21/2018	C		12/20/2019
4500304500	RESOLVER INC 111 PETER ST STE 804 TORONTO, ON M5V 2H1 CA	SUBSCRIPTION RENEWAL	I	1	5	F	N	1		10,300	10,300	10,300	0	12/21/2018	C		12/20/2019
4500304516	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITE X2 TABLETS, CASES, MAINTENANCE	H	B	7	F	04	4		22,200	22,200	22,200	0	12/24/2018	C		1/14/2019
4500304517	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	CONTROL ROOM RENOVATION	C	C		N	N	2		907,987	659,261	659,261	248,726	1/7/2019	O	11/30/2020	
4500304537	RSI ROOFING INC 44 COUNTY RTE 9 - BOX 282B GOUVERNEUR, NY 13642-2565 US	ROOF REPLACEMENT	C	C		N	01	2		184,290	184,290	184,290	0	1/10/2019	C		12/10/2019
4500304564	PUBLIC UTILITIES MAINTENANCE INC 212-26 99TH AVE QUEENS VILLAGE, NY 11429 US	TRANSMISSION TOWER PAINTING	C	B		N	N	3		4,378,211	2,013,481	2,013,481	2,364,730	1/7/2019	O	12/31/2020	
4500304567	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SECURITY PATCH MANAGEMENT	S	1	8	F	N	1		183,600	183,600	183,600	0	12/27/2018	C		12/26/2019
4500304570	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	MARCY SPECTRUM POWER 3	S	1	8	F	N	1		508,172	477,264	477,264	30,908	12/27/2018	C		12/26/2019
4500304573	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	MAINTENANCE - SPECTRUM	S	1	8	F	N	1		396,167	396,167	396,167	0	12/27/2018	C		12/26/2019

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4500304593	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	MAINTENANCE - POWERRUNNER MANAGED SERVICES	S	1	8	N	N	1		65,000	65,000	65,000	0	12/1/2018	C		11/30/2019
4500304608	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	PROMOTIONAL MATERIAL	E	2	6	F	03	1		8,961	8,933	8,933	28	12/28/2018	C		2/21/2019
4500304609	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	PROMOTIONAL MATERIAL	E	2	6	F	03	1		20,027	20,027	20,027	0	12/28/2018	C		6/25/2019
4500304631	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE IMAC PRO COMPUTER AND WARRANTY	H	B	6	N	N	2		13,658	13,658	13,658	0	12/31/2018	C		12/27/2019
4500304635	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS-GREEN CLASSROOM INITIATIVE	P	2	8	N	N	1		51,000	51,000	51,000	0	12/19/2018	C		1/31/2019
4500304646	WATSON & RENNER 1901 PENNSYLVANIA AVE NW STE 1005 WASHINGTON, DC 20006 US	UNITED HEALTH SCIENCES GROUP MEMBERSHIP	L	2	5	N	N	1		21,964	0	0	21,964	1/1/2019	C		12/31/2019
4500304659	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	MAINTENANCE - VMWARE	S	B	7	N	N	1		12,463	12,463	12,463	0	12/30/2018	C		12/29/2019
4500304777	METHOD LIMITED 24 BLAIR ST LVL 1 TE ARO, WLG 6011 NZ	SUSTAINABLE WASTE COLLECTION BINS	E	2	8	F	N	1		153,362	153,362	153,362	0	1/4/2019	C		3/31/2019
4500304942	ROCK THE BIKE LLC 6323 SAN PABLO AVE OAKLAND, CA 94608-1231 US	FOUR CUSTOMIZED INTERACTIVE BIKES FOR THE NYS STATE FAIR	E	1	5	N	N	1		47,000	0	0	47,000	1/9/2019	C		12/31/2019
4500304948	NEW YORK UNIVERSITY 70 WASHINGTON SQUARE S NEW YORK, NY 10012 US	NYPA NYU ALLIANCE TO SUPPORT ADVANCED PILOTS OF NEW TECHNOLOGY AND BUSINESS MODELS	P	2	8	N	N	1		125,000	62,500	62,500	62,500	1/10/2019	O	1/9/2020	
4500304968	SAVISION INC 320 DECKER DR STE 100 IRVING, TX 75062-4129 US	SAVISION - 1 SILVER INTEGRATION	I	1	5	F	N	1		6,600	6,600	6,600	0	1/10/2019	O	1/9/2020	
4500304975	CAMBRIA SUITES WHITE PLAINS DT DBA FOR MAIN ST WP HOTEL ASSOC LLC 250 MAIN ST WHITE PLAINS, NY 10601-2445 US	CONFERENCE ROOM RENTAL	S	C	5	N	N	3		14,160	0	0	14,160	1/10/2019	C		3/14/2019
4500304991	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	VENTILATION ANALYSIS	R	2	8	N	N	1		121,000	0	0	121,000	3/5/2019	O	2/28/2020	
4500305005	PRESCRIPTIVE DATA LLC 415 MADISON AVE FL 3 NEW YORK, NY 10017-7927 US	INSTALL REMOTE BUILDING ENERGY MONITORING SYSTEM	E	2		N	N	1		117,256	0	0	117,256	1/11/2019	O	12/31/2021	
4500305056	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	E	B	7	F	04	3		108,399	108,399	108,399	0	1/11/2019	C		4/16/2019
4500305062	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	CONSULTING SERVICES	S	2	8	N	N	1		100,000	58,050	58,050	41,950	1/4/2019	O	1/31/2020	

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4500305074	ALLIANCE FOR SUSTAINABLE ENERGY LLC 15013 DENVER WEST PKWY GOLDEN, CO 80401-3111 US	TECHNICAL ADVISORY SERVICES	P	2	8	F	N	1		500,000	500,000	500,000	0	1/14/2019	O	1/13/2022	
4500305086	UNIVERSAL MULTILINK INC 18911 UNION TURNPIKE FLUSHING, NY 11366 US	MAINTENANCE - HP PLOTTER	S	2	6	N	04	1		19,373	19,373	19,373	0	1/1/2019	C		12/31/2019
4500305115	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MAINTENANCE - ETM	S	B	6	F	N	1		9,466	9,466	9,466	0	1/1/2018	C		12/31/2019
4500305116	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	4		110,318	110,318	110,318	0	1/14/2019	C		3/25/2019
4500305148	RENAISSANCE WESTCHESTER HOTEL DBA FOR SUNSTONE RED OAK LESSEE INC 80 W RED OAK LN WEST HARRISON, NY 10604-3602 US	CONFERENCE ROOM RENTAL	S	C	5	N	N	1		8,005	0	0	8,005	1/15/2019	C		2/1/2019
4500305160	F & W FORESTRY SERVICES INC 80 PARK ST STE 4 TUPPER LAKE, NY 12986-1633 US	TREE ASSESSMENT	S	C	9	N	N	1		128,853	51,183	51,183	77,670	1/22/2019	O	1/21/2020	
4500305163	ATLANTIC ECONOMICS DBA FOR MICHAEL D CADWALADER 10 TOWER OFFICE PARK STE 408 WOBURN, MA 01801-2161 US	ENERGY MARKET ECONOMIC ANALYSIS	P	2	5	F	N	1		40,000	7,995	7,995	32,005	1/16/2019	C		12/31/2019
4500305184	WESPIRE INC 50 MILK ST FL 16 BOSTON, MA 02109-5002 US	MAINTENANCE - WESPIRE	I	1	8	F	N	1		50,498	43,102	43,102	7,396	1/16/2019	O	1/15/2021	
4500305236	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS	H	1		N	04	1		252,998	252,998	252,998	0	1/17/2019	C		2/25/2019
4500305238	CDW GOVERNMENT INC 75 REMITTANCE DR - STE 1515 CHICAGO, IL 60675-1515 US	HP LAPTOPS	H	1		F	N	1		84,594	35,740	35,740	48,854	1/17/2019	O	1/16/2020	
4500305239	GHA TECHNOLOGIES INC 8998 E RAINTREE DR SCOTTSDALE, AZ 85260-7024 US	HP LAPTOPS	H	1		F	N	1		76,736	76,736	76,736	0	1/17/2019	O	1/16/2020	
4500305420	URJANET INC 1350 SPRINGS ST NW STE 300 ATLANTA, GA 30309-2867 US	URJANET CUSTOMER UTILITY DATA	I	B	8	F	N	7		113,600	104,137	104,137	9,463	1/1/2019	C		12/31/2019
4500305450	W B MASON CO INC 59 CENTRE ST - PO BOX 111 BROCKTON, MA 02303-0111 US	COPIER PAPER	S	1	6	N	N	1		15,147	3,260	3,260	11,887	1/24/2019	O	1/23/2020	
4500305455	DELOITTE CONSULTING LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	NERC CIP-013 COMPLIANCE FOR SUPPLY CHAIN	P	B		N	N	10		1,630,000	721,215	721,215	908,785	2/4/2019	O	6/30/2020	
4500305480	LIVEDATA UTILITY SOLUTIONS INC 810 MEMORIAL DR CAMBRIDGE, MA 02139-4642 US	MAINTENANCE - LIVEDATA	S	1	6	N	N	1		36,180	36,180	36,180	0	1/1/2019	C		12/31/2019
4500305530	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	MAINTENANCE - MATLAB	I	2	6	F	N	1		10,662	10,662	10,662	0	1/1/2019	C		12/31/2019
4500305657	MICHEL'S CORP- MICHEL'S POWER DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	SUPPORT SERVICES IN DEVELOPMENT OF SMART PATH PROJECT	P	B	8	F	N	5		99,814	99,814	99,814	0	1/30/2019	C		11/7/2019

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4500305689	ROTUNDO PLUMBING CORP 95 MARSH HILL RD PUTNAM VALLEY, NY 10579-3103 US	EMERGENCY REPAIR	S	2	1	N	N	1		8,769	8,769	8,769	0	1/15/2019	C		1/18/2019
4500305761	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	PROOFPOINT DIGITAL RISK MODULE	I	1		F	N	1		57,935	57,935	57,935	0	1/31/2019	O	1/30/2020	
4500305762	KHMA MOSES TO ADIRONDACK A JOINT VENTURE 9401 RENNER BLVD LENEXA, KS 66219-9707 US	SUPPORT SERVICES IN DEVELOPMENT OF SMART PATH PROJECT	P	B	8	F	N	5		92,775	92,775	92,775	0	1/30/2019	C		12/18/2019
4500305763	PAR ELECTRICAL CONTRACTORS INC 4770 N BELLEVIEW AVE STE 300 KANSAS CITY, MO 64116-2191 US	SUPPORT SERVICES IN DEVELOPMENT OF SMART PATH PROJECT	P	B	8	F	N	5		43,505	43,505	43,505	0	1/30/2019	C		11/7/2019
4500305804	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 99 OTIS ST #2 ROME, NY 13441-4713 US	WIRELESS BACKBONE PROGRAM PRELIMINARY DESIGN SUPPORT	P	B	7	N	N	1		238,732	150,221	150,221	88,511	2/6/2019	O	2/5/2020	
4500305846	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	HATCH REFURBISHMENT	C	B		N	N	2		2,568,000	2,253,955	2,253,955	314,045	2/4/2019	C		12/31/2019
4500305893	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	LICENSES - ADOBE	I	B	7	F	N	1		73,114	73,114	73,114	0	2/22/2019	O	2/21/2020	
4500306023	BLOOMBERG LP 499 PARK AVE NEW YORK, NY 10022-1240 US	BLOOMBERG ANYWHERE SUBSCRIPTION	S	1	5	N	N	1		25,000	14,584	14,584	10,416	12/6/2018	C		12/5/2019
4500306024	COMPLINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - UPTRENDS SOFTWARE	S	B	6	N	04	3		6,795	6,795	6,795	0	1/26/2019	O	1/25/2020	
4500306061	ACCENT COMMERCIAL FURNITURE 3 INTERSTATE AVE STE 2 ALBANY, NY 12205-5312 US	OFFICE FURNITURE	E	B	7	N	N	1		145,614	144,281	144,281	1,333	2/8/2019	C		10/1/2019
4500306070	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - CITRIX	S	B	7	N	N	4		25,355	25,355	25,355	0	2/20/2019	O	2/19/2020	
4500306087	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - DUO	I	B		F	N	5		275,400	275,400	275,400	0	1/15/2019	O	1/14/2020	
4500306270	TOFFLER ASSOCIATES INC STE 410 4301 WILSON BLVD ARLINGTON, VA 22203-4419 US	CONSULTING SERVICES	P	2	8	F	N	1		919,419	763,227	763,227	156,192	2/15/2019	O	2/14/2020	
4500306294	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		99,473	99,473	99,473	0	2/19/2019	C		10/1/2019
4500306308	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	NYC TRANSIT FACILITY LIGHTING UPGRADE	C	B		N	04	4		192,650	184,056	184,056	8,594	2/19/2019	O	2/17/2020	
4500306350	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	GENERATOR CIRCUIT BREAKER	E	B		F	N	3		2,238,542	1,571,450	1,571,450	667,092	2/20/2019	O	2/28/2020	

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4500306375	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT AND VMWARE SOFTWARE	E	B	7	F	04	3		231,000	231,000	231,000	0	2/20/2019	C		3/15/2019
4500306381	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	FLOATING BOAT BARRIERS	E	B		N	01	4		1,277,000	1,098,000	1,098,000	179,000	2/20/2019	O	6/30/2020	
4500306464	IGNITE LEADERSHIP LLC PO BOX 230006 NEW YORK, NY 10023 US	TRAINING	S	2	5	N	N	1		27,500	26,337	26,337	1,163	2/22/2019	C		3/31/2019
4500306488	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	DECK REHABILITATION	C	B		N	N	2		4,211,015	2,782,239	2,782,239	1,428,776	2/25/2019	O	12/31/2020	
4500306563	BASON TRADING LLC ALADON 908 RABBIT RUN WILMINGTON, NC 28409-2206 US	ALADON SOFTWARE AND IMPLEMENTATION SERVICES	I	1		F	N	1		375,000	375,000	375,000	0	2/27/2019	O	2/26/2020	
4500306681	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	SOFTWARE MAINTENANCE AND SUPPORT	I	1	5	N	N	1		21,325	21,325	21,325	0	1/1/2019	C		12/31/2019
4500306784	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	NGTP BLADES	E	B	6	N	N	1		13,502	13,502	13,502	0	3/5/2019	O	3/4/2020	
4500306785	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	DELL 24" MONITORS	H	B	7	F	N	4		12,713	12,713	12,713	0	3/5/2019	C		3/14/2019
4500306810	TRANE U S INC TRANE 4518 COURT SQ LONG ISLAND CITY, NY 11101-2955 US	TRANE SERVICE AGREEMENT AND CHILLER EQUIPMENT OVERHAULS	S	B	7	N	N	1		128,420	12,399	12,399	116,021	3/6/2019	O	3/5/2020	
4500306922	RADIANT RESOURCES 1913 ATLANTIC AVE STE 119 MANASQUAN, NJ 08736-1070 US	SPLUNK PHANTOM SOFTWARE INCLUDING IMPLEMENTAION	I	B	7	F	03	2		242,700	242,700	242,700	0	3/1/2019	O	2/28/2020	
4500306936	REIGN MAKER VISUAL COMMUNICATIONS REIGN MAKER 334 OGDEN AVE APT 6 JERSEY CITY, NJ 07307-1145 US	CONSULTING SERVICES	P	M	5	N	03	1		25,000	25,000	25,000	0	3/11/2019	O	3/10/2020	
4500306938	KATTEN MUCHIN ROSEMAN LLP 575 MADISON AVE NEW YORK, NY 10022-8508 US	LEGAL SERVICES	L	2		N	N	1		375,000	235,520	235,520	139,480	1/14/2019	O	1/13/2021	
4500306973	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - ENTERPRISE OPERATIONS MGR	S	B	7	N	N	3		27,124	27,124	27,124	0	5/1/2019	O	4/30/2020	
4500307056	SIRC SOFTWARE INFORMATION RESOURCE CORP 730 24TH ST NW STE 3 WASHINGTON, DC 20037-2500 US	MAINTENANCE - TABLEAU SERVER	S	B	7	F	N	2		64,771	64,771	64,771	0	3/16/2019	O	3/15/2020	
4500307133	CAMBRIA SUITES WHITE PLAINS DT DBA FOR MAIN ST WP HOTEL ASSOC LLC 250 MAIN ST WHITE PLAINS, NY 10601-2445 US	TRAINING	S	1	6	N	N	1		7,670	0	0	7,670	4/10/2019	C		7/10/2019

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4500307147	LOPEZ & ASSOCIATES INC 1010 NORTHERN BLVD - STE 208 GREAT NECK, NY 11021-5320 US	TRAINING	P	1			N	N	1	310,000	29,743	29,743	280,257	8/21/2018	O	8/20/2023	
4500307157	RED HAWK FIRE & SECURITY (NY) LLC 6 SKYLINE DR STE 110 HAWTHORNE, NY 10532-8103 US	FIRE ALARM SYSTEM INSPECTION	S	B	7		N	N	1	42,480	29,668	29,668	12,812	3/15/2019	O	3/14/2020	
4500307184	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	SOFTWARE SUPPORT	I	B	5		N	N	3	5,383	5,383	5,383	0	3/28/2019	O	3/27/2020	
4500307214	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	TEMPERATURE SENSORS	I	B	6		N	04	3	9,220	9,220	9,220	0	3/18/2019	O	3/17/2020	
4500307226	MONTEIRO ENDEAVORS LLC DBA FOR DANIEL MONTEIRO 37 N ORANGE AVE STE 500 ORLANDO, FL 32801-2459 US	LICENSE - AMORTEXT USER SOFTWARE	I	B	6		F	N	2	9,878	9,878	9,878	0	3/18/2019	O	3/17/2020	
4500307259	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	GE MULTI AREA PRODUCTION SIMULATION (MAPS)	I	1	8		N	N	1	122,840	122,840	122,840	0	1/21/2019	O	1/20/2020	
4500307356	TILLOTSON DESIGN ASSOCIATES INC 40 WORTH ST STE 703 NEW YORK, NY 10013 US	LIGHTING UPGRADE AT LINCOLN CENTER	A	M	8		N	03	1	156,000	51,725	51,725	104,275	3/20/2019	O	3/19/2020	
4500307367	TWINSTATE TECHNOLOGIES DBA FOR TWINSTATE/VOICE DATA VID IN 291 RAND HILL RD MORRISONVILLE, NY 12962-3216 US	MAINTENANCE - SOPHOS	S	B	7		N	03	3	85,625	85,625	85,625	0	3/31/2019	O	3/30/2020	
4500307448	MULTI INDUSTRIAL SERVICES (MIS) LLC 634 LAKE RD WEBSTER, NY 14580-1520 US	RADIOLOGICAL FIELD SURVEY	A	B			N	N	1	5,000	5,000	5,000	0	1/29/2019	C		6/30/2019
4500307566	CHRISTIE DIGITAL SYSTEMS USA INC 10550 CAMDEN DR CYPRESS, CA 90630-4600 US	NEW YORK ENERGY ZONE THEATER AND FILM PACKAGE	C	B			F	N	2	2,073,746	745,997	745,997	1,327,749	3/28/2019	O	3/23/2020	
4500307572	M J BRADLEY & ASSOCIATES LLC 47 JUNCTION SQUARE DR CONCORD, MA 01742 US	MEMBERSHIP	A	2	9		N	N	1	60,000	60,000	60,000	0	1/10/2019	C		12/31/2019
4500307590	IIA QUALITY SERVICES LLC DBA FOR INST OF INTERNAL AUDITORS I 1035 GREENWOOD BLVD STE 401 LAKE MARY, FL 32746-5412 US	AUDIT REVIEW SERVICES	P	1	5		N	N	1	16,800	15,752	15,752	1,048	4/1/2019	C		12/31/2019
4500307621	ARTICULATE GLOBAL INC 244 5TH AVE STE 2960 NEW YORK, NY 10001 US	MAINTENANCE - ARTICULATE 360	S	1	6		N	N	1	8,638	8,638	8,638	0	4/3/2019	O	4/2/2020	
4500307716	DATASPLICE LLC 414 E OAK ST FORT COLLINS, CO 80524-2950 US	LICENSE, MAINTENANCE, TRAINING - DATASPLICE	I	B	7		F	N	1	429,347	259,780	259,780	169,567	3/29/2019	O	3/28/2020	
4500307719	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT PROCESS DIRECTOR	S	1	6		N	N	1	19,698	19,698	19,698	0	5/1/2019	O	4/30/2020	
4500307720	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT CUSTOMIZATION	S	1	6		N	N	1	17,983	17,983	17,983	0	5/1/2019	O	4/30/2020	
4500307766	FLOW SCIENCE INC 683 HARKLE RD - STE A SANTA FE, NM 87505-4750 US	MAINTENANCE - SOFTWARE	I	1	5		F	N	1	21,160	21,160	21,160	0	5/15/2019	O	5/14/2020	

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4500307933	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	SECURITY ID BADGES	S	1	9	F	N	1	26,400	26,400	26,400	0	4/5/2019	C		12/31/2019
4500307965	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ELECTRICAL RELIABILITY STUDY	A	B		N	N	8	726,381	532,481	532,481	193,900	4/8/2019	O	7/31/2020	
4500308008	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - STREAMSERVE	S	1	6	N	N	1	32,067	32,067	32,067	0	5/1/2019	O	4/30/2020	
4500308031	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	DIRECTOR'S DESK ANNUAL SUBSCRIPTION	S	1	6	N	N	1	23,819	23,819	23,819	0	1/31/2019	O	1/30/2020	
4500308061	CURRENT ELECTRICAL SYSTEMS INC 4011 AMSTERDAM RD GLENVILLE, NY 12302-6411 US	MATERIAL AND LABOR TO INSTALL DATA LINES	C	2	8	N	N	1	22,800	22,800	22,800	0	4/9/2019	C		9/21/2019
4500308137	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS	H	B	7	F	04	1	29,226	29,226	29,226	0	4/11/2019	C		4/17/2019
4500308153	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	COPIER	S	1	6	N	N	1	6,782	6,782	6,782	0	4/11/2019	C		4/18/2019
4500308165	LIGHTING DESIGN INNOVATIONS INC 2804 WEST MAIN STREET RD BATAVIA, NY 14020-9106 US	LIGHTING DESIGN SERVICES	A	2	5	N	03	1	28,125	28,125	28,125	0	4/15/2019	C		6/21/2019
4500308174	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	LICENSE - CATALYST	I	B	6	F	N	4	5,670	5,670	5,670	0	4/12/2019	O	4/11/2020	
4500308198	ONSOLVE INTERMEDIATE HOLDING CO ONSOLVE LLC 780 W GRANADA BLVD ORMOND BEACH, FL 32174 US	MAINTENANCE - SMART NOTICE	S	1	6	N	N	1	16,000	16,000	16,000	0	3/22/2019	O	3/21/2020	
4500308199	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	MAINTENANCE - SIEMENS PSS MUST	S	1	6	N	N	1	25,350	25,350	25,350	0	5/18/2019	O	5/17/2020	
4500308200	MTS INTEGRA TRAK INC 5041 DALLAS HIGHWAY STE 300 POWDER SPRINGS, GA 30127 US	MAINTENANCE - TELECOMM SYSTEM SERVICES	S	B	7	N	N	1	14,615	14,615	14,615	0	5/1/2019	O	4/30/2020	
4500308277	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HP 34" CURVED MONITORS	H	B	7	F	04	8	146,000	146,000	146,000	0	4/16/2019	C		5/15/2019
4500308317	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS	H	B	7	F	04	1	136,389	136,389	136,389	0	4/16/2019	C		4/24/2019
4500308366	EC AMERICA INC 8444 WESTPARK DR STE 200 MCLEAN, VA 22102-5112 US	LICENSE - BLUE PRISM	I	B	7	F	N	1	19,910	19,910	19,910	0	4/22/2019	O	4/29/2020	
4500308432	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	POWER AMPLIFIER EQUIPMENT FOR AGILE	E	2	1	N	N	1	107,620	107,620	107,620	0	4/23/2019	C		11/7/2019
4500308444	E K WARD & ASSOCIATES PO BOX 630 WILLIAMSVILLE, NY 14231-0630 US	TRAINING SERVICES	P	M		N	N	1	163,309	73,661	73,661	89,648	5/3/2019	O	5/2/2020	

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4500308445	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	TURRET PROJECT	H	B	7	N	04	5		61,226	61,226	61,226	0	4/21/2019	C		8/9/2019
4500308521	CARASOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	SOFTWARE SUBSCRIPTION SERVICES	I	B	7	F	N	1		19,756	19,756	19,756	0	3/30/2019	O	3/31/2020	
4500308551	WATSON ELECTRIC INC 431 DOUGLAS RD NORWOOD, NY 13668-3125 US	LED LIGHTING	C	2	9	N	N	1		199,136	138,047	138,047	61,089	4/25/2019	O	7/31/2020	
4500308559	ELECTRIC CAR INSIDER DBA FOR CHRISTOPHER ALAN 9740 CAMPO RD SPRING VALLEY, CA 91977-1415 US	ELECTRIC CAR DEMONSTRATIONS	P	2		F	N	1		269,650	260,150	260,150	9,500	5/1/2019	O	4/30/2020	
4500308641	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	CAP AND TSA RENEWAL	I	1	8	F	N	1		133,462	133,462	133,462	0	4/26/2019	O	4/25/2020	
4500308751	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FERC PART 12 SAFETY INSPECTION	A	B		N	N	4		497,565	52,309	52,309	445,256	4/30/2019	O	12/31/2024	
4500308766	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - F5 BIG-IP	S	B	7	N	N	1		71,048	71,048	71,048	0	4/24/2019	O	4/23/2020	
4500308815	RMG ENTERPRISE SOLUTIONS INC 15301 DALLAS PKWY - STE 500 ADDISON, TX 75001-6707 US	MAINTENANCE - SYMON SOFTWARE	S	1	6	N	N	1		16,558	16,558	16,558	0	1/1/2019	C		12/31/2019
4500308842	DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY 317 WASHINGTON ST WATERTOWN, NY 13601 US	CO-LOCATION	T	B		N	N	1		4,995,956	288,713	288,713	4,707,243	11/1/2018	O	10/31/2038	
4500308853	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	LICENSE - COFENSE	I	B	6	F	N	3		21,213	21,213	21,213	0	5/15/2019	O	5/14/2020	
4500308899	EPS ENGINEERING & DESIGN PC 15 MILLPARK CT MARYLAND HEIGHTS, MO 63043-3536 US	NERC CIP PENETRATION TESTING	P	B	6	N	N	2	*	27,350	28,023	28,023	0	5/20/2019	C		6/30/2019
4500308939	SMARTUSE SOLUTIONS INC 45 PLACE CHARLES-LE MOYNE #105 LONGUEUIL, PQ J4K 5G5 CA	SMARTUSE ANNUAL SUBSCRIPTION	I	2	8	F	N	1		158,463	99,750	99,750	58,713	1/1/2019	O	3/31/2020	
4500309092	CARASOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	AVEPOINT DOCAVE FOR SHAREPOINT AND OFFICE 365	I	B	7	F	N	1		34,664	34,664	34,664	0	5/12/2019	O	5/11/2020	
4500309115	JMT OF NEW YORK INC 307 SOUTH TOWNSEND ST SYRACUSE, NY 13202-2138 US	BRIDGE INSPECTION	A	B		N	N	2		127,798	0	0	127,798	5/1/2019	O	4/30/2020	
4500309125	STATISTA INC 55 BROAD ST FL 30 NEW YORK, NY 10004-2590 US	FORBES LOGO PACKAGE	S	1	5	N	N	1		19,375	19,375	19,375	0	5/10/2019	C		7/9/2019
4500309134	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE MACINTOSH SERVICES	S	1	6	N	N	1		35,712	35,712	35,712	0	5/2/2019	C		9/1/2019

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4500309164	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	LIGHTING UPGRADE AT NYPD ONE POLICE PLAZA	C	B		N	04	5		185,301	0	0	185,301	5/13/2019	C		11/30/2019
4500309179	W B MASON CO INC 59 CENTRE ST - PO BOX 111 BROCKTON, MA 02303-0111 US	COPIER PAPER	E	B	7	N	N	1		32,276	13,483	13,483	18,793	5/13/2019	O	5/12/2020	
4500309192	GLOBALSTAR INC GLOBALSTAR USA LLC 461 S MILPITAS BLVD MILPITAS, CA 95035-5485 US	GLOBALSTAR PHONE SERVICES	S	1	8	F	N	1		90,187	85,956	85,956	4,231	4/16/2019	O	4/15/2020	
4500309242	APOGEE EXHIBITS DBA FOR THE TAYLOR GROUP LTD PO BOX 548 MACEDON, NY 14502-0548 US	NYPA BOOTH AT INTERNATIONAL CAR SHOW AT JACOB JAVITS CENTER	E	1	6	N	N	1		49,895	0	0	49,895	5/15/2019	C		7/11/2019
4500309259	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	DCAS BUSHWICK HEALTH CENTER LIGHTING	C	B		N	04	5		83,620	0	0	83,620	5/16/2019	O	5/15/2020	
4500309264	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	LIGHTING UPGRADE AT JAMAICA HEALTH CENTER	C	B		N	04	5		98,555	75,300	75,300	23,255	5/17/2019	O	5/16/2020	
4500309298	FLIK INTERNATIONAL CORP IBM LEARNING CENTER 20 OLD POST RD ARMONK, NY 10504-1314 US	OFFSITE MEETING	S	C	6	N	N	4		26,780	0	0	26,780	5/16/2019	C		12/31/2019
4500309372	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	DESIGN, MANUFACTURE AND DELIVER ONE-PIECE CIRCUIT CONNECTOR	E	2	8	F	N	1		372,047	0	0	372,047	10/4/2019	C		12/31/2019
4500309434	THE FRIENDS OF THE ROBERT MOSES STATE PARK NATURE CENTER INC PO BOX 408 MASSENA, NY 13662-0408 US	NICANDRI NATURE CENTER O AND M	S	2	3	N	N	1		500,000	298,000	298,000	202,000	5/21/2019	O	3/31/2020	
4500309449	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 3999 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2305 US	MOSAIC WORKFORCE ANALYTICS IMPLEMENTATION	P	1	8	F	N	1		108,480	14,575	14,575	93,905	5/27/2019	O	5/25/2020	
4500309480	UTILITY PROGRAMS & METERING II INC DBA UTILIVISOR 135 W 36TH ST - 7TH FL NEW YORK, NY 10018-6999 US	SOFTWARE FOR CONTINUOUS ENERGY OVERSIGHT OF THE CHILLER AND BOILER PLANT	E	M		N	N	1		86,740	26,260	26,260	60,480	5/28/2019	O	12/31/2022	
4500309505	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		13,527	13,527	13,527	0	5/22/2019	C		10/1/2019
4500309506	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		5,180	0	0	5,180	5/22/2019	C		10/1/2019
4500309508	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		8,188	0	0	8,188	5/22/2019	C		10/1/2019
4500309511	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		8,009	7,280	7,280	729	5/22/2019	C		10/1/2019
4500309568	CROWN CASTLE INTERNATIONAL CORP CROWN CASTLE FIBER LLC 80 CENTRAL ST STE 200 BOXBOROUGH, MA 01719-1245 US	COMMUNICATIONS BACKBONE PROGRAM	T	B		F	N	1		2,161,000	0	0	2,161,000	5/30/2019	O	5/29/2039	

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4500309572	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 99 OTIS ST #2 ROME, NY 13441-4713 US	PDV WIRELESS EXECUTIVE REPORT AND AD-HOC ENGINEERING SCOPE	A	B	7	N	N	1		39,822	5,205	5,205	34,617	5/1/2019	O	5/31/2020	
4500309586	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	LICENSE - TARA SOFTWARE	I	1	6	N	N	1		43,000	43,000	43,000	0	6/1/2019	O	5/31/2020	
4500309597	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	GE RELAYS FOR AGILE LAB	E	2	5	F	N	1		34,110	34,110	34,110	0	5/28/2019	C		6/10/2019
4500309639	OLA CONSULTING ENGINEERS PC 50 BROADWAY HAWTHORNE, NY 10532 US	DATA CENTER STANDBY COOLING SYSTEM	A	2	5	N	N	1		36,000	27,500	27,500	8,500	5/17/2019	O	3/31/2020	
4500309692	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	MAINTENANCE - MATLAB	I	1	5	F	N	1		17,028	17,028	17,028	0	7/1/2019	O	6/30/2020	
4500309694	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	FLASHBOARD REMOVAL AND INSTALLATION SERVICES	C	B			N	01	2	1,380,350	131,000	131,000	1,249,350	5/30/2019	O	3/30/2023	
4500309736	MULTI MEDIA PROMOS LLC 33 SOUTHWICK CT. S PLAINVIEW, NY 11803-4040 US	PROMOTIONAL MATERIALS	E	1	6	N	N	1		7,099	7,098	7,098	1	5/31/2019	C		12/31/2019
4500309757	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	MAINTENANCE - ZOOM	S	B	6	N	03	2		11,580	11,580	11,580	0	6/2/2019	O	6/1/2020	
4500309774	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	HIGH DEFINITION SKY IMAGERS	E	B	7	F	N	1		7,529	7,529	7,529	0	6/3/2019	C		12/31/2019
4500309813	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP CURVED MONITORS	H	B	6	F	04	4		50,749	50,749	50,749	0	6/3/2019	C		7/10/2019
4500309814	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP WORKSTATIONS AND MONITORS	H	B	7	F	04	4		31,611	31,611	31,611	0	6/3/2019	C		7/11/2019
4500309815	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	4		108,789	108,789	108,789	0	6/3/2019	C		7/10/2019
4500309816	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	F5 SOFTWARE AND MAINTENANCE	I	B	7	F	N	2		39,360	39,360	39,360	0	6/3/2019	C		6/6/2019
4500309835	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - ACRONIS	S	B	6	N	04	2		8,730	8,730	8,730	0	5/31/2019	O	5/30/2020	
4500309838	CON TECH BUILDING SYSTEMS INC 4524 STATE HIGHWAY 58 GOUVERNEUR, NY 13642-4309 US	DEMOLITION OF OLD MAINTENANCE BUILDING. CONSTRUCTION OF NEW ADMINISTRATION AND MAINTENANCE BUILDINGS AND FUEL STATION	C	B			N	N	2	7,635,592	1,443,762	1,443,762	6,191,830	6/4/2019	O	8/31/2020	

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4500309877	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	LICENSE RENEWAL - ADOBE CREATIVE CLOUD	S	B	7	F	N	1		26,318	26,318	26,318	0	6/5/2019	O	6/4/2020	
4500309891	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		16,962	0	0	16,962	6/5/2019	C		10/1/2019
4500309902	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	MOBILE MARKERBOARDS	E	B	7	N	04	1		23,573	23,573	23,573	0	6/5/2019	C		10/1/2019
4500309906	SUBMERSIVE MEDIA LLC 37 EAST 28TH ST STE 302 NEW YORK, NY 10016-7935 US	DIGITAL MARKETING SERVICES	P	B		N	N	7		500,000	68,186	68,186	431,814	6/28/2019	O	6/27/2024	
4500309911	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - NETSCOUT	S	B	6	N	04	3		15,609	15,609	15,609	0	6/1/2019	O	5/31/2020	
4500309913	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	4		8,668	8,668	8,668	0	6/5/2019	C		7/16/2019
4500309924	OPEN ACCESS TECHNOLOGY INTERNATIONAL INC 3660 TECHNOLOGY DR MINNEAPOLIS, MN 55418-1015 US	TAGGING SERVICES	S	1	5	F	N	1		5,192	5,192	5,192	0	6/11/2019	C		7/9/2019
4500309975	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	EEL LADDER REPAIR SERVICE	C	2	8	N	N	1		280,095	202,273	202,273	77,822	6/7/2019	C		10/30/2019
4500310020	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		24,297	0	0	24,297	6/10/2019	O	1/6/2020	
4500310042	ACLARA TECHNOLOGIES LLC DBA FOR METER READINGS HOLDING LLC 77 WEST PORT PLZ DR STE 500 ST LOUIS, MO 63146-3126 US	MAINTENANCE - ACLARA	S	1	8	F	N	1		72,613	72,613	72,613	0	4/1/2019	O	3/31/2020	
4500310123	SCALABLE NETWORK TECHNOLOGIES INC 6059 BRISTOL PKWY STE 200 CULVER CITY, CA 90230-6624 US	MAINTENANCE - EXATA COMMUNICATIONS EMULATOR	S	1	6	F	N	1		23,800	23,800	23,800	0	7/10/2019	O	7/9/2020	
4500310136	MERLINONE INC 17 WHITNEY RD QUINCY, MA 02169-4309 US	MAINTENANCE - MERLINONE	S	1	5	F	N	1		31,800	31,800	31,800	0	1/1/2019	O	12/31/2020	
4500310200	KLEINFELDER INC KLEINFELDER 300 WESTAGE BUSINESS CTR STE 407 FISHKILL, NY 12524-2260 US	ENVIRONMENTAL SERVICES	P	B		N	N	35		6,700	6,700	6,700	0	6/4/2014	C		7/31/2019
4500310201	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	LICENSE - SITECORE CONTENT MANAGEMENT	I	2		F	N	1		99,633	99,633	99,633	0	6/13/2019	O	6/12/2020	
4500310252	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MAINTENANCE - MICROSOFT	S	B	7	N	N	1		153,265	153,265	153,265	0	6/28/2019	O	6/27/2020	
4500310284	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	2	8	N	04	1		446,233	446,233	446,233	0	6/17/2019	C		9/13/2019
4500310298	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	MAINTENANCE - INFOBLOX	S	M	6	N	04	1		19,066	19,066	19,066	0	7/1/2019	O	6/30/2020	

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4500310344	SIGA OT SOLUTIONS INC 1013 CENTRE RD STE 403B WILMINGTON, DE 19805-1270 US	CYBER SECURITY MONITORING	E	1	8	F	N	1		79,733	79,733	79,733	0	6/24/2019	O	6/23/2020	
4500310386	RENSSELAER POLYTECHNIC INSTITUTE LIGHTING RESEARCH CENTER TROY, NY 12180-3590 US	MODEL TRANSLATIONS FOR SMART GRID APPLICATIONS STUDY	P	1	8	N	N	1		300,000	2,000	2,000	298,000	6/24/2019	O	6/23/2021	
4500310387	RENSSELAER POLYTECHNIC INSTITUTE LIGHTING RESEARCH CENTER TROY, NY 12180-3590 US	DEEP LEARNING COMPUTING SYSTEM FOR RESILIENT GRID OPERATION	P	1	8	N	N	1		350,000	0	0	350,000	6/24/2019	O	12/23/2020	
4500310442	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - OPENTEXT CONTENT SERVER	S	B	7	N	N	1		124,982	124,982	124,982	0	7/1/2019	O	6/30/2020	
4500310444	PEOPLEFLUENT DBA FOR AQUIRE SOLUTIONS INC 400 LAS COLINAS BLVD E - STE 500 IRVING, TX 75039-5617 US	MAINTENANCE - ORGPUBLISHER	S	1	6	N	N	1		7,284	7,284	7,284	0	11/1/2018	C		10/31/2019
4500310490	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	MAINTENANCE - PROOFPOINT SOFTWARE	S	B	7	F	N	1		106,094	106,094	106,094	0	6/24/2019	O	6/23/2020	
4500310495	CYIOT LTD 3 HANECHOSHET ST TEL AVIV, 01 6971068 IL	CYBER SECURITY	S	1	5	F	N	1		57,600	57,600	57,600	0	6/26/2019	O	6/25/2020	
4500310512	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	DRAINAGE IMPROVEMENT PROJECT	C	B		N	N	3		535,886	0	0	535,886	7/17/2019	C		12/31/2019
4500310517	ROBERT HALF INTERNATIONAL INC 2613 CAMINO RAMON SAN RAMON, CA 94583-4289 US	RECRUITING FEE	P	2	6	N	N	1		40,000	40,000	40,000	0	4/29/2019	C		10/28/2019
4500310558	FEDTEK INC 12700 BLACK FOREST LN STE 202 WOODBIDGE, VA 22192-5306 US	WEBTRENDS ANALYTICS ON DEMAND SITE ENTERPRISE	S	B	7	F	N	2		11,033	11,033	11,033	0	6/27/2019	O	6/26/2020	
4500310593	RADIANT RESOURCES 1913 ATLANTIC AVE STE 119 MANASQUAN, NJ 08736-1070 US	SPLUNK BEHAVIOR ANALYTICS FOR DATA OM AND IMPLEMENTATION	S	B	7	F	03	3		97,350	97,350	97,350	0	7/1/2019	O	6/30/2020	
4500310685	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		13,289	13,210	13,210	79	6/27/2019	C		10/1/2019
4500310752	GP STRATEGIES CORP 11000 BROKEN LAND PKWY STE 200 COLUMBIA, MD 21044-3555 US	MAINTENANCE - ETAPRO	S	1	5	F	N	1		28,000	28,000	28,000	0	1/1/2019	C		12/31/2019
4500310760	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	MAINTENANCE - TABLEAU	I	B	7	F	N	1		81,456	81,456	81,456	0	6/29/2019	O	6/28/2020	
4500310772	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	MAINTENANCE - CHECK POINT	S	B	7	N	N	2		391,355	391,355	391,355	0	6/29/2019	O	6/28/2020	
4500310791	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	FUSION INTEGRATED FLIGHT DESK	E	B	7	F	N	1		12,300	12,300	12,300	0	7/1/2019	O	6/30/2020	
4500310858	APPLIED SYSTEMS ENGINEERING INC 1671 DELL AVE CAMPBELL, CA 95008 US	TESTING OF SOFTWARE - IEC 61850 CLIENT TEST SET	E	1	6	N	N	1		10,282	10,282	10,282	0	7/2/2019	C		12/31/2019
4500310867	GEI CONSULTANTS INC PC 400 UNICORN PARK DR WOBURN, MA 01801 US	OWNERS DAM SAFETY PROGRAM (ODSP)	A	B		N	N	7		26,179	21,143	21,143	5,036	7/1/2019	O	6/30/2020	

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4500310896	IDEAL SYSTEM SOLUTIONS INC 5600 ROWLAND RD STE 220 MINNETONKA, MN 55343-4419 US	EQUIPMENT FOR BROOKHAVEN NATIONAL LABS	E	B	7	F	N	1		7,080	7,080	7,080	0	7/16/2019	O	7/15/2020	
4500310922	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - RED HAT SOFTWARE	S	B	7	F	N	1		19,151	19,151	19,151	0	7/27/2019	O	7/26/2020	
4500310928	LEXISNEXIS RISK SOLUTIONS 1000 ALDERMAN DR ALPHARETTA, GA 30005-4101 US	ACCURINT SUBSCRIPTION	S	B	7	N	N	1		40,000	22,013	22,013	17,987	4/1/2019	O	3/31/2020	
4500310950	BOARD OF REGENTS OF THE UOW UNIVERSITY OF WISCONSIN- MADISON 21 N PARK ST STE 6401 MADISON, WI 53715-1218 US	INVESTIGATE THE POSSIBILITY OF DEPLOYING LOW FREQUENCY ALTERNATE CURRENT TRANSMISSION LINES	P	2	8	F	N	1		100,000	0	0	100,000	7/9/2019	O	2/8/2021	
4500310979	KYRIBA CORP 9620 TOWNE CENTRE DR STE 250 SAN DIEGO, CA 92121-9604 US	LICENSE AND IMPLEMENTATION - TREASURY WORKSTATION SOFTWARE	I	B		F	N	3		1,646,849	264,517	264,517	1,382,332	6/28/2019	O	6/27/2024	
4500311013	TECHNICAL BUILDING SERVICES INC 12 E COMMERCE DR BALLSTON SPA, NY 12020 US	ENERGY MANAGEMENT SYSTEM	E	B	7	N	N	1		100,000	33,602	33,602	66,398	7/1/2019	O	6/30/2020	
4500311119	OAK RIDGE HAULING LLC 307 WHITE ST DANBURY, CT 06810-6934 US	RUBBISH REMOVAL	S	B	7	N	N	1		85,000	6,159	6,159	78,841	7/15/2019	O	7/14/2020	
4500311161	CORE FACILITY SERVICES LLC 150 E 42ND ST - RM 701 NEW YORK, NY 10017-5688 US	CONSTRUCTION ENGINEERING SERVICE	C	B	7	N	N	1		31,605	27,440	27,440	4,165	7/12/2019	C		12/31/2019
4500311166	LOGMEIN USA INC 320 SUMMER ST BOSTON, MA 02210-1701 US	MAINTENANCE - DESKTOP	S	1	5	F	N	1		6,576	6,576	6,576	0	5/22/2019	O	5/21/2020	
4500311178	SITCORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	MAINTENANCE	S	2	5	F	N	1		42,627	42,627	42,627	0	6/28/2019	O	6/27/2020	
4500311188	J&M CORPORATE PAINTER INC 3652 LEE RD #733 JEFFERSON VALLEY, NY 10535-7541 US	PAINTING	S	M	8	N	03	1		200,000	20,466	20,466	179,534	6/15/2019	O	6/14/2020	
4500311189	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC SUITE 1215 998 OLD EAGLE SCHOOL ROA WAYNE, PA 19087 US	MAINTENANCE	S	B	7	F	N	1		37,920	37,920	37,920	0	4/1/2019	O	3/31/2020	
4500311215	COMPLINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - MONGODB	S	B	6	N	04	3		15,191	15,191	15,191	0	6/24/2019	O	6/23/2020	
4500311226	VILLAGE OF SPENCERPORT 27 WEST AVE SPENCERPORT, NY 14559 US	HYBRID BUCKET TRUCK ELECTRIC DRIVE VEHICLE	E	1	9	N	N	1		80,000	80,000	80,000	0	7/15/2019	C		12/5/2019
4500311256	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASE PITNEY BOWES MACHINES	E	2	8	N	N	1		73,052	6,807	6,807	66,245	9/1/2019	O	8/31/2024	
4500311282	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASE PITNEY BOWES MACHINES	E	2	8	N	N	1		63,095	0	0	63,095	9/1/2019	O	8/31/2024	
4500311284	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM	S	B	7	F	N	2		35,225	35,225	35,225	0	9/1/2019	O	6/30/2020	

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4500311347	ROCK THE BIKE LLC 6323 SAN PABLO AVE OAKLAND, CA 94608-1231 US	SIX ELECTRIC BIKES FOR THE STATE FAIR	E	1	6	N	N	1	45,529	45,529	45,529	0	7/18/2019	C		12/31/2019
4500311364	RS MEANS CO LLC 1099 HINGHAM ST STE 201 ROCKLAND, MA 02370-3319 US	SUBSCRIPTION DATA BASE SERVICES	S	1	5	F	N	1	29,220	29,220	29,220	0	7/18/2019	O	7/17/2020	
4500311377	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	2	8	N	04	1	7,221	7,221	7,221	0	7/19/2019	C		7/23/2019
4500311390	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1	7,573	0	0	7,573	7/19/2019	C		7/25/2019
4500311404	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	REDBOX RECORDING SOFTWARE AND SERVICES	E	B	8	F	N	3	169,145	169,145	169,145	0	7/29/2019	C		7/31/2019
4500311535	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO CALLING ENTERPRISE LICENSE AGREEMENT	E	B	7	F	N	2	368,278	339,120	339,120	29,158	7/29/2019	O	7/28/2022	
4500311549	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO FLEX MEETING MODIFICATION	S	B	7	F	N	2	162,632	162,624	162,624	8	7/29/2019	O	7/28/2020	
4500311570	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO COMMUNICATION BACKBONE EQUIPMENT	E	B	7	F	N	4	642,024	551,784	551,784	90,240	8/26/2019	C		9/30/2019
4500311644	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	LICENSE - MICROSOFT O365	I	B	7	F	N	1	72,774	72,774	72,774	0	8/1/2019	C		9/25/2019
4500311645	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	LICENSE - MICROSOFT VISUAL STUDIO	I	B	7	F	N	1	14,325	14,325	14,325	0	9/22/2019	C		9/25/2019
4500311647	DEJERO LABS INC 410 ALBERT ST UNIT 200 WATERLOO, ON N2L 3V3 CA	LEASE STREAMING EQUIPMENT	E	1	5	N	N	1	34,200	25,650	25,650	8,550	5/1/2019	O	4/30/2020	
4500311648	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MOBILE COMMUNICATIONS - MOBILE HOSTING SERVICES	S	B	7	N	N	1	42,931	41,898	41,898	1,033	8/11/2019	O	8/10/2020	
4500311679	COMSOURCE INC 8104 CAZENOVIA WAY MANLIUS, NY 13104 US	FURNISH AND DELIVER SCHNEIDER UPS SYSTEM AND LIEBERT AIR CONDITIONING SYSTEM	E	C	8	N	N	3	450,774	0	0	450,774	8/1/2019	O	7/31/2020	
4500311706	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	MAINTENANCE - ORBUS ERWIN	S	B	7	F	N	1	33,265	33,265	33,265	0	8/4/2019	O	8/3/2020	
4500311768	NETBRAIN TECHNOLOGIES INC 15 NETWORK DR BURLINGTON, MA 01803-2756 US	MAINTENANCE - NETBRAIN	S	2	6	F	N	1	9,000	9,000	9,000	0	8/17/2019	O	8/16/2020	

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4500311836	CUSTOM INSIGHT LLC 204 E 2ND AVE #127 SAN MATEO, CA 94401-3904 US	EMPLOYEE SURVEY	S	2	5	F	N	1		17,500	17,500	17,500	0	7/23/2019	O	7/22/2020	
4500311840	ADVANTAGE PROMOTIONS DBA FOR DEBORAH S BEZA 12 LILAC LN QUEENSBURY, NY 12804-8419 US	PROMOTIONAL ITEMS	E	2	6	N	03	1		19,834	19,538	19,538	296	8/1/2019	O	1/3/2020	
4500311861	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		203,077	0	0	203,077	8/2/2019	C		9/13/2019
4500311873	NORTH CAROLINA STATE UNIVERSITY OFFICE OF RESEARCH ADMINISTRATION 2701 SULLIVAN DR - BOX 7514 RALEIGH, NC 27695-7514 US	NCSU FREEDM SYSTEMS CENTER	S	1	9	F	N	1		50,000	50,000	50,000	0	7/1/2019	O	6/30/2020	
4500311908	PROFTECH LLC 200 CLEARBROOK RD - STE 177 ELMSFORD, NY 10523-1328 US	OFFICE SUPPLIES	E	B	7	N	04	1		500,000	7,015	7,015	492,985	8/5/2019	O	5/31/2024	
4500311909	BALCH & BINGHAM LLP 1901 6TH AVE N BIRMINGHAM, AL 35203-2618 US	TRANSMISSION OWNERS COMMITTEE (TOC) LEGAL SERVICES	L	2	9	F	N	1		590,000	51,285	51,285	538,715	5/22/2019	O	5/21/2022	
4500312014	JD POWER SUITE 300 30870 RUSSELL RANCH ROAD WESTLAKE VILLAGE, CA 91362-7366 US	SURVEY SERVICES	P	B		F	N	6		1,673,329	179,415	179,415	1,493,914	8/30/2019	O	8/29/2024	
4500312026	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE SUPPLIES	E	M	8	N	04	1		60,737	60,737	60,737	0	8/7/2019	C		9/13/2019
4500312091	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	FAÇADE INSPECTION AND ASSESSMENT	P	B		N	01	1		162,550	0	0	162,550	8/12/2019	O	2/12/2020	
4500312094	PFM FINANCIAL ADVISORS LLC 1735 MARKET ST FL 43 PHILADELPHIA, PA 19103-7502 US	FINANCIAL ADVISORY SERVICES	P	B		F	N	2		250,000	0	0	250,000	4/3/2018	O	8/19/2020	
4500312252	CORPORATE EXECUTIVE BOARD 1919 NORHT LYNN ST ARLINGTON, VA 22209 US	CEB COMMUNICATIONS LEADERSHIP COUNCIL CLASSIC	S	1	9	F	N	1		33,600	33,600	33,600	0	4/1/2019	O	3/31/2020	
4500312278	TEKRON INTERNATIONAL LTD LEVEL 1 47 THE ESPLANADE PETONE LOWER HUTT, NI 5012 NZ	ELECTRICAL EQUIPMENT FOR SARANAC DIGITAL SUBSTATION	E	2	6	F	N	1		5,073	0	0	5,073	8/15/2019	C		12/31/2019
4500312286	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECK POINT'S CLOUDGUARD IAAS SUBSCRIPTION	I	B	7	N	N	1		5,928	5,928	5,928	0	8/19/2019	C		9/4/2019
4500312320	THE INSIDE TRACK INC STE 115 30 PERIMETER PARK DR ATLANTA, GA 30341-1329 US	FLOORING FOR THE ROCK THE BIKE BOOTH AT THE NEW YORK STATE FAIR	E	2	6	F	N	1		5,460	5,460	5,460	0	8/16/2019	C		10/24/2019
4500312331	THE MITRE CORPORATION 7515 COLSHIRE DR MCLEAN, VA 22102-7538 US	CYBER SECURITY OPERATIONS ENVIRONMENT	P	1	8	N	N	1		300,000	125,000	125,000	175,000	10/28/2019	O	10/27/2020	
4500312332	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	NETSCOUT HARDWARE AND SOFTWARE	E	B	7	F	N	1		199,523	17,433	17,433	182,090	8/18/2019	C		12/31/2019

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4500312370	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT FOR THE NYPA CORE UPGRADE	E	B	7	F	N	5		820,936	820,936	820,936	0	8/19/2019	C		12/10/2019
4500312465	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT - CYBER RESILIENCY	E	B	7	F	N	5		385,918	385,918	385,918	0	8/21/2019	C		12/10/2019
4500312511	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT-EOL REPLACEMENT AND NETWORK SPARES	E	B	7	F	N	4		618,343	618,343	618,343	0	8/22/2019	C		12/13/2019
4500312513	USABLENET INC 142 W 57TH ST - FL 7 NEW YORK, NY 10019-3300 US	MAINTENANCE - USABLENET	S	1	5	N	N	1		10,396	10,396	10,396	0	8/1/2019	O	7/31/2020	
4500312561	SAB GROUP LLC 9316 NE 30TH ST CLYDE HILL, WA 98004-1742 US	TRAINING	P	B	5	F	N	5		9,999	9,999	9,999	0	8/23/2019	C		9/24/2019
4500312562	GOVERNMENT MARKETING & PROCUREMENT LLC 13350 RANCH RD 12 WIMBERLEY, TX 78676-5304 US	MAINTENANCE - VULNERABILITY INTELLIGENCE FEED	S	B	7	N	N	1		42,317	0	0	42,317	10/17/2019	O	10/16/2020	
4500312577	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	EMERGENCY DIESEL GENERATORS	C	B		N	N	3		2,007,000	0	0	2,007,000	8/26/2019	O	8/25/2022	
4500312580	A & T SYSTEMS INC 12200 TECH RD - STE 200 SILVER SPRING, MD 20904-1971 US	MAINTENANCE - IBM MAAS	S	B	7	F	N	1		85,225	85,225	85,225	0	8/28/2019	O	2/28/2020	
4500312617	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED PROGRAM MANAGEMENT SERVICES	P	B	7	N	03	1		61,060	46,038	46,038	15,022	8/20/2019	O	8/19/2020	
4500312704	RITZ CARLTON HOTEL CO LLC 3 RENAISSANCE SQUARE WHITE PLAINS, NY 10601-3001 US	PURCHASING EXCHANGE	S	1	6	N	N	1		28,300	0	0	28,300	8/28/2019	C		12/31/2019
4500312780	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	M	8	N	04	1		13,332	8,550	8,550	4,782	8/29/2019	C		8/30/2019
4500312844	EXECUTIVE INFORMATION SYSTEMS LLC 6901 ROCKLEDGE DR STE 600 BETHESDA, MD 20827-0076 US	MAINTENANCE - SAS	S	B	7	N	N	1		10,387	10,387	10,387	0	8/31/2019	O	8/30/2020	
4500312870	NORIA CORP 1328 E 43RD CT TULSA, OK 74105-4124 US	LUBRICATION ASSESSMENT SERVICES	P	B		N	N	1		37,586	26,186	26,186	11,400	7/11/2019	O	3/31/2020	
4500312877	VOCALZOOM SYSTEMS LTD HAHAMAMA HAYERUKA 5 KIBUTZ RAMOT MENASHE PO BOX NO 360, 01 1924500 IL	VIBRATION MONITORING SYSTEM	E	1	5	F	N	1		10,500	10,500	10,500	0	9/3/2019	O	9/2/2020	
4500312884	RDG + PARTNERS CPAS PPLC 69B MONROE AVE PITTSFORD, NY 14534 US	457 DEFERRED COMP PLAN AUDIT SERVICES	S	2	5	N	N	1		20,000	0	0	20,000	9/1/2019	O	8/31/2020	
4500312973	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	THE HYBRIDGE GREEN SCHOOL GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		17,250	17,250	17,250	0	8/23/2019	O	6/30/2020	

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4500312975	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	EAGLE ACADEMY FOR YOUNG MEN OF HARLEM GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		15,440	15,440	15,440	0	8/23/2019	O	6/30/2020	
4500313014	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE MACINTOSH SERVICES	S	B		N	N	3		266,868	88,956	88,956	177,912	9/25/2019	O	9/24/2022	
4500313015	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECK POINT MEMORY AND SUPPORT	H	B	7	F	N	1		8,970	8,970	8,970	0	9/5/2019	C		9/20/2019
4500313019	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	WILLIS SUBSTATION BREAKER REPLACEMENT PROJECT	C	B	1	N	N	2		605,909	266,420	266,420	339,489	9/6/2019	O	9/5/2020	
4500313069	ISRAELI SMART ENERGY ASSOCIATION 21 HARBAAS ST TEL AVIV, 01 6473921 IL	REV4NY STARTUP IDENTIFICATION	P	2	5	F	N	1		40,000	20,000	20,000	20,000	9/9/2019	O	9/8/2020	
4500313097	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	HYDRO FLOW OPTIMIZATION MODELING	A	B		N	N	4		479,000	0	0	479,000	9/1/2019	O	8/31/2020	
4500313140	PING DIGITAL SIGNAL PROCESSING 10990 MADRONA DRIVE NORTH SAANICH, BC V8L 4V2 CA	ANCHOR ICE MONITORING SYSTEM	E	1	8	F	N	1		84,524	83,809	83,809	715	9/10/2019	O	9/9/2020	
4500313166	MAUREEN DATA SYSTEMS INC 307 W 38TH ST RM 1801 NEW YORK, NY 10018-6510 US	MAINTENANCE - TENABLE SOFTWARE	S	2	8	N	03	1		85,410	85,410	85,410	0	9/28/2019	O	9/27/2020	
4500313224	MOODYS ANALYTICS 121 N WALNUT ST STE 500 WEST CHESTER, PA 19380-3117 US	MOODY'S ANALYTICS SOFTWARE	I	2		F	N	1		8,800	10,850	10,850	0	5/14/2019	O	5/13/2020	
4500313234	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	COMMUNITY LITERACY PROVIDER PROGRAMS	P	B		N	N	2		71,000	0	0	71,000	9/1/2019	O	10/31/2021	
4500313274	V&R ENERGY SYSTEMS RESEARCH INC 11824 DARLINGTON AVE STE 101 LOS ANGELES, CA 90049 US	ANNUAL MAINTENANCE - POM (PHYSICAL OPERATIONS MARGIN)	S	1	6	F	N	1		16,200	16,200	16,200	0	7/1/2019	O	6/29/2020	
4500313285	GRAVITY PRO CONSULTING LLC SYLVANA COCHE 21 VIA LAMPARA SAN CLEMENTE, CA 92673-7054 US	SOFTWARE LICENSES	I	2	6	F	03	1		12,706	12,706	12,706	0	9/13/2019	O	8/3/2020	
4500313390	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	OFFICE FURNITURE	H	B		F	N	3		229,294	187,507	187,507	41,787	9/16/2019	O	9/15/2020	
4500313430	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	MAINTENANCE - PROOFPOINT SOFTWARE	S	B	7	F	N	1		197,981	197,981	197,981	0	9/18/2019	O	9/17/2020	
4500313475	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECKPOINT CLOUDGUARD IAAS	S	B	6	N	N	1		11,856	11,856	11,856	0	8/23/2019	O	8/22/2020	
4500313529	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECK POINT SOFTWARE THREAT PREVENTION	I	B	7	N	N	2		625,679	625,679	625,679	0	8/30/2019	O	8/29/2020	
4500313532	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - AUTOCAD	S	B	7	F	N	1		109,064	109,064	109,064	0	10/28/2019	O	10/27/2020	

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4500313553	CGK CONSULTING GROUP INC 7968 ARJONS DR STE A 112 SAN DIEGO, CA 92126-6362 US	WAPA TECH SUPPORT FOR HURRICANE	A	B	1	F	N	2		126,650	70,594	70,594	56,056	12/16/2019	O	1/31/2020	
4500313558	DOCPOINT SOLUTIONS LLC 11850 W MARKET PL STE P FULTON, MD 20759-2671 US	DOCPOINT ENTERPRISE NINTEK WORKFLOW SOFTWARE	S	B	7	F	N	1		28,892	28,892	28,892	0	10/10/2019	O	10/9/2020	
4500313569	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	ANALYTICAL TESTING SERVICES AND EQUIPMENT RENTAL	S	B		F	N	2		174,485	115,865	115,865	58,620	9/20/2019	O	4/30/2020	
4500313571	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	OIL TESTING SERVICES	S	B		F	N	2		50,000	12,038	12,038	37,962	9/20/2019	O	4/30/2020	
4500313580	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	REMOTE DESKTOP	I	B	7	F	N	1		5,773	5,752	5,752	21	9/22/2019	O	6/30/2021	
4500313684	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTODESK INVENTOR SOFTWARE	I	B	5	F	N	1		7,323	7,323	7,323	0	9/24/2019	C		9/25/2019
4500313737	COMPLINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HP ELITEDESK 800 DESKTOP MINIPC	H	B	6	F	04	5		16,386	16,386	16,386	0	9/25/2019	C		12/3/2019
4500313745	POWERTECH LABS INC 12388-88TH AVE SURREY, BC V3W 7R7 CA	POWERTECH SOFTWARE LICENSES	I	1	6	N	N	1		28,255	28,255	28,255	0	10/15/2019	O	10/14/2020	
4500313764	VERTICAL SYSTEMS ANALYSIS INC 307 W 36TH ST FL 8 NEW YORK, NY 10018-6519 US	ELEVATOR CONSULTING SERVICES	A	2	6	N	N	1		20,000	5,458	5,458	14,542	9/19/2019	O	9/18/2020	
4500313772	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 3999 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2305 US	BLACKLINE SOFTWARE SUBSCRIPTION	E	1	8	F	N	1		294,000	0	0	294,000	11/25/2019	O	11/24/2022	
4500313818	LEVIN 3 INC LEVIN SILBERT COMPANY 747 3RD AVE FL 2 NEW YORK, NY 10017-2878 US	MURAL	E	2	8	N	04	1		11,850	0	0	11,850	9/27/2019	C		12/31/2019
4500313825	BASON TRADING LLC ALADON 908 RABBIT RUN WILMINGTON, NC 28409-2206 US	ALADON RCM PRACTITIONERS	P	2	8	F	N	1		250,000	41,600	41,600	208,400	10/8/2019	O	3/31/2020	
4500313836	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	LICENSE REVIEW - IBM	S	B	7	N	N	1		1,017,320	1,017,320	1,017,320	0	10/1/2019	O	9/30/2020	
4500313839	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		182,614	2,494	2,494	180,120	9/27/2019	C		12/31/2019
4500313864	BIEDERMAN REDEVELOPMENT VENTURES CO DBA FOR DANIEL A BIEDERMAN 110 W 40TH ST STE 2008 NEW YORK, NY 10018-3679 US	ADVISORY SERVICE	A	2	8	N	N	1		300,000	130,000	130,000	170,000	10/1/2019	O	12/31/2020	
4500313871	A & A MAINTENANCE ENTERPRISE INC 965 MIDLAND AVE YONKERS, NY 10704-1027 US	OPERATING ENGINEERING SERVICES	S	B		N	N	3		12,396	12,396	12,396	0	9/30/2019	C		10/31/2019
4500313894	BITSIGHT TECHNOLOGIES INC 111 HUNTINGTON AVE STE 2010 BOSTON, MA 02199-1700 US	CYBER RISK MANAGEMENT SCORING OF SUPPLY VENDORS	I	B	8	F	N	2		118,750	118,750	118,750	0	9/30/2019	O	9/29/2020	

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4500313902	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	MAINTENANCE - NUANCE	S	B	6	F	N	1		6,018	6,018	6,018	0	8/17/2019	O	8/16/2020	
4500313968	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	NUTANIX SOFTWARE AND HARDWARE	I	B	7	F	N	1		113,846	113,846	113,846	0	10/7/2019	O	10/6/2020	
4500313988	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	DIVAL SAFETY - MOTIVATIONAL SPEAKER	P	2	8	N	N	1		43,500	0	0	43,500	9/3/2019	C		11/30/2019
4500314239	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	MAINTENANCE - MCAFEE	S	2	8	N	02	1		99,356	99,356	99,356	0	10/6/2019	O	10/5/2020	
4500314285	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - QUEST UTILITY	S	B	7	N	N	1		7,440	7,440	7,440	0	6/15/2019	O	6/14/2020	
4500314315	CARAHST TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	DATABRICKS ENTERPRISE PLATFORM	I	B	7	F	N	1		59,500	59,500	59,500	0	10/31/2019	O	4/30/2020	
4500314330	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	PROOFPOINT SAAS SOFTWARE	S	B	6	F	N	1		6,060	6,060	6,060	0	10/10/2019	O	10/9/2020	
4500314341	DRONEDEPLOY INC DBA INFATICS 1045 BRYANT ST STE 300 SAN FRANCISCO, CA 94103-4459 US	DRONEDEPLOY ENTERPRISE GOLD SUBSCRIPTION	I	2	5	F	N	1		32,000	32,000	32,000	0	10/7/2019	O	10/6/2020	
4500314358	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	CLARIDGE BOARDS	E	M	8	N	04	1		26,948	0	0	26,948	10/11/2019	C		11/12/2019
4500314370	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDISPLAY S340C 34" MONITORS	E	B	7	F	04	4		91,760	91,760	91,760	0	10/11/2019	C		10/31/2019
4500314390	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	04	1		6,109	4,070	4,070	2,039	10/14/2019	C		10/14/2019
4500314392	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECK POINT CLOUDGUARD IAAS VIRUAL CORE SERVICES	E	B	7	N	N	1		44,712	23,712	23,712	21,000	11/4/2019	O	11/3/2020	
4500314449	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	MAINTENANCE - SPLUNK	S	B	7	F	N	1		101,667	101,667	101,667	0	10/4/2019	O	10/3/2020	
4500314490	THORNTON TOMASETTI INC 40 WALL ST NEW YORK, NY 10005-1304 US	FLOOR GLAZING	S	2	8	N	N	1		5,850	5,850	5,850	0	10/16/2019	C		10/16/2019
4500314507	WINE AND DINE GROUP YONOS & DP AN AMERICAN BRASSERIE 25 CHAPEL ST ALBANY, NY 12210-2747 US	OFFSITE LEADERSHIP CONFERENCE	S	1	9	N	N	1		5,970	5,970	5,970	0	10/16/2019	C		12/31/2019
4500314549	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDESK 360 LAPTOPS AND ACCESSORIES	H	B	7	F	04	3		269,212	269,212	269,212	0	10/17/2019	C		11/13/2019
4500314556	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - QUEST	S	B	7	N	N	1		68,161	68,161	68,161	0	10/31/2019	O	10/30/2020	

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4500314614	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS377 ALEJANDRINA B. DE GAUTIER GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/6/2019	O	6/30/2020	
4500314618	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS122 MAMIE FAY GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/6/2019	O	6/30/2020	
4500314623	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS85Q GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		15,440	15,440	15,440	0	9/18/2019	O	6/30/2020	
4500314626	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS84 STEINWAY GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314627	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS21 CRISPUS ATTUCKS GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314631	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	IS383 PHILIPPA SCHUYLER GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314633	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	EDWARD MURROW HIGH SCHOOL GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314634	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	ACADEMY OF URBAN PLANNING AND ENGINEERING GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314635	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	ACADEMY FOR ENVIRONMENTAL STEWARDSHIP K403 GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	9/18/2019	O	6/30/2020	
4500314636	CAPITOL EXHIBIT SERVICES INC 12299 LIVINGSTON RD MANASSAS, VA 20109-2772 US	OSWEGO ENERGY ZONE VISITOR CENTER	C	B		F	N	3		4,483,286	0	0	4,483,286	10/21/2019	O	10/20/2020	
4500314827	WINSHUTTLE LLC 19820 N CREEK PARKWAY STE 200 BOTHELL, WA 98011-8227 US	MAINTENANCE - WINSHUTTLE	S	2	6	F	N	1		12,537	12,537	12,537	0	10/22/2019	O	10/21/2020	
4500314843	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - SOLARWINDS	S	B	7	N	N	1		73,027	73,027	73,027	0	11/21/2019	O	11/20/2020	
4500314846	ADAM C BOESE DBA DAYLIGHT SAVINGS CO 25 MAIN ST GOSHEN, NY 10924-2162 US	SUNY STONY BROOK RETRO COMMISSIONING SERVICES	P	2	1	N	N	1		100,000	0	0	100,000	10/25/2019	O	4/24/2020	
4500314988	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	SAP ARIBA HOSTED SERVICES	S	2	8	F	N	1		505,644	505,644	505,644	0	11/1/2019	O	10/31/2020	
4500315000	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	CABLE TRAYS	E	B	8	N	03	3		38,685	38,685	38,685	0	10/30/2019	C		12/31/2019
4500315018	STACK8 TECHNOLOGIES INC 1550 METCALFE SUITE 500 MONTREAL, PQ H3A 1X6 CA	MIGRATION OF VOICEMAIL	S	B	6	F	N	1		30,000	0	0	30,000	10/31/2019	O	10/30/2020	
4500315075	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	OPENTEXT TO PROVIDE STREAMSERVE SOFTWARE	S	2	6	F	N	1		17,650	17,650	17,650	0	12/1/2019	O	11/30/2020	

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4500315090	BROADCASTERS GENERAL STORE INC 2480 SE 52ND ST OCALA, FL 34480-7574 US	COMREX UNITS	E	C	6	F	N	3		22,471	22,471	22,471	0	11/4/2019	O	1/6/2020	
4500315123	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	MAINTENANCE - TAPROOT	S	1	6	N	N	1		6,899	6,899	6,899	0	12/1/2019	O	11/30/2020	
4500315250	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ST. LAWRENCE SCADA UPGRADE	P	2		F	N	1		424,250	42,425	42,425	381,825	11/12/2019	O	11/11/2020	
4500315252	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE INSTALLATION	C	1	1	N	01	1		167,002	99,291	99,291	67,711	11/19/2019	O	2/29/2020	
4500315307	VERTIV CORPORATION C/O RL KISTLER 1050 DEARBORN DR COLUMBUS, OH 43085-1544 US	UPS BATTERIES AND SERVICES	H	1	6	F	N	1		22,277	0	0	22,277	11/8/2019	O	2/28/2020	
4500315329	BARCODES INC DBA FOR BARCODES LLC 200 W MONROE ST - STE 1050 CHICAGO, IL 60606-5122 US	RUGGED ZEBRA TABLET, MAINTENANCE, AND ACCESSORIES	H	B	7	F	N	1		184,580	0	0	184,580	11/8/2019	O	2/17/2020	
4500315330	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	CETRA CYBER SECURITY EQUIPMENT AND SERVICES	H	B	7	F	N	1		149,409	149,409	149,409	0	11/10/2019	C		12/30/2019
4500315426	BURNS ENGINEERING PC 2001 MARKET ST STE 600 PHILADELPHIA, PA 19103-7032 US	NYC HH BELLEVUE CHP PROJECT	P	2	1	F	N	1		100,000	0	0	100,000	11/18/2019	O	11/17/2020	
4500315437	LEARNING TECHNOLOGIES GROUP INC PEOPLEFLUENT INC 434 FAYETTEVILLE ST STE 900 RALEIGH, NC 27601-3005 US	MAINTENANCE - ORGPUBLISHER	S	2	6	N	N	1		7,284	0	0	7,284	11/1/2019	O	10/31/2020	
4500315563	DATASPLICE LLC 414 E OAK ST FORT COLLINS, CO 80524-2950 US	MAINTENANCE - DATASPLICE	S	B	6	N	N	1		24,504	24,504	24,504	0	1/1/2019	C		12/31/2019
4500315663	DTN LLC 9110 W DODGE RD STE 100 OMAHA, NE 68114-3334 US	SUBSCRIPTION FEES FOR PROPHETX SERVICES	S	2	6	F	N	1		30,966	30,966	30,966	0	12/1/2019	O	11/30/2020	
4500315664	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	MAINTENANCE - VARONIS	S	B	7	N	N	1		43,425	0	0	43,425	12/31/2019	O	12/30/2020	
4500315665	AKAMAI TECHNOLOGIES INC 150 BROADWAY CAMBRIDGE, MA 02142-1055 US	ANNUAL PROLEXIC AND ENTERPRISE THREAT PROTECTOR SERVICES	S	B	7	F	N	1		101,660	0	0	101,660	12/1/2019	O	11/30/2020	
4500315666	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	QUEST MIGRATION SOFTWARE	I	B	7	F	N	1		123,439	123,439	123,439	0	11/23/2019	O	11/22/2020	
4500315690	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO UNIFIED COMMUNICATION TELEPHONES	H	B	7	F	04	3		35,220	35,220	35,220	0	11/21/2019	C		12/3/2019
4500315694	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT - SFP MODULES	H	B	7	F	04	3		52,300	52,300	52,300	0	11/21/2019	C		12/3/2019
4500315712	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	MAINTENANCE - NASTEL SOFTWARE	I	B	5	N	02	3		35,910	35,910	35,910	0	9/30/2019	O	9/29/2020	
4500315740	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	FIRE SUPPRESSION PROJECT	P	2	8	N	N	1		144,600	0	0	144,600	11/22/2019	O	11/21/2020	

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4500315741	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	LABOR - PTR PLUS AND PTR-PLUS UPDATE	P	1	6	N	N	1		19,250	0	0	19,250	11/24/2019	O	11/23/2020	
4500315825	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	ANSYS SOFTWARE PRODUCT RENEWAL	E	B	7	N	N	1		138,631	46,210	46,210	92,421	10/25/2019	O	3/31/2023	
4500315882	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	CABLE TRAY INSTALLATION	C	B		N	N	2		738,000	0	0	738,000	12/2/2019	O	5/29/2020	
4500315922	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	BOAT BARRIER ANCHORS PROJECT	C	B		N	01	3		92,400	0	0	92,400	12/3/2019	O	5/31/2020	
4500316027	ROADRUNNER PRODUCTION SERVICES INC 56 SPY HILL POUGHKEEPSIE, NY 12603-2521 US	CAMERA CREW FOR CLEAN ENERGY EXCHANGE	P	2	5	N	01	1		6,840	6,840	6,840	0	12/4/2019	C		12/31/2019
4500316042	HRP ASSOCIATES INC 197 SCOTT SWAMP RD FARMINGTON, CT 06032-3149 US	ENVIRONMENTAL CONSULTING SERVICES FOR THE NEW YORK CITY HEALTH AND HOSPITAL - BELLVUE CHP PROJECT	P	B	7	F	N	1		32,815	0	0	32,815	12/5/2019	O	12/4/2020	
4500316052	MINORITECH INC 15 HYTEC CIR ROCHESTER, NY 14606-4255 US	DIGITAL VIDEO STORAGE EQUIPMENT	E	2	8	N	04	5		89,969	90,095	90,095	0	12/4/2019	O	2/20/2020	
4500316057	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT WINDOW 7 EXTENDED SUPPORT	I	B	7	F	N	1		14,754	14,754	14,754	0	12/4/2019	C		12/23/2019
4500316058	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	TABLEAU SOFTWARE SUBSCRIPTION	I	B	7	F	N	1		20,905	0	0	20,905	12/5/2019	O	6/27/2020	
4500316106	HEALTH LOGISTICS RN AND NP ADULT PASSPORT HEALTH OF NEW YORK STATE 2805 WEHRLE DR STE 2 WILLIAMSVILLE, NY 14221-7383 US	FLU SHOTS ADMINISTERED	P	2	5	N	N	1		12,450	0	0	12,450	10/28/2019	O	2/28/2020	
4500316122	COLOR METHODS INC DBA CMI COMMUNICATIONS/CMi AV 400 MILE CROSSING BLVD ROCHESTER, NY 14624-6202 US	PROVIDE AUDIOVISUAL AND TECNICAL SUPPORT FOR CUSTOMER CLEAN ENERGY EXCHANGE	E	2	8	N	N	1		15,440	15,440	15,440	0	12/6/2019	O	1/31/2020	
4500316143	ASI MARINE LP 40 CENTRE DR - STE 3 ORCHARD PARK, NY 14127-4100 US	VESSEL RENTAL FOR TEST AND MEASUREMENT ANCHOR ICE THICKNESS	S	2	5	N	N	1		25,000	0	0	25,000	12/6/2019	O	6/30/2021	
4500316159	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	NOISE CANCELLING HEADSETS	H	B	7	F	04	1		79,645	78,275	78,275	1,370	12/8/2019	C		12/27/2019
4500316183	CANON SOLUTIONS AMERICA INC 425 N MARTINGALE RD - STE 1650 SCHAUMBURG, IL 60173-2215 US	MULTIFUNCTIONAL COLOR PLOTTERS	E	B	7	F	N	1		107,390	0	0	107,390	12/9/2019	O	12/8/2020	
4500316204	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	ENVIRONMENTAL ISO GAP ANALYSIS	P	B		N	02	6		131,175	0	0	131,175	12/3/2019	O	11/30/2020	
4500316257	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	PS59 WILLIAM FLOYD GREENHOUSE LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		15,440	15,440	15,440	0	11/29/2019	O	6/30/2020	
4500316416	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECK POINT NETWORK EQUIPMENT AND SERVICES	H	B	7	F	N	1		578,086	578,086	578,086	0	12/15/2019	C		12/26/2019

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4500316424	PEAKER SERVICES INC 8080 KENSINGTON CT BRIGHTON, MI 48116-8591 US	EMERGENCY DIESEL GENERATOR CONTROL SYSTEMS REPAIRS	S	2	8	F	N	1		75,000	0	0	75,000	12/16/2019	O	12/15/2020	
4500316458	MICHELS CORP- MICHELS POWER DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	MOSES ADIRONDACK SMART PATH PROJECT CONSTRUCTION SERVICES	C	B		F	N	3		314,274,993	0	0	314,274,993	12/18/2019	O	12/17/2024	
4500316489	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	ADOBE ECHOSIGN RENEWAL - 20 LICENSES	E	B	7	N	N	1		9,180	0	0	9,180	11/18/2019	O	2/22/2021	
4500316548	M&E ENGINEERS INC 26 W HIGH ST SOMERVILLE, NJ 08876-2104 US	CONSULTING SERVICES	P	2	8	F	N	1		25,000	0	0	25,000	12/18/2019	O	6/30/2020	
4500316564	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT TO SUPPORT THE DIGITAL UTILITY PROGRAM	H	B	7	F	N	2		423,796	0	0	423,796	12/18/2019	O	3/31/2020	
4500316627	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	DBC FINANCE RENEWAL	S	1	5	N	N	1		13,368	13,368	13,368	0	12/17/2019	O	12/16/2020	
4500316636	NOKIA OF AMERICAN CORPORATION DBA NOKIA INNOVATIONS US LLC 601 DATA DRIVE PLANO, TX 75075-7839 US	LTE LAB	H	C	8	F	N	3		95,260	0	0	95,260	12/20/2019	O	12/19/2020	
4500316642	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	PORTIA SOFTWARE MAINTENANCE	S	1	8	N	N	1		56,593	0	0	56,593	12/31/2019	O	12/30/2020	
4500316665	PLATTS (S & P GLOBAL PLATTS) DBA FOR S & P GLOBAL INC 2 PENN PLZ - FL 25 NEW YORK, NY 10121-2295 US	ANNUAL RENEWAL - S AND P GLOBAL PLATTS SUBSCRIPTION	S	1	8	N	N	1		442,957	442,957	442,957	0	11/13/2019	O	11/12/2020	
4500316675	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ANNUAL VARIPHY SUBSCRIPTION	S	B	7	F	N	4		12,499	0	0	12,499	12/30/2019	O	12/29/2020	
4500316677	HUBSTOR INC 515 LEGGET DRIVE SUITE 800 KANATA, ON K2K 3G4 CA	HUBSTOR AZURE SUBSCRIPTION	S	2	6	N	N	1		28,260	0	0	28,260	12/30/2019	O	12/29/2020	
4500316678	BARCODES INC DBA FOR BARCODES LLC 200 W MONROE ST - STE 1050 CHICAGO, IL 60606-5122 US	RUGGED ZEBRA TABLET, MAINTENANCE, AND ACCESSORIES	H	B	7	F	N	1		68,042	0	0	68,042	12/22/2019	O	2/14/2020	
4500316679	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ORACLE SERVERS	H	B	7	F	04	1		62,261	0	0	62,261	12/22/2019	O	1/24/2020	
4500316732	KARYN BURNS ABC LLC 4371 HENNEBERRY RD MANLIUS, NY 13104-8425 US	EDUCATIONAL MATERIALS	E	2	8	N	N	1		60,000	0	0	60,000	12/24/2019	O	6/30/2020	
4500316795	PROTEK INFORMATION TECH SRV LLC 492 MITCHELL DR VALLEY COTTAGE, NY 10989-2208 US	DRAGOS CYBER SECURITY SOLUTION	H	M	8	N	03	1		56,200	0	0	56,200	12/27/2019	O	12/26/2020	
4500317199	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	DELL DATA PROTECTION (DDPE)	S	B	7	N	04	3		12,532	0	0	12,532	11/29/2019	O	11/28/2020	

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4500317254	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	MAINTENANCE - POWERRUNER MANAGED SERVICES	S	1	8	N	N	1		61,750	0	0	61,750	12/1/2019	O	11/30/2020	
4500317273	DELLAVERSON PC 381 PARK AVE S RM 720 NEW YORK, NY 10016-8831 US	LEGAL SUPPORT FOR UNION NEGOTIATIONS	L	2		N	N	1		120,000	0	0	120,000	10/1/2019	O	9/30/2020	
4500317449	HEALTH LOGISTICS RN AND NP ADULT PASSPORT HEALTH OF NEW YORK STATE 2805 WEHRLE DR STE 2 WILLIAMSVILLE, NY 14221-7383 US	FLU SHOTS	P	B	5	N	N	1		12,450	0	0	12,450	10/24/2019	O	4/30/2020	
4500317523	MERCER (US) INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036-2708 US	WORKFORCE PLANNING	P	B		N	N	8		1,490,976	0	0	1,490,976	12/30/2019	O	12/29/2022	
4500318163	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	RTDMS AND DADANXT SOFTWARE MAINTENANCE AND SUPPORT	S	1	8	F	N	1		210,000	0	0	210,000	1/1/2019	O	12/31/2021	
4500319078	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	DELL AZURE OVERAGE RECONCILIATION	S	B	7	F	N	1		107,160	0	0	107,160	7/1/2019	O	12/31/2019	
4600001946	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	6		195,000,000	131,384,855	509,205	63,615,145	6/1/2008	C		12/31/2019
4600002135	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	10		99,000,000	82,622,047	545,817	16,377,953	7/1/2009	C		12/31/2019
4600002316	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	INTAKE GATES AND DRAFT TUBE GATES REFURBISHMENT	S	B		N	01	7		15,727,342	12,630,902	2,124,701	3,096,440	7/28/2010	O	12/30/2023	
4600002436	EATON CORP 690 RAHWAY AVE UNION, NJ 07083-6632 US	CONTROL SYSTEM INTEGRATION	E	B		F	N	5		13,222,139	12,685,208	231,362	536,931	9/27/2011	O	12/31/2022	
4600002500	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	DESIGN, FURNISH, DELIVER AND INSTALL THE ISO PHASE BUS AND PHASE REVERSAL SWITCH AT THE LEWISTON PUMP GENERATING PLANT	C	B		N	N	4		1,606,385	1,565,185	13,600	41,200	3/27/2012	O	12/31/2022	
4600002506	ULTRA ELECTRONICS OCEAN SYSTEMS 115 BAY STATE DR BRAINTREE, MA 02184-5203 US	INSTALLATION, MAINTENANCE, AND REMOVAL OF THE FISH DETERRENT SYSTEMS	S	B		N	N	1		1,350,025	825,844	137,629	524,181	5/1/2012	O	5/31/2022	
4600002534	ANDRITZ HYDRO CORP 10735 DAVID TAYLOR DR - STE 500 CHARLOTTE, NC 28262-1289 US	MOTOR GENERATOR UPGRADE	C	B		F	N	5		83,335,575	50,775,497	10,979,700	32,560,078	7/1/2012	O	12/31/2022	
4600002547	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	SERVOMOTORS	E	B		F	N	2		6,117,165	6,020,845	16,407	96,320	7/2/2012	O	7/31/2021	
4600002630	BURNS ENGINEERING PC 2001 MARKET ST STE 600 PHILADELPHIA, PA 19103-7032 US	IMPLEMENTATION SERVICES	A	B		N	N	30		3,000,000	2,486,384	1,107,276	513,616	3/1/2013	C		12/31/2019
4600002631	FULCRUM FACILITIES SERVICES LLC DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2285 US	IMPLEMENTATION SERVICES	C	B		N	N	30		23,000,000	17,306,940	1,721,895	5,693,060	3/1/2013	C		12/31/2019

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4600002632	GUTH DECONZO CONSULTING ENGINEERS PC 242 W 30TH ST - 3RD FL NEW YORK, NY 10001-4903 US	IMPLEMENTATION SERVICES	C	B		N	N	30		74,517,180	21,133,790	8,709,233	53,383,390	3/1/2013	O	12/31/2020	
4600002633	O'BRIEN & GERE / DEWBERRY ENERGY SERVICES JOINT VENTURE 333 W WASHINGTON - STE 400 SYRACUSE, NY 13202-9202 US	IMPLEMENTATION SERVICES	C	B		N	N	30		30,000,000	11,829,192	4,104,767	18,170,808	3/1/2013	C		12/31/2019
4600002635	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	IMPLEMENTATION SERVICES	C	B		N	N	30		192,000,000	102,830,076	25,750,623	89,169,924	3/1/2013	O	12/31/2020	
4600002637	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	IMPLEMENTATION SERVICES	C	B		N	N	30		120,000,000	79,421,796	27,804,667	40,578,204	3/1/2013	C		12/31/2019
4600002639	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	IMPLEMENTATION SERVICES	C	B		N	N	30		38,000,000	7,306,206	2,625,987	30,693,794	3/1/2013	O	12/31/2022	
4600002642	SAVIN ENGINEERS PC 3 CAMPUS DR PLEASANTVILLE, NY 10570-1602 US	IMPLEMENTATION SERVICES	C	B		N	N	30		155,000,000	10,657,951	4,323,852	144,342,049	3/1/2013	O	12/31/2022	
4600002644	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	IMPLEMENTATION SERVICES	C	B		N	N	30		40,000,000	7,383,696	0	32,616,304	3/1/2013	C		12/31/2019
4600002646	ECOSYSTEM/LIRO ENERGY GROUP II JOINT VENTURE 3 AERIAL WAY SYOSSET, NY 11791-5501 US	IMPLEMENTATION SERVICES	C	B		N	N	30		255,500,000	157,145,020	17,816,417	98,354,980	3/1/2013	O	12/31/2020	
4600002648	STV INC 225 PARK AVE S NEW YORK, NY 10003-1604 US	IMPLEMENTATION SERVICES	C	B		N	N	30		3,166,903	162,733	0	3,004,170	3/1/2013	C		12/31/2019
4600002655	MALCOLM PIRNIE A SUB SIDIARY OF ARCADIS US INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	IMPLEMENTATION SERVICES	C	B		N	N	30		113,000,000	69,434,323	25,785,783	43,565,677	3/1/2013	O	12/31/2022	
4600002660	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - OPENTEXT STREAMSERVE	S	B		F	N	1		218,500	192,982	0	25,518	5/11/2013	C		5/9/2019
4600002666	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	OPERATING PLANT SERVICE AGREEMENT	M	B		N	N	1		60,000,000	24,611,207	11,414,455	35,388,793	4/1/2013	O	3/31/2025	
4600002700	ACLARA TECHNOLOGIES LLC 945 HORNET DR HAZELWOOD, MO 63042-2309 US	MAINTENANCE - ACLARA ENERGY VISION ENTERPRISE (EVE)	S	B		N	N	1		509,508	469,754	0	39,754	4/1/2013	C		3/31/2019
4600002706	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FURNISH AND DELIVER FLUORESCENT AND LED LIGHTING EQUIPMENT FOR MTA PROJECTS	E	B		N	N	5		1,315,856	1,065,317	4,470	250,539	7/14/2016	O	6/14/2020	
4600002715	TOTAL ADMINISTRATIVE SERVICES CORP TASC 2302 INTERNATIONAL LANE MADISON, WI 53704-3136 US	COBRA ADMINISTRATION SERVICES	S	B		F	N	2		75,000	52,324	9,817	22,676	1/2/2014	C		12/31/2019
4600002716	DRESSER-RAND CO 203 PRECISION RD HORSHAM, PA 19044-1226 US	GAS COMPRESSOR SERVICE, MAINTENANCE AND ENGINEERING SUPPORT	S	B		N	N	1		5,000,000	3,911,977	1,064,595	1,088,023	1/1/2014	C		8/31/2019

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4600002719	AIRTEK ENVIRONMENTAL CORP 39-37 29TH ST LONG ISLAND CITY, NY 11101 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18	1,000,000	106,605	46,710	893,395	8/1/2013	O	8/6/2020	
4600002720	CORE ENVIRONMENTAL CONSULTANTS INC 2312 WEHRLE DR BUFFALO, NY 14221-7021 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	03	18	1,000,000	248,273	31,478	751,727	8/1/2013	C		3/31/2019
4600002724	WARREN & PANZER ENGINEERS PC 228 E 45TH ST NEW YORK, NY 10017 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18	1,000,000	243,527	120,295	756,473	8/1/2013	C		7/31/2019
4600002734	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	ANALYTICAL TESTING SERVICES AND DOBLE EQUIPMENT RENTAL	E	B		F	N	2	1,900,000	1,304,918	72,361	595,082	11/1/2013	O	4/30/2020	
4600002735	EV CONNECT INC 615 N NASH ST - STE 203 EL SEGUNDO, CA 90245-2851 US	EE ADVANCE TECHNOLOGY ELECTRIC VEHICLE CHARGING STATIONS FOR PUBLIC SITES: FABRICATE, DELIVER, INSTALL, START-UP AND SERVICES 100 EVSE'S	C	B		F	N	8	1,724,919	1,335,260	0	389,659	11/25/2013	C		11/24/2019
4600002763	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	FURNISH AND DELIVER FLUORESCENT, HID AND LED, COMPACT LIGHTING FIXTURES AND EQUIPMENT FOR AREA	E	B		N	N	3	1,643,286	1,198,446	0	444,840	3/1/2014	C		2/27/2019
4600002769	MRP ELECTRICAL PRODUCTS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	FURNISH AND DELIVER OCCUPANCY SENSORS AND DAYLIGHT CONTROL DEVICES FOR PROJECTS	E	B		N	03	3	500,000	34,451	916	465,549	4/1/2014	O	3/31/2020	
4600002770	ENERGY CONSERVATION & SUPPLY 55 WASHINGTON ST STE 324 BROOKLYN, NY 11201-1070 US	FURNISH AND DELIVER OCCUPANCY SENSORS AND DAYLIGHT CONTROL DEVICES FOR THE AUTHORITY'S HELP PROGRAM	E	B		N	N	3	500,000	251,326	0	248,674	4/1/2014	O	3/31/2020	
4600002782	QUALITY INSPECTION SERVICES INC DBA FOR APPLUS RTD USA 37 FRANKLIN ST - STE 400 BUFFALO, NY 14202-4117 US	ON-CALL TESTING AND INSPECTION	S	B		N	N	3	1,250,000	229,256	20,720	1,020,744	4/9/2014	C		4/8/2019
4600002788	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	INSTALLATION OF AUXILIARY EQUIPMENT	C	B		N	N	1	19,961,808	12,764,549	1,841,757	7,197,259	2/27/2014	O	12/31/2022	
4600002789	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	COATING CONSULTING AND INSPECTION SERVICES	S	B		N	N	1	5,000,000	1,524,993	156,039	3,475,007	5/20/2014	C		5/19/2019
4600002790	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER CABLE FIBER OPTIC INSTALLATION	S	B	7	N	N	1	6,500,000	2,018,867	434,000	4,481,133	7/1/2014	O	6/30/2024	
4600002800	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	VISITORS' CENTERS UPGRADES	C	B	8	N	N	4	11,600,000	11,459,184	0	140,816	6/1/2014	C		5/31/2019
4600002801	ALLSTATE POWER VAC INC DBA EQ INDUSTRIAL SERVICES 928 E HAZELWOOD AVE RAHWAY, NJ 07065-5634 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	250,000	0	0	250,000	7/1/2014	O	2/29/2020	
4600002803	KLEINFELDER EAST INC 1279 ROUTE 200 - 2ND FL NEWBURGH, NY 12550 US	ON-CALL ENVIRONMENTAL SERVICES	P	B		N	N	35	228,392	0	0	228,392	6/4/2014	C		6/30/2019

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4600002804	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ON-CALL ENVIRONMENTAL SERVICES	P	B		F	N	35	1,834,940	1,686,477	0	148,463	6/4/2014	C		5/31/2019
4600002805	ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT INC 40 HAMILTON LN GLENMONT, NY 12077-4837 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	250,000	0	0	250,000	7/1/2014	O	2/29/2020	
4600002806	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	300,000	17,335	0	282,665	7/1/2014	O	2/29/2020	
4600002807	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	13,000,000	37,408	20,541	12,962,592	7/1/2014	O	2/29/2020	
4600002808	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	250,000	71,535	16,565	178,465	7/1/2014	O	2/29/2020	
4600002810	TRC ENGINEERS INC 1430 BROADWAY - FL 10 NEW YORK, NY 10018-9202 US	ON-CALL ENVIRONMENTAL SERVICES	P	B		N	N	35	666,666	112,650	26,600	554,016	6/12/2014	C		5/31/2019
4600002811	OP-TECH ENVIRONMENTAL SERVICES INC NRC ENVIRONMENTAL SERVICES 1 ADLER DR EAST SYRACUSE, NY 13057-1223 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7	304,534	303,057	0	1,477	8/1/2014	O	2/29/2020	
4600002816	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ON-CALL ENVIRONMENTAL SERVICES	P	B		N	N	35	241,666	24,877	20,077	216,789	7/8/2014	C		5/31/2019
4600002820	HILL INTERNATIONAL INC 1 COMMERCE SQ # 17 2005 MARKET ST PHILADELPHIA, PA 19103-1415 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	N	13	150,000	90,319	20,349	59,681	8/18/2014	C		8/17/2019
4600002821	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	04	13	150,000	0	0	150,000	8/18/2014	C		8/17/2019
4600002826	DACK CONSULTING SOLUTIONS INC 2 WILLIAM ST - STE 202 WHITE PLAINS, NY 10601-1912 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	04	13	150,000	0	0	150,000	8/18/2014	C		8/17/2019
4600002828	NASCO CONSTRUCTION SERVICES INC 200 BUSINESS PARK DR ARMONK, NY 10504-1700 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	03	13	150,000	0	0	150,000	8/18/2014	C		8/17/2019
4600002831	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	ELECTRICAL SUPPORT SERVICES	S	B		N	N	5	5,000,000	1,059,636	116,182	3,940,364	9/1/2014	C		8/31/2019
4600002832	ALL STATE CLEANING DBA FOR LINA VIVAS MAINT INC 83 TIMBERLINE DR BRENTWOOD, NY 11717-4804 US	JANITORIAL CLEANING SERVICES	S	B		N	04	4	200,000	104,102	0	95,898	9/1/2014	C		11/2/2019
4600002834	AVEPOINT PUBLIC SECTOR INC 2111 WILSON BLVD - STE 210 ARLINGTON, VA 22201-3089 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18	5,000	0	0	5,000	9/1/2014	C		7/31/2019
4600002835	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	SHAREPOINT CONSULTING SERVICES	P	B		F	04	18	600,000	577,489	0	22,511	9/1/2014	C		7/31/2019
4600002836	SUMMIT 7 SYSTEMS INC 71 TOWN CENTER DR NW HUNTSVILLE, AL 35806-2670 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18	150,000	80,512	0	69,488	9/1/2014	C		7/31/2019

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4600002837	PINNACLE ENVIRONMENTAL CORP 200 BROAD ST CARLSTADT, NJ 07072-1904 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	11	1,250,000	0	0	1,250,000	10/16/2014	C		10/15/2019
4600002839	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	ON-CALL ENVIRONMENTAL SERVICES	P	B		N	N	35	351,666	9,185	0	342,481	9/18/2014	C		5/31/2019
4600002841	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	11	1,250,000	879,976	205,234	370,024	10/16/2014	C		10/15/2019
4600002842	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	11	1,250,000	366,195	0	883,805	10/16/2014	C		10/15/2019
4600002847	SCE ENVIRONMENTAL GROUP INC 1380 MOUNT COBB RD JEFFERSON TOWNSHIP, PA 18436-3214 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	11	1,250,000	198,472	0	1,051,528	10/16/2014	C		10/15/2019
4600002849	EMC CORP 176 SOUTH ST HOPKINTON, MA 01748-2230 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18	5,000	0	0	5,000	9/1/2014	C		7/31/2019
4600002850	BLUEMETAL ARCHITECTS INC 44 PLEASANT ST - STE 200 WATERTOWN, MA 02472-2312 US	SHAREPOINT CONSULTING SERVICES	P	B		N	N	18	250,000	212,464	0	37,536	9/1/2014	C		7/31/2019
4600002851	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	SHAREPOINT CONSULTING SERVICES	P	B		N	03	18	5,000	0	0	5,000	10/6/2014	C		7/31/2019
4600002852	COLDEN CORP 5842 HERITAGE LANDING DR EAST SYRACUSE, NY 13057-9359 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY SUPPORT SERVICES	S	B		N	N	2	1,500,000	941,136	173,437	558,864	11/1/2014	C		10/31/2019
4600002853	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY SUPPORT SERVICES	S	B		N	N	2	1,500,000	39,035	6,911	1,460,965	11/1/2014	C		10/31/2019
4600002858	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	GENERAL CULTURAL RESOURCE SERVICES	P	B		N	03	12	250,000	102,897	24,375	147,103	11/1/2014	C		10/31/2019
4600002859	PRES SERVICES LLC PRES ENERGY 95 STARK ST TONAWANDA, NY 14150-1210 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31	81,000,000	51,604,521	26,510,477	29,395,479	10/15/2014	O	10/14/2020	
4600002860	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	GENERAL CULTURAL RESOURCE SERVICES	P	B		N	03	12	500,000	71,090	0	428,910	11/1/2014	C		10/31/2019
4600002862	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	GENERAL CULTURAL RESOURCE SERVICES	P	B		N	N	12	500,000	77,018	0	422,982	11/1/2014	C		10/31/2019
4600002864	MICHAEL BELLANTONI INC 121 LAFAYETTE AVE WHITE PLAINS, NY 10603-1602 US	SNOW REMOVAL	S	B		N	N	4	550,000	270,928	42,968	279,072	11/10/2014	O	5/11/2020	
4600002866	NIAGARA COATINGS SERVICES INC 8025 QUARRY RD NIAGARA FALLS, NY 14304 US	LPGP LEM HIGH PERFORMANCE COATING PROJECT	C	B		N	N	2	1,314,969	864,647	107,834	450,322	11/13/2014	O	12/31/2022	

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4600002867	THE CHAZEN COMPANIES 21 FOX ST POUGHKEEPSIE, NY 12601-4724 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	70,122	70,122	0	0	12/15/2014	C		12/14/2019
4600002869	ESS GROUP INC 10 HEMINGWAY DR - FL 2 RIVERSIDE, RI 02915-2224 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	383,650	62,524	62,524	321,126	12/15/2014	C		12/14/2019
4600002870	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	58,376	48,388	0	9,988	12/15/2014	C		12/14/2019
4600002872	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	3,207,005	2,183,864	700,152	1,023,141	12/15/2014	C		12/14/2019
4600002874	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	12,000	7,589	0	4,411	12/15/2014	C		12/14/2019
4600002876	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	STATEWIDE ENERGY EFFICIENCY PROGRAM ENVIRONMENTAL CONSULTING	A	B		N	N	31	750,000	170,851	0	579,149	10/15/2014	C		10/14/2019
4600002877	THE RESEARCH FOUNDATION FOR SUNY 35 STATE ST ALBANY, NY 12207-2826 US	GENERAL CULTURAL RESOURCE SERVICES	P	B		N	N	12	250,000	0	0	250,000	10/16/2014	C		12/31/2019
4600002882	GUTH DECONZO CONSULTING ENGINEERS PC 242 W 30TH ST - 3RD FL NEW YORK, NY 10001-4903 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31	116,926,455	88,484,974	32,374,330	28,441,481	10/15/2014	O	10/14/2020	
4600002883	ECOSYSTEM/LIRO ENERGY GROUP II JOINT VENTURE 3 AERIAL WAY SYOSSET, NY 11791-5501 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31	200,000	0	0	200,000	10/15/2014	C		10/14/2019
4600002884	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT AND OVERSIGHT SERVICES	P	B		N	N	17	30,000,000	25,618,346	1,975,019	4,381,654	1/7/2015	C		12/31/2019
4600002886	ENERACTIVE SOLUTIONS LLC 150 BROADWAY - STE 802 NEW YORK, NY 10038-4381 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT AND OVERSIGHT SERVICES	P	B		N	N	17	2,500,000	92,205	0	2,407,795	12/16/2014	C		12/15/2019
4600002887	JACOBS CIVIL CONSULTANTS INC JACOBS ENGINEERING GROUP INC 2 PENN PLAZA - STE 603 NEW YORK, NY 10121-0101 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT AND OVERSIGHT SERVICES	P	B		N	N	17	2,500,000	199,272	87,224	2,300,728	12/18/2014	C		12/17/2019
4600002888	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT AND OVERSIGHT SERVICES	P	B		N	N	17	15,000,000	12,094,711	1,121,142	2,905,289	1/7/2015	C		12/17/2019
4600002889	BURNS & MCDONNELL ENGINEERING 9400 WARD PARKWAY KANSAS CITY, MO 64114 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	1,197,043	965,918	0	231,125	12/16/2014	C		12/15/2019
4600002891	ARCH STREET COMMUNICATIONS INC 31 MAMARONECK AVE - STE 400 WHITE PLAINS, NY 10601-3378 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	03	21	1,030,000	669,999	254,419	360,001	1/1/2015	C		12/31/2019
4600002892	THE VISUAL BRAND LLC 24 WHITNEY ST WESTPORT, CT 06880-3735 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	1,392,000	1,123,176	210,681	268,824	1/1/2015	C		12/31/2019
4600002893	E K WARD & ASSOCIATES PO BOX 630 WILLIAMSVILLE, NY 14231-0630 US	EXECUTIVE COACHING SERVICES	P	B		N	N	8	268,804	194,835	0	73,969	1/9/2015	C		12/31/2019

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4600002894	LUCIUS PITKIN INC 304 HUDSON ST - 4TH FL NEW YORK, NY 10013-1015 US	ON-CALL FAILURE ANALYSIS AND METALLURGICAL EXAMINATION AND TESTING SERVICES FOR ALL SITES	P	B		N	N	4		1,000,000	194,107	12,124	805,893	1/8/2015	C		12/31/2019
4600002895	EME CONSULTING ENGINEERING GROUP LLC 129 W 27TH ST - FL 7 NEW YORK, NY 10001-6206 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	A	B		N	N	31		177,617	137,616	7,098	40,001	10/15/2014	C		12/6/2019
4600002896	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180-HILLCREST II BLUE BELL, PA 19422-1977 US	EXECUTIVE COACHING SERVICES	P	B		F	N	8		214,450	119,640	39,244	94,810	1/9/2015	C		12/31/2019
4600002898	ATLANTIC TESTING LABORATORIES LTD 6431 US HIGHWAY 11 CANTON, NY 13617-3979 US	ON-CALL LABORATORY TESTING AND INSPECTION SERVICES	P	B		N	03	2		620,000	387,015	84,423	232,985	1/12/2015	C		12/31/2019
4600002899	HO PENN MACHINERY CO INC 122 NOXON RD POUGHKEEPSIE, NY 12603-2940 US	DIESEL GENERATORS INSPECTION, MAINTENANCE AND REPAIRS	S	2	8	N	N	1		250,000	158,611	74,373	91,389	1/19/2015	O	1/18/2020	
4600002900	AEIS LLC DBA ATLAS EVALUATION AND INSPECTION 801 MONTROSE AVE SOUTH PLAINFIELD, NJ 07080-1803 US	ON-CALL FAILURE ANALYSIS AND METALLURGICAL EXAMINATION AND TESTING SERVICES FOR ALL SITES	P	B		F	04	2		1,000,000	17,206	4,140	982,794	1/13/2015	C		12/31/2019
4600002901	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	ENERGY EFFICIENCY AND COPPER LED LIGHTING EQUIPMENT - CONEY ISLAND - HOLPHANE	E	B		N	N	5		1,178,111	1,005,360	0	172,751	1/21/2015	C		1/20/2019
4600002902	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FURNISH AND DELIVER LED LIGHTING EQUIPMENT - FLATBUSH BUS DEPOT	E	B		N	N	5		601,700	511,892	0	89,808	1/21/2015	C		1/20/2019
4600002903	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FURNISH AND DELIVER LED LIGHTING EQUIPMENT - WEST FARM BUS DEPOT	E	B		N	N	5		588,590	508,412	0	80,178	1/21/2015	C		1/20/2019
4600002904	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FURNISH AND DELIVER LED LIGHTING EQUIPMENT - MANHATTANVILLE BUS DEPOT	E	B		N	N	4		811,235	665,451	0	145,784	1/21/2015	C		1/20/2019
4600002905	ADAM C BOESE DBA DAYLIGHT SAVINGS CO 25 MAIN ST GOSHEN, NY 10924-2162 US	AUDIT SERVICES	A	B		N	N	31		800,000	367,198	225,855	432,802	10/15/2014	C		10/14/2019
4600002907	ENERGY & RESOURCE SOLUTIONS INC 1430 BROADWAY - STE 1609 NEW YORK, NY 10018-3422 US	AUDIT SERVICES	A	B		N	N	31		395,928	327,574	0	68,354	10/15/2014	C		12/6/2019
4600002908	CANNON DESIGN ARCHITECTURE & ENGINEERING PC 2170 WHITEHAVEN RD GRAND ISLAND, NY 14072-2025 US	AUDIT SERVICES	A	B		N	N	31		250,000	15,000	0	235,000	10/15/2014	C		10/14/2019
4600002910	EVOQUA WATER TECHNOLOGIES LLC DBA FOR EWT HOLDINGS III CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	DEMINERALIZED WATER TRAILERS	E	B		F	N	2		10,000,000	3,854,341	714,212	6,145,659	2/1/2015	O	2/7/2020	
4600002911	ACME INDUSTRIAL INC 326-328 FRONT ST STATEN ISLAND, NY 10304 US	ON-CALL GENERAL MAINTENANCE SERVICES	S	B		N	01	2		4,000,000	3,813,199	1,003,929	186,801	3/2/2015	O	3/1/2020	

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4600002912	BOILERMATIC WELDING INDUSTRIES INC 17 PECONIC AVE MEDFORD, NY 11763-3201 US	ON-CALL GENERAL MAINTENANCE SERVICES	S	B		N	N	2	1,000,000	0	0	1,000,000	3/2/2015	O	3/1/2020	
4600002913	STANTON COMMUNICATIONS INC 45 ROCKEFELLER PLZ STE 2000 NEW YORK, NY 10111-3193 US	PUBLIC OUTREACH AND CORPORATE STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	300,573	300,573	0	0	3/2/2015	C		12/31/2019
4600002914	BRAND COOL MARKETING 2300 EAST AVE - STE 1 ROCHESTER, NY 14610-2566 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	5,000	0	0	5,000	3/2/2015	C		12/31/2019
4600002916	CROWLEY WEBB AND ASSOCIATES INC 268 MAIN ST STE 400 BUFFALO, NY 14202 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	1,044,388	946,460	147,120	97,928	3/2/2015	C		12/31/2019
4600002917	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 100 JOHN L DIETSCH SQ NORTH ATTLEBORO, MA 02763-1028 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		F	N	21	5,000	0	0	5,000	3/2/2015	C		12/31/2019
4600002919	ENSIGN ENGINEERING PC 1111 CALHOUN AVE BRONX, NY 10465-1800 US	ENGINEERING SERVICES	A	B	8	N	03	9	375,000	347,256	64,481	27,744	2/2/2015	O	12/31/2020	
4600002922	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FERC PART 12 SAFETY INSPECTION	P	B		N	N	3	300,000	178,386	8,754	121,614	3/13/2015	O	3/12/2020	
4600002927	EPS TECHNOLOGY INC 29 N PLAINS INDUSTRIAL HWY - STE 12 WALLINGFORD, CT 06492-5838 US	SWITCHYARD REPAIR AND MAINTENANCE	S	B		F	N	2	5,000,000	0	0	5,000,000	4/1/2015	O	3/31/2020	
4600002930	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	P	B		N	N	15	5,000	0	0	5,000	4/1/2015	C		12/15/2019
4600002932	TCI OF NY LLC PO BOX 936 COEYMANS, NY 12045-0936 US	DISPOSAL OF OIL FILLED ELECTRICAL EQUIPMENT	S	B		N	01	6	1,250,293	1,171,981	62,078	78,312	1/1/2016	O	3/31/2020	
4600002934	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	AUDIT, DESIGN AND TURNKEY SERVICES	S	B		N	N	31	101,000,000	63,602,775	34,505,268	37,397,225	4/6/2015	O	10/14/2020	
4600002935	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22	541,326	230,523	25,135	310,803	5/26/2015	O	5/25/2020	
4600002936	THE VALLEY GROUP INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	MAINTENANCE - DYNAMIC LINE RATING SYSTEMS	P	1	8	F	N	1	5,000	0	0	5,000	4/6/2015	O	3/31/2020	
4600002937	EDM INTERNATIONAL INC 4001 AUTOMATION WAY FORT COLLINS, CO 80525-3479 US	MAINTENANCE - SAGOMETER CONDUCTORS	P	1	8	N	N	1	141,250	141,250	28,250	0	4/1/2015	O	3/31/2020	
4600002942	MICHAEL BELLANTONI INC 121 LAFAYETTE AVE WHITE PLAINS, NY 10603-1602 US	LAWN AND LANDSCAPING SERVICES	S	B		N	N	4	480,000	236,100	63,738	243,900	4/20/2015	O	5/1/2021	
4600002944	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	DESIGN ENGINEERING SERVICES	P	B		N	N	31	500,000	130,762	0	369,238	4/20/2015	C		10/14/2019
4600002945	CIRCUIT BREAKER SALES NE INC 79 MAIN ST SEYMOUR, CT 06483-3122 US	BREAKER MAINTENANCE SERVICES	S	B		F	N	3	1,000,000	165,420	37,910	834,580	5/1/2015	O	4/30/2020	
4600002946	AMERICAN ELECTRICAL TESTING CO INC 25 FORBES BLVD UNIT 1 FOXBORO, MA 02035-2873 US	SWITCHYARD REPAIR AND MAINTENANCE	S	B		F	N	2	5,000,000	1,617,484	257,604	3,382,516	4/24/2015	O	4/23/2020	

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4600002947	HAWKINS DELAFIELD & WOOD LLP 7 WORLD TRADE CENTER NEW YORK, NY 10007-2140 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12	1,800,000	1,358,135	121,530	441,865	5/26/2015	O	5/25/2020	
4600002948	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12	5,000	4,927	0	73	5/26/2015	O	5/25/2020	
4600002949	CARTER LEDYARD & MILBURN 2 WALL ST NEW YORK, NY 10005 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22	370,000	186,949	57,916	183,051	5/26/2015	O	5/25/2020	
4600002950	STINSON LEONARD STREET LLP STE 800 1775 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-4760 US	ENERGY LEGAL SERVICES	L	B		F	N	10	144,000	35,594	16,911	108,406	5/26/2015	O	5/25/2020	
4600002952	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	ENERGY LEGAL SERVICES	L	B		N	N	10	6,771,715	5,129,365	1,161,533	1,642,350	5/26/2015	O	5/25/2020	
4600002953	JACKSON LEWIS PC 1 N BROADWAY FL 15 WHITE PLAINS, NY 10601-2310 US	GENERAL LEGAL SERVICES	L	B		N	N	22	718,088	459,635	145,447	258,453	5/26/2015	O	5/25/2020	
4600002954	GIBBONS P C 1 GATEWAY CTR - STE 300 NEWARK, NJ 07102-5321 US	GENERAL LEGAL SERVICES	L	B		F	N	22	617,472	453,737	63,248	163,735	4/30/2015	O	5/25/2020	
4600002955	NIXON PEABODY LLP 50 JERICHO QUADRANGLE - STE 300 JERICHO, NY 11753-2728 US	GENERAL LEGAL SERVICES	L	B		N	N	22	55,000	18,746	0	36,254	5/26/2015	O	5/25/2020	
4600002960	BRYANT RABBINO LLP STE 610 1180 AVENUE OF THE AMERICAS NEW YORK, NY 10036-8407 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	04	12	244,480	75,669	0	168,811	5/26/2015	O	5/25/2020	
4600002963	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON-CALL ENGINEERING SERVICES	S	B		N	N	17	4,000,000	2,879,409	415,800	1,120,591	6/15/2015	C		12/31/2019
4600002966	BOND SCHOENECK & KING PLLC ATTORNEYS AT LAW 1 LINCOLN CENTER SYRACUSE, NY 13202-1355 US	ENERGY LEGAL SERVICES	L	B		N	N	10	5,000	0	0	5,000	5/27/2015	O	5/25/2020	
4600002967	PILLSBURY WINTHROP SHAW PITTMAN LLP 1200 17TH ST NW WASHINGTON, DC 20036-3006 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		F	N	22	75,000	19,232	0	55,768	5/26/2015	O	5/25/2020	
4600002968	ORRICK HERRINGTON & SUTCLIFFE LLP 51 W 52ND ST - FL 12 NEW YORK, NY 10019-6142 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12	1,408,461	1,389,888	147,921	18,573	5/26/2015	O	5/25/2020	
4600002972	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	ON-CALL GENERAL MAINTENANCE SERVICES	S	B		N	N	3	30,000,000	19,202,351	5,153,041	10,797,649	6/1/2015	O	5/31/2020	
4600002973	BARCLAY DAMON LLP 300 S STATE ST SYRACUSE, NY 13202-2024 US	ENERGY LEGAL SERVICES	L	B		N	N	10	800,000	703,989	298,139	96,011	5/26/2015	O	5/26/2020	
4600002974	BARCLAY DAMON LLP 300 S STATE ST SYRACUSE, NY 13202-2024 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22	5,000	0	0	5,000	5/26/2015	O	5/25/2020	
4600002975	BOND SCHOENECK & KING PLLC 1010 FRANKLIN AVE RM 200 GARDEN CITY, NY 11530-2900 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22	925,100	664,070	128,163	261,030	5/26/2015	O	5/25/2020	
4600002976	BLEAKLEY PLATT & SCHMIDT LLP 1 N LEXINGTON AVE WHITE PLAINS, NY 10601-1712 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22	270,000	133,231	11,961	136,769	5/26/2015	O	5/25/2020	

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4600002978	GRUNAU COMPANY INC 8302 SOUTHERN BLVD BOARDMAN, OH 44512 US	FIRE ALARM, PROTECTION SYSTEM INSPECTION AND MAINTENANCE SERVICES	S	B		F	N	1	3,000,000	973,448	182,459	2,026,552	7/15/2015	O	7/14/2020	
4600002980	NAVIGANT CONSULTING INC 30 S WACKER DR - STE 3100 CHICAGO, IL 60606-7444 US	PROFESSIONAL SERVICES FOR RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13	7,298,856	6,780,405	482,301	518,451	7/1/2015	O	6/30/2020	
4600002981	DNV GL ENERGY INSIGHTS USA INC 1400 RAVELLO DR KATY, TX 77449-5164 US	PROFESSIONAL SERVICES FOR RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13	323,168	203,968	0	119,200	7/1/2015	O	6/30/2020	
4600002982	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 27607-3960 US	PROFESSIONAL SERVICES FOR RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13	717,402	702,666	314,456	14,736	7/1/2015	O	6/30/2020	
4600002983	STANDARD SOLAR INC 1355 PICCARD DR - STE 300 ROCKVILLE, MD 20850-4336 US	FURNISH ALL DESIGN SERVICES, LABOR, MATERIAL, AND SUPERVISION TURN-KEY PV SYSTEMS FOR BOTH NEW YORK CITY AND STATEWIDE	E	B		F	N	10	5,000	0	0	5,000	6/15/2015	O	5/19/2020	
4600002984	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	CONTINUOUS EMISSION MONITORING	S	B		N	N	2	1,875,000	1,346,667	267,746	528,333	4/1/2015	O	3/31/2020	
4600002985	TURF-TEC OF WESTERN NEW YORK INC 5096 LOCKPORT RD LOCKPORT, NY 14094-9630 US	LAWN AND MEADOW MAINTENANCE SERVICES	S	B		N	03	4	260,000	193,762	54,223	66,238	7/6/2015	O	7/7/2020	
4600002987	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	SAP CONSULTING SERVICES	P	B		N	N	19	17,432,978	16,852,850	1,915,232	580,128	7/1/2015	O	6/30/2020	
4600002988	MONTANTE SOLAR DBA FOR TM MONTANTE SOLAR DEVELOP 2760 KENMORE AVE TONAWANDA, NY 14150-7707 US	FURNISH ALL DESIGN SERVICES, LABOR, MATERIAL, AND SUPERVISION TURN-KEY PV SYSTEMS FOR BOTH NEW YORK CITY AND STATEWIDE	E	B		N	N	10	5,000	0	0	5,000	7/10/2015	O	5/19/2020	
4600002989	AERY LIGHTING SUPPLY 3 WESTCHESTER PLZ STE 177 ELMSFORD, NY 10523-1609 US	FURNISH AND DELIVER LIGHTING EQUIPMENT FOR WESTCHESTER COUNTY - HELP	E	B		N	N	7	2,500,000	0	0	2,500,000	7/15/2015	O	7/14/2020	
4600002990	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	W	B		F	N	6	2,002,000	1,354,915	91,055	647,085	7/2/2015	O	7/1/2020	
4600002991	HILL INTERNATIONAL INC 1 COMMERCE SQ # 17 2005 MARKET ST PHILADELPHIA, PA 19103-1415 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	W	B		F	N	6	1,500,000	1,158,267	4,160	341,733	7/2/2015	O	6/30/2020	
4600002993	DONIA & ASSOCIATES LLC 128 NEWTON ST APT 6A BROOKLYN, NY 11222-4862 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	W	B		N	04	6	300,000	0	0	300,000	7/2/2015	O	7/1/2020	
4600002994	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	W	B		N	04	6	2,715,000	2,302,139	158,703	412,861	7/2/2015	O	7/1/2020	
4600002995	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	FURNISH AND DELIVER LIGHTING EQUIPMENT FOR WESTCHESTER COUNTY - HELP	E	B		N	N	7	2,500,000	0	0	2,500,000	7/15/2015	O	7/14/2020	
4600002997	GROM ASSOCIATES INC 1 MAIN ST FLEMINGTON, NJ 08822-1420 US	SAP CONSULTING SERVICES	W	B		F	N	19	577,711	363,116	288,125	214,595	7/1/2015	O	6/30/2020	
4600003008	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	PROVIDE INVASIVE SPECIES CONTROL TREATMENTS	S	B		N	N	4	72,730	70,065	34,245	2,665	7/14/2015	O	7/13/2020	

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4600003009	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ON-CALL ENGINEERING SERVICES	S	B			N	N	17	5,000	0	0	5,000	7/14/2015	C		12/31/2019
4600003010	C & S ENGINEERS INC 499 COL EILEEN COLLINS BLVD SYRACUSE, NY 13212-3931 US	ON-CALL ENGINEERING SERVICES	S	B			N	N	17	500,000	47,971	13,819	452,029	7/15/2015	C		12/31/2019
4600003011	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON-CALL ENGINEERING SERVICES	S	B			N	N	17	2,200,000	1,419,113	292,662	780,887	9/21/2015	C		12/31/2019
4600003012	DENTONS US LLP 1900 K STREET NW STE 1000 WASHINGTON, DC 20006-1100 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B			N	N	12	189,950	138,863	73,913	51,087	5/26/2015	O	5/25/2020	
4600003013	ALTRAN US CORP 1 ADVANTAGE CT - STE A BORDENTOWN, NJ 08505-9630 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	N	17	1,131,459	877,721	31,565	253,738	9/22/2015	C		12/31/2019
4600003014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	N	17	1,400,000	1,008,717	472,403	391,283	7/27/2015	C		12/31/2019
4600003017	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	ON-CALL ENGINEERING SERVICES	S	B			N	04	17	200,000	146,338	0	53,662	7/15/2015	C		12/31/2019
4600003018	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	ON-CALL ENGINEERING SERVICES	S	B			N	N	17	5,000	0	0	5,000	7/15/2015	C		12/31/2019
4600003020	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	FURNISH AND DELIVER LIGHTING FIXTURES FOR ASSORTED PROJECTS - HELP	E	B			N	N	1	108,190	46,384	0	61,806	7/17/2015	C		7/19/2019
4600003023	REALTIME UTILITY ENGINEERS INC 2908 MARKETPLACE DR - STE 100 FITCHBURG, WI 53719-5318 US	ON-CALL ENGINEERING SERVICES	S	B			N	N	17	1,200,000	783,827	0	416,173	7/1/2015	C		12/31/2019
4600003024	22ND CENTURY TECHNOLOGIES INC 1 EXECUTIVE DR - STE 285 SOMERSET, NJ 08873-4024 US	IT TEMPORARY PERSONNEL	W	B	8		N	N	74	350,000	158,552	0	191,448	8/1/2015	O	7/31/2020	
4600003026	ARTECH INFORMATION SYSTEMS LLC 360 MOUNT KEMBLE AVE - STE 2 MORRISTOWN, NJ 07960-6662 US	IT TEMPORARY PERSONNEL	W	B	8		N	N	74	1,409,000	1,025,524	0	383,476	8/1/2015	O	7/31/2020	
4600003027	CARLYLE CONSULTING SERVICES INC 641 LEXINGTON AVE - STE 1526 NEW YORK, NY 10022 US	IT TEMPORARY PERSONNEL	W	B	8		N	01	74	5,934,000	4,591,142	0	1,342,858	8/1/2015	O	7/31/2020	
4600003028	CLARUSTEC INC 347 PLAINFIELD AVE - STE 104 EDISON, NJ 08817-3163 US	TEMPORARY STAFFING	W	B	8		N	N	74	894,675	412,661	393,761	482,014	8/1/2015	O	7/31/2020	
4600003029	DONNELLY & MOORE CORP DBA FOR DONNELLY & MOORE INC 14 WALL ST - FL 20 NEW YORK, NY 10005-2123 US	IT TEMPORARY PERSONNEL	W	B	8		N	04	74	3,980,762	2,807,423	651,701	1,173,339	8/1/2015	O	7/31/2020	
4600003030	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	IT TEMPORARY PERSONNEL	W	B	8		N	04	74	1,772,750	1,105,772	269,463	666,978	8/1/2015	O	7/31/2020	
4600003031	GARNET RIVER LLC 60 RAILROAD PL - STE 501 SARATOGA SPRINGS, NY 12866-3048 US	IT TEMPORARY PERSONNEL	W	B	8		N	N	74	250,000	150,666	0	99,334	8/1/2015	O	7/31/2020	
4600003032	INDOTRONIX INTERNATIONAL CORP 331 MAIN ST - STE 108 POUGHKEEPSIE, NY 12601-3145 US	IT TEMPORARY PERSONNEL	W	B	8		N	04	74	480,000	232,690	0	247,310	8/1/2015	O	7/31/2020	

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4600003033	MINDLANCE INC 1095 MORRIS AVE - UNIT 101A UNION, NJ 07083-7143 US	IT TEMPORARY PERSONNEL	W	B	8	N	N	74		3,663,718	2,595,492	82,792	1,068,226	8/1/2015	O	7/31/2020	
4600003034	NEOTECRA INC 40 EXCHANGE PL - STE 1301 NEW YORK, NY 10005-2741 US	IT TEMPORARY PERSONNEL	W	B	8	N	04	74		90,000	33,600	0	56,400	8/1/2015	O	7/31/2020	
4600003035	SOFTWARE GUIDANCE & ASSISTANCE INC 200 WHITE PLAINS RD - STE 475 TARRYTOWN, NY 10591-5805 US	IT TEMPORARY PERSONNEL	W	B	8	N	N	74		2,522,236	2,173,164	0	349,072	8/1/2015	O	7/31/2020	
4600003036	TRIGYN TECHNOLOGIES INC 100 METROPLEX DR - STE 101 EDISON, NJ 08817-2684 US	IT TEMPORARY PERSONNEL	W	B	8	N	N	74		3,141,260	2,348,761	466,719	792,499	8/1/2015	O	7/31/2020	
4600003037	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	IT TEMPORARY PERSONNEL	W	B	8	N	04	74		1,060,147	878,250	32,519	181,897	8/1/2015	O	7/31/2020	
4600003038	SYSTEM EDGE (USA) LLC FL 4 555 US RTE 1 S-WOODBRIDGE TOWE ISELIN, NJ 08830 US	IT TEMPORARY PERSONNEL	W	B	8	N	N	74		20,000	0	0	20,000	8/1/2015	O	7/31/2020	
4600003039	CMA CONSULTING SERVICES DBA FOR CURRIER MCCABE & ASSOC INC 700 TROY SCHENECTADY RD LATHAM, NY 12110-2456 US	IT TEMPORARY PERSONNEL	W	B	8	N	03	74		250,000	63,690	0	186,310	8/1/2015	O	7/31/2020	
4600003041	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	CHILLER MAINTENANCE SERVICES	S	B		N	N	2		5,000,000	2,981,017	722,060	2,018,983	8/17/2015	O	8/16/2020	
4600003042	RUBY CANYON ENGINEERING INC 743 HORIZON CT - STE 385 GRAND JUNCTION, CO 81506-8741 US	VERIFICATION SERVICES OF REPORTED INVENTORY FOR CLIMATE REGISTRY	P	B		N	N	1		7,955	0	0	7,955	7/1/2015	C		12/31/2019
4600003043	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	ROOF MOUNTED PV SYSTEM NY CITY SCHOOLS PHASE II	E	B		N	N	10		1,839,680	1,087,690	102,252	751,990	9/1/2015	O	5/19/2020	
4600003044	MUNICIPAL TESTING LABORATORY INC 375 RABRO DR - PO BOX 14124 HAUPPAUGE, NY 11788-4227 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	680,922	95,705	1,319,078	9/11/2015	O	9/10/2020	
4600003045	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	SERVICES OF SPECIAL CONSULTANT	P	B		N	04	6		2,000,000	78,153	59,093	1,921,847	9/30/2015	O	9/29/2020	
4600003046	TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC 11835 QUEENS BLVD - STE 1000 FOREST HILLS, NY 11375-7200 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	832,536	540,227	1,167,464	9/30/2015	O	9/29/2020	
4600003047	ATANE ENGINEERS ARCHITECTS AND LAND SURVEYORS DPC 40 WALL ST - FL 11 NEW YORK, NY 10005-1357 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	18,299	10,463	1,981,701	9/30/2015	O	9/29/2020	
4600003049	THE CADMUS GROUP LLC 100 5TH AVE - STE 100 WALTHAM, MA 02451-8703 US	K-SOLAR PERMIT EXPEDITOR SERVICES	P	B		F	N	6		1,000,000	284,139	35,172	715,861	9/11/2015	O	9/10/2020	
4600003051	CORE FACILITY SERVICES LLC 150 E 42ND ST - RM 701 NEW YORK, NY 10017-5688 US	BUILDING ENGINEERING SERVICES	S	B		N	N	3		5,625,000	5,136,480	1,394,943	488,520	10/1/2015	O	9/30/2020	

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4600003055	FIRST INFRASTRUCTURE LLC PO BOX 286 MILL RIVER, MA 01244-0286 US	PROJECT FINANCE ADVISORY SERVICES	P	B		F	N	7	449,000	443,215	0	5,785	10/5/2015	O	10/4/2020	
4600003056	THE BRATTLE GROUP INC 44 BRATTLE ST CAMBRIDGE, MA 02138-3736 US	PROJECT FINANCE ADVISORY SERVICES	P	B		F	N	7	125,000	0	0	125,000	10/5/2015	O	10/4/2020	
4600003058	M G MCLAREN ENGINEERING AND LAND SURVEYING PC 530 CHESTNUT RIDGE RD WOODCLIFF LAKE, NJ 07677-8407 US	UNDERWATER INSPECTION SERVICES - NYPA FACILITIES	S	C		N	N	8	340,400	149,210	88,895	191,190	1/1/2016	O	12/31/2020	
4600003059	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	UNDERWATER INSPECTION SERVICES @ NYPA FACILITIES	S	C		N	01	8	2,159,600	1,900,158	681,541	259,442	1/1/2016	O	12/31/2020	
4600003060	WELLFORD PORTFOLIO MANAGEMENT LLC 110 E 42ND ST - RM 1310 NEW YORK, NY 10017-8529 US	PROJECT FINANCE ADVISORY SERVICES	P	B		N	N	7	5,000	0	0	5,000	1/12/2016	O	10/21/2020	
4600003061	OPTIMAL ENERGY INC 10600 ROUTE 116 - STE 3 HINESBURG, VT 05461-8501 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16	156,186	106,863	77,678	49,323	11/2/2015	O	11/1/2020	
4600003064	BURO HAPPOLD CONSULTING ENG PC DBA HAPPOLD CONSULTING 100 BROADWAY FL 23 NEW YORK, NY 10005-4502 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		N	N	16	7,881,743	4,354,369	2,619,450	3,527,374	11/2/2015	O	11/1/2020	
4600003066	ICF RESOURCES LLC 9300 LEE HIGHWAY FAIRFAX, VA 22031-6050 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16	916,882	738,665	177,231	178,217	11/2/2015	O	11/1/2020	
4600003067	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		N	N	16	916,882	883,978	317,360	32,904	11/2/2015	O	11/1/2020	
4600003068	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		N	N	16	5,000	0	0	5,000	11/2/2015	O	11/1/2020	
4600003070	MERCER THOMPSON LLC 191 PEACHTREE ST NE - STE 4410 ATLANTA, GA 30303-1756 US	LEGAL CONSULTING SERVICES	L	2	5	F	N	1	750,000	11,988	0	738,012	2/22/2016	O	2/21/2021	
4600003071	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	TEACHER WORKSHOPS IN SUPPORT OF K-SOLAR THROUGHOUT NYS	P	2	8	N	N	1	250,000	27,286	0	222,714	11/23/2015	C		11/22/2019
4600003073	KIVVIT DBA FOR ASGK PUBLIC STRATEGIES LLC 200 VARICK ST - STE 201 NEW YORK, NY 10014-4871 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	955,812	804,025	76,809	151,787	3/2/2015	C		12/31/2019
4600003075	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061-1612 US	RUBBISH REMOVAL	S	B		F	N	2	2,500,000	1,619,398	690,825	880,602	1/1/2016	O	12/31/2020	
4600003076	TRADEBE ENVIRONMENTAL SERVICES LLC 47 GRACEY MERIDEN, CT 06451 US	RUBBISH REMOVAL	S	B		F	N	2	2,000,000	503,780	233,105	1,496,220	1/1/2016	O	12/31/2020	
4600003077	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1 EDEN LN FLANDERS, NJ 07836-8950 US	RUBBISH REMOVAL	S	B		F	N	2	1,500,000	42,887	24,130	1,457,113	1/1/2016	O	12/31/2020	

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4600003078	CYCLE CHEM INC 201 S 1ST ST ELIZABETH, NJ 07206-1502 US	RUBBISH REMOVAL	S	B		F	N	2	1,200,000	48,197	123	1,151,803	1/1/2016	O	12/31/2020	
4600003080	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	ASSET MANAGEMENT AND RECYCLING OF ELECTRONIC EQUIPMENT	S	B		F	N	6	300,000	69,298	25,337	230,702	1/1/2016	O	12/31/2020	
4600003081	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	STATEWIDE: EMERGENCY REPAIRS AND MAINTENANCE ON ALL OF THE AUTHORITY'S ABB SF6 CIRCUIT BREAKERS	S	1	5	F	N	1	500,000	0	0	500,000	1/1/2016	O	12/31/2020	
4600003083	RUSSELL REID WASTE HAULING AND DISP MR JOHN PORTABLE SANITATION UNITS I 200 SMITH ST - PO BOX 130 KEASBEY, NJ 08832-1159 US	WASTE WATER REMOVAL AND DISPOSAL	S	B		N	N	3	1,500,000	501,400	66,722	998,600	1/4/2016	O	12/31/2020	
4600003084	BRG MACHINERY CONSULTING LLC 3241 PLANK RD NORTH GARDEN, VA 22959-2324 US	CONSULTING SERVICES	P	B		F	N	1	5,000,000	1,704,657	114,227	3,295,343	1/20/2016	O	1/19/2021	
4600003085	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	UPGRADE OF TAINTER GATES AT CRESCENT HYDRO	C	B		N	01	3	2,580,208	2,277,528	0	302,680	1/28/2016	C		3/30/2019
4600003091	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	MAXIMO CONSULTING SERVICES	P	B		N	N	7	5,000	0	0	5,000	1/20/2016	O	4/10/2021	
4600003093	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003094	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003095	DYNAMIC US INC 2900 WESTCHESTER AVE STE 207 PURCHASE, NY 10577-2551 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	20,000,000	15,192,419	3,296,853	4,807,581	9/28/2015	O	9/28/2020	
4600003096	LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003097	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003099	BAY CRANE SERVICE INC 11-02 43RD AVE LONG ISLAND CITY, NY 11101-9717 US	CRANE RENTAL WITH OPERATOR	E	B		N	N	2	4,000,000	607,454	234,486	3,392,546	1/25/2016	O	4/10/2021	
4600003100	GENCON CONSTRUCTION CO 2 MUNSELL RD MEDFORD, NY 11763-2224 US	CRANE RENTAL WITH OPERATOR	E	B		N	01	2	1,000,000	184,750	114,150	815,250	1/25/2016	O	4/10/2021	
4600003102	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	MAXIMO CONSULTING SERVICES	P	B		F	03	7	2,792,706	2,163,800	306,025	628,906	1/20/2016	O	1/21/2021	
4600003103	TOTAL RESOURCE MANAGEMENT INC 510 KING ST STE 300 ALEXANDRIA, VA 22314-3132 US	MAXIMO CONSULTING SERVICES	P	B		F	N	7	1,500,000	393,152	0	1,106,848	1/20/2016	O	1/21/2021	

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4600003104	INTERLOC SOLUTIONS INC 340 PALLADIO PKWY - STE 526 FOLSOM, CA 95630-8833 US	MAXIMO CONSULTING SERVICES	P	B		F	N	7		500,000	0	0	500,000	1/26/2016	O	1/25/2021	
4600003107	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		400,000	0	0	400,000	2/1/2016	O	1/31/2021	
4600003108	GARNET RIVER LLC 60 RAILROAD PL - STE 501 SARATOGA SPRINGS, NY 12866-3048 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		400,000	0	0	400,000	6/20/2016	O	12/31/2020	
4600003111	GOTHAM TECHNOLOGY GROUP LLC 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		400,000	0	0	400,000	2/1/2016	O	1/31/2021	
4600003113	GREYCASTLE SECURITY LLC 500 FEDERAL ST - STE 540 TROY, NY 12180-8350 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	01	40		400,000	0	0	400,000	3/14/2016	O	1/31/2021	
4600003114	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	03	40		400,000	0	0	400,000	2/1/2016	O	1/31/2021	
4600003115	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		440,000	213,587	0	226,413	6/20/2016	O	12/21/2020	
4600003117	A & A MAINTENANCE ENTERPRISE INC 965 MIDLAND AVE YONKERS, NY 10704-1027 US	JANITORIAL CLEANING SERVICES	S	B		N	N	7		6,837,660	5,064,666	1,342,064	1,772,994	1/1/2016	O	12/31/2020	
4600003118	HAGERMAN & COMPANY INC 505 SUNSET CT - PO BOX 139 MT ZION, IL 62549-1522 US	BLUECIELO MERIDIAN CONSULTING SERVICES	P	B		F	N	2		1,000,000	129,289	0	870,711	2/5/2016	C		2/4/2019
4600003119	BAC ELECTRICAL CONSTRUCTION CO INC 648 COMMERCE ST THORNWOOD, NY 10594-1328 US	ELECTRICAL CONTRACTORS	C	B	8	N	N	3		409,752	250,017	0	159,735	1/1/2016	O	12/31/2020	
4600003120	BLUECIELO ECM SOLUTIONS INC 411 EAGLEVIEW BLVD STE 109 EXTON, PA 19341-1167 US	BLUECIELO MERIDIAN CONSULTING SERVICES	P	B		F	N	2		1,000,000	0	0	1,000,000	2/5/2016	C		2/4/2019
4600003121	HEALY ELECTRIC CONTRACTING INC 4 FISHER LANE WHITE PLAINS, NY 10603 US	ELECTRICAL CONTRACTORS	C	B	8	N	N	3		1,790,248	1,004,580	514,632	785,668	1/1/2016	O	12/31/2020	
4600003122	CENTER FOR INTERNET SECURITY INC 31 TECH VALLEY DR EAST GREENBUSH, NY 12061-4134 US	CYBER SECURITY SERVICES	S	B		N	N	4		5,200,000	2,331,111	648972	2,868,889	2/12/2016	O	3/6/2021	
4600003123	BETTE & CRING LLC 18438 US ROUTE 11 WATERTOWN, NY 13601-5699 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003124	SMARTEDGE DBA FOR BUILDING CONTROLS&SERVICES 4 PEUQUET PKWY TONAWANDA, NY 14150-2413 US	EXPEDITED IMPLEMENTATION SERVICES	S	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003125	WILLDAN ENERGY SOLUTIONS INC 88 PINE ST - FL 18 NEW YORK, NY 10005 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	17,500	17,500	9,982,500	9/28/2015	O	9/28/2020	
4600003127	PRES SERVICES LLC PRES ENERGY 95 STARK ST TONAWANDA, NY 14150-1210 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	

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4600003129	ENERACTIVE SOLUTIONS LLC 700 MATTISON AVE - STE A ASBURY PARK, NJ 07712-7021 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		F	N	20	5,000,000	0	0	5,000,000	9/28/2015	O	9/28/2020	
4600003130	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	5,000,000	0	0	5,000,000	9/28/2015	O	9/28/2020	
4600003131	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	REMOVAL AND RECYCLING /DISPOSAL OF WATER AND ELECTRIC METERS	S	B		F	N	1	60,000	11,998	2,740	48,002	2/22/2016	O	12/31/2020	
4600003133	JOHN W DANFORTH CO 300 COLVIN WOODS PKWY TONAWANDA, NY 14150-6976 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	1,621,676	126,831	8,378,324	9/28/2015	O	9/28/2020	
4600003134	NRG ENERGY INC 211 CARNEGIE CTR PRINCETON, NJ 08540-6299 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		F	N	20	10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003136	VAN NESS FELDMAN LLP 1050 THOMAS JEFFERSON ST NW WASHINGTON, DC 20007-3877 US	ENERGY LEGAL SERVICES	L	B		N	N	10	3,687,242	3,332,094	487,413	355,148	5/26/2015	O	5/25/2020	
4600003137	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	F AND D LIGHTING FIXTURES	E	B		N	N	3	1,516,474	584,315	89,685	932,159	2/23/2016	O	2/20/2021	
4600003140	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	BGIS SUPPORT SERVICES	S	1	8	N	N	1	590,000	475,944	103,704	114,056	12/1/2015	O	11/30/2020	
4600003141	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		F	N	21	7,348,338	6,788,126	1,238,408	560,212	4/1/2016	O	3/31/2021	
4600003142	PRICEWATERHOUSECOOPERS ADVIS SVC DBA FOR PWC HOLDING NO 21 LLC 300 MADISON AVE NEW YORK, NY 10017-6232 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	21	200,600	190,094	190,094	10,506	4/1/2016	O	3/31/2021	
4600003143	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20	10,000,000	476,378	94,646	9,523,622	9/28/2016	O	9/28/2020	
4600003144	TURBOPROP EAST INC 836 STATE RD NORTH ADAMS, MA 01247-3027 US	AIRCRAFT MAINTENANCE	S	B	8	N	N	3	2,500,000	2,079,054	201,075	420,946	4/1/2016	O	3/31/2021	
4600003145	RUSSELL REYNOLDS ASSOCIATES INC 200 PARK AVE NEW YORK, NY 10166-0002 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	N	N	7	797,612	767,296	99,831	30,316	3/30/2016	O	3/29/2021	
4600003146	POWER ENGINEERING INC 16632 MILLIKAN AVE - STE B IRVINE, CA 92606-5008 US	SPECIALTY FIELD SUPPORT SERVICES, TESTING, ANALYSIS AND ENGINEERING SERVICES AT NYPA HYDRO GENERATING FACILITIES	P	B		F	N	3	4,790,019	4,668,991	1,076,970	121,028	5/2/2016	O	5/1/2021	
4600003148	APTIM ENVIROMENTAL & INFRASTRUCTURE INC 13 BRITISH AMERICAN BLVD LATHAM, NY 12110-1431 US	ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	10	440,000	289,342	109,056	150,658	4/25/2016	O	4/24/2021	
4600003150	THE CHAZEN COMPANIES 21 FOX ST POUGHKEEPSIE, NY 12601-4724 US	ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	10	60,000	0	0	60,000	4/4/2016	O	4/24/2021	

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4600003151	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	10		250,000	0	0	250,000	4/4/2016	O	4/24/2021	
4600003152	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	FERC PART 12 SAFETY INSPECTION	P	B		N	N	5		360,000	149,368	47,497	210,632	4/4/2016	O	4/9/2021	
4600003153	BUREAU VERITAS NORTH AMERICA INC 390 BENMAR DR - STE 100 HOUSTON, TX 77060-2922 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	N	8		900,000	296,673	39,147	603,327	3/30/2016	C		4/4/2019
4600003154	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	04	8		900,000	341,355	68,379	558,645	4/6/2015	C		4/5/2019
4600003155	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	N	8		900,000	0	0	900,000	4/6/2015	C		4/5/2019
4600003156	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	21		3,085,242	2,359,956	992,388	725,286	4/1/2016	O	3/31/2021	
4600003157	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	21		9,289,647	8,736,054	4,112,165	553,593	4/5/2016	O	3/31/2021	
4600003158	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	21		878,315	859,138	0	19,177	4/4/2016	O	3/31/2021	
4600003159	MCKINSEY & COMPANY INC WASHINGTON DC 1200 19TH ST NW STE 1100 WASHINGTON, DC 20036-2412 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		F	N	21		4,259,000	4,259,000	1,084,000	0	4/4/2016	O	3/31/2021	
4600003162	TEST PRODUCTS INC (TPI) 302 NEW MILL LN EXTON, PA 19341 US	BATTERY TESTING PROGRAM FOR ALL SITES	S	B		F	N	4		325,000	225,369	35,715	99,631	4/1/2016	O	3/31/2021	
4600003163	THE SEARCH PARTNERSHIP LLC LINDA M PAUL 1308 WASHINGTON VALLEY RD BRIDGEWATER, NJ 08807-1429 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		59,000	48,152	0	10,848	4/7/2016	C		3/31/2019
4600003164	FIREFLY ENERGY CONSULTING LLC 4227 CALCULUS DR DALLAS, TX 75244-7314 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	03	21		5,000	0	0	5,000	4/1/2016	O	3/31/2021	
4600003165	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	OSHA ANNUAL CRANE INSPECTION/CERTIFICATION SERVICES	P	B		N	N	3		775,000	479,638	246,889	295,362	4/7/2016	O	4/6/2021	
4600003167	GILBERT TWEED ASSOCIATES INC 415 MADISON AVE NEW YORK, NY 10017-1111 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	N	N	7		5,000	0	0	5,000	4/12/2016	C		3/31/2019
4600003168	ENERGEIAWORKS LLC PO BOX 567 ASBURY PARK, NJ 07712-0567 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		5,000	0	0	5,000	4/13/2016	C		3/31/2019
4600003170	KORN/FERRY INTERNATIONAL 1900 AVENUE OF THE STARS - STE 2600 LOS ANGELES, CA 90067-4507 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		5,000	0	0	5,000	4/1/2016	C		3/31/2019
4600003171	THE BURGESS GROUP - CORPORATE RECRUITERS INTERNATIONAL INC PO BOX 2224 - CHURCH ST STATION NEW YORK, NY 10101-2221 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	N	04	7		5,000	0	0	5,000	4/11/2016	C		3/31/2019

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4600003173	HITACHI MITSUBISHI HYDRO CORP TANACHI NIKKO 29-14 SHIBA 5-CHOME MINATO-KU TOKYO, 13 1080014 JP	HOME OFFICE ENGINEERING SERVICES	A	2	5	F	N	1		500,000	64,132	3,751	435,868	5/16/2016	O	3/31/2021	
4600003174	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		40,000,000	12,784,013	5,948,737	27,215,987	9/28/2015	O	9/28/2020	
4600003180	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	SAMAC SUPPORT	P	2	8	N	N	1		837,666	228,325	62,542	609,341	6/22/2016	O	6/21/2021	
4600003181	INNOTAS 111 SUTTER ST - STE 300 SAN FRANCISCO, CA 94104-4508 US	CLOUD BASED PROJECT PORTFOLIO MANAGEMENT SOLUTION	S	B		F	N	9		93,420	93,420	0	0	7/1/2016	O	6/30/2021	
4600003182	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	SAP TEMPORARY PROGRAMMING PERSONNEL	W	B	8	N	04	20		740,000	656,978	32,800	83,022	5/16/2016	C		4/30/2019
4600003185	JANUS SOFTWARE INC DBA JANUS ASSOCIATES 4 HIGH RIDGE PARK - STE 200 STAMFORD, CT 06905-1325 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	F	03	40		400,000	29,871	0	370,129	7/20/2016	O	12/31/2020	
4600003189	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		N	N	29		15,600,000	2,777,029	1,216,155	12,822,971	9/1/2016	O	8/31/2021	
4600003190	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		F	N	29		600,000	0	0	600,000	9/1/2016	O	8/31/2021	
4600003191	CAI SERVICES P C PO BOX 1124 JACKSON, MI 49204-1124 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		F	N	29		100,000	0	0	100,000	9/1/2016	O	8/31/2021	
4600003192	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		N	N	29		4,600,000	299,461	32,309	4,300,539	9/1/2016	O	8/31/2021	
4600003193	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		N	N	29		4,200,000	149,835	149,835	4,050,165	9/1/2016	O	8/31/2021	
4600003195	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	F	N	40		400,000	0	0	400,000	9/1/2016	O	12/31/2020	
4600003196	WSP USA CORP 512 7TH AVE NEW YORK, NY 10018-4603 US	A/E AND DESIGN SERVICES FOR AN EMERGENCY ENERGY CONTROL CENTER	A	B		N	N	12		787,500	726,641	102,253	60,859	8/18/2016	C		8/17/2019
4600003200	NAUTILUS CONSULTING LLC 6800 JERICHO TPKE - STE 216E SYOSSET, NY 11791-4445 US	RISK MANAGEMENT CONSULTATION SERVICES	A	B		N	N	10		2,000,000	1,031,276	45,490	968,724	8/23/2016	O	8/22/2021	
4600003201	SIGNAL PERFECTION LTD SUBSIDIARY OF AVI-SPL INC 6301 BENJAMIN RD - STE 101 TAMPA, FL 33634-5115 US	NYPA CONFERENCE ROOM AV UPGRADE	H	B		F	N	3		3,000,000	1,502,704	166,508	1,497,296	9/1/2016	C		8/31/2019
4600003202	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	BATTERIES, LIGHT BALLASTS AND LAMP RECYCLING/DISPOSAL	S	B		N	N	2		965,000	714,462	228,778	250,538	8/2/2017	O	9/30/2021	
4600003203	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4		750,000	80,730	15,621	669,270	10/1/2016	O	9/30/2021	

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4600003204	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4	1,500,000	889,548	484,546	610,452	10/1/2016	O	9/30/2021	
4600003206	ARCADIS US INC 655 3RD AVE - 12TH FL NEW YORK, NY 10017-5617 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		N	N	10	2,000,000	176,685	143,049	1,823,315	9/7/2016	O	9/6/2021	
4600003207	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		N	N	10	5,000	0	0	5,000	9/8/2016	O	9/7/2021	
4600003208	HILL INTERNATIONAL INC 1 COMMERCE SQ # 17 2005 MARKET ST PHILADELPHIA, PA 19103-1415 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	10	2,000,000	699,670	0	1,300,330	9/13/2016	O	9/12/2021	
4600003209	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4	175,000	0	0	175,000	10/1/2016	O	9/30/2021	
4600003210	DATROSE 660 BASKET RD WEBSTER, NY 14580-9782 US	TEMPORARY STAFFING	W	B		N	04	47	226,810	173,658	68,132	53,152	9/28/2016	O	9/27/2021	
4600003211	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	TEMPORARY STAFFING	W	B		N	04	47	3,105,338	1,403,538	796,301	1,701,800	9/28/2016	O	9/27/2021	
4600003212	ASR INTERNATIONAL CORP 580 OLD WILLETS PATH HAUPPAUGE, NY 11788-4106 US	TEMPORARY STAFFING	W	B		N	N	47	410,423	251,385	0	159,038	9/28/2016	O	9/27/2021	
4600003213	INFINITY CONSULTING SOLUTIONS INC 462 7TH AVE - FL 2 NEW YORK, NY 10018-7847 US	TEMPORARY STAFFING	W	B		N	N	47	5,000	0	0	5,000	9/28/2016	O	9/27/2021	
4600003214	KFORCE INC 1001 E PALM AVE TAMPA, FL 33605-3551 US	TEMPORARY STAFFING	W	B		N	N	47	5,000	0	0	5,000	9/28/2016	O	9/27/2021	
4600003215	MINDLANCE INC 1095 MORRIS AVE - UNIT 101A UNION, NJ 07083-7143 US	TEMPORARY STAFFING	W	B		F	N	47	2,353,545	1,671,482	294,242	682,063	9/28/2016	O	9/27/2021	
4600003216	REINHARD-MADISON APPROACH STAFFING DBA MADISON APPROACH STAFFING INC 45 KNOLLWOOD RD - STE 101 ELMSFORD, NY 10523-2806 US	TEMPORARY STAFFING	W	B		N	03	47	1,632,795	1,056,520	435,187	576,275	9/28/2016	O	9/27/2021	
4600003217	LANCESOFT INC 13454 SUNRISE VALLEY DR - STE 120 HERNDON, VA 20171-3278 US	TEMPORARY STAFFING	W	B		N	N	47	1,469,850	717,032	314,691	752,818	9/28/2016	O	9/27/2021	
4600003218	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	TEMPORARY STAFFING	W	B		F	N	47	2,371,000	1,399,088	396,923	971,912	9/28/2016	O	9/27/2021	
4600003219	NEXUS STAFFING INC 99 TULIP AVE - STE 105 FLORAL PARK, NY 11001-1927 US	TEMPORARY STAFFING	W	B		N	04	47	2,263,000	1,698,002	402,238	564,998	9/28/2016	O	9/27/2021	
4600003220	SOLOMON PAGE GROUP LLC 260 MADISON AVE - FL 3 NEW YORK, NY 10016-2401 US	TEMPORARY STAFFING	W	B		N	N	47	26,461	16,286	1,008	10,175	9/28/2016	O	9/27/2021	
4600003221	TTI OF USA INC 150 BROADWAY - STE 1500 NEW YORK, NY 10038-4376 US	TEMPORARY STAFFING	W	B		N	N	47	5,000	0	0	5,000	9/28/2016	O	9/27/2021	
4600003222	VTECH SOLUTION INC 1100 H ST NW - STE 450 WASHINGTON, DC 20005-5479 US	TEMPORARY STAFFING	W	B		F	N	47	908,768	482,078	255,390	426,690	9/28/2016	O	9/27/2021	

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4600003224	WISEENGINEERING LLC 3159 SCHRADER RD DOVER, NJ 07801-5735 US	TEMPORARY STAFFING	W	B		F	04	47		5,000	0	0	5,000	9/28/2016	O	9/27/2021	
4600003225	RFJ INSULATION CONTRACTOR INC 232-C ORINOCO DR BRIGHTWATERS, NY 11718 US	INSULATION	C	B		N	N	2		625,000	536,342	66,397	88,658	10/10/2016	O	10/9/2021	
4600003226	RANGAM CONSULTANTS INC 270 DAVIDSON AVE STE 103 SOMERSET, NJ 08873-4141 US	TEMPORARY STAFFING	W	B		F	04	47		85,000	42,390	42,390	42,610	9/28/2016	O	9/27/2021	
4600003227	EV CONNECT INC 615 N NASH ST - STE 203 EL SEGUNDO, CA 90245-2851 US	SUPPLY, INSTALL, SERVICE, MAINTAIN AND WARRANTY OF EVSE EQUIPMENT	C	B		F	N	4		4,000,000	1,931,360	1,313,687	2,068,640	10/3/2016	O	10/2/2021	
4600003228	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	INSTALLATION AND REMOVAL OF LIGHTING FIXTURES AT NYPA PROJECTS	S	B		N	04	3		562,500	79,553	31,871	482,947	11/1/2016	O	10/31/2020	
4600003229	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	INSTALLATION AND REMOVAL OF LIGHTING FIXTURES AT NYPA PROJECTS	E	B		N	04	3		562,500	11,676	0	550,824	11/1/2016	O	10/31/2020	
4600003231	PREDATOR PEST CONTROL INC 16042 83RD ST HOWARD BEACH, NY 11414-2945 US	PEST CONTROL SERVICES	S	B		N	N	7		175,000	47,998	15,723	127,002	10/14/2016	O	10/13/2021	
4600003232	TYNDALE CO DBA FOR TYNDALE ENTERPRISES INC 5050 APPLEBUTTER RD PIPERSVILLE, PA 18947-1808 US	FIRE RESISTANT CLOTHING FOR NYPA OPERATING PLANTS ON PURCHASE BASIS	E	B		F	N	6		4,450,000	2,716,210	2,195,872	1,733,790	11/1/2016	O	10/31/2021	
4600003233	AWS TRUEPOWER LLC 463 NEW KARNER RD ALBANY, NY 12205-3821 US	RENEWABLE WIND DEVELOPMENT ENGINEERING SUPPORT	A	B		N	N	14		500,000	100,328	0	399,672	11/1/2016	O	10/31/2021	
4600003235	C2 MARKETING LLC CARA ZAMBRI 340 BROADWAY SCHENECTADY, NY 12305-2520 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		43,300	10,770	2,150	32,530	12/1/2016	C		11/30/2019
4600003237	THINKERSDESIGN STEPHANIE TOTHILL 328 COMMERCE ST HAWTHORNE, NY 10532-1958 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		35,510	5,701	0	29,809	12/1/2016	C		11/30/2019
4600003240	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP AND DISPOSAL SERVICES	S	B		N	N	7		646,771	164,704	68,172	482,067	1/1/2017	O	2/29/2020	
4600003252	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	RENEWABLE WIND DEVELOPMENT ENGINEERING SUPPORT	P	B		F	N	14		500,000	0	0	500,000	1/2/2017	O	12/31/2021	
4600003253	DNV KEMA RENEWABLES INC 1400 RAVELLO RD KATY, TX 77449-5164 US	RENEWABLE WIND DEVELOPMENT ENGINEERING SUPPORT	P	B		F	N	14		500,000	0	0	500,000	1/2/2017	O	12/31/2021	
4600003254	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	RENEWABLE WIND DEVELOPMENT ENGINEERING SUPPORT	P	B		N	N	14		500,000	0	0	500,000	1/2/2017	O	12/31/2021	
4600003255	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		N	N	13		5,583,903	3,810,274	2,533,286	1,773,629	1/1/2017	O	12/31/2021	
4600003256	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		N	N	13		870,267	776,482	653,495	93,785	1/1/2017	O	12/31/2021	

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4600003257	THE BRATTLE GROUP INC 44 BRATTLE ST CAMBRIDGE, MA 02138-3736 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		F	N	13	613,000	571,077	0	41,923	1/1/2017	O	12/31/2021	
4600003258	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		N	N	13	80,200	65,210	25,473	14,990	1/1/2017	O	12/31/2021	
4600003259	PIVOTAL RISK ADVISORS INC 1200 SMITH ST - STE 1600 HOUSTON, TX 77002-4403 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		F	N	13	5,000	0	0	5,000	1/1/2017	O	12/31/2021	
4600003260	ESSENCE PARTNERS DBA AKASAKA ENTERPRISES 125 PARK AVE - FL 25 NEW YORK, NY 10017-5550 US	CHANGE MANAGEMENT AND CONSULTING SERVICES	P	B		N	04	15	4,053,900	2,115,518	1,069,699	1,938,382	12/22/2016	O	12/21/2021	
4600003261	AON RISK SERVICES NORTHEAST INC 199 WATER ST - FL 9 NEW YORK, NY 10038-3541 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		N	N	13	1,100,000	459,375	153,125	640,625	1/1/2017	O	12/31/2021	
4600003262	NAES CORP 13 READS WAY STE 100 NEW CASTLE, DE 19720-1609 US	PROVIDE OPERATIONS AND MAINTENANCE SERVICES	M	B		F	N	5	38,000,000	18,404,306	5,985,937	19,595,694	1/1/2017	O	12/31/2021	
4600003266	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	SKILLS ENHANCEMENT TRAINING	P	B	6	F	N	5	465,900	191,652	49,467	274,248	1/9/2017	O	1/8/2020	
4600003267	LEWIS TREE SERVICE INC 300 LUCIUS GORDON DR W HENRIETTA, NY 14586 US	RIGHT OF WAY VEGETATION MANAGEMENT	S	B		N	N	6	11,000,000	7,504,323	2,220,920	3,495,677	1/12/2017	O	12/31/2020	
4600003272	NETWORK MAPPING INC 6880 S MCCARRAN BLVD - STE 11 RENO, NV 89509-6129 US	LIDAR SURVEYING AND MAPPING SERVICES	A	B		F	N	7	2,000,000	704,099	326,942	1,295,901	2/7/2017	O	2/6/2021	
4600003273	ALLEN CHASE ENTERPRISES INC 24 COUNTY ROUTE 1A OSWEGO, NY 13126-5912 US	BARE GROUND WEED CONTROL PROJECT CLARK ENERGY CENTER	S	B		N	N	3	200,000	99,183	36,807	100,817	2/14/2017	O	2/13/2021	
4600003275	APOGEE TRANSLITE INC 593 ACORN ST DEER PARK, NY 11729-3617 US	FURNISH AND DELIVER MTA METRO NORTH: GRAND CENTRAL TERMINAL LED PLATFORM LIGHTING	E	B		N	N	6	2,582,294	934,770	934,770	1,647,524	3/13/2017	O	2/14/2020	
4600003279	NORTHEAST PROFESSIONAL ENGINEERING CONSULTANTS LLC 108 NEW PARK AVE - UNIT 3 N FRANKLIN, CT 06254-1807 US	ON-CALL CRANE AND HOIST CONSULTING SERVICES	P	B		N	N	5	1,500,000	0	0	1,500,000	3/16/2017	O	4/9/2022	
4600003280	STANTEC CONSULTING SERVICES INC 475 5TH AVE FL 12 NEW YORK, NY 10017-7239 US	ON-CALL CRANE AND HOIST CONSULTING SERVICES	P	B		N	N	5	4,000,000	1,980,226	1,653,359	2,019,774	4/10/2017	O	4/9/2022	
4600003281	DELTA ENGINEERS ARCHITECTS & LAND SURVEYORS DPC 4873 STATE ROUTE 5 VERNON, NY 13476-3530 US	ENGINEERING AND DESIGN SERVICES FOR POLLUTION PREVENTION PLAN	A	2	8	N	N	1	100,000	47,649	11,622	52,351	3/10/2017	O	3/10/2020	
4600003285	MICHAEL PAGE INTERNATIONAL INC 622 3RD AVE FL 29 NEW YORK, NY 10017-6716 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	N	35	82,000	80,100	60,300	1,900	4/1/2017	O	3/31/2022	
4600003286	FS CONSULTING LLC 6B TRIUMPH CT EAST RUTHERFORD, NJ 07073-1144 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	03	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003287	DATROSE 660 BASKET RD WEBSTER, NY 14580-9782 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	04	35	5,000	0	0	5,000	7/31/2017	O	3/31/2022	

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4600003288	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	51,000	51,000	0	0	4/1/2017	O	3/31/2022	
4600003289	BASE ONE TECHNOLOGIES INC 30 CHURCH ST STE 28 NEW ROCHELLE, NY 10801-6391 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	03	35	20,000	13,720	13,720	6,280	4/1/2017	O	3/31/2022	
4600003290	VTECH SOLUTION INC 1100 H ST NW - STE 450 WASHINGTON, DC 20005-5479 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	30,600	30,600	0	0	4/1/2017	O	3/31/2022	
4600003291	INFINITY CONSULTING SOLUTIONS INC 462 7TH AVE - FL 2 NEW YORK, NY 10018-7847 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	N	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003292	SANFORD ROSE OPPORTUNITIES CTR INC DBA SANFORD ROSE ASSOC & TECH CTR 265 S MAIN ST STE 200 AKRON, OH 44308-1223 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003293	REINHARD-MADISON APPROACH STAFFING DBA MADISON APPROACH STAFFING INC 45 KNOLLWOOD RD - STE 101 ELMSFORD, NY 10523-2806 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	03	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003294	LANCESOFT INC 13454 SUNRISE VALLEY DR - STE 120 HERNDON, VA 20171-3278 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	30,600	30,600	14,400	0	4/1/2017	O	3/31/2022	
4600003295	NEXUS STAFFING INC 99 TULIP AVE - STE 105 FLORAL PARK, NY 11001-1927 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	04	35	50,000	14,000	0	36,000	4/1/2017	O	3/31/2022	
4600003296	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	PERMANENT STAFFING SEARCH SERVICES	S	B		N	03	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003297	VACO BRIDGEWATER LLC 1140 US HIGHWAY 22 STE 302 BRIDGEWATER, NJ 08807-2958 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003298	CYNET SYSTEMS INC 43480 YUKON DR STE 202 ASHBURN, VA 20147-7332 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35	5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003299	GRIDPOINT INC 11911 FREEDOM DR STE 850 RESTON, VA 20190-6423 US	NYEM DEEP SUB-METERING	S	B	8	F	N	15	20,000,000	1,229,825	103,014	18,770,175	5/3/2017	O	5/2/2022	
4600003300	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	UTICA DISCOVERY CENTER PROJECT	A	B		N	N	12	800,000	728,902	98,575	71,098	4/3/2017	O	4/2/2020	
4600003301	TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC 11835 QUEENS BLVD - STE 1000 FOREST HILLS, NY 11375-7200 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	N	11	342,000	5,452	3,413	336,548	5/30/2017	O	5/29/2020	
4600003302	ATLANTIC TESTING LABORATORIES LTD 6431 US HIGHWAY 11 CANTON, NY 13617-3979 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	03	11	700,000	387,902	255,045	312,098	6/6/2017	O	6/5/2020	
4600003303	CME ASSOCIATES INC 403 E TAFT RD NORTH SYRACUSE, NY 13212-3734 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	03	11	342,000	0	0	342,000	6/23/2017	O	6/8/2020	

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4600003304	MUNICIPAL TESTING LABORATORY INC 375 RABRO DR - PO BOX 14124 HAUPPAUGE, NY 11788-4227 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B			N	N	11	342,000	0	0	342,000	6/15/2017	O	6/14/2020	
4600003305	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B			N	04	11	342,000	0	0	342,000	6/23/2017	O	6/22/2020	
4600003306	ADVANCE TESTING CO INC PO BOX 15124 CAMPBELL HALL, NY 10916 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B			N	N	11	342,000	0	0	342,000	6/23/2017	O	6/22/2020	
4600003307	ENCORUS GROUP ENGINEERING PC 23 MECHANIC ST - PO BOX 344 SPRINGVILLE, NY 14141-0344 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B			N	02	11	342,000	47,376	3,723	294,624	6/23/2017	O	6/22/2020	
4600003308	ACE ELEVATOR INSPECTION CORP PO BOX 1046 N TONAWANDA, NY 14120-2915 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B			N	N	11	342,000	0	0	342,000	6/26/2017	O	6/25/2020	
4600003311	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK RESEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	CRANE AND HOIST ON-CALL MAINTENANCE AND REPAIR SERVICES	S	B			F	N	4	4,750,000	3,472,557	3,044,281	1,277,443	5/3/2017	O	5/2/2022	
4600003312	PIEDMONT HOIST & CRANE INC #345 789 PRE-EMPTION RD - PO BOX 41 GENEVA, NY 14456-2069 US	CRANE AND HOIST ON-CALL MAINTENANCE AND REPAIR SERVICES	S	B			N	N	4	750,000	44,144	44,144	705,856	5/3/2017	O	5/2/2022	
4600003314	PLANVIEW DELAWARE LLC 12301 RESEARCH BLVD STE 101 BLDG V AUSTIN, TX 78759-2369 US	CLOUD BASED PROJECT PORTFOLIO MANAGEMENT SOLUTION	S	B			F	N	9	406,580	277,872	124,802	128,708	5/15/2017	O	6/30/2021	
4600003316	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	VEGETATION INVENTORY SERVICES FOR THE BLENHEIM GILBOA PROJECT	P	B			N	N	6	1,500,000	609,537	235,641	890,463	6/1/2017	O	5/31/2021	
4600003319	COGNIZANT TECHNOLOGY SOLUTIONS U S CORP 211 QUALITY CIR COLLEGE STATION, TX 77845-4470 US	IT CO SOURCING SERVICES	P	B			F	N	39	5,500,000	3,049,139	2,355,774	2,450,861	6/7/2017	O	6/6/2022	
4600003320	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	IT CO SOURCING SERVICES	P	B			N	N	39	9,191,948	5,828,381	4,859,040	3,363,567	6/14/2017	O	7/2/2022	
4600003321	DELOITTE CONSULTING LLP 30 ROCKEFELLER PLAZA NEW YORK, NY 10112-0015 US	IT CO SOURCING SERVICES	P	B			N	N	39	11,900,449	7,327,997	5,829,773	4,572,452	6/14/2017	O	6/20/2022	
4600003322	BERNIER CARR & ASSOCIATES ENGINEERS ARCHITECTS AND LAND SURVEYORS PC 327 MULLIN ST WATERTOWN, NY 13601-3686 US	CONSTRUCTION, MANAGEMENT, INSPECTION AND DESIGN SERVICES FOR ENVIRONMENTAL, RECREATIONAL AND SHORELINE IMPROVEMENTS	P	B			N	N	1	1,700,000	660,736	341,413	1,039,264	7/1/2017	O	6/30/2022	
4600003327	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	DFR/PMU NETWORK EQUIPMENT	H	B	7		N	04	3	522,841	522,841	0	0	7/17/2017	C		7/16/2019
4600003328	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	VISITOR CENTER MAINTENANCE	S	2	8		N	N	1	448,167	406,436	132,815	41,731	1/1/2017	C		12/31/2019
4600003329	UTILITY SYSTEMS INC DBA FOR MAGNETIC INSTRUMENTATION 8431 CASTLEWOOD DR INDIANAPOLIS, IN 46250-1534 US	DFR/PMU EQUIPMENT	E	B	8		N	N	1	865,870	844,957	21,278	20,913	7/24/2017	O	7/23/2022	

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4600003334	JGB ENTERPRISES INC BOX 8000 DEPARTMENT 921 BUFFALO, NY 14267-0001 US	FURNISH AND DELIVER AIR COMPRESSOR MOTORS FOR NEW YORK CITY TRANSIT'S SIGNAL DEPARTMENT	E	B		N	N	4		475,678	253,660	0	222,018	8/4/2017	C		12/12/2019
4600003335	ACADIA ENERGY CORPORATION #1A 2765 BUFFALO RD ROCHESTER, NY 14624-1319 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003336	ADVANCED MICROGRID SOLUTIONS INC STE 200 25 STILLMAN STREET SAN FRANCISCO, CA 94107-1379 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003337	AMERESCO INC 111 SPEEN ST STE 410 FRAMINGHAM, MA 01701-2090 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003338	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003339	CONTI ENTERPRISES INC 2045 LINCOLN HIGHWAY EDISON, NJ 08817-3334 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003341	DEMAND ENERGY NETWORKS INC 24001 E MISSION AVE STE 102 LIBERTY LAKE, WA 99019-0685 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003342	DYNAMIC US INC 2900 WESTCHESTER AVE STE 207 PURCHASE, NY 10577-2551 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003343	EDF RENEWABLES DISTRIBUTED SOLUTIONS INC 5 COMMERCE AVE WEST LEBANON, NH 03784-1675 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003344	HESP SOLAR LLC STE 160 400 RELLA BLVD SUFFERN, NY 10901-8113 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003346	J R CONKEY & ASSOCIATES INC SOLAR POWER INTEGRATORS 735 SUNRISE AVE STE 200 ROSEVILLE, CA 95661-4596 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003347	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003348	LOCKHEED MARTIN CORPORATION 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 75051-2704 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003349	MOOSE POWER INC 307-304 DUPONT ST TORONTO, ON M5R 1V9 CA	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003350	NAMASTE SOLAR ELECTRIC INC DBA NAMASTE SOLAR 122 MAIN STREET NEW PALTZ, NY 12561-1525 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003351	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	04	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	

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4600003352	SMARTEDGE DBA FOR BUILDING CONTROLS & SERVICES 4 PEUQUET PKWY TONAWANDA, NY 14150-2413 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003353	SOL SYSTEMS LLC LOWR 2 1101 CONNECTICUT AVE NW WASHINGTON, DC 20036-4330 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003354	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003355	SOLARCITY CORP TESLA ENERGY 3055 CLEARVIEW WAY SAN MATEO, CA 94402-3709 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003356	STEM INC 100 ROLLINS ROAD MILLBRAE, CA 94030-3115 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003357	THE RYAN COMPANY INC STE 1200 5445 DTC PARKWAY GREENWOOD VILLAGE, CO 80111-3090 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003358	UGE USA INC STE 1103 330 W 38TH STREET NEW YORK, NY 10018-8446 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003359	VIRIDITY ENERGY SOLUTIONS INC 1801 MARKET ST PHILADELPHIA, PA 19103-1628 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003361	DIRECT ENERGY BUSINESS MARKETING LLC 194 WOOD AVE S - FL 2 ISELIN, NJ 08830-2710 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003363	CORE ENVIRONMENTAL CONSULTANTS INC 2312 WEHRLE DR BUFFALO, NY 14221-7021 US	PROVIDE SAMPLINGS AND ANALYSIS FOR THE AUTHORITY'S SITES	S	B		N	03	2		750,000	208,213	118,673	541,787	10/1/2017	O	9/30/2022	
4600003364	BLACK & VEATCH NEW YORK LLP 11401 LAMAR AVE OVERLAND PARK, KS 66211-1508 US	RENEWABLE SOLAR DEVELOPMENT ENGINEERING SUPPORT	P	B		N	N	16		500,000	10,284	0	489,716	8/31/2017	O	8/30/2022	
4600003365	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	RENEWABLE SOLAR DEVELOPMENT ENGINEERING SUPPORT	P	B		F	N	16		500,000	0	0	500,000	12/15/2017	O	8/30/2022	
4600003366	DNV KEMA RENEWABLES INC 1400 RAVELLO RD KATY, TX 77449-5164 US	RENEWABLE SOLAR DEVELOPMENT ENGINEERING SUPPORT	P	B		F	N	16		500,000	16,700	0	483,300	11/13/2017	O	8/30/2022	
4600003367	CORPORATE COUNSELING ASSOCIATES INC 475 PARK AVE S - FL 8 NEW YORK, NY 10016 US	EMPLOYEE ASSISTANCE PROGRAM SERVICES FOR NYPA AND CANALS EMPLOYEES	P	B		N	N	4		250,000	93,150	41,400	156,850	9/1/2017	O	8/31/2022	
4600003372	RTDS TECHNOLOGIES INC 100-150 INNOVATION DR WINNIPEG, MB R3T 2E1 CA	FURNISH, DELIVER, INSTALL, AND COMMISSION SIMULATORS FOR AGILE THAT WOULD PROVIDE MVSS AND ALLOW FOR FUTURE EXPANSION	E	B		F	N	2		4,000,000	2,015,900	472,100	1,984,100	9/11/2017	O	9/10/2022	

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4600003373	OPAL-RT TECHNOLOGIES INC 1751 RICHARDSON - STE 2525 MONTREAL, QC H3K 1G6 CA	FURNISH, DELIVER, INSTALL, AND COMMISSION SIMULATORS FOR AGILE THAT WOULD PROVIDE MVSS AND ALLOW FOR FUTURE EXPANSION	E	B		F	N	2		4,000,000	1,185,534	122,531	2,814,466	9/29/2017	O	9/28/2022	
4600003374	GENERAL ELECTRIC INTERNATIONAL INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	LONG TERM SERVICE AND EXTENDED PARTS AGREEMENT	M	B		F	N	3		131,000,000	19,532,120	7,093,506	111,467,880	9/27/2017	O	9/27/2041	
4600003376	KJR CONSULTING LLC 1239 EDGELL RD STE LL FRAMINGHAM, MA 01701-3064 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		F	N	11		196,600	87,608	48,804	108,992	10/12/2017	O	10/11/2020	
4600003377	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	ON-CALL ENGINEERING SERVICES	A	B		N	N	17		400,000	296,836	0	103,164	10/4/2017	C		12/31/2019
4600003379	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	BREAKER MAINTENANCE AND REPAIR	S	B		F	N	3		4,500,000	1,882,856	1,145,689	2,617,144	11/20/2017	O	11/19/2022	
4600003380	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	BREAKER MAINTENANCE AND REPAIR	S	B		F	N	3		500,000	20,326	14,380	479,674	11/1/2017	O	10/31/2022	
4600003381	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		N	N	11		105,000	9,800	0	95,200	10/12/2017	O	10/11/2020	
4600003382	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		F	N	11		103,000	0	0	103,000	10/12/2017	O	10/11/2020	
4600003383	KJR CONSULTING LLC 1239 EDGELL RD STE LL FRAMINGHAM, MA 01701-3064 US	BUILD TALENT AND LEARN	P	B		F	N	15		182,600	54,100	33,452	128,500	11/1/2017	O	10/31/2020	
4600003384	R G VANDERWEIL ENGINEERS PC 274 SUMMER ST BOSTON, MA 02210-1136 US	DESIGN SERVICES FOR UNIVERSITY OF ALBANY COMBINED HEAT AND POWER PROJECT (CHP)	P	B		F	N	8		1,800,000	250,090	61,706	1,549,910	12/13/2017	C		12/13/2019
4600003385	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	BUILD TALENT AND LEARN	P	B		N	N	15		106,400	50,019	16,054	56,381	11/1/2017	O	10/31/2020	
4600003386	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	BUILD TALENT AND LEARN	P	B		F	N	15		44,000	0	0	44,000	11/1/2017	O	10/31/2020	
4600003387	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	28		11,501,134	1,403,159	857,359	10,097,975	12/22/2017	O	10/31/2022	
4600003388	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		N	N	28		4,340,017	2,678,752	1,743,015	1,661,265	11/1/2017	O	10/31/2022	
4600003389	INDIGO ADVISORY GROUP LLC DBA FOR DAVID GROARKE 6537 MAURICE AVE APT 1 WOODSIDE, NY 11377-5801 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		N	N	28		2,140,273	1,280,989	1,031,951	859,284	11/1/2017	O	10/31/2022	
4600003391	GP STRATEGIES CORP 11000 BROKEN LAND PKWY STE 200 COLUMBIA, MD 21044-3555 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	28		5,000	0	0	5,000	11/1/2017	O	10/31/2022	
4600003392	MARS DISCOVERY DISTRICT 101 COLLEGE ST - STE 401 TORONTO, ON M5G 1L7 CA	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	28		1,194,000	425,967	420,967	768,033	11/1/2017	O	10/31/2022	

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4600003393	KJR CONSULTING LLC 1239 EDGELL RD STE LL FRAMINGHAM, MA 01701-3064 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		F	N	15		5,000	0	0	5,000	11/1/2017	O	10/31/2020	
4600003394	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		F	N	15		5,000	0	0	5,000	11/1/2017	O	10/31/2020	
4600003395	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		17,100	11,949	3,191	5,151	11/1/2017	O	10/31/2020	
4600003396	CAITLIN DRAGO INSPIRE IMPROV AND COACHING 1809 WAYNEPORT RD MACEDON, NY 14502-9112 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	03	15		10,500	7,000	0	3,500	11/1/2017	O	10/31/2020	
4600003397	IGNITION COACHING LLC DBA FOR KULVINDER KAUR JASWAL PO BOX 634 RYE, NY 10580-0634 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		259,700	179,360	149,400	80,340	11/1/2017	O	10/31/2020	
4600003398	DALE CARNEGIE & ASSOCIATES INC NYC 780 3RD AVE BSMT C1 NEW YORK, NY 10017-2043 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		121,850	43,518	30,050	78,332	2/1/2018	O	1/31/2021	
4600003399	TURNER AND TOWNSEND INC 11 EAST 26TH ST FL 5 NEW YORK, NY 10010 US	ASSET MANAGEMENT SUPPORT SERVICES	P	B		N	N	9		3,107,428	2,149,359	1,074,428	958,069	11/1/2017	O	10/31/2022	
4600003400	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	ASSET MANAGEMENT SUPPORT SERVICES	P	B		N	N	9		2,000,000	0	0	2,000,000	11/1/2017	O	10/31/2022	
4600003401	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	ASSET MANAGEMENT SUPPORT SERVICES	P	B		F	N	9		3,000,000	0	0	3,000,000	11/1/2017	O	10/31/2022	
4600003403	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	ASSET MANAGEMENT SUPPORT SERVICES	P	B		N	N	9		3,000,000	0	0	3,000,000	12/20/2017	O	10/31/2022	
4600003404	ROYAL DIAMOND CONSTRUCTION CORP 1 HIGHLAND DR CORTLANDT MANOR, NY 10567-2609 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B		N	03	3		2,000,000	648,656	329,021	1,351,344	12/1/2017	O	11/30/2022	
4600003405	IEM ENERGY CONSULTANTS LLC 5200 BIRCHWOOD CT NW ALEXANDRIA, MN 56308-8071 US	CONSULTING SERVICES	P	2		F	N	1		550,000	121,359	67,595	428,641	11/14/2017	O	11/22/2020	
4600003407	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B		N	N	3		2,000,000	32,038	0	1,967,962	12/1/2017	O	11/30/2022	
4600003408	SCULLY CONSTRUCTION LLC 141 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B		N	N	3		5,000,000	3,997,242	2,372,709	1,002,758	12/1/2017	O	11/30/2022	
4600003412	MIRATECH KNOXVILLE LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	CO CATALYST WASH AND REFURBISHMENT	S	B		F	N	3		2,000,000	66,724	65,910	1,933,276	12/15/2017	O	12/14/2022	
4600003413	TALISEN TECHNOLOGIES INC 12655 OLIVE BLVD - STE 500 SAINT LOUIS, MO 63141-6362 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		N	04	28		1,804,488	243,664	137,218	1,560,824	12/8/2017	O	10/31/2022	
4600003414	WSP USA CORP DBA WSP SELLS 1 COLUMBIA CIR ALBANY, NY 12203-6383 US	PHOTOGRAMMETRIC SERVICES NEW YORK STATEWIDE	P	B		N	N	2		2,000,000	0	0	2,000,000	1/23/2018	O	1/22/2023	

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4600003415	FISHER ASSOCIATES PE LS LA DPC 180 CHARLOTTE ST ROCHESTER, NY 14607-1331 US	REGIONAL SURVEYING AND MAPPING SERVICES NEW YORK STATEWIDE	P	B		N	N	19		5,813,667	3,008,439	2,826,571	2,805,228	12/19/2017	O	12/18/2022	
4600003417	CT MALE ASSOC ENGINEERING SURVEY ARCHITECT & LANDSCAPE ARCHITECT DPC 50 CENTURY HILL DR LATHAM, NY 12110-0727 US	REGIONAL SURVEYING AND MAPPING SERVICES NEW YORK STATEWIDE	P	B		N	N	19		3,166,667	446,814	71,995	2,719,853	12/19/2017	O	12/18/2022	
4600003420	GEOD CORP 24 KANOUSE ROAD NEWFOUNDLAND, NJ 07435-1510 US	REGIONAL SURVEYING AND MAPPING SERVICES NEW YORK STATEWIDE	A	B		N	N	19		2,894,667	75,273	42,361	2,819,394	12/12/2017	O	12/11/2022	
4600003421	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	ENERGY EFFICIENCY LIGHTING	E	B		N	N	8		7,000,000	1,008,240	995,581	5,991,760	12/18/2017	O	12/16/2020	
4600003423	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROGRAM PROJECT MANAGEMENT	A	B		N	N	14		16,870,000	11,442,881	8,091,242	5,427,119	12/19/2017	O	12/31/2022	
4600003424	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	POLYCOM EQUIPMENT MAINTENANCE SERVICES	S	B		N	N	3		848,435	516,102	0	332,333	1/1/2018	O	12/31/2020	
4600003425	K & A ENGINEERING CONSULTING PC 445 HAMILTON AVE STE 406 WHITE PLAINS, NY 10601-1825 US	PROGRAM PROJECT MANAGEMENT	A	B		N	04	14		19,429,999	10,178,922	6,206,120	9,251,077	1/1/2018	O	12/31/2022	
4600003426	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	PROGRAM PROJECT MANAGEMENT	A	B		N	N	14		3,700,000	561,164	561,164	3,138,836	12/19/2017	O	12/31/2022	
4600003427	ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI 1 GUSTAVE L LEVY PL # 1057 NEW YORK, NY 10029-6504 US	OCCUPATIONAL HEALTH AND MEDICAL CONSULTATION SERVICES	P	B		N	N	2		455,875	80,592	80,592	375,283	12/19/2017	O	12/31/2022	
4600003428	UNLIMITED TECHNOLOGY INC 20 SENN DR CHESTER SPRINGS, PA 19425-9539 US	SECURITY MAINTENANCE SERVICES - MULTIPLE SITES	S	B		N	N	4		1,750,000	736,283	396,458	1,013,717	1/1/2018	O	12/31/2022	
4600003429	HKA GLOBAL INC 2005 MARKET ST STE 820 PHILADELPHIA, PA 19103-7005 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	10		1,000,000	216,478	44,357	783,522	12/26/2017	O	9/12/2021	
4600003430	NORTHEAST PROFESSIONAL ENGINEERING CONSULTANTS LLC 108 NEW PARK AVE - UNIT 3 N FRANKLIN, CT 06254-1807 US	ON-CALL CRANE TECHNICAL CONSULTING SERVICES FOR CENTRAL AREAS AND TRANSMISSION DIVISION	A	B		F	N	4		2,750,000	0	0	2,750,000	1/2/2018	O	12/31/2022	
4600003431	STANTEC CONSULTING SERVICES INC 475 5TH AVE FL 12 NEW YORK, NY 10017-7239 US	ON-CALL CRANE TECHNICAL CONSULTING SERVICES FOR CENTRAL, AREAS AND TRANSMISSION DIVISION	A	B		N	N	4		2,750,000	77,735	77,735	2,672,265	1/2/2018	O	12/31/2022	
4600003432	HONEYWELL INTERNATIONAL INC 14 COLUMBIA CIRCLE STE 103 ALBANY, NY 12203-5162 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	E	B		N	N	30		24,000,000	0	0	24,000,000	2/15/2018	O	2/14/2023	
4600003433	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		F	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003435	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		N	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	

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4600003436	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		F	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003441	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		N	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003442	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		N	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003443	NORESCO LLC 1 RESEARCH DR STE 400C WESTBOROUGH, MA 01581-3963 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		F	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003444	ENERGY SYSTEMS GROUP LLC SUBSIDIARY OF VECTREN ENERGY SERV 9877 EASTGATE CT NEWBURGH, IN 47630-9366 US	ENERGY SAVINGS PERFORMANCE CONTRACTING	C	B		N	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	
4600003445	ACCENTURE LLP 111 WASHINGTON ST ALBANY, NY 12210-2209 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		N	N	28		13,488,664	6,787,335	5,949,838	6,701,329	1/29/2018	O	10/31/2022	
4600003446	LOCKHEED MARTIN CORPORATION 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 75051-2704 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	28		5,000	0	0	5,000	1/29/2018	O	10/31/2022	
4600003449	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		N	N	28		1,804,488	79,204	79,204	1,725,284	2/10/2018	O	10/31/2022	
4600003450	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ASSET MANAGEMENT SUPPORT SERVICES	P	B		F	N	9		3,000,000	152,087	152,087	2,847,913	2/19/2018	O	10/31/2022	
4600003451	CABLETIME 100 VALLEY ROAD MOUNT ARLINGTON, NJ 07856-1324 US	DIGITAL SIGNAGE FOR COMMUNICATIONS	E	B		F	N	4		1,025,606	578,018	71,822	447,588	3/13/2018	O	3/12/2022	
4600003452	SIGNIFY NORTH AMERICA CORPORATION 200 FRANKLIN SQUARE DR SOMERSET, NJ 08873-4186 US	ENERGY EFFICIENCY FOR STREET LIGHTING PROJECTS THROUGH OUT NEW YORK STATE	E	B		F	N	12		6,500,000	2,493,595	20,993	4,006,405	3/1/2018	O	3/20/2020	
4600003453	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	INTERNAL CO-SOURCING SERVICES	P	C		N	N	8		7,400,000	3,018,737	2,094,540	4,381,263	5/1/2018	O	4/30/2023	
4600003454	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - SMARTNET	S	B	8	N	N	2		2,843,273	2,553,045	175,611	290,228	1/1/2018	O	12/31/2022	
4600003455	CDW COMPUTER CENTER INC CDW GOV'T SALES TWO ENTERPRISE DR - STE 404 SHELTON, CT 06484 US	CINEMASSIVE EQUIPMENT	E	B		N	N	3		3,750,000	3,360,326	3,325,510	389,674	2/27/2018	O	2/26/2021	
4600003456	GEXPRO DBA FOR REXEL USA INC 30 CORPORATE CIR STE 200 ALBANY, NY 12203-5149 US	ENERGY EFFICIENCY FOR STREET LIGHTING PROJECTS THROUGH OUT NEW YORK STATE	E	B		N	N	12		3,500,000	62,382	3,058	3,437,618	3/19/2018	O	3/18/2020	
4600003457	AMERESCO INC 50 FRONT ST STE 201 NEWBURGH, NY 12550-5685 US	ESPC PERFORMANCE CONTRACTING	E	B		N	N	30		22,000,000	0	0	22,000,000	2/15/2018	O	2/14/2023	

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4600003459	C3 IOT INC 1300 SEAPORT BLVD STE 500 REDWOOD CITY, CA 94063-5592 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	E	B		F	N	28	9,500,000	6,117,711	854,923	3,382,289	3/30/2018	O	3/29/2023	
4600003460	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	DRAFTING DESIGN SUPPORT	W	B	8	F	N	11	500,000	62,769	22,233	437,231	4/1/2018	O	3/31/2023	
4600003462	AEROTEK INC 757 3RD AVE - STE 201 NEW YORK, NY 10017 US	DRAFTING DESIGN SUPPORT	W	B	8	N	N	11	500,000	21,206	14,467	478,794	4/6/2018	O	3/31/2023	
4600003465	CANON SOLUTIONS AMERICA INC 1 CANON PRK MELVILLE, NY 11747-3036 US	MANAGED PRINT SERVICES	E	C		F	N	3	3,984,833	816,103	816,103	3,168,730	5/1/2018	O	4/30/2022	
4600003472	ROTATOR STAFFING SERVICES INC 25 KENNEDY BLVD E BRUNSWICK, NJ 08816-1259 US	DRAFTING DESIGN SUPPORT	W	B	8	F	N	11	400,000	0	0	400,000	5/1/2018	O	3/31/2023	
4600003473	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	LICENSING AND ENVIRONMENTAL ON-CALL	P	B		N	N	7	2,475,000	0	0	2,475,000	5/2/2018	O	5/31/2023	
4600003474	LEHIGH G I T INC 700 VETERANS MEMORIAL HWY STE 214 HAUPPAUGE, NY 11788-2969 US	DRAFTING DESIGN SUPPORT	W	B	8	N	N	11	1,200,000	528,794	451,995	671,206	5/7/2018	O	3/31/2023	
4600003475	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	DRAFTING DESIGN SUPPORT	W	B	8	N	N	11	200,000	0	0	200,000	5/7/2018	O	3/31/2023	
4600003476	THE DAY & ZIMMERMANN GROUP INC STARPOINT SOLUTIONS LLC A YOH COMP 1500 SPRING GARDEN ST PHILADELPHIA, PA 19130 US	DRAFTING DESIGN SUPPORT	W	B	8	N	N	11	200,000	0	0	200,000	5/7/2018	O	3/31/2023	
4600003477	A-LINE E D S INC 808 DEARBORN AVE WATERLOO, IA 50703-5449 US	TRANSPORT AND DISPOSAL OF OIL FILLED EQUIPMENT	S	B		F	N	3	2,500,000	0	0	2,500,000	5/1/2018	O	3/31/2023	
4600003478	TCI OF NY LLC PO BOX 936 COEYMANS, NY 12045-0936 US	TRANSPORT AND DISPOSAL OF OIL FILLED EQUIPMENT	S	B		N	01	3	2,500,000	1,115	1,115	2,498,885	5/1/2018	O	3/31/2023	
4600003483	CARASOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	IDENTITY AND ACCESS MANAGEMENT SOFTWARE AND INTEGRATION SERVICES	P	B		F	N	7	1,838,197	1,551,814	1,551,814	286,383	5/21/2018	O	5/20/2023	
4600003484	GRAINGER DBA FOR W W GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	MRO INDUSTRIAL SUPPLIES STATEWIDE	E	B		F	N	4	25,000,000	2,340,754	2,047,005	22,659,246	9/28/2018	O	9/27/2021	
4600003486	IMPERIA ENGINEERING PARTNERS LLC 2 ADVANTAGE COURT FL 2 BORDENTOWN, NJ 08505 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	17	1,000,000	359,451	95,987	640,549	6/12/2018	C		12/31/2019
4600003487	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	LICENSING AND ENVIRONMENTAL PROTECTION/HABITAT IMPROVEMENT PERMITTING, DESIGN, AND IMPLEMENTATION SERVICES	A	B		F	N	7	2,475,000	677,621	493,400	1,797,379	6/14/2018	O	5/31/2023	
4600003489	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	LICENSING AND ENVIRONMENTAL PROTECTION/HABITAT IMPROVEMENT PERMITTING, DESIGN, AND IMPLEMENTATION SERVICES	A	B		N	N	7	2,475,000	658,956	567,884	1,816,044	6/1/2018	O	5/31/2023	

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4600003490	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		N	N	14		2,200,000	63,296	63,296	2,136,704	6/14/2018	O	5/31/2023	
4600003491	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	LICENSING AND ENVIRONMENTAL PROTECTION/HABITAT IMPROVEMENT PERMITTING, DESIGN, AND IMPLEMENTATION SERVICES	A	B		N	N	7		2,475,000	41,957	41,957	2,433,043	6/14/2018	O	5/31/2023	
4600003492	ENERGY INITIATIVES GROUP LLC 29 BARTLETT ST MARLBOROUGH, MA 01752-3014 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		N	N	14		6,500,000	384,845	329,042	6,115,155	6/14/2018	O	5/31/2023	
4600003493	LEIDOS ENGINEERING LLC 11951 FREEDOM DR RESTON, VA 20190-5640 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		N	N	14		100,000	0	0	100,000	6/14/2018	O	5/31/2023	
4600003495	MOTT MACDONALD LLC DBA FOR MOTT MACDONALD INC 101 STATION DR STE 130 WESTWOOD, MA 02090-2392 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		F	N	14		500,000	103,681	52,459	396,319	7/3/2018	O	5/31/2023	
4600003497	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		F	N	14		100,000	0	0	100,000	7/5/2018	O	5/31/2023	
4600003498	BARD COLLEGE PO BOX 5000 ANNANDALE ON HUDSON, NY 12504-5000 US	ON SITE MBA PROGRAM	P	B		N	N	10		2,500,000	432,975	432,975	2,067,025	7/27/2018	O	7/26/2023	
4600003499	ARCADIS US INC 655 3RD AVE - 12TH FL NEW YORK, NY 10017-5617 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B		N	N	12		850,000	369,236	369,236	480,764	8/27/2018	O	8/26/2023	
4600003500	TURNER AND TOWNSEND INC 11 EAST 26TH ST FL 5 NEW YORK, NY 10010 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B		N	N	12		750,000	68,969	68,969	681,031	8/27/2018	O	8/26/2023	
4600003501	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	LICENSING AND ENVIRONMENTAL PROTECTION/HABITAT IMPROVEMENT PERMITTING, DESIGN, AND IMPLEMENTATION SERVICES	A	B		N	N	7		2,475,000	129,880	118,338	2,345,120	7/27/2018	O	5/31/2023	
4600003502	SARGENT & LUNDY LLC 55 E MONROE ST CHICAGO, IL 60603 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		N	N	14		100,000	0	0	100,000	7/30/2018	O	5/31/2023	
4600003507	TOLL INTERNATIONAL LLC 210 W 94TH ST STE 7E NEW YORK, NY 10025-6963 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B		N	04	12		750,000	446,539	446,539	303,461	8/27/2018	O	8/26/2023	
4600003509	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B		N	N	12		650,000	0	0	650,000	8/27/2018	O	8/26/2023	
4600003511	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	13,526	13,526	861,474	10/1/2018	O	9/30/2023	
4600003512	LU ENGINEERS 339 EAST AVE STE 202 ROCHESTER, NY 14604-2615 US	ASBESTOS AND LEAD TESTING SERVICES	A	B		N	04	11		875,000	0	0	875,000	10/1/2018	O	9/30/2023	

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4600003513	AIRTEK ENVIRONMENTAL CORP 39-37 29TH ST LONG ISLAND CITY, NY 11101 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	3,725	3,725	871,275	10/1/2018	O	9/30/2023	
4600003514	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	13,827	13,827	861,173	10/1/2018	O	9/30/2023	
4600003515	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	167,961	167,961	707,039	10/1/2018	O	9/30/2023	
4600003516	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	153,974	153,974	721,026	10/1/2018	O	9/30/2023	
4600003517	KAM CONSULTANTS CORP 35-40 36TH ST LONG ISLAND CITY, NY 11106 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	14,314	14,314	860,686	10/1/2018	O	9/30/2023	
4600003518	ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES INC 1511 ROUTE 22 - STE C24 BREWSTER, NY 10509-4082 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	03	11		875,000	3,444	3,444	871,556	10/1/2018	O	9/30/2023	
4600003519	TSI TURTLE SERVICES LLC FORMERLY TECHNOSCOOTS INC 1900 LOWER RD LINDEN, NJ 07036-6519 US	AIR EMISSIONS COMPLIANCE REPORTING SERVICES	P	B		F	03	5		1,000,000	291,361	229,694	708,639	9/4/2018	O	9/4/2023	
4600003520	GE PACKAGED POWER LLC DBA FOR GENERAL ELECTRIC CO 16415 JACINTOPOORT BLVD BLDG "B" HOUSTON, TX 77015 US	MAINTENANCE, REPAIR AND PARTS SERVICES FOR THE LM6000	S	B		N	N	1		9,000,000	7,732,265	4,883,410	1,267,735	10/1/2012	O	5/31/2020	
4600003521	J W DIDADO ELECTRIC LLC 1033 KELLY AVE AKRON, OH 44306-3143 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		F	N	6		1,000,000	0	0	1,000,000	9/12/2018	O	9/11/2023	
4600003522	NORTHLINE UTILITIES LLC DBA FOR NORTHLINE VENTURES INC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		N	01	6		1,000,000	0	0	1,000,000	9/12/2018	O	9/11/2023	
4600003523	D & D POWER LLC 16 HEMLOCK ST LATHAM, NY 12110-2217 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		N	N	6		1,000,000	0	0	1,000,000	9/12/2018	O	9/11/2023	
4600003524	MICHELS CORP- MICHELS POWER DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		F	N	6		1,000,000	0	0	1,000,000	9/12/2018	O	9/11/2023	
4600003526	HAUGLAND ENERGY GROUP LLC 11 COMMERCIAL ST PLAINVIEW, NY 11803-2401 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		N	N	6		1,000,000	0	0	1,000,000	9/5/2018	O	9/4/2023	
4600003527	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - ZOOM	S	B	8	N	N	2		13,851	13,851	0	0	6/1/2018	C		5/31/2019
4600003528	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	UTICA VISITOR CENTER (FORMERLY KNOWN AS UTICA ENERGY ZONE)	C	C		N	N	2		15,700,000	9,332,888	9,332,888	6,367,112	11/7/2018	O	5/19/2020	
4600003529	E-J ELECTRIC T&D LLC 53 N PLAINS INDUSTRIAL RD WALLINGFORD, CT 06492-5808 US	T AND D EMERGENCY RESPONSE SERVICES	C	B		F	N	6		1,000,000	0	0	1,000,000	9/12/2018	O	9/11/2023	

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4600003531	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	FIRE ALARM AND SAFETY SYSTEMS PROGRAM	C	C		N	N	1		28,307,111	3,211,944	3,211,944	25,095,167	9/28/2018	O	7/31/2023	
4600003534	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	NYPD LIGHTING UPGRADE	C	B	5	N	04	3		214,100	0	0	214,100	10/16/2018	O	10/15/2020	
4600003535	ZECO SYSTEMS INC GREENLOTS 767 S ALAMEDA STE 200 LOS ANGELES, CA 90021 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	C	B		F	N	11		10,000,000	0	0	10,000,000	11/15/2018	O	11/14/2023	
4600003536	EFACEC USA INC 2725 NORTHWOODS PKWY STE B NORCROSS, GA 30071-5707 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	E	B		N	N	11		10,000,000	295,671	295,671	9,704,329	11/15/2018	O	11/14/2023	
4600003537	APEX SOLAR POWER LLC 64 MAIN ST QUEENSBURY, NY 12804-4036 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	C	B		N	N	11		10,000,000	0	0	10,000,000	11/15/2018	O	11/14/2023	
4600003538	EV CONNECT INC 615 N NASH ST - STE 203 EL SEGUNDO, CA 90245-2851 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	C	B		F	N	11		10,000,000	0	0	10,000,000	11/15/2018	O	11/14/2023	
4600003539	VERDEK LLC 123 ROLLING MEADOW RD MADISON, CT 06443-2309 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	C	B		F	N	11		10,000,000	145,346	145,346	9,854,654	11/15/2018	O	11/14/2023	
4600003540	EVGO DBA FOR EVGO SERVICES LLC 11390 WEST OLYMPIC BLVD STE 250 LOS ANGELES, CA 90064-1607 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE AND NETWORK SOFTWARE THROUGHOUT NYS	C	B		F	N	11		10,000,000	0	0	10,000,000	11/15/2018	O	11/14/2023	
4600003541	MPREST INC P3511 SILVERSIDE RD STE 105 WILMINGTON, DE 19810 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		N	N	42		1,874,111	0	0	1,874,111	10/31/2018	O	10/30/2022	
4600003543	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		N	N	42		5,000	0	0	5,000	11/1/2018	O	10/22/2022	
4600003544	VRINDA INC 301 E 78TH ST APT 16B NEW YORK, NY 10075-1331 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		N	04	42		1,874,111	70,000	70,000	1,804,111	11/1/2018	O	10/30/2022	
4600003545	UTTEGRATION LLC 3535 BRIARPARK ST STE 101 HOUSTON, TX 77042-5233 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		F	N	42		500,000	0	0	500,000	11/1/2018	O	10/22/2022	
4600003546	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	VERTICAL MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	1		986,445	23,880	23,880	962,565	11/11/2015	O	12/31/2020	

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4600003547	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE EXCITER	E	B		F	N	5		61,500	60,503	60,503	997	4/28/2018	O	12/31/2022	
4600003549	LIGHTSPEED TECHNOLOGIES INC 1829 CELESTE DR WALL TOWNSHIP, NJ 07719-9506 US	SG AND T COMMUNICATION BACKBONE-PHASES 1,2,3 FIBER ELECTRONICS AND SERVICES	C	B	7	F	N	1		13,830,808	5,986,773	5,986,773	7,844,035	12/3/2018	O	12/2/2025	
4600003552	CHAIONE INC 9 GREENWAY PLZ STE 850 HOUSTON, TX 77046-0913 US	DIGITAL UTILITY SERVICES	P	B		F	N	42		5,000	0	0	5,000	11/29/2018	O	10/22/2022	
4600003553	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	PROFESSIONAL SERVICES DIGITAL UTILITY PARTNERSHIP	P	B		F	N	42		5,000	0	0	5,000	12/17/2018	O	10/22/2022	
4600003554	TROVE PREDICTIVE DATA SCIENCE LLC 640 ELLICOTT ST STE 499 BUFFALO, NY 14203-1254 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		N	N	42		1,874,111	62,378	62,378	1,811,733	12/17/2018	O	10/22/2022	
4600003555	DIGITAL ENGINEERING LTD 6TH FLOOR NEWMINSTER HOUSE 27-29 BA BRISTOL, BR BS1 1LT GB	DIGITAL ENGINEERING SERVICES	P	B		F	N	42		5,000	0	0	5,000	12/17/2018	O	10/22/2022	
4600003556	UPTAKE TECHNOLOGIES INC 600 W CHICAGO AVE CHICAGO, IL 60654-2801 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		F	N	42		365,000	0	0	365,000	12/17/2018	O	10/22/2022	
4600003562	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	0	0	625,000	1/1/2019	O	12/31/2023	
4600003563	GZA GEOENVIRONMENTAL OF NEW YORK 249 VANDERBILT AVE NORWOOD, MA 02062-5033 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	140,471	140,471	484,529	1/1/2019	O	12/31/2023	
4600003568	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		925,000	0	0	925,000	1/2/2019	O	12/31/2023	
4600003569	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		325,000	32,700	32,700	292,300	1/2/2019	O	12/31/2023	
4600003570	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	0	0	625,000	1/2/2019	O	12/31/2023	
4600003572	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	31,910	31,910	593,090	1/2/2019	O	12/31/2023	
4600003573	STANTEC CONSULTING SERVICES INC 61 COMMERCIAL ST ROCHESTER, NY 14614-1009 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	55,900	55,900	569,100	1/2/2019	O	12/31/2023	
4600003574	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	GEOTECHNICAL ON-CALL ENGINEERING SERVICES	A	B		N	N	29		625,000	0	0	625,000	1/2/2019	O	12/31/2023	
4600003575	CAMP DRESSER MCKEE & SMITH DBA FOR CDM SMITH INC 60 CROSSWAYS PARK DR W - STE 340 WOODBURY, NY 11797-2018 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29		667,000	0	0	667,000	1/10/2019	O	12/31/2023	
4600003577	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29		667,000	0	0	667,000	1/10/2019	O	12/31/2023	

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4600003578	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29	667,000	0	0	667,000	1/10/2019	O	12/31/2023	
4600003579	RLM ENGINEERING PLLC DBA FOR RONALD MERHIGE 241 RUSHMORE AVE CARLE PLACE, NY 11514-1428 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29	667,000	0	0	667,000	1/10/2019	O	12/31/2023	
4600003580	IMPERIA ENGINEERING PARTNERS LLC 2 ADVANTAGE COURT FL 2 BORDENTOWN, NJ 08505 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29	667,000	74,295	74,295	592,705	1/10/2019	O	12/31/2023	
4600003581	EME CONSULTING ENGINEERING GROUP LLC 129 W 27TH ST - FL 7 NEW YORK, NY 10001-6206 US	ENERGY EFFICIENCY ON-CALL ENGINEERING SERVICES	A	B		N	N	29	667,000	0	0	667,000	1/10/2019	O	12/31/2023	
4600003583	E-HAZARD DBA FOR E-HAZARD MANAGEMENT LLC 3018 EASTPOINT PKWY LOUISVILLE, KY 40223-4185 US	REVIEW OF EXISTING ARC FLASH STUDIES AT NYPA OPERATIONAL FACILITIES	A	1	8	N	N	1	850,000	640,909	640,909	209,091	4/26/2019	O	1/15/2021	
4600003585	THE LUMRY COMPANY INC 10033 E SLEEPY HOLLOW TRL GOLD CANYON, AZ 85118-6936 US	HELICOPTER SUPPORT SERVICES	P	C	8	F	N	2	800,000	128,455	128,455	671,545	2/1/2019	O	7/21/2020	
4600003591	KRELLER BUSINESS INFORMATION GROUP 817 MAIN ST FL 3 CINCINNATI, OH 45202-2134 US	3RD PARTY VETTING SERVICES	S	B		F	N	10	167,000	0	0	167,000	2/1/2019	O	1/31/2024	
4600003593	BUCK GLOBAL LLC DBA FOR SCHR US ACQUISITIONS INC 420 LEXINGTON AVE NEW YORK, NY 10017-2220 US	BENEFIT ADMINISTRATION AND CONSULTING SERVICES	P	B		N	N	2	1,544,350	119,513	119,513	1,424,837	12/16/2018	O	12/15/2023	
4600003597	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	ON-CALL SPECIALTY ENGINEERING SERVICES	A	B		N	N	4	2,333,333	0	0	2,333,333	3/8/2019	O	2/28/2024	
4600003598	HYDRO TECH INC 65 INDUSTRIAL COURT B SAULT STE MARIE, ON P6B 5Z9 CA	ON-CALL SPECIALTY ENGINEERING SERVICES	A	B		N	N	4	2,333,333	0	0	2,333,333	3/8/2019	O	2/28/2024	
4600003599	POWER ENGINEERING INC 16632 MILLIKAN AVE - STE B IRVINE, CA 92606-5008 US	ON-CALL SPECIALTY ENGINEERING SERVICES	A	B		N	N	4	2,333,333	334,145	334,145	1,999,188	3/8/2019	O	2/28/2024	
4600003600	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	RELAYS	E	B		F	N	2	4,500,000	395,922	395,922	4,104,078	3/11/2019	O	3/10/2024	
4600003602	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	QA ENGINEERING AND INSPECTION SERVICES	A	B		N	04	13	800,000	95,985	95,985	704,015	4/1/2019	O	12/31/2023	
4600003603	BUREAU VERITAS NORTH AMERICA INC 390 BENMAR DR - STE 100 HOUSTON, TX 77060-2922 US	QA ENGINEERING AND INSPECTION SERVICES	A	B		N	N	13	800,000	39,339	39,339	760,661	4/1/2019	O	12/31/2023	
4600003604	PROCUREMENT SERVICES CONSULTING INC 3121 ROUTE 22 E - STE 304 BRANCHBURG, NJ 08876-3559 US	QA ENGINEERING AND INSPECTION SERVICES	A	B		N	N	13	800,000	0	0	800,000	4/1/2019	O	12/31/2023	
4600003605	STANTEC CONSULTING SERVICES INC 475 5TH AVE FL 12 NEW YORK, NY 10017-7239 US	QA ENGINEERING AND INSPECTION SERVICES	A	B		N	N	13	800,000	0	0	800,000	4/1/2019	O	12/31/2023	
4600003606	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	HEAD GATE AND STOP LOG SLOT AND RAIL REFURBISHMENT	C	B		N	N	2	16,573,977	1,808,008	1,808,008	14,765,969	3/19/2019	O	3/18/2028	

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4600003607	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	DISTRIBUTED ENERGY RESOURCES	S	B			N	N	45	6,000,000	0	0	6,000,000	6/5/2019	O	8/31/2022	
4600003608	AES DISTRIBUTED ENERGY INC 4875 PEARL EAST CIRCLE STE 200 BOULDER, CO 80301-6103 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003609	BQ ENERGY DEVELOPMENT LLC 4000 MARKET INDUSTRIAL PARK STE 32 WAPPINGERS FALLS, NY 12590-7709 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			N	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003610	BRIGHT POWER INC 11 HANOVER SQ FL 21 NEW YORK, NY 10005-2844 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			N	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003611	CYPRESS CREEK RENEWABLES LLC DBA FOR CYPRESS CREEK HOLDINGS LLC 3402 PICO BLVD SANTA MONICA, CA 90405-2118 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003612	DELAWARE RIVER SOLAR LLC 33 IRVING PLACE STE 1090 NEW YORK, NY 10003-2332 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			N	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003613	DIMENSION ENERGY LLC 3280 PEACHTREE RD NE FL 7 ATLANTA, GA 30305-2430 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003614	ENGIE SERVICES US INC 500 12TH ST STE 300 OAKLAND, CA 94607-4087 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003615	EN-POWER GROUP DBA FOR GROUP-S LLC 50 MAIN ST STE 1000 WHITE PLAINS, NY 10606-1900 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			N	N	45	6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003616	ENTERSOLAR LLC 805 THIRD AVE FL 20 NEW YORK, NY 10022-7575 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			N	N	45	6,000,000	0	0	6,000,000	6/5/2019	O	8/31/2022	
4600003617	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	6/5/2019	O	8/31/2022	
4600003618	GI ENDURANT LLC 150 MICHIGAN AVE STE 1250 CHICAGO, IL 60601-7560 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003619	EDF RENEWABLES DISTRIBUTED SOLUTIONS INC 5 COMMERCE AVE WEST LEBANON, NH 03784-1675 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003620	LUMOS SOLAR LLC DBA FOR CLEAN ENERGY SOLUTIONS INC 80 BIG SPRINGS DR NEDERLAND, CO 80466-8900 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003621	FOREFRONT POWER LLC DBA FOR MYPower CORP 100 MONTGOMERY ST STE 725 SAN FRANCISCO, CA 94104-4377 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B			F	N	45	6,000,000	0	0	6,000,000	6/4/2019	O	8/31/2022	

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4600003622	NEXTRA ENERGY RESOURCES DEVELOPMENT DBA FIR NEXTRA ENERGY CAP HOLDING I 700 UNIVERSE BLVD JUNO BEACH, FL 33408-2657 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		F	N	45		6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003623	STRATA SOLAR LLC 800 TAYLOR ST STE 200 DURHAM, NC 27701-4096 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		F	N	45		6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003624	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		N	N	45		6,000,000	0	0	6,000,000	6/4/2019	O	8/31/2022	
4600003626	CONSOLIDATED EDISON SOLUTIONS INC 100 SUMMITT LAKE DR - STE 210 VALHALLA, NY 10595-1373 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		N	N	45		6,000,000	0	0	6,000,000	5/22/2019	O	8/31/2022	
4600003627	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		F	N	45		6,000,000	0	0	6,000,000	5/30/2019	O	8/31/2022	
4600003628	GENERAL ELECTRIC INTERNATIONAL, INC BLDG 66 1 RIVER ROAD SCHENECTADY, NY 12345-6000 US	DISTRIBUTED ENERGY RESOURCES SOLAR PV	S	B		N	N	45		6,000,000	0	0	6,000,000	6/5/2019	O	8/31/2022	
4600003630	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	CRESCENT AND VISCHER FERRY FLASHBOARDS INSTALLATION AND REMOVAL	C	B		N	01	2		1,580,315	120,000	120,000	1,460,315	4/15/2019	O	3/31/2023	
4600003631	AFL TELECOMMUNICATIONS INC 170 RIDGEVIEW CENTER CIRCLE DUNCAN, SC 29334-9635 US	OPGW CABLE	E	B		F	N	5		7,616,341	1,220,657	1,220,657	6,395,684	5/2/2019	O	3/25/2024	
4600003632	MVA POWER INC 1 HOLLY RD MONTREAL QC, PQ H3X 3K6 CA	OPGW CABLE	E	B		F	N	5		7,616,341	0	0	7,616,341	5/2/2019	O	3/25/2024	
4600003633	HAUGLAND ENERGY GROUP LLC 11 COMMERCIAL ST PLAINVIEW, NY 11803-2401 US	UNDERGROUND UTILITIES EMERGENCY RESPONSE SERVICES	C	B		N	N	5		2,500,000	0	0	2,500,000	4/15/2019	O	4/14/2024	
4600003634	UNDERGROUND SYSTEMS INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	UNDERGROUND UTILITIES EMERGENCY RESPONSE SERVICES	C	B		F	N	5		2,500,000	18,162	18,162	2,481,838	4/16/2019	O	4/15/2024	
4600003636	SMART ELECTRIC POWER ALLIANCE DBA FOR SOLAR ELECTRIC POWER ASSOC 1220 19TH ST NW - STE 800 WASHINGTON, DC 20036-2400 US	COMMUNITY DISTRIBUTED GENERATION PROGRAM SUPPORT	P	B		F	N	15		250,000	0	0	250,000	4/23/2019	O	4/22/2020	
4600003638	GOPOWER INC 239 HIGH ST MEDFORD, MA 02155-3706 US	UNDERGROUND UTILITIES EMERGENCY RESPONSE SERVICES	C	B		F	N	5		2,500,000	0	0	2,500,000	4/29/2019	O	4/14/2024	
4600003639	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		1,133,333	0	0	1,133,333	5/1/2019	O	4/30/2024	
4600003640	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		1,133,333	0	0	1,133,333	6/1/2019	O	5/31/2024	
4600003641	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		1,133,333	0	0	1,133,333	6/1/2019	O	5/31/2024	

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4600003642	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		1,133,333	0	0	1,133,333	6/1/2019	O	5/31/2024	
4600003643	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		4,333,333	0	0	4,333,333	6/1/2019	O	5/31/2024	
4600003644	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		633,333	0	0	633,333	6/1/2019	O	5/31/2024	
4600003645	ASCENTTRA LLC 8300 BOONE BLVD STE 500 VIENNA, VA 22182-2681 US	HOMELAND SECURITY AND NATIONAL INCIDENT MANAGEMENT	A	B		N	N	8		3,750,000	20,302	20,302	3,729,698	5/1/2019	O	4/30/2024	
4600003646	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	HOMELAND SECURITY AND NATIONAL INCIDENT MANAGEMENT	A	B		N	N	8		3,750,000	0	0	3,750,000	5/1/2019	O	4/30/2024	
4600003647	ACCOUNTABILITY DBA FOR ACCOUNTABILITY NORTH AMERIC 477 MADISON AVE FL 3 NEW YORK, NY 10022-5802 US	GRI STANDARDS REPORT	A	B		N	N	5		385,056	227,599	227,599	157,457	6/1/2019	O	5/31/2022	
4600003649	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	0	0	833,333	6/1/2019	O	5/31/2024	
4600003650	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	0	0	833,333	6/1/2019	O	5/31/2024	
4600003651	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	0	0	833,333	6/1/2019	O	5/31/2024	
4600003652	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	0	0	833,333	6/1/2019	O	5/31/2024	
4600003653	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	105,500	105,500	727,833	6/1/2019	O	5/31/2024	
4600003654	PARSONS ENGINEERING OF NEW YORK INC 301 PLAINFIELD RD STE 350 SYRACUSE, NY 13212-4573 US	GENERAL ENVIRONMENTAL SERVICES	A	B		N	N	32		833,333	0	0	833,333	6/1/2019	O	5/31/2024	
4600003655	MIDAL CABLES LTD BUILDING 744 ROAD 5128 BLOCK 951 ASKAR, 00 BH	ACSR CONDUCTORS - MA1-MA2 PROJECT	E	B		F	N	4		8,450,000	0	0	8,450,000	8/1/2019	O	7/31/2024	
4600003657	CONCORDE SPECIALTY GASES INC 36 EATON RD EATONTOWN, NJ 07724 US	SF6 GAS CYLINDERS FOR THE SITES	E	B		F	N	1		750,000	25,647	25,647	724,353	6/1/2019	O	5/31/2029	
4600003658	UPS MIDSTREAM SERVICES INC 806 SEACO CT DEER PARK, TX 77536-3176 US	GAS COMPRESSOR MAINTENANCE SERVICES	S	B		F	N	2		1,040,000	65,754	65,754	974,246	5/29/2019	O	5/28/2024	
4600003660	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	OIL SPILL EMERGENCY REPOSE	S	B		N	N	6		500,000	0	0	500,000	6/1/2019	O	6/1/2023	
4600003665	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	HITACHI LEM (LIFE EXTENSION MODERNIZATION) PROJECT	H	B	7	F	03	2		29,595,936	27,937,062	27,937,062	1,658,874	5/27/2019	O	5/26/2024	

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4600003666	HENKELS & MCCOY INC PO BOX 1742 YORK, PA 17405 US	OPGW-CONSTRUCTION	C	B	8	F	N	4	23,250,000	0	0	23,250,000	6/21/2019	O	6/20/2024		
4600003667	PAR ELECTRICAL CONTRACTORS INC 4770 N BELLEVIEW AVE STE 300 KANSAS CITY, MO 64116-2191 US	OPGW-CONSTRUCTION	C	B	8	F	N	4	23,250,000	0	0	23,250,000	6/21/2019	O	6/20/2024		
4600003668	MICHELS CORP- MICHELS POWER DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	OPGW-CONSTRUCTION	C	B	8	F	N	4	23,250,000	0	0	23,250,000	6/21/2019	O	6/20/2024		
4600003669	J W DIDADO ELECTRIC LLC 1033 KELLY AVE AKRON, OH 44306-3143 US	OPGW-CONSTRUCTION	C	B	8	F	N	4	23,250,000	0	0	23,250,000	6/21/2019	O	6/20/2024		
4600003672	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	MICROWAVE PROJECT	C	B			N	N	2	9,504,654	0	0	9,504,654	6/21/2019	O	6/20/2026	
4600003673	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	PLATTSBURG BREAKER AND RELAY REPLACEMENT PROJECT	C	B			N	N	2	3,166,430	0	0	3,166,430	7/1/2019	O	12/31/2022	
4600003674	M ARTHUR GENSLE JR & ASSOC INC 45 FREMONT ST STE 1500 SAN FRANCISCO, CA 94105-2214 US	EVOLVE NY CHARGING STATION DESIGN AND FABRICATION	A	B			N	N	2	1,250,000	0	0	1,250,000	8/1/2019	O	7/31/2022	
4600003675	THE VISUAL BRAND LLC 24 WHITNEY ST WESTPORT, CT 06880-3735 US	EVOLVE NY CHARGING STATION DESIGN AND FABRICATION	A	B			N	N	2	1,250,000	0	0	1,250,000	8/1/2019	O	7/31/2022	
4600003676	SIEMENS ENERGY INC 4400 N ALAFAYA TRL ORLANDO, FL 32826-2301 US	SERVICE AND EXTENDED PARTS AGREEMENT	S	B			F	N	1	45,000,000	0	0	45,000,000	7/31/2019	O	7/30/2039	
4600003682	PRAGMATICUS LLC DBA FOR KEVIN M NEDD 65 KIM LN LONG VALLEY, NJ 07853-4008 US	CONSULTING SUPPORT SERVICES	P	B			N	04	23	1,500,000	209,520	209,520	1,290,480	7/15/2019	O	7/14/2022	
4600003684	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	NORTH COUNTRY ENERGY STORAGE PROJECT	C	B			N	N	6	25,600,000	706,875	706,875	24,893,125	7/15/2019	O	7/14/2022	
4600003685	SEDIVER USA 1 SEDIVER WAY WEST MEMPHIS, AR 72301-2977 US	MA1 MA2 SMART PATH GLASS INSULATORS	E	B			F	N	7	1,476,500	0	0	1,476,500	8/9/2019	O	8/8/2024	
4600003686	HEXAGON PPM DBA FOR INTERGRAPH CORP 305 INTERGRAPH WAY MADISON, AL 35758-7567 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B			F	N	42	1,874,111	283,701	283,701	1,590,410	7/24/2019	O	10/22/2022	
4600003687	SENTEC PROMOTIONS INC DBA SUSIE SPECIALTIES 3960 HARLEM RD AMHERST, NY 14226-4706 US	PROMOTIONAL ITEMS	E	B			N	N	5	3,500,000	415,954	415,954	3,084,046	7/24/2019	O	7/23/2026	
4600003688	ART TECH PROMOTIONALS SUITE 270 3310 PONCE DE LEON BVLD CORAL GABLES, FL 33134 US	PROMOTIONAL ITEMS	E	B			F	N	5	500,000	0	0	500,000	7/26/2019	O	7/25/2026	
4600003689	MULTI MEDIA PROMOS LLC 33 SOUTHWICK COURT S PLAINVIEW, NY 11803 US	PROMOTIONAL ITEMS	E	B	8		N	03	5	1,000,000	0	0	1,000,000	7/26/2019	O	7/25/2026	
4600003690	MARKETING TOOLS INC 3690 JEFFERSON AVENUE SE WYOMING, MI 49548 US	PROMOTIONAL ITEMS	E	B	8	F	N	5	500,000	0	0	500,000	7/26/2019	O	7/25/2026		

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4600003691	STANDARD BUYING SERVICE LTD DBA SBS PROMO ROOM 203 110 WEST 40TH STREET NEW YORK, NY 10018 US	PROMOTIONAL ITEMS	E	B	8	N	N	5		500,000	0	0	500,000	7/29/2019	O	7/28/2026	
4600003692	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	MOBILE HARDWARE ACQUISITION AND DELOYMENT SERVICES	E	B	7	F	N	4		3,754,875	0	0	3,754,875	9/23/2019	O	9/22/2020	
4600003693	THE STATE GROUP INDUSTRIAL (USA) 100 STRADTMAN ST BUFFALO, NY 14206-2666 US	DESIGN, FABRICATE, INSTALL PENSTOCK PLATFORM	C	B		N	N	3		69,000,000	0	0	69,000,000	8/1/2019	O	8/1/2033	
4600003700	CEMTEK ENVIROMENTAL INC D/B/A CEMTEK KVB-ENERTEC 3041 S ORANGE AVE SANTA ANA, CA 92707-4247 US	MAINTENANCE - CEMS	S	1	8	F	N	1		577,065	104,516	104,516	472,549	8/1/2019	O	7/31/2022	
4600003701	ROTUNDO PLUMBING CORP 95 MARSH HILL RD PUTNAM VALLEY, NY 10579-3103 US	ON-CALL PLUMBING SERVICES	S	B		N	N	1		375,000	7,397	7,397	367,603	8/15/2019	O	8/14/2024	
4600003703	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	STEM EDUCATIONAL PROGRAMMING	P	B		N	N	8		130,667	0	0	130,667	9/3/2019	O	8/31/2021	
4600003704	CURIOUS-ON-HUDSON LLC DBA FOR ADELAIDE E FALCO 77 TARRYTOWN RD WHITE PLAINS, NY 10607-1644 US	STEM EDUCATIONAL PROGRAMMING	P	B		N	N	8		130,667	0	0	130,667	9/3/2019	O	8/31/2021	
4600003705	BIOBUS INC 1361 AMSTERDAM AVE STE 340 NEW YORK, NY 10027-2510 US	STEM EDUCATIONAL PROGRAMMING	P	B		N	N	8		130,667	5,200	5,200	125,467	9/3/2019	O	8/31/2021	
4600003711	K & A ENGINEERING CONSULTING PC 445 HAMILTON AVE STE 406 WHITE PLAINS, NY 10601-1825 US	CONSULTING SUPPORT SERVICES	P	B		N	04	23		1,500,000	174,192	174,192	1,325,808	7/15/2019	O	7/14/2022	
4600003713	BURO HAPPOLD CONSULTING ENG PC DBA HAPPOLD CONSULTING 100 BROADWAY FL 23 NEW YORK, NY 10005-4502 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003714	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	319,553	319,553	2,680,447	7/15/2019	O	7/14/2022	
4600003715	M J BRADLEY & ASSOCIATES LLC 47 JUNCTION SQUARE DR CONCORD, MA 01742 US	PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003716	PARAG SONI WESTERN POWER PROJECT ADVISORS 19220 PIRES AVE CERRITOS, CA 90703-7355 US	PROGRAM CONSULTING SERVICES	P	B		F	04	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003717	WEST MONROE PARTNERS LLC 222 WEST ADAMS STREET 11TH FLOOR CHICAGO, IL 60606-5235 US	PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003718	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ELECTRIC TRANSPORTATION PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	12/12/2019	O	10/31/2024	
4600003719	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ELECTRIC TRANSPORTATION PROGRAM CONSULTING SERVICES	P	B		N	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	

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4600003720	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	ELECTRIC TRANSPORTATION PROGRAM CONSULTING SERVICES	P	B		N	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003723	VERMONT ENERGY INVESTMENT CORPORATI 128 LAKESIDE AVE STE 401 BURLINGTON, VT 05401-5907 US	PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003725	ENERGY & ENVIRONMANETAL ECONOMICS 44 MONTGOMERY ST SUITE 1500 SAN FRANCISCO, CA 94104-4715 US	PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003728	PRICEWATERHOUSECOOPERS ADVIS SVC DBA FOR PWC HOLDING NO 21 LLC 300 MADISON AVE NEW YORK, NY 10017-6232 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003730	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	CONSULTING SUPPORT SERVICES	P	B		F	N	23		3,000,000	182,300	182,300	2,817,700	7/15/2019	O	7/14/2022	
4600003731	ACCENTURE LLP 111 WASHINGTON ST ALBANY, NY 12210-2209 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003732	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ENGINEERING SUPPORT FOR ADVANCED GRID INNOVATION LAB (AGILE)	A	B		N	N	14		2,500,000	0	0	2,500,000	10/1/2019	O	9/30/2024	
4600003733	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	ENGINEERING SUPPORT FOR ADVANCED GRID INNOVATION LAB (AGILE)	A	B		N	N	14		2,500,000	68,574	68,574	2,431,426	10/1/2019	O	9/30/2024	
4600003734	COLDEN CORP 5842 HERITAGE LANDING DR EAST SYRACUSE, NY 13057-9359 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY CONSULTING	P	B		N	N	2		1,250,000	5,878	5,878	1,244,122	10/30/2019	O	9/30/2024	
4600003736	DELOITTE CONSULTING LLP 30 ROCKEFLLER PLAZA NEW YORK, NY 10112-0015 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003739	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003740	GE ENERGY MANAGEMENT SERVICES LLC DBA FOR GRID SOLUTIONS (US) LLC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402 US	KELMAN ANALYZERS	E	B	8	F	N	1		1,000,000	2,050	2,050	997,950	9/16/2019	O	9/15/2024	
4600003743	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	4		50,000	0	0	50,000	10/16/2019	O	10/15/2024	
4600003744	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	PLANNED AND EMERGENCY RESPONSE ABATEMENT OF ASBESTOS, LEAD AND PCB SERVICES	C	B		N	N	4		100,000	958	958	99,042	10/16/2019	O	10/15/2024	
4600003745	MCKINSEY & COMPANY INC WASHINGTON DC 1200 19TH ST NW STE 1100 WASHINGTON, DC 20036-2412 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	

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4600003746	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY CONSULTING	P	B			N	N	2	1,250,000	0	0	1,250,000	10/18/2019	O	10/31/2024	
4600003747	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	11/1/2019	O	10/31/2024	
4600003749	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	CONSULTING SUPPORT SERVICES	P	B			N	N	23	3,000,000	0	0	3,000,000	7/15/2019	O	7/14/2022	
4600003750	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003751	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003752	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003753	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 3940 GLENBROOK DR HAILEY, ID 83333-8446 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003754	STANTEC CONSULTING SERVICES INC 61 COMMERCIAL ST ROCHESTER, NY 14614-1009 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003755	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003756	SUBSTATION ENGINEERING CO 300 MAIN ST STE 2 VESTAL, NY 13850-1545 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003757	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003758	MIDDOUGH INC 1901 EAST 13TH ST STE 400 CLEVELAND, OH 44114-3542 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003759	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	POWER STATION ENGINEERING	P	B			N	N	23	2,083,333	0	0	2,083,333	10/24/2019	O	10/31/2024	
4600003760	KPMG LLP STE 200 515 BROADWAY - 4TH FL ALBANY, NY 12207-2930 US	AUDIT AND ACCOUNTING SERVICES	P	B			N	N	2	3,000,000	0	0	3,000,000	9/15/2019	O	9/14/2024	
4600003762	DNV GL ENERGY INSIGHTS USA INC 1400 RAVELLO DR KATY, TX 77449-5164 US	ELECTRIC TRANSPORTATION PROGRAM CONSULTING SERVICES	P	B			F	N	18	200,000	0	0	200,000	11/1/2019	O	10/31/2024	
4600003764	LINDSEY MANUFACTURING CO 760 N GEORGIA AVE - PO BOX 877 AZUSA, CA 91702-2248 US	TRANSMISSION LINE MONITOR SENSORS	E	B			F	N	4	240,488	0	0	240,488	10/29/2019	O	10/28/2024	
4600003765	AMPACIMON INC 2450 ATLANTA HWY STE 102 CUMMING, GA 30040-1251 US	TRANSMISSION LINE MONITORING SENSORS	E	B			F	N	4	413,675	0	0	413,675	10/29/2019	O	10/28/2024	

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4600003769	STRATEGY MUSE INC 621 S AVENUE 60 LOS ANGELES, CA 90042-4304 US	CHANGE MANAGEMENT EMPLOYEE VALUE PROPOSITION	P	B		F	N	13		680,000	637	637	679,363	11/5/2019	O	11/4/2022	
4600003774	JUDGE TECHNICAL SERVICES INC DBA JUDGE TECHNICAL STAFFING 151 S WARNER RD STE 100 WAYNE, PA 19087-2127 US	PERMANENT STAFF RECRUITING	S	B		F	N	27		200,000	0	0	200,000	11/13/2019	O	11/12/2022	
4600003777	UNGER SECURITY SOLUTIONS LLC 1104 SILVER RUN PL KNOXVILLE, MD 21758-1038 US	DESIGN BUILD ADVISORY SERVICES	P	B		N	N	2		750,000	0	0	750,000	11/12/2019	O	10/31/2024	
4600003783	OVE ARUP & PARTNERS PC 77 WATER ST NEW YORK, NY 10005-4401 US	DESIGN BUILD ADVISORY SERVICES	P	B		N	N	2		750,000	0	0	750,000	12/11/2019	O	10/31/2024	
4600003787	EVSE LLC 89 PHOENIX AVE ENFIELD, CT 06082-4439 US	FURNISH, DELIVER, AND WARRANTY EVSE	E	B		F	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003790	LILYPAD EV LLC 9801 W 100TH TER OVERLAND PARK, KS 66212-5306 US	FURNISH, DELIVER, MAINTAIN, AND WARRANTY EVSE	E	B		F	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003791	MAVERICK CONSTRUCTION CORPORATION 1 WESTINGHOUSE PLZ BLDG D BOSTON, MA 02136 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		F	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003792	PLUG-IN STATIONS ONLINE LLC 418 BROADWAY ALBANY, NY 12207-2950 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		N	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003794	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		N	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003795	DELOITTE CONSULTING LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	CHANGE MANAGEMENT EMPLOYEE VALUE PROPOSITION	P	B		F	N	13		660,000	0	0	660,000	11/5/2019	O	11/4/2022	
4600003797	INFOJINI INC 10015 OLD COLUMBIA RD STE B215 COLUMBIA, MD 21046-1865 US	PERMANENT STAFF RECRUITING	S	B		F	N	27		200,000	0	0	200,000	11/13/2019	O	11/12/2022	
4600003799	AMPCUS INC 14900 CONFERENCE CENTER DR STE 500 CHANTILLY, VA 20151-3840 US	PERMANENT STAFF RECRUITING	S	B		F	N	27		200,000	0	0	200,000	11/13/2019	O	11/12/2022	
4600003800	RANGAM CONSULTANTS INC 270 DAVIDSON AVE STE 103 SOMERSET, NJ 08873-4141 US	PERMANENT STAFF RECRUITING	S	B		F	N	04	27	200,000	0	0	200,000	11/13/2019	O	11/12/2022	
4600003802	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	SWITCHYARD LIFE EXTENSION	C	B		N	N	2		29,072,000	0	0	29,072,000	11/26/2019	O	12/31/2022	
4600003804	SARGENT & LUNDY LLC 55 E MONROE ST CHICAGO, IL 60603 US	POWER STATION ENGINEERING	P	B		N	N	23		2,083,333	0	0	2,083,333	11/1/2019	O	10/31/2024	
4600003805	MOSDORFER GMBH MOSDORFERGASSE 1 WEIZ, ÖÖ 8160 AT	SMART PATH - MA1 MA2 LINE HARDWARE - FURNISH AND DELIVER	E	B		F	N	7		2,810,276	0	0	2,810,276	12/16/2019	O	8/5/2024	
4600003807	GUTH DECONZO CONSULTING ENGINEERS PC 242 W 30TH ST - 3RD FL NEW YORK, NY 10001-4903 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		75,000,000	0	0	75,000,000	12/11/2019	O	12/10/2026	

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4600003808	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003810	PRES SERVICES LLC PRES ENERGY 95 STARK ST TONAWANDA, NY 14150-1210 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003811	DYNAMIC US INC 2900 WESTCHESTER AVE STE 207 PURCHASE, NY 10577-2551 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003812	BETTE & CRING LLC 18438 US ROUTE 11 WATERTOWN, NY 13601-5699 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003813	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003814	NORESCO LLC 1 RESEARCH DR STE 400C WESTBOROUGH, MA 01581-3963 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		F	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003815	WILLDAN ENERGY SOLUTIONS INC 88 PINE ST - FL 18 NEW YORK, NY 10005 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003816	IMPERIA ENGINEERING PARTNERS LLC 2 ADVANTAGE COURT FL 2 BORDENTOWN, NJ 08505 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		F	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003817	MACAN DEVE ENGINEERS DPC 763 BLACKBERRY YORKTOWN HEIGHTS, NY 10598-1966 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	03	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003818	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003819	JOHN W DANFORTH CO 300 COLVIN WOODS PKWY TONAWANDA, NY 14150-6976 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		25,000,000	0	0	25,000,000	12/11/2019	O	12/10/2026	
4600003820	CAMP DRESSER MCKEE & SMITH DBA FOR CDM SMITH INC 60 CROSSWAYS PARK DR W - STE 340 WOODBURY, NY 11797-2018 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003821	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003822	BARILE GALLAGHER & ASSOCIATES 39 MARBLE AVE PLEASANTVILLE, NY 10570-2918 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003823	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003824	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003825	ENERGY SYSTEMS GROUP LLC SUBSIDIARY OF VECTREN ENERGY SERV 9877 EASTGATE CT NEWBURGH, IN 47630-9366 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		F	N	23		50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	

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4600003826	ABM BUILDING SOLUTIONS LLC 14141 SW FREEWAY STE 400 SUGAR LAND, TX 77478-4651 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		F	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003829	SEMACONNECT INC 4961 TESLA DR STE A BOWIE, MD 20715-4409 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		F	N	26		6,500,000	0	0	6,500,000	12/16/2019	O	11/14/2023	
4600003834	M G MCLAREN ENGINEERING AND LAND SURVEYING PC 530 CHESTNUT RIDGE RD WOODCLIFF LAKE, NJ 07677-8407 US	UNDERWATER INSPECTION SERVICES - ON-CALL	S	B			N	N	7	1,500,000	0	0	1,500,000	12/17/2019	O	12/31/2024	
4600003835	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	UNDERWATER INSPECTION SERVICES - ON-CALL	S	B			N	01	7	1,500,000	0	0	1,500,000	12/17/2019	O	12/31/2024	
4600003854	ICF INCORPORATED LLC 9300 LEE HWY FAIRFAX, VA 22031-6050 US	ENTERPRISE RESILIENCE CONSULTING SERVICES	P	B		F	N	7		1,105,500	0	0	1,105,500	12/12/2019	O	12/11/2022	
4600003855	ACCENTURE LLP 111 WASHINGTON ST ALBANY, NY 12210-2209 US	ENTERPRISE RESILIENCE CONSULTING SERVICES	P	B			N	N	7	1,139,000	0	0	1,139,000	12/12/2019	O	12/11/2022	
4600003856	TOFFLER ASSOCIATES INC STE 410 4301 WILSON BVLD ARLINGTON, VA 22203-4419 US	ENTERPRISE RESILIENCE CONSULTING SERVICES	P	B		F	N	7		1,105,500	0	0	1,105,500	12/12/2019	O	12/11/2022	
4600003884	O'BRIEN & GERE INC OF NORTH AMERICA 333 W WASHINGTON ST SYRACUSE, NY 13202-9203 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B			N	N	23	50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	
4600003902	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B			N	N	23	50,000,000	0	0	50,000,000	12/11/2019	O	12/10/2026	

WPO TOTALS

6,315,604,716 1,978,077,477 603,617,404 4,337,530,089

Total Number of Contracts	1489	
Total Contract Value		\$6,315,604,716
Total Expended to Date		\$1,978,077,477
Total Expended in Report Year		\$603,617,404
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	1003	\$5,522,506,007
Closed Contracts	486	\$793,098,709
<u>Method of Award Summary</u>		
Competitive Bid	1148	\$6,195,973,232
Sole Source	145	\$15,589,823
Single Source	149	\$37,127,411
Competitive Search	35	\$65,900,476
MWBE/SBE	12	\$1,013,774
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	120	\$150,195,483
Construction	174	\$4,022,227,903
Equipment / Goods / Commodities	215	\$461,377,800
IT Hardware	42	\$39,067,539
IT Software	86	\$10,501,779
Legal Services	34	\$33,256,050
Maintenance and Outage Services	3	\$229,000,000
Personal Services	349	\$468,427,811
IT Consulting and Development	8	\$4,447,690
Other Non-Personal Services	414	\$838,419,456
Telecommunications	2	\$7,156,956
Contingent Workforce	42	\$51,526,249

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4500280055	MAILFINANCE INC 478 WHEELERS FARMS RD MILFORD, CT 06461-9105 US	MAIL EQUIPMENT RENTAL	E	B	5	N	N	1		12,000	5,112	1,704	6,888	2/1/2017	O	1/31/2022	
4500292466	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	SUPPLY AND INSTALL THREE REPLACEMENT SECURITY CAMERAS	E	2	5	N	N	1		31,440	31,440	21,222	0	12/11/2017	C		1/31/2019
4500296795	GE INDUSTRIAL SYSTEMS INC 180 ROTTERDAM IND PARK - BLDG 1 B8 ROTTERDAM, NY 12306-1920 US	GE BREAKER UPGRADE	E	1	5	N	N	1		23,281	23,281	23,281	0	4/23/2018	C		8/2/2019
4500298766	BLOOMVILLE DISPOSAL SERVICE DBA FOR G HAYNES HOLDINGS INC 51971 STATE HWY 10 BLOOMVILLE, NY 13739 US	RUBBISH REMOVAL	S	B	5	N	01	5		45,000	45,000	16,153	0	6/25/2018	C		6/25/2019
4500300935	GOTTOGO ELECTRIC INC DBA FOR GOTTOGO ENTERPRISES 7865 E MAIN RD LE ROY, NY 14482-9747 US	EATON 18KVA UPS	E	B	5	N	03	7		23,961	22,186	2,866	1,775	8/31/2018	C		3/11/2019
4500301353	VERTIV CORPORATION C/O RL KISTLER PO BOX 70474 CHICAGO, IL 60673-0001 US	DATA RACK COOLING UNIT	E	B	5	N	N	3		16,400	16,400	425	0	9/13/2018	C		5/21/2019
4500301404	KEYSTONE PRECISION INSTRUMENTS DBA FOR KMEL CORP 1670 E RACE ST ALLENTOWN, PA 18109-9580 US	GPS SYSTEM RADIO AND SOFTWARE	E	1	6	N	N	1		35,745	35,745	35,745	0	9/14/2018	C		2/27/2019
4500301730	CORRPRO COMPANIES INC 1055 W SMITH RD MEDINA, OH 44256-2444 US	CATHODIC PROTECTION SYSTEM ANNUAL SURVEY	P	2	5	F	N	1		6,495	6,495	6,495	0	9/25/2018	C		3/1/2019
4500301852	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	ACCESS CONTROL SYSTEM MAINTENANCE AGREEMENT	S	B	7	N	N	1		91,450	91,450	30,220	0	10/1/2018	C		11/25/2019
4500301861	THREADED FASTENERS INC 358 SAINT LOUIS ST MOBILE, AL 36602-2825 US	WEATHERING STEEL BOLTS	E	C	6	F	N	1		9,802	9,707	367	95	9/28/2018	C		2/21/2019
4500301885	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	EMERGENCY INVESTIGATION AFTER BREAKER FAILURE	S	1	5	F	N	1		50,770	40,820	8,310	9,950	9/28/2018	C		2/4/2019
4500302059	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	IRIS TROUBLESHOOTING	S	1	5	F	N	1		7,795	5,229	5,229	2,566	10/4/2018	C		4/1/2019
4500302546	ACTUATOR SPECIALTIES INC 1620 ROSE ST MONROE, MI 48162 US	LIMITORQUE ACTUATOR REPAIR	S	2	5	F	N	1	*	23,621	23,796	23,796	0	10/22/2018	C		5/31/2019
4500302618	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI BREAKER MAINTENANCE KITS	E	1	1	F	N	1		581,234	581,234	581,234	0	10/23/2018	C		10/1/2019
4500302999	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	MICARA BEARINGS	E	C	6	N	01	3		6,000	6,000	6,000	0	11/2/2018	C		2/21/2019
4500303234	CORE TECH INDUSTRIAL CORP 2 MCCREA HILL RD BALLSTON SPA, NY 12020-5511 US	FM 200 TANKS FOR ASHOKAN	E	B	5	N	N	3		22,825	22,825	22,825	0	11/9/2018	C		4/1/2019
4500303509	PRUFTECHNIK INC 7821 BARTAM AVE STE 3 PHILADELPHIA, PA 19153-3233 US	ROTALIGN TOUCH STANDARD PACKAGE	E	C	6	F	N	3		22,422	22,422	22,422	0	11/20/2018	C		1/23/2019

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4500303753	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	LUBRICATING GEAR OIL	E	B	5	F	N	3	*	11,336	11,461	8,287	0	11/30/2018	C		2/21/2019
4500303985	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	OMICRON VOTANO TEST SET	E	B	5	F	N	4		42,950	42,950	42,950	0	12/7/2018	C		1/14/2019
4500304306	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	DILO ANALYZER UNIT	E	B	5	F	N	3	*	26,850	26,998	26,998	0	12/18/2018	C		1/11/2019
4500304408	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	DAIKIN HVAC PARTS AND REPAIR AT WAREHOUSE BUILDING	S	2	5	F	N	1		14,317	14,317	14,317	0	12/19/2018	C		2/25/2019
4500304501	MEGGER 4271 BRONZE WAY DALLAS, TX 75237 US	MEGGER UNIT	E	B		F	N	6		76,698	76,698	76,698	0	12/21/2018	C		3/4/2019
4500304533	MOTION INDUSTRIES INC PO BOX 414444 BOSTON, MA 02241-4444 US	SHEAR PINS	E	B	5	N	N	3		22,690	22,518	22,518	172	12/26/2018	C		1/15/2019
4500305268	RALPH W EARL CO INC 5930 E MOLLOY RD SYRACUSE, NY 13211-2151 US	VICKERS PUMP/MOTOR ASSEMBLY	E	B	6	N	N	3	*	8,282	8,396	8,396	0	1/18/2019	C		5/15/2019
4500305367	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	YOKOGAWA RECORDER	E	B	5	N	01	3		9,740	9,643	9,643	97	1/23/2019	C		2/21/2019
4500305735	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	CONCRETE REPAIR	C	C	8	N	01	5		63,200	63,200	63,200	0	1/31/2019	C		4/30/2019
4500305826	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	ELECTROSWITCH RELAYS/SWITCHES	E	B	5	N	N	2		11,280	11,280	11,280	0	2/4/2019	C		3/19/2019
4500305925	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI FIELD ENGINEER 1 SUPPORT	S	1	8	F	N	1		130,540	60,200	60,200	70,340	2/6/2019	O	1/31/2020	
4500306008	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	BOOM LIFT RENTAL	E	B	5	N	N	4		8,369	3,741	3,741	4,628	2/7/2019	C		5/28/2019
4500306132	ALLIED ELECTRIC SUPPLY INC 783 E MAIN ST - STE 2 COBLESKILL, NY 12043-5002 US	CABLES	E	B	6	N	01	2		21,765	21,765	21,765	0	2/12/2019	C		2/21/2019
4500306274	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	PROPANE	E	B	5	N	N	1		5,522	5,522	5,522	0	2/15/2019	C		2/15/2019
4500306853	TRI COUNTY REFRIGERATION INC 126 W BEECHER HILL RD OWEGO, NY 13827-2722 US	HVAC REPAIR	S	2	5	N	N	1		10,302	10,302	10,302	0	3/7/2019	C		3/7/2019
4500306857	BLACKBURN TRUCK BODIES LLC 6216 THOMPSON RD STE 3 SYRACUSE, NY 13206-1418 US	BLACKBURN TRUCK BODIES 11FT ALUMINUM FLATBED	E	B	5	N	N	2		8,850	8,850	8,850	0	3/7/2019	C		4/30/2019
4500306998	KURTZ TRUCK EQUIPMENT INC 1085 MCGRAW MARATHON RD MARATHON, NY 13803-2806 US	ALUMINUM TRUCK BODY AND LIFTGATES	E	B	5	N	N	2		19,903	19,903	19,903	0	3/11/2019	C		8/5/2019
4500307031	MONROE EXTINGUISHER CO INC PO BOX 60980 ROCHESTER, NY 14606 US	LIQUID LEVEL INDICATOR CYLINDER	E	B	5	N	N	3		9,786	9,786	9,786	0	3/12/2019	C		5/15/2019

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4500307048	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	UPPER COMPLEX PROPANE	E	B	6	N	N	1		11,360	11,360	11,360	0	1/25/2019	C		1/25/2019
4500307312	RONAN ENGINEERING CO PO BOX 129 CASTAIC, CA 91310-0129 US	X120 MULTIPLEXER	E	B	5	F	N	2	*	20,580	20,659	20,659	0	3/19/2019	C		5/14/2019
4500307344	AIR COMPRESSOR ENGINEERING INC PO BOX 401 CLIFTON PARK, NY 12065-4554 US	INGERSOLL RAND AIR COMPRESSOR	E	B	5	N	N	2		21,778	21,778	21,778	0	3/20/2019	C		4/26/2019
4500307591	REPCO INDUSTRIES INC 4493 TRUESDALE UNION SPRINGS, NY 13160 US	FLASHBOARD PINS	E	B		N	01	6		60,406	60,406	60,406	0	3/27/2019	C		8/12/2019
4500307608	HELWIG CARBON PRODUCTS INC 8900 W TOWER AVE - BOX 240160 MILWAUKEE, WI 53224-9008 US	PACKING RING	E	B	5	F	N	3		11,848	11,848	11,848	0	3/27/2019	C		5/30/2019
4500307633	REPCO INDUSTRIES INC 4493 TRUESDALE UNION SPRINGS, NY 13160 US	PVC FLASHBOARDS	E	B	5	N	01	4		29,760	29,760	29,760	0	3/28/2019	C		8/12/2019
4500307723	PIEDMONT HOIST & CRANE INC #345 789 PRE-EMPTION RD - PO BOX 41 GENEVA, NY 14456-2069 US	CRANE JIB FOR 500 TON CRANE	E	B	5	N	N	3		17,900	0	0	17,900	4/1/2019	O	3/31/2020	
4500308149	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	CONDUIT	E	B	5	N	N	3		6,057	6,057	6,057	0	4/11/2019	C		5/25/2019
4500308243	ARTECHE USA INC 3401 SW 160TH AVE STE 430 MIRAMAR, FL 33027-6306 US	ARTECHE CT/VT METERING UNITS	E	B	5	F	N	5		8,800	8,800	8,800	0	4/15/2019	C		7/15/2019
4500308383	ZINTER HANDLING INC 4313 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	RE-INSTALL MONORAIL	C	2	5	N	01	1		18,897	18,897	18,897	0	4/18/2019	C		10/7/2019
4500308498	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	PROPANE	E	B	6	N	N	1		11,849	11,849	11,849	0	3/13/2019	C		3/13/2019
4500308648	CDW COMPUTER CENTER INC CDW GOVT SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	THERMAL CAMERA	E	B	5	F	N	3		9,932	9,932	9,932	0	4/26/2019	C		5/8/2019
4500308793	AMERICAN VETERAN ENTERPRISE TEAM LLC 1789 ROUTE 9 CLIFTON PARK, NY 12065-2438 US	EV CHARGER MATERIALS	E	C	6	N	02	4	*	27,979	27,981	27,981	0	5/1/2019	C		7/25/2019
4500308824	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	DURCO MARK LLL GROUP LL 2K4X3R-13 PUMP	E	B	5	N	03	2		16,900	16,900	16,900	0	5/2/2019	C		9/13/2019
4500309073	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	2	5	N	N	1		5,189	5,189	5,189	0	5/9/2019	C		5/9/2019
4500309215	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	EXCITER SHAFT REPAIR/MACHINING	S	2	5	N	01	1		7,500	7,500	7,500	0	5/14/2019	C		12/14/2019
4500309474	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	LIGNUM VITAE BEARING	E	B	5	N	01	3		10,000	10,000	10,000	0	5/22/2019	C		6/21/2019

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4500309514	SUNY COBLESKILL FOUNDATION ROOM 200 KNAPP HALL - SUNY COBLESKI COBLESKILL, NY 12043 US	FISH STOCKING	E	2	5	N	N	1		15,000	15,000	15,000	0	5/23/2019	C		8/31/2019
4500309588	SELBY & SMITH INC 1074 BROADWAY ALBANY, NY 12204-2507 US	HVAC DUCTWORK AND HARDWARE	C	2	5	N	N	1		21,235	0	0	21,235	5/28/2019	O	4/30/2020	
4500309777	LINDSEY MANUFACTURING CO 760 N GEORGIA AVE - PO BOX 877 AZUSA, CA 91702-2248 US	LINDSEY STOCK ITEMS	E	B	5	N	N	3		10,147	9,396	9,396	751	6/3/2019	C		10/24/2019
4500309795	BLOOMVILLE DISPOSAL SERVICE DBA FOR G HAYNES HOLDINGS INC 51971 STATE HWY 10 BLOOMVILLE, NY 13739 US	RUBBISH REMOVAL	S	B	5	N	01	4		40,000	16,064	16,064	23,936	7/1/2019	O	6/30/2020	
4500309912	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	4		8,668	8,668	8,668	0	6/5/2019	C		7/22/2019
4500310059	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	SNAP ON TOOLS	E	B	5	F	N	1		7,171	7,171	7,171	0	6/11/2019	C		7/16/2019
4500310097	ELECTROSWITCH CORP 180 KING AVE WEYMOUTH, MA 02188-2904 US	ELECTRICAL SWITCH	E	B	5	N	N	3	*	12,417	12,451	12,451	0	6/11/2019	C		10/24/2019
4500310290	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	LIGNUM VITAE BEARINGS	E	B	5	N	01	3		38,318	38,318	38,318	0	6/17/2019	C		6/26/2019
4500310293	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI STOCK ITEMS	E	B	6	F	N	4		125,628	0	0	125,628	6/17/2019	O	2/14/2020	
4500310754	DURAMAX MARINE LLC 17990 GREAT LAKES PKWY HIRAM, OH 44234-9681 US	RELIN FLANGE	E	B	5	F	N	2	*	15,676	8,165	8,165	7,511	6/28/2019	C		11/22/2019
4500310775	ANDRITZ HYDRO CORP 10735 DAVID TAYLOR DR - STE 500 CHARLOTTE, NC 28262-1289 US	RUNNER BEARING BUSHING	E	2	5	F	N	1		6,160	6,160	6,160	0	7/1/2019	C		10/17/2019
4500310862	TEAM INDUSTRIAL SERVICES INC 62 GRANT AVE CARTERET, NJ 07008-2720 US	CUSTOM BALL VALVE ENCLOSURE	E	1	5	N	N	1		23,680	23,680	23,680	0	7/2/2019	C		10/25/2019
4500311575	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	STOCK ITEMS	E	B	5	N	N	3		5,521	5,521	5,521	0	7/25/2019	C		10/1/2019
4500311637	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	MACH 2 COMPUTER	E	1	8	F	N	1		238,392	0	0	238,392	7/26/2019	O	5/1/2020	
4500311655	OVERHEAD DOOR COMPANY OF ALBANY 15 CORPORATE DRIVE CLIFTON PARK, NY 12065 US	WAREHOUSE DOOR AND MOTOR	S	2	5	N	N	1		10,706	10,706	10,706	0	7/29/2019	C		10/23/2019
4500311708	STANDARD COMMERCIAL INTERIORS MMR ENTERPRISES 107 CHAMPLAIN ST ALBANY, NY 12204-2606 US	OFFICE FURNITURE	E	C	5	N	03	1		5,456	5,456	5,456	0	7/29/2019	C		9/18/2019
4500311806	THE ELECTRICAL MATERIALS CO 50 SOUTH WASHINGTON STREET NORTH EAST, PA 16428-0390 US	COLLECTOR RING ASSEMBLY	E	B	5	F	N	3		10,525	10,525	10,525	0	7/31/2019	C		10/4/2019

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4500311936	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	MACHINING OF LIGNUM VITAE BEARING STOCK	S	B	5	N	01	3		10,050	3,350	3,350	6,700	8/6/2019	O	3/31/2020	
4500312188	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ETHERNET SWITCH	E	B	6	N	N	1		11,527	11,527	11,527	0	8/13/2019	C		10/1/2019
4500312359	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	PALLET RACKS	E	C	5	N	01	1		12,207	12,085	12,085	122	8/19/2019	C		10/21/2019
4500312388	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	PACKING TEFLON	E	B	6	N	01	3		7,650	7,650	7,650	0	8/20/2019	C		8/30/2019
4500312539	ELECTROSWITCH CORP 180 KING AVE WEYMOUTH, MA 02188-2904 US	SERIES 24 SWITCH	E	B	6	F	N	3		12,271	12,271	12,271	0	8/23/2019	C		12/5/2019
4500312610	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	OFFICE FURNITURE	E	B	7	N	N	1		16,260	16,260	16,260	0	8/26/2019	C		11/4/2019
4500312701	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	CABLES	E	B	6	N	N	3		11,685	11,685	11,685	0	8/28/2019	C		9/13/2019
4500312805	GENERATION ELECTRICAL CORP GENERATION ELECTRICAL SUPPLY 110 LUTHER AVE LIVERPOOL, NY 13088 US	POWER CONDITIONER	E	M	5	N	04	1		24,950	24,950	24,950	0	8/30/2019	C		10/24/2019
4500314372	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	WELD SERVICES	S	2	5	F	N	1		7,087	7,087	7,087	0	10/11/2019	C		11/1/2019
4500314609	KONE INC 25 POST RD STE 4 ALBANY, NY 12205-6736 US	ELEVATOR REPAIR SERVICES	C	B		N	N	1		32,369	0	0	32,369	10/21/2019	O	2/20/2020	
4500314645	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	BALEIGH BSV-18VS-220 VARIABLE SPEED BAND SAW	E	C	5	N	03	2		5,516	0	0	5,516	10/21/2019	O	1/15/2020	
4500314750	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE EXCITER CABLES	E	B	5	F	N	5		10,733	0	0	10,733	10/23/2019	O	3/31/2020	
4500314770	LUKEN ELECTRIC DBA FOR LINDEN ELECT SUPPLY 725 SAINT GEORGE AVE ROSELLE, NJ 07203-2690 US	GAS ANALYZER	E	M	8	F	04	5		62,534	0	0	62,534	10/24/2019	O	1/31/2020	
4500314881	FUSION BABBITTING CO INC 4540 W BURNHAM ST MILWAUKEE, WI 53219 US	REBABBITT NTO TURBINE BEARING	E	B	5	F	N	3		27,783	0	0	27,783	10/28/2019	O	5/5/2020	
4500314955	VETERAN ELECTRICAL SUPPLY INC 864 WILLIS AVE STE 4 ALBERTSON, NY 11507-1930 US	LED LIGHTS AND FIXTURES	E	2	8	N	02	1		132,190	132,190	132,190	0	10/30/2019	C		12/20/2019
4500314964	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	CONCRETE REPAIRS	S	B	6	N	01	3		31,000	31,000	31,000	0	10/30/2019	C		12/17/2019

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4500315636	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	PACKING TEFLON STOCK	E	B	6	N	01	3		11,088	11,088	11,088	0	11/20/2019	C		12/10/2019
4500315649	VETERANS MANAGEMENT & FACILITIES 1407 ANTIOCH RD FAYETTEVILLE, GA 30215-7019 US	DURA BASE MATS AND PINS	E	2	8	F	02	1		264,340	264,340	264,340	0	11/20/2019	C		12/12/2019
4500316311	ALBANY VALVE & FITTING CO INC 741 PIERCE ROAD CLIFTON PARK, NY 12065-1302 US	SWAGELOK ITEMS	E	B	6	N	01	3		9,327	6,878	6,878	2,449	12/12/2019	O	1/31/2020	
4500317190	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	MAINTENANCE RENEWAL - ABB MACH2 SYSTEM	S	1	8	N	N	1		167,730	0	0	167,730	11/1/2019	O	10/31/2020	

BG TOTALS

3,272,353	2,425,230	2,241,208	847,800

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Total Number of Contracts	89	
Total Contract Value		\$3,272,353
Total Expended to Date		\$2,425,230
Total Expended in Report Year		\$2,241,208
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	15	\$911,737
Closed Contracts	74	\$2,360,616
<u>Method of Award Summary</u>		
Competitive Bid	55	\$1,198,641
Sole Source	9	\$1,259,167
Single Source	15	\$574,479
Competitive Search	8	\$152,582
MWBE/SBE	2	\$87,484
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	0	\$0
Construction	4	\$135,701
Equipment / Goods / Commodities	68	\$2,473,621
IT Hardware	1	\$8,668
IT Software	0	\$0
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	1	\$6,495
IT Consulting and Development	0	\$0
Other Non-Personal Services	15	\$647,868
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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4400000105	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		7,600	4,905	1,402	2,695	1/3/2017	O	11/30/2020	
4400000107	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	6,081	0	3,919	1/1/2017	O	11/30/2020	
4400000140	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	FINE AND COARSE AGGREGATES	E	B	7	N	N	1		70,000	59,322	24,187	10,678	1/26/2017	O	1/10/2020	
4400000509	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	5	N	N	1		8,000	7,184	1,277	816	1/1/2018	C		2/1/2019
4400000709	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	SAND, STONE AND GRAVEL	E	B	7	N	N	1		5,000	212	0	4,788	1/1/2017	C		1/2/2019
4400001114	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		7,000	7,000	1,718	0	11/21/2017	O	4/14/2021	
4400001156	CRANE-HOGAN STRUCTURAL SYSTEMS INC 3001 BROCKPORT RD SPENCERPORT, NY 14559 US	LOCK O-7 REHABILITATION	C	B		N	02	6		24,888,446	22,395,987	9,914,846	2,492,459	7/25/2017	O	6/26/2020	
4400001244	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER ETHERNET	S	B	7	N	N	1		1,038,986	352,975	133,469	686,011	8/18/2017	O	7/30/2023	
4400001278	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GIS INTEGRATION AND HOSTING SERVICES	S	2	8	N	N	1		185,921	176,142	86,400	9,779	10/20/2016	C		12/31/2019
4400001284	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MICROSOFT LICENSES	E	B	7	F	N	1		561,670	560,339	187,223	1,331	8/28/2017	O	8/31/2020	
4400001323	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	1	9	N	N	1		40,000	32,591	0	7,409	4/1/2017	C		3/18/2019
4400001325	COUNTY OF MADISON 138 N COURT ST PO BOX 665 WAMPSVILLE, NY 13163 US	MARINE PATROL	S	1	9	N	N	1		39,509	0	0	39,509	4/1/2017	C		3/18/2019
4400001326	COUNTY OF MONROE 130 S PLYMOUTH AVE ROCHESTER, NY 14614 US	MARINE PATROL	S	1	9	N	N	1		38,552	38,552	0	0	4/1/2017	C		3/18/2019
4400001327	NIAGARA COUNTY SHERIFF'S OFFICE 5526 NIAGARA ST EXT LOCKPORT, NY 14095 US	MARINE PATROL	S	1	9	N	N	1		40,000	31,065	31,065	8,935	4/1/2017	C		3/18/2019
4400001328	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019

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4400001329	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019
4400001330	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	1	9	N	N	1		9,840	9,840	558	0	4/1/2017	C		3/18/2019
4400001331	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019
4400001520	PUMP SERVICE AND SUPPLY OF TROY INC 1 REGATTA PLACE TROY, NY 12180-1229 US	WINTER MTC PUMP SERVICE	E	M	5	N	01	1		5,094	5,094	0	0	10/13/2017	C		5/8/2019
4400001803	ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	AUTO RENTAL	E	B	7	N	N	1		134,400	130,152	64,973	4,248	1/1/2018	C		10/18/2019
4400001827	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	EARTHQUAKE DETECTION AND MONITORING TOOL HOSTING AND SERVICES	S	2	8	N	N	1		190,428	138,080	77,225	52,348	1/1/2018	C		12/31/2019
4400001844	US DEPT OF AGRICULTURE ANIMAL & PLANT HEALTH INSPECTION PO BOX 979043 ST LOUIS, MO 63197-9000 US	USDA PRIMAL AND PLANT HEALTH INSPECTION SERVICES	S	B	7	N	N	1		243,516	75,864	24,769	167,652	1/1/2017	C		12/31/2019
4400001863	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	AGGREGATES	E	B	6	N	N	1		30,000	24,370	13,301	5,630	1/1/2018	O	4/14/2021	
4400001867	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TOILET RENTAL	E	B	5	N	N	1		10,000	7,295	795	2,705	1/1/2018	C		10/20/2019
4400001875	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866- 2914 US	TOILET RENTAL	E	B	5	N	N	1		16,280	15,340	8,060	940	1/1/2018	O	4/30/2020	
4400001881	PECKHAM MATERIALS CORP UNION ST ATHENS, NY 12015 US	GRAVEL	E	B	7	N	N	1		40,000	797	0	39,203	1/1/2018	C		1/2/2019
4400001945	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	MAINTENANCE - BENTLEY SOFTWARE	S	B	7	N	N	1		15,318	15,318	0	0	1/31/2018	C		1/30/2019

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4400001955	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	UNIFORMS	E	B	5	N	N	1		9,300	7,089	3,760	2,211	1/24/2018	C		12/31/2019
4400001958	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	UNIFORMS	E	B	5	N	N	1		9,000	4,596	98	4,404	1/24/2018	C		12/31/2019
4400001975	CUSHING STONE CO INC 725 STATE HIGHWAY 5S AMSTERDAM, NY 12010-7669 US	SAND, STONE AND GRAVEL	E	B	5	N	N	1		28,500	13,469	3,473	15,031	1/25/2018	C		1/24/2019
4400002031	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	TRAILWAY PROJECT	C	B		N	N	9		5,408,849	5,178,109	1,891,753	230,740	3/1/2018	C		11/30/2019
4400002049	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	TOILET RENTAL	E	B	5	N	N	1		31,658	31,625	17,000	33	1/1/2018	O	4/30/2020	
4400002104	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	9,882	5,369	118	2/22/2018	O	12/31/2020	
4400002106	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		25,000	22,675	6,260	2,325	2/22/2018	O	1/8/2020	
4400002187	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	ACCELA CIVIC PLATFORM SILVER SUBSCRIPTION	I	B	7	N	N	1		12,677	12,677	0	0	3/19/2018	C		3/18/2019
4400002225	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501 US	WELDING EQUIPMENT	E	C	5	N	N	1		6,500	6,201	1,864	299	3/20/2018	C		3/6/2019
4400002239	EDBAUER CONSTRUCTION DBA FOR KELEMAN-BAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224-1350 US	TRAILWAY PROJECT	C	B		N	N	5		4,493,223	4,493,222	2,462,554	1	4/18/2018	C		12/31/2019
4400002258	LAYER 3 TECHNOLOGIES INC 1645 LYELE AVE STE 200 ROCHESTER, NY 14606-2331 US	MAINTENANCE - SOPHOS	S	B	7	N	03	1		9,200	9,200	0	0	3/31/2018	C		3/30/2019
4400002291	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - SOFTWARE	S	B	7	F	N	1		17,308	17,308	0	0	4/2/2018	C		4/1/2019
4400002299	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	E	B	7	N	N	1		700,000	580,202	249,305	119,798	4/6/2018	C		4/5/2019

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4400002366	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	SUPPORT - MICROSOFT	S	B	7	N	N	1		33,935	33,935	0	0	6/28/2018	C		6/27/2019
4400002371	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	0	0	10,000	4/19/2018	O	1/8/2020	
4400002456	ADVANCE MARINE LLC 900 SMITHS BRIDGE RD WILMINGTON, DE 19807-1330 US	MARINE DECK CRANE	E	B		F	N	3		265,000	265,000	66,250	0	5/2/2018	C		5/1/2019
4400002465	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		30,000	15,728	15,021	14,272	5/3/2018	O	8/20/2020	
4400002502	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	CONSULTING SERVICES	P	1	8	N	N	1		19,875	19,875	0	0	5/10/2018	C		5/9/2019
4400002504	VILLAGE OF NEWARK 100 E MILLER ST NEWARK, NY 14513 US	CULVERT PROJECT	C	B	9	N	N	2		600,000	355,260	355,260	244,740	8/1/2018	C		12/31/2019
4400002506	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	ROCK SALT	E	B	7	N	N	1		5,000	0	0	5,000	5/14/2018	C		8/31/2019
4400002530	ELDERLEE INC 729 CROSS RD OAKS CORNERS, NY 14518 US	NYS TRAILWAY MARKERS AND SIGNS	E	B	7	N	N	3		40,000	16,391	16,391	23,609	5/17/2018	O	4/26/2021	
4400002570	LAFARGE NORTH AMERICA INC 1717 NEW RD NIAGARA FALLS, NY 14304-1547 US	FINE AND COARSE AGGREGATES	E	B	7	N	N	1		15,000	3,063	1,756	11,937	5/25/2018	O	4/14/2021	
4400002571	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRST AID KITS	E	B	5	N	N	1		6,000	5,001	1,053	999	1/1/2018	C		5/28/2019
4400002578	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOFTWARE AND MAINTENANCE - ACTIVE DIRECTORY	E	B	7	N	N	1		20,264	20,264	0	0	6/1/2018	C		5/31/2019
4400002621	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	FINE AND COARSE AGGREGATES	E	C	5	N	N	1		20,000	10,129	2,267	9,871	6/10/2018	O	4/14/2021	
4400002635	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT SOFTWARE AND SUPPORT	E	B	7	N	04	1		140,998	140,998	0	0	6/12/2018	C		6/11/2019
4400002644	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE LICENSE - MICROSOFT	E	B	7	N	N	1		67,244	44,048	22,024	23,196	7/1/2018	O	6/30/2021	
4400002701	DHI WATER AND ENVIRONMENT 141 UNION BLVD STE 250 LAKEWOOD, CO 80228-2206 US	MAINTENANCE - MIKE OPERATIONS SOFTWARE	S	1	8	N	N	1		51,222	51,222	0	0	7/1/2018	C		6/30/2019
4400002715	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	LP GAS	E	B	7	N	N	1		10,000	660	660	9,340	7/1/2018	O	6/30/2022	

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4400002750	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEF PROJECT FOR REMEDIATION, TRANSPORTATION, AND SCUTTLE OF OBSOLETE VESSELS	A	B	8	F	N	3		2,383,583	2,371,583	0	12,000	11/1/2018	C		1/31/2019
4400002783	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1	*	10,000	10,006	4,013	0	7/12/2018	C		7/1/2019
4400002785	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		8,999	8,399	3,358	600	7/12/2018	C		12/31/2019
4400002843	HAUN WELDING SUPPLY INC 12 HEMLOCK ST LATHAM, NY 12110 US	WELDING EQUIPMENT	E	M	5	N	N	1		5,645	5,628	2,288	17	7/25/2018	C		7/24/2019
4400002858	COUNTY WASTE & RECYCLING SERVICE IN PO BOX 11760 NEWARK, NJ 07101-4760 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	0	0	10,000	7/31/2018	C		6/30/2019
4400002868	COLD SPRING CONSTRUCTION CO 43 JACKSON ST - PO BOX 358 AKRON, NY 14001-1349 US	EAST GUARD LOCK REHABILITATION	C	B		N	N	5		6,255,116	6,157,347	5,853,141	97,769	8/29/2018	C		11/28/2019
4400002886	COLD SPRING CONSTRUCTION CO 43 JACKSON ST - PO BOX 358 AKRON, NY 14001-1349 US	ALBION WASTE WEIR REHABILITATION	C	B		N	N	4		1,460,432	1,374,478	1,238,278	85,954	8/21/2018	C		7/31/2019
4400002889	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		43,731	25,876	21,600	17,855	8/31/2018	O	8/30/2020	
4400002890	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		10,000	1,945	1,945	8,055	8/31/2018	O	8/30/2020	
4400002891	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		10,000	5,550	5,550	4,450	8/31/2018	O	8/30/2020	
4400002892	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	B	7	N	N	1		10,000	700	0	9,300	8/31/2018	O	8/30/2020	
4400002893	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2020	
4400002894	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2020	
4400002900	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	7,364	7,364	2,636	8/31/2018	O	8/30/2022	
4400002901	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2022	
4400002905	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2022	

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4400002906	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		10,000	8,516	7,781	1,484	8/31/2018	O	8/30/2022	
4400002907	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		10,000	9,596	9,596	404	8/31/2018	O	8/30/2022	
4400002908	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		40,000	11,955	9,074	28,045	8/31/2018	O	8/30/2022	
4400002909	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		50,000	27,766	23,212	22,234	8/31/2018	O	8/30/2022	
4400002922	ROSICK WELL DRILLING LLC 1175 FARLEY RD HUDSON FALLS, NY 12839-4307 US	WATER WELL INSTALLATION	C	B	5	N	N	1		15,850	7,514	7,514	8,336	8/9/2018	C		8/8/2019
4400002929	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	512	512	19,488	8/31/2018	O	8/30/2020	
4400002930	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	6,298	6,298	13,702	8/31/2018	O	8/30/2020	
4400002931	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/31/2018	O	8/30/2020	
4400002935	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	RUBBISH REMOVAL	S	B	7	N	N	1		5,000	4,317	1,772	683	8/13/2018	C		8/12/2019
4400002954	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	3		58,800	58,800	44,100	0	8/1/2018	C		6/30/2019
4400002968	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEFING	S	B		N	N	2		3,295,755	3,295,755	743,780	0	8/22/2018	C		8/31/2019
4400002972	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	B	9	N	N	10		40,000	40,000	40,000	0	8/28/2018	C		3/31/2019
4400002975	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		45,000	0	0	45,000	8/31/2018	O	8/27/2020	
4400002978	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		25,000	23,768	23,768	1,232	8/31/2018	O	8/27/2020	

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4400002989	J M TREE SERVICE INC 3567 SWEDEN WALKER RD BROCKPORT, NY 14420-9319 US	TREE REMOVAL	S	B	6	N	N	3		12,000	12,000	12,000	0	9/5/2018	C		1/2/2019
4400002997	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		25,000	0	0	25,000	8/31/2018	O	8/27/2020	
4400002998	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		45,000	42,132	33,926	2,868	8/30/2018	O	8/27/2020	
4400003001	ABS AMERICAS DBA FOR AMERICAN BUREAU OF SHIPPING 1701 CITY PLAZA DR SPRING, TX 77389-1831 US	VESSEL TONNAGE MEASUREMENT SERVICES	S	B	6	F	N	1		10,000	8,500	8,500	1,500	9/6/2018	C		1/29/2019
4400003002	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		145,000	106,079	91,024	38,921	8/30/2018	O	8/27/2020	
4400003003	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	30,000	23,571	0	8/30/2018	O	8/27/2020	
4400003004	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/27/2020	
4400003005	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/27/2020	
4400003006	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		75,000	74,834	53,345	166	8/30/2018	O	8/27/2020	
4400003007	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	28,102	23,782	1,898	8/30/2018	O	8/27/2020	
4400003008	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		50,000	0	0	50,000	8/30/2018	O	8/27/2020	
4400003010	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/30/2018	O	8/27/2020	
4400003011	SENECA STONE CORPORATION 2747 CANOGA RD SENECA FALLS, NY 13148-9523 US	PAVING	C	B	7	N	N	1		69,347	63,511	63,511	5,836	9/6/2018	C		9/5/2019
4400003012	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	B	7	N	N	1		25,000	0	0	25,000	8/30/2018	O	8/27/2020	
4400003013	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		25,000	24,141	24,141	859	8/30/2018	O	8/27/2020	

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4400003014	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		20,000	20,000	20,000	0	8/30/2018	O	8/27/2020	
4400003015	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	1		15,000	9,313	9,313	5,687	8/30/2018	O	8/27/2020	
4400003016	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		20,000	10,581	10,581	9,419	8/30/2018	O	8/27/2020	
4400003017	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	1		20,000	12,168	9,819	7,832	8/30/2018	O	8/27/2020	
4400003034	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	2		39,600	34,650	24,750	4,950	11/1/2018	C		6/30/2019
4400003050	MOHAWK VALLEY MATERIALS INC 9788 RIVER RD MARCY, NY 13403-2049 US	TREE REMOVAL	S	B	5	N	03	1		36,000	36,000	0	0	9/13/2018	C		1/18/2019
4400003063	AMSEC ENGINEERING OF NEW YORK PC DBA AENY 112 W 34TH ST FL 18 NEW YORK, NY 10120-0001 US	VESSEL ASSESSMENT	P	B	9	N	N	1		111,992	100,397	63,963	11,595	9/22/2018	C		9/21/2019
4400003077	COUNTY OF MADISON 138 N COURT ST PO BOX 665 WAMPSVILLE, NY 13163 US	MARINE PATROL	S	C	6	N	N	1		34,463	0	0	34,463	9/18/2018	C		3/31/2019
4400003078	MONROE COUNTY DEPT OF ENVIRONMENTAL SERVICES 50 WEST MAIN ST - STE 7100 ROCHESTER, NY 14614 US	MARINE PATROL	S	C	6	N	N	1		39,424	39,323	39,323	101	9/18/2018	C		3/31/2019
4400003083	COUNTY OF NIAGARA NIAGARA COUNTY COURTHOUSE 175 HAWLE LOCKPORT, NY 14094 US	MARINE PATROL	S	C	9	N	N	1		40,000	30,695	30,695	9,305	9/19/2018	C		3/31/2019
4400003084	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	C	9	N	N	1		40,000	0	0	40,000	9/19/2018	C		3/31/2019
4400003085	Y S I INC 9843 18TH ST N STE 1200 ST PETERSBURG, FL 33716-4208 US	WATER GAGING EQUIPMENT	E	2	8	F	N	1		133,166	133,166	133,166	0	9/20/2018	C		9/19/2019
4400003107	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - ESRI SOFTWARE	S	B	7	F	N	1		15,545	15,545	0	0	9/25/2018	C		9/24/2019

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4400003108	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	AUREA LYRIS SUBSCRIPTION LICENSES	I	2	8	N	N	1		43,680	43,680	0	0	10/1/2018	C		9/30/2019
4400003131	SPRAGUE RESOURCES LP SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR PORTSMOUTH, NH 03801-6836 US	FUEL	E	B	7	N	N	1		65,000	45,369	42,912	19,631	8/31/2018	O	8/27/2020	
4400003132	SPRAGUE RESOURCES LP SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR PORTSMOUTH, NH 03801-6836 US	FUEL	E	B	7	N	N	1		30,000	14,198	14,198	15,802	8/31/2018	O	8/27/2020	
4400003154	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	DREDGING	C	B		N	N	2		5,204,574	5,204,574	5,204,574	0	10/26/2018	C		7/30/2019
4400003159	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	C	9	N	N	11		40,000	40,000	40,000	0	10/5/2018	C		3/31/2019
4400003160	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	9	N	N	11		12,500	5,548	5,548	6,952	10/5/2018	C		3/31/2019
4400003161	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	10/5/2018	C		3/31/2019
4400003163	SENECA COUNTY SHERIFF 6150 STATE RTE 96 ROMULUS, NY 14541-9552 US	MARINE PATROL	S	C	9	N	N	11		40,000	21,670	21,670	18,330	10/5/2018	C		3/31/2019
4400003181	WOODS CRW CORP PO BOX 1099 795 MARSHALL AVE WILLISTON, VT 05495 US	CRANE RENTAL	E	M	8	N	N	3		93,750	88,750	88,750	5,000	11/1/2018	C		4/30/2019
4400003189	NICHOLS LONG & MOORE CONSTRUCTION CORP 770 RIVERVIEW BLVD STE 1 TONAWANDA, NY 14150-7880 US	CULVERT PROJECT	C	B		N	N	2		1,365,373	1,365,373	1,280,773	0	10/25/2018	C		6/30/2019
4400003191	COUNTY OF SCHENECTADY 620 STATE ST SCHENECTADY, NY 12305 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	10/10/2018	C		3/31/2019
4400003195	COUNTY OF WASHINGTON 383 BROADWAY FORT EDWARD, NY 12828 US	MARINE PATROL	S	C	9	N	N	11		13,240	3,068	3,068	10,172	10/10/2018	C		3/31/2019
4400003198	BETLEM SERVICE CORPORATION EMCOR SERVICES BETHLEM 704 CLINTON AVE S ROCHESTER, NY 14620-1499 US	STEAM BOILER REGASKET	S	C	9	N	N	3		9,584	9,584	0	0	10/11/2018	C		1/18/2019
4400003210	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	PAVING	S	B	7	N	N	2		76,254	76,254	76,254	0	10/16/2018	C		10/15/2019

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4400003218	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B	7	F	N	1		247,310	244,837	244,837	2,473	10/17/2018	C		1/7/2019
4400003222	A P PLUMBING LAURAMAR CORPORATION 1195 RIDGEWAY AVE ROCHESTER, NY 14615 US	OIL WATER SEPARATOR SYSTEM	E	B	5	N	N	2		18,450	18,450	18,450	0	10/18/2018	C		1/31/2019
4400003229	MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036-2708 US	ASSET VALUATION FOR INSURANCE PURPOSES	P	2		N	N	1		49,804	49,803	49,803	1	11/1/2018	C		9/27/2019
4400003242	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	3		36,000	31,500	22,500	4,500	11/1/2018	C		5/31/2019
4400003258	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	CRANE RENTAL	E	B	5	N	N	3		24,000	14,100	14,100	9,900	11/1/2018	C		4/30/2019
4400003264	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	FLIGHT OF FIVE PROJECT	C	B		N	01	1		1,289,113	1,192,682	1,192,682	96,431	10/31/2018	C		8/30/2019
4400003266	WOODS CRW CORP 751 COUNTY RTE 37 CENTRAL SQUARE, NY 13036 US	CRANE RENTAL	E	B	5	N	N	3		94,400	93,400	93,400	1,000	11/5/2018	C		5/31/2019
4400003300	PARKS & TRAILS NEW YORK 33 ELK ST ALBANY, NY 12207-1065 US	SUPPORT - PARKS AND TRAILS	S	2	8	N	N	1		357,145	87,074	87,074	270,071	1/1/2019	O	12/31/2021	
4400003304	MCFARLAND CASCADE HOLDINGS INC DBA MCFARLAND CASCADE 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	LUMBER	E	C	6	N	N	4		13,976	13,974	13,974	2	11/5/2018	C		11/4/2019
4400003305	MCFARLAND CASCADE HOLDINGS INC DBA MCFARLAND CASCADE 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	LUMBER	E	C	6	N	N	4		13,530	13,529	13,529	1	11/5/2018	C		11/4/2019
4400003320	WASTE MANAGEMENT LLC 2003 BLEEKER ST UTICA, NY 13501 US	RUBBISH REMOVAL	S	B	6	N	N	1		10,000	10,000	10,000	0	11/6/2018	C		11/5/2019
4400003325	DONJON SHIPBUILDING & REPAIR LLC 220 EAST BAYFRONT PKWY ERIE, PA 16507-2402 US	BARGE	E	B		N	N	4		5,064,790	1,189,839	825,531	3,874,951	11/7/2018	O	9/30/2022	
4400003329	MONROE EXTINGUISHER CO INC PO BOX 60980 ROCHESTER, NY 14606 US	FIRE EXTINGUISHER SERVICES	S	2	5	N	N	1		9,499	6,177	5,676	3,322	11/7/2018	C		11/6/2019
4400003330	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	LICENSE AND MAINTENANCE - ACCELA SOFTWARE	I	B	7	F	N	1		67,077	32,077	32,077	35,000	11/8/2018	C		11/7/2019
4400003332	SISCO MARINE LLC MARINE INLAND FABRICATIONS 1725 BUCHANAN ST PANAMA CITY, FL 32409-1482 US	PUSH BOATS	E	B		N	N	4		3,541,032	1,271,027	856,027	2,270,005	11/7/2018	O	12/31/2022	

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4400003339	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	RENTAL - 290,000 BTU DIESEL HEATER AND 12' HEATER DUCT	E	B	5	N	N	1		6,360	5,400	5,400	960	12/1/2018	C		3/31/2019
4400003367	4950 GENESEE ST LLC C/O CIMINELLI REAL ESTATE CORP 350 ESSJAY RD - STE 101 WILLIAMSVILLE, NY 14221-8200 US	WALL CONSTRUCTION	C	C	5	N	N	1		5,519	0	0	5,519	12/6/2018	C		12/5/2019
4400003369	BURT CRANE & RIGGING DBA FOR SCHEIB CORP 5 VETERANS MEMORIAL DR GREEN ISLAND, NY 12183 US	CRANE RENTAL	E	M	5	N	03	1		57,045	57,045	57,045	0	11/20/2018	C		4/1/2019
4400003397	NEW YORK STATE FENCE INC 858 MANITOU RD HILTON, NY 14468 US	CHAIN LINK FENCE	E	B	5	N	N	3		6,980	6,980	6,980	0	11/27/2018	C		1/31/2019
4400003401	4IMPRINT INC 101 COMMERCE ST OSHKOSH, WI 54901-4864 US	PROMOTIONAL MATERIALS	E	B	7	N	N	1		20,000	19,848	19,848	152	1/1/2019	C		12/31/2019
4400003421	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458- 1843 US	WEB CAM EQUIPMENT AND SERVICES	H	B	7	F	N	1		411,434	318,528	318,528	92,906	12/3/2018	C		12/2/2019
4400003422	UTICA VALLEY ELECTRIC SUPPLY CO INC 2415 W WHITESBORO ST YORKVILLE, NY 13495-1402 US	ELECTRICAL SUPPLIES	E	C	5	N	N	1		5,079	5,079	5,079	0	12/3/2018	C		3/27/2019
4400003441	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL DATA PROTECTION (DDPE) SERVER	I	2	5	F	N	1		8,762	8,762	0	0	12/6/2018	C		12/5/2019
4400003444	ISCO INDUSTRIES INC 100 WITHERSPOON ST 2WEST LOUISVILLE, KY 40202-1396 US	DREDGE PIPE AND COUPLERS	E	B		N	N	1		78,091	78,091	78,091	0	12/6/2018	C		4/1/2019
4400003477	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		105,000	17,998	17,998	87,002	12/19/2018	O	12/18/2021	
4400003478	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		80,000	7,424	7,424	72,576	12/19/2018	O	12/18/2021	
4400003479	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		70,000	26,469	26,469	43,531	12/19/2018	O	12/18/2021	
4400003480	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		160,000	31,535	31,535	128,465	12/19/2018	O	12/18/2021	
4400003495	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	ANNUAL MAINTENANCE-BENTLEY SOFTWARE	S	B	7	N	N	1		36,833	36,833	36,833	0	1/1/2019	C		12/31/2019
4400003502	PECKHAM MATERIALS CORP UNION ST ATHENS, NY 12015 US	SAND, STONE AND GRAVEL	E	B	7	N	N	1		40,000	1,812	1,812	38,188	1/1/2019	O	4/14/2021	

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4400003506	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRST AID KITS	E	B	5	N	N	1		7,000	2,857	2,857	4,143	1/1/2019	C		12/31/2019
4400003516	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		50,000	20,054	20,054	29,946	12/19/2018	O	12/18/2022	
4400003534	Y S I INC 9843 18TH ST N STE 1200 ST PETERSBURG, FL 33716-4208 US	ALARM SYSTEM	E	1	5	N	N	1		5,109	5,109	5,109	0	12/21/2018	C		11/1/2019
4400003537	A+ TECH & SECURITY SOLUTIONS INC 1490 NORTH CLINTON AVENUE BAY SHORE, NY 11706-4049 US	SECURITY EQUIPMENT	H	B	7	N	N	1		19,885	18,795	18,795	1,090	12/24/2018	C		12/23/2019
4400003545	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	LIFT BRIDGE MOTOR REPAIR	S	C	6	N	N	3		16,551	16,551	16,551	0	12/28/2018	C		6/1/2019
4400003567	GREAT LAKES POWER SERVICE CO 1262 GLEN AVE STE A MOORESTOWN, NJ 08057-1133 US	OEM MARINE PARTS	E	2	5	F	N	1	*	13,496	13,649	13,649	0	1/15/2019	C		1/31/2019
4400003578	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	CAT D6 DOZER	E	B	5	N	N	1		20,850	15,529	15,529	5,321	1/7/2019	C		4/30/2019
4400003582	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		90,000	10,879	10,879	79,121	12/19/2018	O	12/18/2021	
4400003583	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		45,000	4,684	4,684	40,316	12/19/2018	O	12/18/2021	
4400003584	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		190,000	17,864	17,864	172,136	12/19/2018	O	12/21/2021	
4400003585	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		65,000	4,974	4,974	60,026	12/19/2018	O	12/18/2021	
4400003593	THE CARLISLE & FINCH CO 4562 W MITCHELL AVE CINCINNATI, OH 45232 US	MARINE EQ	E	B	5	F	N	3	*	6,101	6,232	6,232	0	1/8/2019	C		3/5/2019
4400003595	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	ABSESTOS REMOVAL	S	B	5	N	N	1		12,680	12,631	12,631	49	1/8/2019	C		1/31/2019
4400003596	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205 US	OEM PARTS	E	B	5	N	N	1		18,151	9,826	9,826	8,325	1/8/2019	C		1/31/2019
4400003597	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033 US	SANDBLASTING VALVES	E	B	5	N	N	3		6,660	6,660	6,660	0	1/9/2019	C		2/28/2019

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4400003599	BURT CRANE & RIGGING DBA FOR SCHEIB CORP 5 VETERANS MEMORIAL DR GREEN ISLAND, NY 12183 US	CRANE RENTAL	E	B	5	N	03	1		15,409	11,942	11,942	3,467	1/23/2019	C		3/31/2019
4400003617	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	FLEET	E	B	5	N	N	1		9,800	9,695	9,695	105	1/15/2019	C		2/28/2019
4400003619	D & W DIESEL INC 1503 CLARK ST RD AUBURN, NY 13021 US	DREDGE PIPE AND COUPLERS	E	B	5	N	N	3		7,577	7,427	7,427	150	1/15/2019	C		1/31/2019
4400003633	UPSTATE VALVE AND CONTROL INC DBA FOR CHRISTOPHER P L WARNETT 46 VALEWOOD RUN PENFIELD, NY 14526-2807 US	EMERGENCY REPAIR	S	B	5	N	N	1		6,794	6,794	6,794	0	1/17/2019	C		12/31/2019
4400003658	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EQUIPMENT RENTAL	E	B	5	N	N	1		17,505	17,505	17,505	0	2/11/2019	C		3/11/2019
4400003661	ATLANTIC SALT INC 134 MIDDLE ST STE 210 LOWELL, MA 01852-1883 US	SALT	E	B	5	N	N	1		10,000	5,517	5,517	4,483	1/23/2019	O	8/30/2020	
4400003669	LUPINI CONSTRUCTION INC 6081 TRENTON RD UTICA, NY 13502-6227 US	LEAK MITIGATION	E	M	5	N	03	1		9,000	0	0	9,000	1/24/2019	C		2/28/2019
4400003671	MILLER MARQUART LUMBER CO LLC 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120- 3244 US	LUMBER	E	B	5	N	N	4		31,222	25,290	25,290	5,932	1/24/2019	C		3/29/2019
4400003675	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	M	5	N	01	1		25,000	24,049	24,049	951	1/30/2019	C		7/30/2019
4400003678	THRU-WAY AUTO SPRING SERVICE 1609 MOUNT READ BLVD ROCHESTER, NY 14606-2879 US	PLOW REPAIR	S	B	5	N	N	3		6,200	6,200	6,200	0	1/30/2019	C		2/28/2019
4400003683	HILLER SYSTEMS A DIVISON OF THE HILLER CO INC 1242 EXECUTIVE BLVD CHESAPEAKE, VA 23320-2807 US	FIRE DETECTION AND ALARM SYSTEMS	A	B		N	N	2		107,384	107,384	107,384	0	8/21/2018	C		7/31/2019
4400003689	KINETICS INDUSTRIES INC 140 STOKES AVE TRENTON, NJ 08638 US	DIODE RECTIFIER	E	B	5	N	N	3	*	8,140	8,329	8,329	0	2/4/2019	C		3/15/2019
4400003700	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	5		6,741,400	2,796,154	2,796,154	3,945,246	2/4/2019	O	11/20/2020	
4400003701	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	M	5	N	01	1		22,075	22,075	22,075	0	2/5/2019	C		3/15/2019

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4400003706	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINT	E	M	5	N	N	1		7,566	7,566	7,566	0	2/6/2019	C		2/25/2019
4400003707	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINT	E	M	5	N	N	1	*	7,968	8,068	8,068	0	2/6/2019	C		2/28/2019
4400003718	IPROMOTEU.COM INC 321 COMMONWEALTH RD STE 101 WAYLAND, MA 01778-5039 US	MARKETING ITEMS	E	B	7	N	N	1		20,000	9,826	9,826	10,174	1/1/2019	C		12/31/2019
4400003727	NYS DEPARTMENT OF TRANSPORTATION 50 WOLF RD ALBANY, NY 12232-2645 US	BRIDGE REHABILITATIONS	C	B		N	N	3		9,473,467	280,115	280,115	9,193,352	3/26/2019	O	7/31/2021	
4400003728	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205 US	PARTS - ELECTRICAL	E	2	5	N	N	1		6,397	6,397	6,397	0	2/14/2019	C		2/14/2019
4400003735	TROY BELTING & SUPPLY COMPANY 70 COHOES RD WATERVLIET, NY 12189 US	MOTOR	E	2	5	N	01	1		9,884	9,785	9,785	99	2/15/2019	C		3/30/2019
4400003736	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	CONCRETE	E	B	5	N	N	1		10,000	0	0	10,000	1/1/2019	C		12/31/2019
4400003747	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	WORK CLOTHING	E	B	5	N	N	1		9,700	4,171	4,171	5,529	1/1/2019	C		12/31/2019
4400003777	CONSTRUCTIVE COPY LLC 3 NORTHWAY LN N STE 2 LATHAM, NY 12110-2239 US	MARKETING ITEMS	E	M	5	N	03	1		20,000	19,530	19,530	470	1/1/2019	C		12/31/2019
4400003794	B T & T INC 12172 STATE ROUTE 176 CATO, NY 13033-8726 US	SANDBLASTING	S	C	6	N	N	3		5,200	5,200	5,200	0	3/1/2019	O	1/6/2020	
4400003821	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	MARKETING MATERIALS	E	M	5	N	03	1		20,000	19,877	19,877	123	3/12/2019	O	3/11/2020	
4400003849	NAPA AUTO PARTS DBA FOR GENUINE PARTS CO 2401 WEHRLE DR WILLIAMSVILLE, NY 14221-7141 US	TIRE CHANGERS AND SWINGARM HELPERS	E	C	6	N	N	3		15,851	15,851	15,851	0	3/19/2019	C		4/30/2019
4400003865	TWINSTATE TECHNOLOGIES DBA FOR TWINSTATE/VOICE DATA VID IN 291 RAND HILL RD MORRISONVILLE, NY 12962-3216 US	MAINTENANCE - SOPHOS	S	B	7	N	03	3		8,405	8,405	8,405	0	3/31/2019	O	3/30/2020	

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4400003880	CARASOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - ACCELA	S	B	7	N	N	1		13,564	13,564	13,564	0	3/28/2019	O	3/27/2020	
4400003893	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	BOOM LIFT RENTAL	E	B	7	N	N	1		5,766	5,700	5,700	66	4/1/2019	C		6/30/2019
4400003920	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	OCCUPATIONAL MEDICAL	S	M	5	N	04	1		12,000	0	0	12,000	4/8/2019	C		12/31/2019
4400003952	MIDWAY INDUSTRIAL SUPPLY INC PO BOX 303 - 51 WURZ AVE UTICA, NY 13503-0303 US	PAINT	E	B	6	N	N	3		7,062	7,062	7,062	0	4/16/2019	C		8/8/2019
4400003960	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	2		2,442,000	285,942	285,942	2,156,058	4/25/2019	O	9/15/2020	
4400003971	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TOILET RENTAL	E	B	7	N	N	1		8,000	7,210	7,210	790	4/19/2019	O	4/18/2020	
4400003982	SESSLER ENVIRONMENTAL SERVICES LLC 30 VANTAGE POINT DR STE 4 ROCHESTER, NY 14624-1141 US	MARINA IMPROVEMENTS	C	B		N	N	2		1,499,000	1,499,000	1,499,000	0	4/18/2019	C		9/13/2019
4400003984	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	TRAILWAY PROJECT	C	B		N	N	3		2,071,245	509,488	509,488	1,561,757	4/26/2019	O	10/15/2020	
4400004035	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1611 BUSH ST BALTIMORE, MD 21230 US	DREDGE PIPE AND COUPLERS	E	1	5	N	N	1	*	7,456	7,557	7,557	0	5/8/2019	O	5/7/2020	
4400004037	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	ELECTICAL EQUIPMENT	E	1	6	N	N	1		5,260	5,259	5,259	1	5/9/2019	O	5/8/2020	
4400004054	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	COUNTERWEIGHT CABLES	E	B	8	N	N	2		113,377	69,600	69,600	43,777	5/15/2019	C		5/15/2019
4400004066	MIDWAY INDUSTRIAL SUPPLY INC PO BOX 303 - 51 WURZ AVE UTICA, NY 13503-0303 US	PAINT	E	C	6	N	N	3		6,902	6,902	6,902	0	5/21/2019	O	5/20/2020	
4400004072	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS AND ACCESSORIES	H	B	7	F	04	5		28,243	28,243	28,243	0	5/22/2019	C		7/30/2019
4400004077	THE CARLYLE JOHNSON MACHINE COMPANY LLC 291 BOSTON TPKE BOLTON, CT 06043-7252 US	MECHANICAL CLUTCH	E	1	9	F	N	1		14,919	0	0	14,919	5/23/2019	O	5/22/2020	

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4400004101	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	S	B	7	N	N	1		9,998	7,233	7,233	2,765	6/4/2019	O	6/3/2020	
4400004113	WOODS CRW CORP PO BOX 1099 795 MARSHALL AVE WILLISTON, VT 05495 US	CRANE RENTAL	E	C	6	N	N	3		27,900	27,900	27,900	0	6/7/2019	C		7/6/2019
4400004121	FIVE STAR EQUIPMENT INC 6500 E TAFT RD EAST SYRACUSE, NY 13057 US	HD 48" BUCKET HYUNDAI R360LC-3	E	C	6	N	N	3		8,390	8,390	8,390	0	6/11/2019	C		12/31/2019
4400004131	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		25,000	22,908	22,908	2,092	6/14/2019	O	6/13/2020	
4400004134	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	SUPPORT - MICROSOFT	S	B	7	N	N	1		33,935	33,935	33,935	0	6/28/2019	O	6/27/2020	
4400004151	PENN POWER SYSTEMS 8330 STATE RD PHILADELPHIA, PA 19136-2915 US	ENGINE REPAIR	S	2	5	F	N	1		6,038	6,038	6,038	0	9/5/2019	O	9/4/2020	
4400004175	D & D POWER LLC 16 HEMLOCK ST LATHAM, NY 12110-2217 US	POLE INSTALLATION	S	C	9	N	N	3		7,965	7,965	7,965	0	6/24/2019	O	6/23/2020	
4400004182	CUSHING STONE CO INC 725 STATE HIGHWAY 5S AMSTERDAM, NY 12010-7669 US	SAND, STONE AND GRAVEL	E	B	7	N	N	15		15,000	7,381	7,381	7,619	6/28/2019	O	6/27/2020	
4400004184	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	TRUCK RENTAL	E	B	7	N	N	1		35,200	35,200	35,200	0	6/28/2019	C		10/31/2019
4400004196	ALBANY COUNTY SHERIFF'S OFFICE COUNTY COURT HOUSE ALBANY, NY 12207 US	MARINE PATROL	S	C	9	N	N	12		6,000	0	0	6,000	7/3/2019	O	3/31/2020	
4400004197	COUNTY OF SCHENECTADY 620 STATE ST SCHENECTADY, NY 12305 US	MARINE PATROL	S	C	9	N	N	12		40,000	0	0	40,000	7/3/2019	O	3/31/2020	
4400004199	SENECA COUNTY SHERIFF 6150 STATE RTE 96 ROMULUS, NY 14541-9552 US	MARINE PATROL	S	C	9	N	N	12		40,000	0	0	40,000	7/3/2019	O	3/31/2020	
4400004202	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	LICENSE - ESA MAXIMO USER	S	M	8	N	03	1		116,399	116,399	116,399	0	6/25/2019	O	6/24/2020	
4400004231	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/11/2019	O	3/31/2020	
4400004232	COUNTY OF MONROE 130 S PLYMOUTH AVE ROCHESTER, NY 14614 US	MARINE PATROL	S	C	9	N	N	11		37,760	0	0	37,760	7/11/2019	O	3/31/2020	
4400004234	NIAGARA COUNTY SHERIFF'S OFFICE 5526 NIAGARA ST EXT LOCKPORT, NY 14095 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	

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4400004236	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004237	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEFING	S	B		N	N	1		2,934,020	2,799,060	2,799,060	134,960	7/12/2019	O	7/14/2021	
4400004240	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004241	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	9	N	N	11		32,025	0	0	32,025	7/12/2019	O	3/31/2020	
4400004242	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004248	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	TRAILWAY PROJECT	C	B		N	N	5		4,344,450	322,995	322,995	4,021,455	8/12/2019	O	11/20/2020	
4400004250	ALBANY STEEL INC 566 BROADWAY - PO BOX 4006 ALBANY, NY 12204 US	STEEL	E	C	6	N	N	3	*	6,693	6,717	6,717	0	7/16/2019	C		7/19/2019
4400004255	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	1,287	1,287	8,713	7/19/2019	O	7/18/2020	
4400004269	QUALITY CONTROLS 15 INDUSTRIAL PARK WALDWICK, NJ 07463 US	VALVES	E	C	8	F	N	5		151,770	0	0	151,770	7/26/2019	O	1/13/2020	
4400004271	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	WIRE ROPE	E	C	5	N	N	3		6,200	6,088	6,088	112	7/25/2019	C		8/16/2019
4400004273	THRUSTMASTER OF TEXAS INC 6900 THRUSTMASTER DR HOUSTON, TX 77041 US	POTENTIOMETER ASSEMBLY	E	1	5	F	N	1		6,887	6,887	6,887	0	7/26/2019	C		8/15/2019
4400004275	JASPER ENGINE EXCHANGE INC 815 WERNING ROAD JASPER, IN 47546 US	REMANUFACTURED DIESEL ENGINE	E	C	6	F	N	3		5,509	5,159	5,159	350	7/29/2019	O	7/28/2020	
4400004279	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	1,354	1,354	8,646	7/30/2019	O	7/29/2020	
4400004291	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	STONE	E	B	7	N	N	1		44,900	39,000	39,000	5,900	8/5/2019	O	8/4/2020	
4400004300	CAPITAL DISTRICT MARINA INC 17 JACKSON AVE COHOES, NY 12047-3317 US	MERCURY OUTBOARD MOTOR	E	C	5	N	N	3		6,085	6,085	6,085	0	8/9/2019	C		9/1/2019
4400004311	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	S	B	7	F	N	1		500,000	152,213	152,213	347,787	8/14/2019	O	8/13/2020	
4400004314	LUPINI CONSTRUCTION INC 6081 TRENTON RD UTICA, NY 13502-6227 US	EMERGENCY REPAIR	C	M	5	N	N	03	1	12,000	9,300	9,300	2,700	8/15/2019	O	8/14/2020	

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4400004318	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	SURVEY AND MAPPING SERVICES	P	C	8	N	04	6		14,686	0	0	14,686	8/16/2019	O	8/15/2020	
4400004333	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	SOFTWARE LICENSE IMPLEMENTATION AND MAINTENANCE	I	B		F	N	2		69,024	69,024	69,024	0	8/1/2019	O	7/31/2020	
4400004343	CCI COMPANIES PO BOX 186 CANASTOTA, NY 13032-0186 US	TRAILWAY PROJECT	C	B		N	N	2		8,331,831	0	0	8,331,831	8/30/2019	O	12/30/2020	
4400004345	NAYLOR PIPE COMPANY 1230 E 92ND ST CHICAGO, IL 60619-7997 US	COUPLINGS	E	C	6	N	N	3		13,459	12,780	12,780	679	8/27/2019	O	8/26/2020	
4400004350	THE WESSON GROUP LLC 55 EAST MAIN STREET SUITE 210 JOHNSTOWN, NY 12095-2641 US	DAM REHABILITATION	C	B		N	N	3		7,814,537	2,150,465	2,150,465	5,664,072	8/29/2019	O	10/30/2020	
4400004355	LAKE CHAMPLAIN MARITIME MUSEUM 4472 BASIN HARBOR RD VERGENNES, VT 05491 US	CONSULTATION SERVICES	P	1	8	N	N	1		115,000	0	0	115,000	9/1/2019	O	8/31/2020	
4400004356	NEW HAMPSHIRE HYDRAULICS INC 3 COLUMBIA CIRCLE MERRIMACK, NH 03054 US	GATE CYLINDER REPAIR	S	C	6	F	N	3		6,100	6,100	6,100	0	8/29/2019	O	8/28/2020	
4400004360	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	DREDGE PARTS	E	2	9	F	N	1		31,223	29,223	29,223	2,000	9/3/2019	O	9/2/2020	
4400004363	CLEMENTE LATHAM CONCRETE PO BOX 15097 ALBANY, NY 12212 US	CONCRETE AND FIBER	E	C	6	N	N	3		6,616	1,280	1,280	5,336	9/4/2019	O	9/3/2020	
4400004389	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		25,000	2,520	2,520	22,480	9/12/2019	O	9/11/2020	
4400004409	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	WORKSTATIONS	E	B	7	F	N	1		21,321	0	0	21,321	9/18/2019	C		12/15/2019
4400004434	CANADIAN PACIFIC RAILWAY DBA FOR DELAWARE & HUDSON RAILWAY C 120 S 6TH ST MINNEAPOLIS, MN 55402-1803 US	FLAGGING SERVICES	S	1	8	F	N	1		221,063	0	0	221,063	9/30/2019	O	6/30/2020	
4400004435	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	MAINTENANCE - LYRIS SOFTWARE	S	1	8	F	N	1		50,230	50,230	50,230	0	10/1/2019	O	9/30/2020	
4400004437	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	WORKSTATION	H	B	7	F	04	3		12,644	0	0	12,644	10/1/2019	O	1/7/2020	

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4400004442	STEEL SALES INC PO BOX 539 8085 STATE HIGHWAY 12 SHERBURNE, NY 13460 US	STEEL	E	C	5	N	03	3		6,760	6,760	6,760	0	10/2/2019	O	10/1/2020	
4400004446	FIRE SAFETY SYSTEMS INC 525 AERO DR STE 2 BUFFALO, NY 14225-1443 US	PUBLIC ANNOUNCEMENT SYSTEM	C	M	8	F	02	1		53,787	0	0	53,787	10/3/2019	O	6/28/2020	
4400004452	ARDEM INC 124 HILLSBOROUGH RD HILLSBOROUGH, NJ 08844-2707 US	DOCUMENT SCANNING DIGITAL SERVICES	S	B		F	04	4		69,080	0	0	69,080	10/7/2019	O	10/6/2020	
4400004459	UNDERWATER CONSULTANTS INTERNATIONAL 6428 BARTZ RD LOCKPORT, NY 14094-9507 US	EMERGENCY DIVING ASSISTANCE	S	2	5	N	N	1		12,240	12,240	12,240	0	10/9/2019	O	10/8/2020	
4400004463	WASTE MANAGEMENT LLC 2003 BLEEKER ST UTICA, NY 13501 US	RUBBISH REMOVAL	S	B	7	N	N	1		18,000	1,568	1,568	16,432	10/9/2019	O	10/8/2020	
4400004465	DRONEDEPLOY INC DBA INFATICS 1045 BRYANT ST STE 300 SAN FRANCISCO, CA 94103-4459 US	DRONEDEPLOY ENTERPRISE GOLD SUBSCRIPTION	I	2	5	F	N	1		12,500	12,500	12,500	0	10/7/2019	O	10/6/2020	
4400004469	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP 34 INCH DISPLAY MONITORS	E	B	7	F	04	4		15,500	15,500	15,500	0	10/11/2019	C		10/31/2019
4400004474	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	CRANE BASKET	E	C	6	N	N	3		7,150	0	0	7,150	10/11/2019	O	10/10/2020	
4400004482	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	AGGREGATES	E	B	7	N	N	1		75,000	0	0	75,000	10/15/2019	O	8/31/2020	
4400004487	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDESK 360 LAPTOPS AND ACCESSORIES	H	B	7	F	04	3		45,475	45,475	45,475	0	10/17/2019	C		11/13/2019
4400004498	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED SERVICE AND INSPECTION	S	B	7	N	03	2		11,849	11,849	11,849	0	10/21/2019	O	10/4/2020	
4400004504	ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	CAR RENTAL	E	B	7	N	N	1		75,000	0	0	75,000	10/23/2019	O	10/22/2020	
4400004509	ROCHESTER INDUSTRIAL SUPPLY CO INC 65 SAGINAW DR ROCHESTER, NY 14623-3131 US	PAINTING	E	C	6	N	N	3		7,610	0	0	7,610	10/27/2019	O	10/26/2020	
4400004533	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - ACCELA	S	B	7	N	N	1		34,130	34,130	34,130	0	11/8/2019	O	11/7/2020	
4400004543	XYLEM DEWATERING SOLUTIONS INC GODWIN PUMPS OF AMERICA INC 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	HOSES	E	B	5	N	N	3		8,289	0	0	8,289	11/6/2019	O	11/5/2020	

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4400004565	COLONY HARDWARE CORP COOK IRON STORE PO BOX 21216 NEW YORK, NY 10087-1216 US	LIFT SYSTEM	E	C	5	N	N	3		8,703	0	0	8,703	11/14/2019	O	11/13/2020	
4400004574	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	2		7,090	6,960	6,960	130	11/15/2019	O	11/14/2020	
4400004576	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	2		8,152	7,080	7,080	1,072	11/15/2019	O	11/14/2020	
4400004577	HUNT UNDERWATER SPECIALTIES 200 E MAIN ST PO BOX 832 WATERTOWN, NY 13601 US	DIVING SERVICES	S	C	5	N	N	2		16,500	16,500	16,500	0	11/15/2019	C		12/15/2019
4400004588	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	REWIRING, DRAINAGE IMPROVEMENTS	C	B		N	N	1		2,442,599	0	0	2,442,599	11/20/2019	O	6/30/2020	
4400004589	GODWIN PUMPS OF AMERICA 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	PUMP RENTAL	E	C	6	N	N	3		6,754	0	0	6,754	11/20/2019	O	5/5/2020	
4400004592	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	TRAILERS	E	B	8	N	N	1		131,352	0	0	131,352	11/21/2019	O	11/24/2020	
4400004598	RACO INTERNATIONAL LP 3350 INDUSTRIAL BLVD BETHEL PARK, PA 15102-2544 US	EQUIPMENT	E	2	8	F	N	1		40,803	0	0	40,803	11/21/2019	O	1/20/2020	
4400004614	84 LUMBER 1505 SCOTTSVILLE RD ROCHESTER, NY 14623-1934 US	QUOIN/MITER TIMBERS	E	B	5	N	N	3		12,390	0	0	12,390	11/29/2019	O	11/28/2020	
4400004625	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	SOFTWARE MAINTENANCE RENEWAL	S	B	7	F	N	1		15,545	15,545	15,545	0	11/18/2019	O	11/17/2020	
4400004628	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B		F	N	1		410,707	0	0	410,707	12/6/2019	O	8/31/2021	
4400004655	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033 US	SANDBLASTING	S	C	9	N	N	3		23,920	0	0	23,920	12/17/2019	O	12/16/2020	
4400004663	LAFLEUR LOGGING 9192 PUMP RD JORDAN, NY 13080-9406 US	LUMBER	E	B	5	N	N	3		15,203	0	0	15,203	12/19/2019	O	12/18/2020	
4400004666	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	EXCAVATOR WITH MULCHER RENTAL	E	B	7	N	N	1		16,800	0	0	16,800	12/20/2019	O	10/26/2020	
4400004669	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	2		5,378	0	0	5,378	12/22/2019	O	3/13/2020	
4700000000	AECOM USA INC 605 3RD AVE NEW YORK, NY 10158-0180 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B		N	N	5		1,442,915	414,085	391,987	1,028,830	1/2/2017	O	12/31/2021	

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4700000001	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		1,449,662	852,038	417,757	597,624	1/2/2017	O	12/31/2021	
4700000002	GREENMAN-PEDERSEN INC 80 WOLF RD - STE 300 ALBANY, NY 12205-2608 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		1,961,809	1,463,239	1,097,071	498,570	1/2/2017	O	12/31/2021	
4700000003	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		3,467,364	2,392,066	1,449,224	1,075,298	1/2/2017	O	12/31/2021	
4700000004	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	04	18		5,278,293	4,374,837	3,503,836	903,456	1/2/2017	O	12/31/2021	
4700000005	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	ENGINEERING SERVICES	P	C	8	N	N	18		4,491,000	2,355,358	1,699,428	2,135,642	1/2/2017	O	12/31/2021	
4700000006	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ENGINEERING SERVICES	P	C	8	N	N	18		2,550,000	1,806,820	352,933	743,180	1/2/2017	O	12/31/2021	
4700000007	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	ENGINEERING SERVICES	P	C	8	N	N	18		1,058,000	369,239	181,310	688,761	1/2/2017	O	12/31/2021	
4700000009	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENGINEERING SERVICES	P	C	8	N	N	18		1,900,000	819,970	355,066	1,080,030	1/2/2017	O	12/31/2021	
4700000010	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	ENGINEERING SERVICES	P	C	8	N	N	18		3,000,000	2,494,355	388,119	505,645	1/2/2017	O	12/31/2021	
4700000012	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	EMERGENCY SPILL RESPONSE AND RECOVERY	P	B		N	N	3		1,500,000	60,152	41,316	1,439,848	12/12/2017	O	12/31/2020	
4700000013	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061-1612 US	EMERGENCY SPILL RESPONSE AND RECOVERY	P	B		N	N	3		1,500,000	66,369	62,807	1,433,631	12/12/2017	O	12/31/2020	
4700000014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	GENERAL ENVIRONMENTAL SERVICES	P	B		F	N	29		1,471,506	1,200,278	413,321	271,228	12/14/2017	O	12/31/2020	
4700000015	LABELLA ASSOCIATES PC 300 STATE ST ROCHESTER, NY 14614 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		128,122	104,451	57,513	23,671	12/14/2017	O	12/31/2020	
4700000016	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		200,000	0	0	200,000	12/14/2017	O	12/31/2020	
4700000017	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		1,355,916	609,034	609,034	746,882	12/14/2017	O	12/31/2020	

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4700000018	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		180,147	75,233	18,391	104,914	12/14/2017	O	12/31/2020	
4700000019	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		100,000	0	0	100,000	12/15/2017	O	12/14/2020	
4700000020	THE RESEARCH FOUNDATION FOR SUNY PO BOX 9 ALBANY, NY 12201-0009 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B	8		N	10		10,000	0	0	10,000	12/15/2017	O	12/14/2020	
4700000021	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	03	10		90,000	11,500	0	78,500	12/17/2017	O	12/14/2020	
4700000022	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	N	3		4,181,663	3,629,501	0	552,162	1/19/2018	C		12/31/2019
4700000023	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	N	3		8,111,600	6,350,436	300,882	1,761,164	1/19/2018	C		12/31/2019
4700000024	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	01	1		2,878,800	2,829,287	1,328,786	49,513	1/19/2018	C		12/31/2019
4700000025	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		F	03	10		75,000	0	0	75,000	12/20/2017	O	12/14/2020	
4700000026	AECOM TECHNICAL SERVICES INC 257 W GENESEE ST - STE 400 BUFFALO, NY 14202-2657 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		75,000	0	0	75,000	12/30/2017	O	12/14/2020	
4700000027	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		364,187	284,753	150,359	79,434	1/17/2018	O	12/31/2020	
4700000028	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		355,000	193,500	193,500	161,500	1/16/2018	O	12/14/2020	
4700000029	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		110,000	56,931	54,931	53,069	10/2/2017	O	10/1/2022	
4700000030	ARCHAEOLOGY & HISTORIC RESOURCE SERVICES LLC 605 TWIN ARCH RD ROCK TAVERN, NY 12575-5324 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	C		N	03	10		100,000	0	0	100,000	1/22/2018	O	12/14/2020	
4700000031	ENVIRONMENTAL DESIGN & RESEARCH LNDSCPE ARCHIT ENGN & ENVIR SRV DPC 274 N GOODMAN ST ROCHESTER, NY 14607 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	03	10		75,000	0	0	75,000	2/4/2018	O	12/14/2020	

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4700000032	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FLOOD WARNING OPTIMIZATION SYSTEM CONSULTING SERVICES	P	2	8	N	N	1		600,000	600,000	355,556	0	3/1/2018	C		4/26/2019
4700000033	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		F	N	10		10,000	9,878	0	122	3/14/2018	O	12/14/2020	
4700000035	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	STATEWIDE DAM SAFETY ENGINEERING SERVICES	P	B		N	N	13		5,000,000	1,889,518	1,889,518	3,110,482	8/8/2018	O	8/7/2023	
4700000036	GRAINGER DBA FOR W W GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	MRO INDUSTRIAL SUPPLIES STATEWIDE	E	B		F	N	4		5,000,000	539,917	539,917	4,460,083	10/8/2018	O	10/7/2021	
4700000037	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	STATEWIDE ON DEMAND MARINE VESSEL RECOVERY	C	B		N	N	3		8,869,500	410,855	410,855	8,458,645	11/20/2018	O	11/19/2023	
4700000038	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	N	6		18,721,000	11,153,833	11,153,833	7,567,167	11/20/2018	O	11/19/2023	
4700000039	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	N	6		18,512,500	1,183,488	1,183,488	17,329,012	11/15/2018	O	11/14/2023	
4700000040	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	01	6		20,119,900	7,873,142	7,873,142	12,246,758	11/15/2018	O	11/14/2023	
4700000041	GILMAN CORPORATION PO BOX 68 GILMAN, CT 06336-0068 US	GILMAN BUOYS	E	2	8	F	01	1		150,000	115,127	115,127	34,873	1/1/2019	O	12/31/2023	
4700000042	FINGER LAKES INDUSTRIAL CONTRACTING CORP 3195 E BAYARD STREET EXT SENECA FALLS, NY 13148-9702 US	DIVING SERVICES	S	M	8	N	03	2		150,000	41,368	14,967	108,632	11/13/2018	C		11/12/2019
4700000044	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	RUBBISH REMOVAL	E	B		N	N	3		250,000	15,353	15,353	234,647	4/1/2019	O	3/31/2022	
4700000045	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	B	8	N	01	1		750,000	15,145	15,145	734,855	4/8/2019	O	4/7/2022	
4700000046	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000047	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	67,469	67,469	2,932,531	8/1/2019	O	7/31/2024	
4700000048	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	

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4700000049	POPLI ARCHITECTURE + ENGINEERING & LS DPC 555 PENBROOKE DR PENFIELD, NY 14526-2035 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	04	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000050	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	04	20		3,000,000	117,594	117,594	2,882,406	8/1/2019	O	7/31/2024	
4700000051	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	21,454	21,454	2,978,546	8/1/2019	O	7/31/2024	
4700000052	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000053	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000054	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000055	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000056	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE RENTAL EQUIPMENT SERVICES WITH OR WITHOUT OPERATOR	E	B		N	N	4		5,000,000	176,055	176,055	4,823,945	7/30/2019	O	7/30/2024	
4700000057	M G MCLAREN ENGINEERING AND LAND SURVEYING PC 530 CHESTNUT RIDGE RD WOODCLIFF LAKE, NJ 07677-8407 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000058	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000059	COLLINS ENGINEERS P.C. 44 DALLIBA AVE STE 240 WATERVLIET, NY 12189-4017 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000060	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
C010281	ENERGETIX CORPORATION 2000 N DREXEL BLVD OKLAHOMA CITY, OK 73107-3130 US	EMPLOYEE DRUG AND ALCOHOL TESTING	S	B	1	N	N	1		133,501	16,436	8,093	117,065	1/1/2015	C		12/31/2019

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C010290	DAVIS VISION INC PO BOX 848376 DALLAS, TX 75284-8376 US	EMPLOYEE VISION CARE SERVICES	S	B		N	N	1		1,453,551	30,442	8,331	1,423,109	3/1/2015	O	2/28/2020	
C010318	N Y S OFFICE OF GENERAL SERVICES OGS - AGENCY 01050 EMPIRE STATE PLZ PO BOX 2166 ALBANY, NY 12220 US	MEDIA SERVICES	P	B		N	N	1		104,387	0	0	104,387	11/14/2014	O	11/13/2020	
C010324	WAGEWORKS INC 29 COUNTRY FAIR FL 2 TALLAHASSEE, FL 32303 US	EMPLOYEE FLEXIBLE SPENDING PROGRAM	S	B		N	N	1		33,498	2,884	995	30,614	8/1/2015	O	4/30/2021	
D214130	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	ROCHESTER: EAST GUARD LOCK REHABILITATION MONORE COUNTY	C	B		N	N	1		6,512,951	41,087	0	6,471,864	1/1/2013	C		11/22/2019
D214233	K C I ENGINEERING OF NEW YORK PC PO BOX 791479 BALTIMORE, MD 21279-1479 US	STEEL REPAIRS AND PAINTING OF TOWERS	C	B		N	N	1		934,000	529,494	116,602	404,506	1/1/2014	C		1/23/2019
D214309	CHA CONSULTING INC PO BOX 5269 ALBANY, NY 12205-0269 US	TRAILWAY PROJECT	C	B		N	N	1		1,620,500	723,532	380,934	896,968	12/1/2014	C		12/31/2019
D214405	SHUMAKER CONSULTING ENGINEERING & L 143 COURT ST BINGHAMTON, NY 13901 US	STORMWATER PROGRAM	C	B		N	03	1		1,000,000	11,068	0	988,932	10/22/2015	O	10/21/2020	
D214440	GREENMAN-PEDERSEN INC 80 WOLF RD STE 300 ALBANY, NY 12205 US	BELOW WATER INSPECTION SERVICES	S	B		N	N	1		2,297,493	2,081,762	943,931	215,731	9/6/2016	C		12/31/2019
D214441	COLLINS ENGINEERS P.C. 44 DALLIBA AVE STE 240 WATERVLIET, NY 12189-4017 US	ABOVE WATER INSPECTION SERVICES	S	B		N	N	1		2,426,238	1,994,700	883,131	431,538	7/25/2016	C		8/13/2019
D214464	ERDMAN ANTHONY AND ASSOCIATES INC 145 CULVER RD STE 200 ROCHESTER, NY 14620-1679 US	REPLACEMENT OF THE LYONS DRY DOCK MITER GATES	C	B		N	N	1		1,494,777	28,223	0	1,466,554	3/10/2016	C		3/29/2019
D214500	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	DESIGN ENGINEERING SERVICES	S	B	8	N	N	1		3,000,000	781,653	653,864	2,218,347	3/1/2018	O	11/17/2020	
T-15000	MIDWAY INDUSTRIAL SUPPLY INC 51 WURZ AVE UTICA, NY 13503 US	PAINT	E	C		N	N	7		180,433	1,032	0	179,401	6/29/2015	C		11/22/2019

CANALS TOTALS

314,997,503 137,043,622 87,499,310 177,954,585

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Total Number of Contracts	361	
Total Contract Value		\$314,997,503
Total Expended to Date		\$137,043,622
Total Expended in Report Year		\$87,499,310
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	205	\$244,532,630
Closed Contracts	156	\$70,464,873
<u>Method of Award Summary</u>		
Competitive Bid	252	\$297,301,959
Sole Source	18	\$784,922
Single Source	18	\$1,860,986
Competitive Search	57	\$14,432,307
MWBE/SBE	16	\$617,329
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	12	\$32,490,967
Construction	35	\$189,239,349
Equipment / Goods / Commodities	173	\$27,015,052
IT Hardware	6	\$523,059
IT Software	6	\$213,720
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	40	\$45,114,665
IT Consulting and Development	0	\$0
Other Non-Personal Services	89	\$20,400,691
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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4500291583	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	DODGE CAB AND CHASSIS	E	B	7	N	N	4		81,949	81,949	81,949	0	11/13/2017	C		1/11/2019
4500294218	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	IT SUPPORT AND SERVICE	S	2	1	F	N	1		486,203	486,203	104,865	0	2/2/2018	C		1/31/2019
4500294603	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ANNUAL SOFTWARE	S	2	1	F	N	1		390,839	178,821	0	212,018	2/14/2018	C		2/7/2019
4500296193	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	S	B	7	F	N	1		363,190	203,190	103,354	160,000	4/4/2018	C		4/2/2019
4500296518	DIANE M SCHNIER 10081 MULANEY RD MARCY, NY 13403-2038 US	TRAINING - VOICE OVER SERVICES	S	2	9	N	N	1		5,000	2,048	0	2,952	4/12/2018	C		4/10/2019
4500296644	VERIZON CONNECT NWF INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	GPS/TELEMATICS SERVICE	S	B	7	F	N	1		160,000	148,986	90,911	11,014	4/17/2018	C		4/10/2019
4500297665	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	ARCHING CONTACT	E	B	5	N	N	2		32,992	32,992	32,992	0	5/16/2018	C		2/12/2019
4500297666	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	INSULATORS	E	B	5	N	N	2		22,050	22,050	22,050	0	5/16/2018	C		5/14/2019
4500299152	HENDERSON FORD MV1 OF ROCHESTER HENDERSON FORD WEBSTER FORD INC 810 RIDGE RD WEBSTER, NY 14580 US	FORD F550	E	B	7	N	04	5		85,222	85,222	85,222	0	7/9/2018	C		4/3/2019
4500299651	J & J EQUIPMENT LLC 9055 BREWERTON RD BREWERTON, NY 13029-8509 US	TYMCO 600 SWEEPER RENTAL	E	B	5	N	N	2		28,350	8,700	8,700	19,650	7/24/2018	O	6/1/2021	
4500299738	BEYER OF MORRISTOWN LLC 200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089 US	FOUR CHRYSLER PACIFICA TOURING HYBRID VEHICLES	E	B	7	N	N	3		164,697	164,697	164,697	0	7/26/2018	C		1/4/2019
4500299835	FILTREC CORP 5440 LOCKWOOD RD AUBURN, NY 13021-8110 US	LIFT INSTALL	S	B	5	N	N	1		12,450	12,450	12,450	0	7/30/2018	C		6/5/2019
4500299864	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	MATS MOPS AND COVERALLS	E	B	5	N	N	1		5,450	5,378	3,285	72	7/31/2018	C		7/31/2019
4500300017	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	INSULATORS	E	B		F	N	1		302,763	302,763	302,763	0	8/3/2018	C		1/17/2019

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4500300151	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL OF BOOM LIFT	E	B	5	N	N	2		24,153	24,153	12,358	0	8/8/2018	C		5/20/2019
4500300436	MITCHELL 1 PO BOX 509044 SAN DIEGO, CA 92150-9044 US	SNAP-ON SHOPKEY	I	2	5	F	N	1		21,538	20,050	0	1,488	8/16/2018	C		3/28/2019
4500300920	NAVISTAR INC INTERNATIONAL TRUCK & ENGINE CORP 399 ALBANY SHAKER RD SUITE 202 LOUDONVILLE, NY 12211 US	DUMP TRUCK PURCHASE	E	B	7	N	N	1		1,592,337	1,592,337	1,592,337	0	8/30/2018	C		11/19/2019
4500301475	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	TELEMETRY	E	B		F	N	1	*	211,768	211,940	37,230	0	9/18/2018	C		1/3/2019
4500301486	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	JCI RENEWAL	R	B	7	N	N	1		78,272	55,486	16,263	22,786	9/18/2018	C		9/16/2019
4500301834	LITHIA OF YORKVILLE-2 LLC CARBONE CHRYSLER DODGE JEEP RAM 5017 COMMERCIAL DR YORKVILLE, NY 13495-1105 US	FORD F150 PICKUP TRUCKS (8)	E	B		N	N	1		298,224	298,224	298,224	0	9/27/2018	C		2/22/2019
4500302015	HERC RENTALS INC 4578 BUCKLEY RD LIVERPOOL, NY 13088-2509 US	RENTAL OF FORD F550 DUMP TRUCK WITH PLOW AND SANDER	E	B	5	N	N	1		22,155	13,080	8,005	9,075	10/3/2018	C		1/16/2019
4500302115	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	CLASS 8 HEAVY DUTY TRUCKS	E	B		N	03	6		428,180	428,180	428,180	0	10/5/2018	C		11/22/2019
4500302156	TRS INC 7314 SCHUYLER RD EAST SYRACUSE, NY 13057-9737 US	TRAILER REFURBISHMENT	S	B		N	N	1		47,893	46,783	46,783	1,110	10/9/2018	C		10/7/2019
4500302307	CAPPELLINO CHEVROLET INC 9000 BOSTON STATE RD BOSTON, NY 14025 US	THREE CHEVY BOLT EV'S, ONE CHEVY VOLT	E	B	7	N	N	1		132,810	132,810	101,810	0	10/15/2018	C		2/26/2019
4500302325	CARMODY FORD INC 1111 STATE ROUTE 29 GREENWICH, NY 12834-6108 US	FORD XL SUPERCREW F150 4X4 WITH 5.5 BOX (FIVE)	E	B	7	N	N	6		179,194	179,194	179,194	0	10/15/2018	C		1/17/2019
4500302968	ROBERT GREEN AUTO & TRUCK INC 236 BRIDGEVILLE RD MONTICELLO, NY 12701-3853 US	TWO DODGE RAM 550 CAB AND CHASSIS	E	B		N	N	2		153,785	153,785	153,785	0	11/2/2018	C		2/5/2019
4500303027	LAKE ASSAULT BOATS LLC 1 CLOUGH AVE SUPERIOR, WI 54880-1300 US	TWO LAKE ASSAULT WORK BOATS	E	B		F	N	2		109,457	109,457	109,457	0	11/5/2018	C		3/25/2019
4500303169	LITHIA OF YORKVILLE-2 LLC CARBONE CHRYSLER DODGE JEEP RAM 5017 COMMERCIAL DR YORKVILLE, NY 13495-1105 US	FOUR FORD F550 CAB AND CHASSIS	E	B		N	N	1		333,087	333,087	333,087	0	11/7/2018	C		7/18/2019

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4500303270	STEET PONTE FORD INC 5074 COMMERCIAL DR YORKVILLE, NY 13495-1106 US	SEVEN FORD F350 SRW CAB CHASSIS	E	B		N	N	2	427,903	427,903	427,903	0	11/9/2018	C		10/1/2019
4500303492	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	TEREX DEMAG AC55-3 60 TON ALL TERRAIN CRANE	E	B		N	N	3	839,500	839,500	839,500	0	11/20/2018	C		6/28/2019
4500303545	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	BLASTOFF MAXI CABINET	E	B	5	N	01	1	7,225	7,153	7,153	72	11/21/2018	C		2/7/2019
4500303723	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	ENVIRONMENTAL SERVICES	S	2	5	N	01	1	21,440	0	0	21,440	11/29/2018	C		11/27/2019
4500303794	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	MAINTENANCE - IBM	R	B	7	F	N	1	57,109	57,109	57,109	0	12/3/2018	C		2/20/2019
4500303839	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	MAINTENANCE - VISTA DSS	I	1	5	F	N	1	25,000	25,000	25,000	0	12/4/2018	C		8/6/2019
4500303880	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	TRANSFER SWITCHES	E	B	5	N	01	1	49,900	49,401	49,401	499	12/5/2018	C		3/12/2019
4500303922	MULTI MACHINE INC 2 VILET FARM RD ASBURY, NJ 08802-1171 US	PRINOTH TROOPER TRACKED VEHICLE	E	B		F	N	1	218,400	218,400	218,400	0	12/5/2018	C		3/14/2019
4500303938	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	DEAD END ASSEMBLY	E	B	5	N	N	1	11,984	11,984	11,984	0	12/6/2018	C		2/22/2019
4500304019	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	F	N	1	7,280	7,172	0	108	12/10/2018	C		1/8/2019
4500304022	REGIONAL INTERNATIONAL OF WNY INC 1007 LEHIGH STATION HENRIETTA, NY 14467 US	TRAIL-EZE TE401A SLIDING AXLE TILT DECK TRAILER	E	B		N	N	1	65,325	65,325	65,325	0	12/10/2018	C		4/10/2019
4500304063	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	F	N	1	5,861	5,819	0	42	12/11/2018	C		1/8/2019
4500304080	ACCESS COMPLIANCE LLC 776A WATERVLIET SHAKER RD LATHAM, NY 12110-2209 US	MEDICAL SERVICES	S	2	5	N	N	1	47,000	38,284	37,219	8,716	12/11/2018	C		12/9/2019
4500304131	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	TWO - JUNGHEINRICH EFT220-36 ELECTRIC FORKLIFTS	E	B		N	N	6	68,248	68,248	68,248	0	12/12/2018	C		5/6/2019
4500304229	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ACRONIS BACKUP	I	B	5	N	04	2	20,520	20,520	20,520	0	12/14/2018	C		1/3/2019

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4500304372	THOMPSON & JOHNSON EQUIPMENT CO INC 6926 FLY RD EAST SYRACUSE, NY 13057-9660 US	2 CLARK C25 FORKLIFTS, 1 DREXEL SLT-30AC FORKLIFT	E	B		N	N	6		121,726	121,726	121,726	0	12/19/2018	C		6/30/2019
4500304494	H F BROWN MACHINE CO INC 708 STATE ST - PO BOX 849 UTICA, NY 13503 US	COPPER TERMINALS	E	B	5	N	01	1		20,280	20,280	20,280	0	12/21/2018	C		2/28/2019
4500304495	INDUSTRIAL PRECISION PRODUCTS INC 350 MITCHELL ST RD #1 OSWEGO, NY 13126-3620 US	RUNNER SEAL FLANGE	E	B	5	N	01	1		13,900	13,900	13,900	0	12/21/2018	C		3/6/2019
4500304534	GLOBAL INDUSTRIES INC C/O HUMMELS 17 W STOW RD MARLTON, NJ 08053-3116 US	FURNITURE	E	B	7	F	N	1		7,256	7,256	7,256	0	12/26/2018	C		4/4/2019
4500304708	NORTHLAND TRAILERS LLC 9280 RIVER RD MARCY, NY 13403-2069 US	UNITED CARGO TRAILERS	E	B		N	N	4		40,761	40,761	40,761	0	1/3/2019	C		4/16/2019
4500304775	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	HEATER HOUSING	E	B	5	N	N	4		8,998	8,998	8,998	0	1/4/2019	C		2/8/2019
4500304784	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	16" SPACER	E	B	5	N	N	3		9,893	9,893	9,893	0	1/4/2019	C		2/13/2019
4500305181	CLARK EQUIPMENT CO DBA BOBCAT CO 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	DOOSAN LCV6 MOBILE LIGHT TOWER	E	B	7	N	N	1		9,165	9,165	9,165	0	1/16/2019	C		5/15/2019
4500305227	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	5	N	N	1		6,425	6,425	6,425	0	1/17/2019	C		2/13/2019
4500305272	RIBCRAFT USA LLC 88 - 100 HOODS LN - PO BOX 463 MARBLEHEAD, MA 01945-0463 US	BOAT	E	B		F	N	1		61,373	61,373	61,373	0	1/18/2019	C		5/21/2019
4500305318	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	REPAIR	E	1	5	N	N	1		6,397	6,397	6,397	0	1/22/2019	C		2/6/2019
4500305347	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F350 DRW 4X4 REG CAB HEAVY DUTY	E	B		N	N	2		47,905	47,905	47,905	0	1/22/2019	C		7/29/2019
4500305381	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CONDUCTOR	E	B	5	N	N	3		7,250	7,250	7,250	0	1/23/2019	C		2/21/2019
4500305383	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	3100 BAY PARTS	E	B	5	N	N	3		16,912	16,912	16,912	0	1/23/2019	C		4/12/2019

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4500305493	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	EMERGENCY REPAIR	S	1	5	N	N	1		15,338	0	0	15,338	1/25/2019	O	1/24/2020	
4500305541	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TELESCOPIC BOOM RENTAL	E	B	5	N	N	4		5,600	2,950	2,950	2,650	1/28/2019	C		4/22/2019
4500305558	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	PULLER AND REEL RENTAL	E	B	5	N	N	1		34,391	34,391	34,391	0	1/28/2019	C		4/22/2019
4500305671	ROLLINGSTAR MANUFACTURING INC 8151 STATE RTE12 - PO BOX 471 BARNEVELD, NY 13304 US	ROLLINGSTAR RS8.5X34 5TH VAN TRAILER	E	B		N	N	1		75,145	75,145	75,145	0	1/30/2019	C		11/7/2019
4500305739	NORTHLAND TRAILERS LLC 9280 RIVER RD MARCY, NY 13403-2069 US	OFFICE TRAILERS AND CARGO TRAILERS	E	B		N	N	4		150,749	150,749	150,749	0	1/31/2019	C		9/3/2019
4500305912	POWER LINE SYSTEMS INC 610 N WHITNEY WAY - STE 160 MADISON, WI 53705 US	LICENSES - PLS-CADD	I	1	5	F	N	1		14,204	14,204	14,204	0	2/5/2019	C		2/21/2019
4500305918	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	REBAR	E	B	5	N	N	1		5,560	5,560	5,560	0	2/5/2019	C		2/28/2019
4500305943	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERY CELL AND RACK	E	B	5	N	01	1		14,686	14,686	14,686	0	2/6/2019	C		3/25/2019
4500306022	MOHAWK INDUSTRIAL WERKS LLC 140 CAREY RD QUEENSBURY, NY 12804-7830 US	9' ALUMINUM TRACK SET FOR PISTEN BULLY PB100	E	B	5	N	N	1		29,035	29,035	29,035	0	2/7/2019	C		3/5/2019
4500306074	REGIONAL INTERNATIONAL CORP 1007 LEHIGH STATION RD HENRIETTA, NY 14467-9311 US	REPAIR	S	2	5	N	N	1		11,035	11,035	11,035	0	2/11/2019	C		2/26/2019
4500306133	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TRUCK RENTAL	E	B	5	N	N	3		12,583	11,793	11,793	790	2/12/2019	C		10/1/2019
4500306147	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	BOOM LIFT RENTAL	E	B		N	N	4		195,742	195,742	195,742	0	2/12/2019	C		5/13/2019
4500306217	DEFENDER INDUSTRIES INC 42 GREAT NECK RD WATERFORD, CT 06385-3334 US	BOAT	E	B	5	F	N	1		16,100	16,100	16,100	0	2/14/2019	C		3/25/2019
4500306277	H F BROWN MACHINE CO INC 708 STATE ST - PO BOX 849 UTICA, NY 13503 US	COPPER BUSHINGS	E	B	5	N	01	1		41,400	41,400	41,400	0	2/15/2019	C		4/3/2019

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4500306279	ROVENDALE AG & BARN INC 34872 ROUTE 6 WYSOX, PA 18854 US	YANMAR 3TNV88-DSXR REMAN DIESEL ENGINE	E	B	5	F	N	2		6,500	5,600	5,600	900	2/15/2019	C		3/27/2019
4500306604	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		6,271	6,254	6,254	17	3/18/2019	C		4/8/2019
4500306685	JAMES MITSUBISHI OF ROME JAMES CARS 1925 BLACK RIVER BLVD ROME, NY 13440 US	MITSUBISHI OUTLANDER GT PHEV (2)	E	B		N	N	2		70,558	70,558	70,558	0	3/4/2019	C		3/20/2019
4500306717	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	STEEL STRUCTURES 3314/7302	E	B	5	N	N	3		43,720	43,720	43,720	0	3/4/2019	C		7/15/2019
4500306918	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1		6,082	6,075	6,075	7	3/8/2019	C		3/18/2019
4500306923	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1	*	6,480	6,537	6,537	0	3/8/2019	C		3/18/2019
4500306934	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	RELAY TEST SET	E	1	1	F	N	1		71,250	71,250	71,250	0	3/8/2019	C		5/9/2019
4500306941	FLIR COMMERCIAL SYSTEMS INC FORMERLY FLIR SYSTEMS INC 9 TOWNSEND W NASHUA, NH 03063-1233 US	SF6 CAMERA	E	1	1	F	N	1		99,285	99,285	99,285	0	3/8/2019	C		5/2/2019
4500306946	GENERGY CORP 1873 WESTERN AVE STE 204 ALBANY, NY 12203-5028 US	765KV BREAKER CABLES	E	B		N	01	2	*	145,575	147,305	147,305	0	3/8/2019	C		10/7/2019
4500307163	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	BOOM LIFT RENTAL	E	B	6	N	N	4		21,094	10,749	10,749	10,345	3/15/2019	C		4/22/2019
4500307164	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	CABLES	E	B	5	N	N	1		17,680	17,680	17,680	0	3/15/2019	C		6/28/2019
4500307486	POWERTEL UTILITIES CONTRACTORS LTD 150 REGIONAL RD 10 WHITEFISH, ON P0M 3E0 CA	EQUIPMENT RENTAL	E	B	8	F	N	4		63,066	31,533	31,533	31,533	3/25/2019	C		4/29/2019
4500307586	CORROSION PRODUCTS & EQUIPMENT INC 110 ELMGROVE PARK ROCHESTER, NY 14624-1359 US	REPAIR	C	2	5	N	N	1		28,825	28,825	28,825	0	3/26/2019	C		5/20/2019
4500307622	OLDCASTLE PRECAST INC 1002 15TH ST SW - STE 110 AUBURN, WA 98001-6502 US	CABLE TRENCH	E	B		F	N	2		137,788	137,788	137,788	0	3/28/2019	C		10/24/2019
4500307790	SNAP-ON TOOLS CORP 91 CEDAR ST MILFORD, MA 01757 US	FLEET TOOLS/ PARTS	E	B	7	N	N	1		13,679	13,679	13,679	0	4/2/2019	C		9/19/2019
4500307860	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	BARE COPPER WIRE	E	B	6	N	N	3		5,500	5,500	5,500	0	4/4/2019	C		4/15/2019

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4500308293	LITHIA OF UTICA-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13501-1016 US	SEVEN FORD TRUCKS F150/F250/F350	E	B		N	N	4		270,601	270,601	270,601	0	4/16/2019	C		9/27/2019
4500308322	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	11	*	7,685	7,688	7,688	0	4/17/2019	C		5/16/2019
4500308326	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		8,089	8,072	8,072	17	4/17/2019	C		5/6/2019
4500308346	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EQUIPMENT RENTAL	E	B	5	N	N	9		34,593	23,218	23,218	11,375	4/17/2019	C		7/8/2019
4500308355	CONCORDE SPECIALTY GASES INC 36 EATON RD EATONTOWN, NJ 07724 US	SF6 REMOVAL	S	B	5	N	N	1		8,545	8,545	8,545	0	4/17/2019	C		5/2/2019
4500308363	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	BEAM DETECTORS JARVIS	E	2	5	N	N	1		28,644	28,644	28,644	0	4/17/2019	C		6/6/2019
4500308716	KNOXVILLE MOTOR CO MERCEDES BENZ OF KNOXVILLE 10131 PARKSIDE DR KNOXVILLE, TN 37922-1945 US	MERCEDES METRIS CARGO VAN	E	B	5	F	N	1		31,297	31,297	31,297	0	4/29/2019	C		5/29/2019
4500308825	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	JLG 660SJC TELESCOPIC BOOM LIFT ON CRAWLER CHASSIS	E	B		N	N	3		124,529	124,529	124,529	0	5/2/2019	C		8/1/2019
4500308892	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	ENTERPRISE TECH SUPPORT	S	B	7	N	N	1		65,820	65,820	65,820	0	5/3/2019	C		7/10/2019
4500308903	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3904 US	FELLING XF-70-2 HDG DETACHABLE GOOSENECK TRAILER	E	B	7	N	N	2		82,081	0	0	82,081	5/6/2019	O	3/5/2020	
4500308987	SIEMENS INDUSTRY INC 6075 E MALLOY RD - STE 4 SYRACUSE, NY 13211-2134 US	PARTS	E	1	5	N	N	1		38,145	38,145	38,145	0	5/7/2019	C		12/6/2019
4500308991	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	2020 FREIGHTLINER 122SD	E	B		N	03	4		145,926	145,926	145,926	0	5/7/2019	C		11/22/2019
4500309177	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET EQUIPMENT MAINTENANCE	S	B	7	F	N	1		400,000	148,363	148,363	251,637	5/13/2019	O	5/10/2020	
4500309313	GRASSLAND EQUIPMENT & IRRIGATION CORP 892-898 TROY SCHENECTADY RD LATHAM, NY 12110-1698 US	TORO GROUNDSMASTER MOWERS - (2) MODEL 5910, (1) MODEL 3280-D	E	B	7	N	N	1		252,561	252,561	252,561	0	5/16/2019	C		7/9/2019

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4500309373	DEERE & COMPANY AG & TURF CBD & GOVERNMENT SALES 2000 JOHN DEERE RUN CARY, NC 27513-2789 US	JOHN DEERE 4044R COMPACT UTILITY TRACTOR	E	B	7	N	N	1		43,197	43,197	43,197	0	5/20/2019	C		7/12/2019
4500309377	ALTEC INDUSTRIES INC POB 11407 BIRMINGHAM, AL 35246-0414 US	ALTEC DC1317 13" DISC STYLE CHIPPER	E	B	7	F	N	1		42,695	42,695	42,695	0	5/20/2019	C		8/1/2019
4500309602	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL FREIGHTLINER CASCADIA ROAD TRACTOR	E	B	5	N	N	1		11,513	4,866	4,866	6,647	5/29/2019	C		6/14/2019
4500309635	LITHIA OF YORKVILLE-2 LLC CARBONE CHRYSLER DODGE JEEP RAM 5017 COMMERCIAL DR YORKVILLE, NY 13495-1105 US	2020 DODGE DURANGO PURSUIT AWD VEHICLES (2)	E	B		N	N	1		70,258	70,258	70,258	0	5/29/2019	C		12/2/2019
4500309690	HYCOTEC INC 786 CAISTOR CENTRE RD CAISTOR CENTRE, ON L0R 1E0 CA	INSPECTION OF BRONTO AERIAL DEVICE	S	B	5	N	N	2		38,379	34,279	34,279	4,100	5/30/2019	C		8/7/2019
4500309872	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		5,436	5,432	5,432	4	6/5/2019	C		6/21/2019
4500309918	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1	*	5,950	5,951	5,951	0	6/6/2019	C		6/21/2019
4500309926	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	ION EXCHANGER	E	B	5	N	N	2		8,388	8,388	8,388	0	6/6/2019	C		8/23/2019
4500310092	WEBSMART CHEVROLET LLC 5049 W RIDGE RD SPENCERPORT, NY 14559-1107 US	2020 CHEVROLET COLORADO ZR2	E	B	7	N	N	3		40,722	0	0	40,722	6/11/2019	O	1/2/2020	
4500310110	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	STOCK ITEMS	E	B	6	F	N	1	*	9,186	9,266	9,266	0	6/12/2019	C		6/21/2019
4500310150	PIONEER MOTORSPORT INC 12220 OLEAN RD CHAFFEE, NY 14030-9767 US	TWO POLARIS GEM EL XD ELECTRIC VEHICLES	E	B		N	N	1		68,706	68,706	68,706	0	6/12/2019	C		9/27/2019
4500310186	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	CHRYSLER PACIFICA HYBRID TOURING PLUS VEHICLES (3)	E	B	7	N	N	1		125,539	0	0	125,539	6/13/2019	O	2/15/2020	
4500310238	TC COMMUNICATIONS INC 17881 CARTWRIGHT RD IRVINE, CA 92614-6216 US	JUMBO SWITCH 4U	H	B	5	N	N	2	*	14,909	15,129	15,129	0	6/14/2019	C		8/6/2019
4500310240	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	OPSNET EQUIPMENT	H	B	5	N	N	2	*	19,590	19,601	19,601	0	6/14/2019	C		7/26/2019
4500310296	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DIFFERENTIAL RELAY	E	B	5	N	01	2		25,940	25,681	25,681	259	6/17/2019	C		8/9/2019

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4500310321	OSMOSE UTILITIES SERVICES INC 631 HIGHWAY 74 S PEACHTREE CITY, GA 30269 US	WOOD POLE INSPECTION AND TREATMENT	S	B		N	N	1		1,672,568	0	0	1,672,568	6/18/2019	O	6/16/2020	
4500310454	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	3 RAM 150 CLASSIC ST CREW CAB PICK UP TRUCKS	E	B	7	N	N	7		79,472	0	0	79,472	6/24/2019	O	2/28/2020	
4500310460	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	2 RAM 2500 TRADESMAN CREW CAB PICK-UP TRUCKS	E	B	7	N	N	6		66,882	0	0	66,882	6/24/2019	C		12/23/2019
4500310710	PROMETEK INC 1005 NORDIQUE AVE QUEBEC CITY, PQ G1C 0C7 CA	STRUCTURAL STEEL	E	B	8	F	N	1		78,864	78,864	78,864	0	6/27/2019	C		12/12/2019
4500310730	VAN BORTEL CHEVROLET 1338 RTE 31 MACEDON, NY 14502-9764 US	2020 CHEVROLET EXPRESS 2500 CARGO WT	E	B	7	N	N	2		24,583	0	0	24,583	7/11/2019	O	1/14/2020	
4500310851	LITHIA OF UTICA-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13501-1016 US	SUBARU CROSSTREK PHEV AWD (6)	E	B	7	N	N	1		206,406	206,406	206,406	0	7/3/2019	C		9/17/2019
4500310894	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	5 SNAP ON EEAC334 POLARTEK DUAL AC MACHINES AND COVERS	E	B		N	N	2		54,100	54,100	54,100	0	7/3/2019	C		7/23/2019
4500310906	BEYER OF MORRISTOWN LLC 200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089 US	CHRYSLER PACIFICA TOURING PLUS HYBRID	E	B	7	F	N	3		41,256	0	0	41,256	7/3/2019	O	1/30/2020	
4500310913	MORIN DIESEL LLC DBA FOR JESSE MORIN 1587 PORTLAND COBALT RD PORTLAND, CT 06480-1755 US	FAT TRUCK 2.8C OFF-ROAD UTILITY VEHICLE	E	B		F	N	1		187,250	187,250	187,250	0	7/3/2019	C		12/9/2019
4500311032	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	RAM 1500 CLASSIC ST CREW CAB PICK-UP	E	B	7	N	N	5		28,730	0	0	28,730	7/9/2019	O	2/28/2020	
4500311105	SOUTHWORTH-MILTON INC MILTON CAT 100 QUARRY DR MILFORD, MA 01757 US	CAT 304E2 CR MINI HYDRAULIC EXCAVATOR	E	B	7	F	N	1		100,525	100,525	100,525	0	7/11/2019	C		10/31/2019
4500311135	TES INC 286 CENTRAL AVE KEARNY, NJ 07032-8651 US	MANITOU JIB	E	B	5	N	N	2		5,230	5,230	5,230	0	7/11/2019	C		10/25/2019
4500311275	AMERICAN MACHINE TOOLS INC 5866 NORTHWEST HWY CHICAGO, IL 60631-2641 US	HYDRAULIC BRAKE	E	B	5	N	N	3		41,300	41,300	41,300	0	7/16/2019	C		12/30/2019
4500311308	NORTHWAY TOYOTA DBA FOR ALBANYT LLC 737 NEW LOUDON RD LATHAM, NY 12110-4017 US	TWO TOYOTA RAV 4 HYBRID VEHICLES	E	B	7	N	N	1		56,516	56,516	56,516	0	7/17/2019	C		8/26/2019
4500311436	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	SLUICE GATE NO.4 GROUTING	S	B		N	01	1		372,438	309,652	309,652	62,786	7/22/2019	C		12/12/2019

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4500311442	NORTHWAY TOYOTA DBA FOR ALBANY LLC 737 NEW LOUDON RD LATHAM, NY 12110-4017 US	FIVE TOYOTA PRIUS PRIME LE PHEV'S	E	B	7	N	N	2		134,591	134,591	134,591	0	7/25/2019	C		12/9/2019
4500311449	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	DOBLE SOFTWARE PROTECTION	I	1	5	N	N	1		7,000	0	0	7,000	7/23/2019	O	7/21/2020	
4500311518	NAVISTAR INC INTERNATIONAL TRUCK & ENGINE CORP 399 ALBANY SHAKER RD SUITE 202 LOUDONVILLE, NY 12211 US	FOUR CLASS 5 TRUCKS	E	B	7	N	N	7		428,473	0	0	428,473	8/13/2019	O	3/31/2020	
4500311523	AEBI NEW ENGLAND LLC 166 RIVER ST RTE 123-PO BOX 173 ALSTEAD, NH 03602-0173 US	2 AEBI TT281 SLOPE MOWERS	E	B		F	N	2		469,734	469,734	469,734	0	7/24/2019	C		9/3/2019
4500311558	ARIZONA TRAILER SPECIALISTS INC C&I EQUIPMENT PO BOX 18985 TUCSON, AZ 85731-8985 US	1,000 GALLON WATER TRAILER	E	B		F	N	4		19,900	19,900	19,900	0	7/31/2019	C		10/16/2019
4500311682	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1	*	6,025	6,036	6,036	0	7/29/2019	C		8/6/2019
4500311684	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1	*	5,389	5,397	5,397	0	7/29/2019	C		8/6/2019
4500311696	DRIVERS VILLAGE INC 5885 E CIRCLE DR STE 200 CICERO, NY 13039-8753 US	ONE MITSUBISHI OUTLANDER PHEV	E	B		N	N	3		36,087	36,087	36,087	0	7/29/2019	C		9/3/2019
4500311753	US FLEET SOURCE DBA FOR FLEET VEHICLE SOURCE INC 979 S VILLAGE OAKS DR COVINA, CA 91724-3617 US	FOUR MITSUBISHI OUTLANDER PHEV FE S-AWC VEHICLES	E	B		F	N	3		131,468	0	0	131,468	7/30/2019	C		12/26/2019
4500311856	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	TEREX PARTS	E	B	5	N	N	2	*	8,735	8,979	8,979	0	8/1/2019	C		8/14/2019
4500311932	SILVER CITY TIRE INC 201 GENESEE ST ONEIDA, NY 13421 US	GOODYEAR TIRES	E	B	5	N	N	3		8,656	8,656	8,656	0	8/6/2019	C		8/13/2019
4500312141	VERIZON CONNECT NWF INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	GPS/TELEMATICS SERVICE	S	B	7	F	N	1		125,070	28,399	28,399	96,671	9/1/2019	O	8/31/2020	
4500312186	PAT'S TIRE & SERVICE INC 501 ERIE BLVD W ROME, NY 13440-4805 US	GOODYEAR AND FIRESTONE TIRES MOUNTED AND BALANCED	E	B	5	N	N	2		5,493	5,493	5,493	0	8/13/2019	C		9/3/2019
4500312237	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	BOOM LIFT RENTAL	E	B	5	N	N	2		17,028	13,920	13,920	3,108	8/14/2019	C		11/8/2019

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4500312363	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	UPS EQUIPMENT	E	B	5	N	N	3	24,400	20,607	20,607	3,793	8/19/2019	O	8/18/2020	
4500312921	CONCORDE SPECIALTY GASES INC 36 EATON RD EATONTOWN, NJ 07724 US	SF6 REMOVAL	S	B	5	N	N	2	7,545	7,545	7,545	0	9/4/2019	C		9/17/2019
4500313081	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	STOCK ITEMS	E	2	5	N	N	1	27,560	27,560	27,560	0	9/9/2019	C		10/17/2019
4500313181	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1	6,150	6,159	6,159	0	9/11/2019	C		10/16/2019
4500313201	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1	6,561	6,565	6,565	0	9/11/2019	C		10/23/2019
4500313281	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	EXMUX MODULES	E	B	5	N	N	2	11,314	11,314	11,314	0	9/13/2019	C		10/10/2019
4500313339	PIONEER MOTORSPORT INC 12220 OLEAN RD CHAFFEE, NY 14030-9767 US	POLARIS GEM E4 ELECTRIC VEHICLE	E	B	5	N	N	2	37,249	37,249	37,249	0	9/16/2019	C		12/6/2019
4500313432	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	PARTS	E	B	5	N	N	3	17,871	17,871	17,871	0	9/18/2019	C		10/16/2019
4500313471	METROWEST ELECTRIC SALES INC 18 LYMAN ST - STE A WESTBOROUGH, MA 01581-1436 US	ACTING PRESS	E	B	5	N	N	2	10,283	10,283	10,283	0	9/18/2019	C		9/27/2019
4500313482	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	SF6 MANIFOLD EQUIPMENT	E	B	5	N	N	3	10,602	0	0	10,602	9/19/2019	O	9/18/2020	
4500313528	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	STOCK ITEMS	E	B	5	N	01	3	26,000	25,740	25,740	260	9/19/2019	C		11/20/2019
4500313557	CUSTOM TRUCK ONE SOURCE RENTALS LLC DBA FOR CUSTOM TRUCK ONE SOURCE LP PO BOX 2652 CINNAMINSON, NJ 08077-5652 US	RENTAL OF DRUM PULLER, BULLWHEEL TENSIONER AND REEL STAND	E	B	5	F	N	2	21,990	0	0	21,990	9/20/2019	C		11/29/2019
4500313599	MITCHELL 1 PO BOX 509044 SAN DIEGO, CA 92150-9044 US	ANNUAL SNAP-ON SHOPKEY TRACTOR AND PRODEMAND RENEWAL	I	2	5	F	N	1	22,310	0	0	22,310	9/23/2019	O	9/20/2020	
4500313615	BR JOHNSON LLC 6960 FLY RD EAST SYRACUSE, NY 13057-9660 US	DOOR EXIT BARS	E	B	5	N	N	3	8,060	8,060	8,060	0	9/23/2019	C		11/25/2019
4500313873	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	CARD KEY MAINTENANCE	S	B	7	N	N	1	105,550	105,550	105,550	0	9/30/2019	C		10/30/2019

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4500313941	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	RENTAL OF JLG 1350SJP AND JLG 1500SJP BOOM LIFTS	E	B	5	N	N	3		19,787	19,787	19,787	0	10/2/2019	C		11/25/2019
4500313946	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	EMERGENT REPAIR AUTOBANK 2	C	2	5	F	N	1		34,234	34,234	34,234	0	10/2/2019	C		10/2/2019
4500314121	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	HDE IT-4 INSULATION TESTER KIT	E	B	6	N	N	2		5,383	5,383	5,383	0	10/7/2019	C		10/30/2019
4500314213	TIFCO INDUSTRIES INC 21400 US HWY 290 CYPRESS, TX 77429 US	200 GALLON DIGITAL FLOW METERS AND HYDRA TEST COMBO KITS	E	C	5	F	N	2		25,887	25,887	25,887	0	10/8/2019	C		10/18/2019
4500314257	S & B COMPUTER & OFFICE PRODUCTS INC 17 WOOD RD - STE 700 ROUND LAKE, NY 12151 US	ANNUAL CALENDAR ORDER	E	B	6	N	04	1		5,224	5,224	5,224	0	10/9/2019	C		10/25/2019
4500314268	JPJ ELECTRONICS COMMUNICATIONS INC 1 W WHITESBORO ST YORKVILLE, NY 13495 US	LOW BAND BASE	E	B	5	N	N	2		19,243	0	0	19,243	10/9/2019	O	10/8/2020	
4500314379	OCUTO BLACKTOP & PAVING CO INC 846 LAWRENCE ST ROME, NY 13440-8102 US	PAVING	S	B	5	N	03	3		42,363	42,363	42,363	0	10/11/2019	C		12/30/2019
4500314952	MILLS ELECTRICAL SUPPLY INC 739 ERIE BLVD W ROME, NY 13440-3913 US	72W LED FIXTURES	E	B	5	N	N	3		14,260	0	0	14,260	10/30/2019	O	1/7/2020	
4500314977	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL - TENSION PULLER	E	B	5	N	N	2		9,594	9,594	9,594	0	10/30/2019	C		11/29/2019
4500314993	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	STOCK ITEMS	E	B	5	N	N	2		29,925	5,397	5,397	24,528	10/30/2019	O	1/27/2020	
4500315040	CLARK EQUIPMENT CO DBA BOBCAT CO/ DOOSAN PP/ DOOSAN NA 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	BOBCAT 5600 TELEHANDLER	E	B	7	N	N	1		71,225	0	0	71,225	11/5/2019	O	1/14/2020	
4500315066	DRIVERS VILLAGE INC 5885 E CIRCLE DR STE 200 CICERO, NY 13039-8753 US	MITSUBISHI OUTLANDER PHEV	E	B		N	N	3		35,400	35,400	35,400	0	11/1/2019	C		11/12/2019
4500315144	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CAPSTAN EQUIPMENT	E	B	5	N	N	1		14,022	0	0	14,022	11/5/2019	O	11/4/2020	
4500315226	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI REPRESENTATIVE SITE CONSULT	S	1	5	F	N	1		12,495	8,625	8,625	3,870	11/6/2019	C		11/8/2019
4500315263	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1	*	5,900	5,910	5,910	0	11/7/2019	C		11/25/2019
4500315267	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	5	N	N	1		6,210	6,189	6,189	21	11/7/2019	C		11/25/2019

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4500315345	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	MAINTENANCE - IBM	R	B	7	N	N	1		23,596	0	0	23,596	11/12/2019	O	11/11/2020	
4500315624	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	BOARD, ASSEMBLY	E	B	5	N	N	3		14,134	14,134	14,134	0	11/20/2019	C		12/10/2019
4500315707	GEXPRO DBA FOR REXEL USA INC 30 CORPORATE CIR STE 200 ALBANY, NY 12203-5149 US	POTENTIAL TRANSFORMER	E	B	5	N	N	4		25,092	0	0	25,092	11/22/2019	O	1/30/2020	
4500315795	CONTINUUM SYSTEMS DBA FOR RTB INC 2401 BURNET AVE SYRACUSE, NY 13206-3029 US	ANNUAL MAINTENANCE	R	2	5	N	N	1		7,071	7,071	7,071	0	11/25/2019	O	11/24/2020	
4500315933	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	BREAKER PARTS	E	B	5	N	N	4		29,955	6,513	6,513	23,442	12/3/2019	C		12/12/2019
4500315944	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	MAINTENANCE - SCADA	R	1	1	N	N	1		427,923	0	0	427,923	12/3/2019	O	1/2/2020	
4500316001	HAGE CARPET CO INC 4661 COMMERICAL DR - PO BOX 335 NEW HARTFORD, NY 13413 US	CARPET INSTALLATION AND MATERIALS	S	B	7	N	N	1		27,854	0	0	27,854	12/4/2019	O	1/30/2020	
4500316155	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	2020 JLG 1850AJ BOOM LIFT WITH SKYPOWER	E	B		N	N	6		349,687	0	0	349,687	12/6/2019	O	1/15/2020	
4500316247	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	CONTACT ARCING	E	B	5	N	N	3		18,802	0	0	18,802	12/10/2019	O	12/9/2020	
4500316251	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	MULTILIN RELAY	E	B	5	N	N	3		14,840	0	0	14,840	12/10/2019	O	1/9/2020	
4500316383	HINKEL EQUIPMENT RENTAL ASSOC INC 2410 HIGH RD HUNTINGDON VALLEY, PA 19006 US	REPAIR OF BRONTO SI 178	S	1	6	F	N	1		8,935	8,935	8,935	0	12/13/2019	O	12/13/2020	
4500316391	ROBERT BROOKE & ASSOCIATES 1465 AXTELL DR STE B TROY, MI 48084-7000 US	BATHROOM PARTITION	E	B	5	N	N	2		6,340	0	0	6,340	12/13/2019	O	1/31/2020	
4500316392	BRODNER EQUIPMENT INC 3918 LYELL RD ROCHESTER, NY 14606-4398 US	WALK BEHIND MOWER	E	B	5	N	N	2		10,250	0	0	10,250	12/13/2019	O	12/12/2020	
4500316438	NORTHWAY TOYOTA DBA FOR ALBANYT LLC 737 NEW LOUDON RD LATHAM, NY 12110-4017 US	2020 TOYOTA PRIUS PRIME LE	E	C	6	N	N	3		26,918	26,918	26,918	0	12/16/2019	C		12/19/2019
4500316454	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	BREAKER SUPPORT	S	2	5	N	N	1		18,025	0	0	18,025	12/17/2019	O	12/16/2020	

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4500316457	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1		6,995	6,982	6,982	13	12/17/2019	O	1/6/2020	
4500316496	GOTTOGO ELECTRIC INC DBA FOR GOTTOGO ENTERPRISES 7865 E MAIN RD LE ROY, NY 14482-9747 US	POTENTIAL TRANSFORMER	E	B	5	N	03	3		45,675	0	0	45,675	12/17/2019	O	12/16/2020	
4500316519	SPECVIEW CORPORATION 11010 HARBOR HILL DR STE B GIG HARBOR, WA 98332-8953 US	SCADA SOFTWARE	I	2	5	N	N	1		5,385	0	0	5,385	12/17/2019	O	1/6/2020	
4500316546	YOKOGAWA CORPORATION OF AMERICA C/O APPLIED MEASUREMENT & CONTROL 314 HOGAN RD FAIRPORT, NY 14450-8414 US	TELECOMM EQUIPMENT	E	2	5	N	N	1		8,859	0	0	8,859	12/18/2019	O	12/16/2020	
4500316557	POWER LINE SYSTEMS INC 610 N WHITNEY WAY - STE 160 MADISON, WI 53705 US	PLS CADD LICENSE RENEWAL	I	2	5	F	N	1		15,624	0	0	15,624	12/18/2019	O	12/16/2020	
4500316577	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		5,858	5,857	5,857	1	12/20/2019	O	1/6/2020	
4500316671	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	STORM TRAILER	E	B	5	N	01	3		14,280	0	0	14,280	12/20/2019	O	1/3/2020	
4600002761	NORTHLINE UTILITIES LLC DBA FOR NORTHLINE VENTURES INC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	TRANSMISSION EMERGENCY RESPONSE SERVICES	S	B		N	01	3		2,500,000	0	0	2,500,000	2/7/2014	C		2/6/2019
4600002762	MICHEL'S POWER A DIV OF MICHEL'S CORP 1775 E SHADY LN NEENAH, WI 54956 US	TRANSMISSION EMERGENCY RESPONSE SERVICES	S	B		F	N	3		2,500,000	0	0	2,500,000	2/7/2014	C		2/6/2019
4600003160	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711 US	RUBBISH REMOVAL	S	B	7	N	N	2		80,000	38,999	10,253	41,001	4/1/2016	O	3/31/2020	
4600003271	HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	AERIAL INSPECTIONS	S	B		F	N	2		2,800,000	1,239,150	496,336	1,560,850	1/27/2017	O	1/26/2022	
4600003318	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	CONSTRUCTION OF EMERGENCY ENERGY CONTROL CENTER	C	B		N	N	2		12,532,665	12,104,294	2,501,919	428,371	6/1/2017	O	6/30/2020	
4600003587	AVIATION SERVICES UNLIMITED LLC PO BOX 629 ORISKANY, NY 13424 US	GENERAL HELICOPTER SERVICES	S	B		N	N	3		200,000	141,243	141,243	58,757	1/24/2019	C		12/31/2019

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4600003588	RIGHT BROTHER AVIATION DBA FOR RIGHT BROTHER AVIATION LLC 12100 ALLEN RD CHAFFEE, NY 14030-9417 US	GENERAL HELICOPTER SERVICES	S	B		N	N	3		200,000	0	0	200,000	1/24/2019	C		12/31/2019
4600003741	KENNY CONSTRUCTION COMPANY 2215 SANDERS RD STE 400 NORTHBROOK, IL 60062-6114 US	MATERIAL MANAGEMENT SERVICES FOR MOSES ADIRONDACK SMART PATH RELIABILITY PROJECT (MASPRP)	C	B		F	N	5		11,122,740	0	0	11,122,740	10/14/2019	O	1/8/2020	
4600003772	CUSTOM LEARNING TECHNOLOGIES LLC LISA HAGERTY 4555 STATE ROUTE 150 WYNANTSKILL, NY 12198-8182 US	ELEARNING AND GRAPHICS SUPPORT	S	B		N	N	4		100,000	0	0	100,000	11/6/2019	O	11/5/2020	
4600003773	G-CUBE WEBWIDE SOFTWARE PVT LTD 1600 DUANE AVE SANTA CLARA, CA 95054-3442 US	ELEARNING AND GRAPHICS SUPPORT	S	B		F	N	4		150,000	0	0	150,000	11/6/2019	O	11/5/2020	
4600003840	OLDCASTLE PRECAST INC 1002 15TH ST SW - STE 110 AUBURN, WA 98001-6502 US	CABLE TRENCH	E	B		N	N	2		2,000,000	0	0	2,000,000	12/27/2019	O	12/26/2024	
CEC TOTALS										51,830,658	26,231,687	14,839,632	25,601,531				

Total Number of Contracts	209	
Total Contract Value		\$51,830,658
Total Expended to Date		\$26,231,687
Total Expended in Report Year		\$14,839,632
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	48	\$33,131,665
Closed Contracts	161	\$18,698,993
<u>Method of Award Summary</u>		
Competitive Bid	179	\$49,872,289
Sole Source	11	\$725,972
Single Source	17	\$1,179,592
Competitive Search	2	\$52,805
MWBE/SBE	0	\$0
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	0	\$0
Construction	4	\$23,718,464
Equipment / Goods / Commodities	157	\$14,356,168
IT Hardware	2	\$34,499
IT Software	8	\$131,581
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	0	\$0
IT Consulting and Development	5	\$593,971
Other Non-Personal Services	33	\$12,995,975
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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4500211243	BENTLY NEVADA INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	FURNISH, DELIVER, INSTALL CONDITION MONITORING SYSTEMS	E	B		F	N	1		815,412	715,422	47,026	99,990	1/3/2012	O	12/31/2022	
4500289017	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	TURBINE LUBE OIL	E	B		N	N	1		142,012	138,854	76,451	3,158	8/28/2017	C		12/30/2019
4500289082	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	VARIABLE FREQUENCY DRIVES	E	B	5	F	N	2		48,816	39,016	0	9,800	11/3/2017	O	3/1/2020	
4500291748	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	PACS MONITORING SYSTEM RENEWAL	E	B	5	F	N	1		8,931	8,931	0	0	1/13/2018	C		1/31/2019
4500292355	WATERLOGIC USA INC PO BOX 677867 DALLAS, TX 75267-7867 US	WATER FILTRATION UNITS AND INSTALLATION/MAINTENANCE	E	B	5	F	01	1		42,250	42,250	2,750	0	12/7/2017	C		6/23/2019
4500292513	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	HVAC AUTOMATION CONTROL PACKAGE	E	1	8	N	N	1		124,409	93,307	31,102	31,102	12/12/2017	C		3/31/2019
4500293016	FRONTIER INSULATION CONTRACTORS 2101 KENMORE AVE BUFFALO, NY 14207 US	INSULATION SERVICES	S	B	5	N	N	2		45,000	19,754	19,754	25,246	3/21/2018	C		3/20/2019
4500294967	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	MAINTENANCE - SECURITY SYSTEMS	S	B	7	N	N	1		135,000	135,000	0	0	3/1/2018	C		2/28/2019
4500295245	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	SIEMENS SERVICE BLDG AUTOMATION SYSTEM	S	B	5	N	N	1		23,984	23,984	5,996	0	3/1/2018	C		2/28/2019
4500295764	INSIGHT SERVICES INC TESTOIL 20338 PROGRESS DR STRONGSVILLE, OH 44149-3220 US	OIL TESTING SERVICES	S	1	5	F	N	1		17,000	0	0	17,000	3/22/2018	C		3/21/2019
4500295949	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FLOOR MAT RENTAL AND SERVICE	S	B	5	N	N	2		23,000	15,316	6,461	7,684	4/6/2018	C		4/5/2019
4500296179	WILMAC BUSINESS EQUIPMENT CO INC 73 STATE ST ROCHESTER, NY 14614-1369 US	NICE RECORDING SYSTEM UPGRADES AND SUPPORT	E	1	5	N	N	1		18,829	18,829	0	0	4/4/2018	C		5/28/2019
4500296185	DORITEX CORP 11980 WALDEN AVE ALDEN, NY 14004-9709 US	INDUSTRIAL WIPERS AND SORBENT RUGS RENTAL AND SERVICE	S	B		N	N	1		95,000	89,141	25,229	5,859	4/4/2018	C		4/4/2019
4500296792	UNITED RENTALS (NORTH AMERICA) INC DBA RELIABLE ONSITE SERVICES 100 FIRST STAMFORD PL - STE 700 STAMFORD, CT 06902-9200 US	RESTROOM TRAILER RENTAL AND WEEKLY SERVICE	E	B	5	N	N	1		31,795	31,795	12,985	0	4/27/2018	C		4/26/2019

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4500296936	KAMAN INDUSTRIAL TECHNOLOGIES CORP PO BOX 30672 HARTFORD, CT 06150 US	MAINTENANCE - DACS	S	1	8	N	N	1	77,000	67,340	47,850	9,660	4/30/2018	C		4/29/2019
4500297010	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	SECURITY FENCE MAINTENANCE AND SERVICE AGREEMENT	S	B	5	N	01	1	27,086	27,085	12,823	1	4/30/2018	C		4/29/2019
4500297454	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	MAINTENANCE - VDS	S	1	8	N	N	1	99,000	98,006	22,430	994	6/1/2018	C		5/31/2019
4500297486	FUTURE TECHNOLOGIES VENTURE LLC 355 SATELLITE BLVD NE STE 350 SUWANEE, GA 30024-7284 US	JW WATER LEVEL COMMUNICATIONS PARTS AND INSTALLATION	E	B	5	F	N	2	34,803	33,650	33,650	1,153	5/11/2018	C		10/28/2019
4500297719	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	ELECTRICAL PANELS	E	B		F	N	3	428,227	428,227	428,227	0	5/18/2018	C		3/13/2019
4500298450	MASSIVE TESTING & BALANCING LLC DBA FOR MARK A SNYDER 1 MADISON AVE BATAVIA, NY 14020 US	T.A.B. FOR LPGP CHILLER UPGRADES	S	B	5	N	N	2	5,480	5,480	5,480	0	6/13/2018	C		6/1/2019
4500298628	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	SAFETY GUARDRAILS - LPGP	E	B		N	01	1	35,586	5,327	5,327	30,259	6/20/2018	C		10/25/2019
4500298638	GE INTELLIGENT PLATFORMS INC C/O AUTOMATECH INC 138 INDUSTRIAL PARK RD PLYMOUTH, MA 02360-7243 US	GLOBAL CARE SUPPORT SERVICES	S	1	5	N	N	1	26,413	26,413	0	0	6/27/2018	C		4/26/2019
4500298948	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	FURNITURE	E	B	5	N	N	1	5,868	5,868	5,868	0	6/29/2018	C		5/30/2019
4500299251	CRYSTAL ROCK HOLDINGS INC CRYSTAL ROCK LLC 840 AERO DR CHEEKTOWAGA, NY 14225-1451 US	BOTTLED WATER AND DISPENSING UNITS	E	B	5	N	N	1	33,000	13,162	9,164	19,838	7/12/2018	O	7/11/2021	
4500299726	DAVIS-ULMER SPRINKLER CO INC 1 COMMERCE DR AMHERST, NY 14228-2395 US	FIRE SUPPRESSION SYSTEM REPAIRS AND MAINTENANCE	S	B	5	N	N	2	24,900	7,570	1,565	17,330	8/1/2018	C		7/31/2019
4500299931	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	EV CHARGING STATIONS	E	B		F	N	1	492,790	492,790	492,790	0	8/1/2018	C		3/13/2019

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4500300836	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	CONFINED SPACE RESCUE TEAM SERVICES	S	B	5	N	N	2		24,000	0	0	24,000	8/30/2018	C		8/29/2019
4500300937	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	ROCK SALT	E	B	5	N	N	1		38,263	24,208	24,208	14,055	8/31/2018	C		8/31/2019
4500301257	PRECISION PROCESS EQUIPMENT INC 2111 LIBERTY DR NIAGARA FALLS, NY 14304-3744 US	VALVE SEATS	E	B	5	N	N	1		18,225	18,225	18,225	0	9/11/2018	C		3/13/2019
4500301439	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	NETWORK MANAGED SYSTEMS - POWER VISTA WIFI	R	M	5	N	03	1		14,454	0	0	14,454	10/29/2018	C		10/28/2019
4500301532	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	SEWER SYSTEM ASSESSMENT	S	B		N	N	2		110,000	110,000	110,000	0	9/19/2018	C		8/6/2019
4500301676	APPLIED INSPECTION SERVICES INC 153 WALES AVE TONAWANDA, NY 14150-2507 US	NON-DESTRUCTIVE EXAMINATION SERVICES	S	B	5	N	N	3		11,055	3,563	3,563	7,492	9/25/2018	C		9/24/2019
4500301879	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	BRIDGE REPLACEMENT STRUCTURAL CONDITION ASSESSMENT	A	B		N	N	2		680,900	411,100	411,100	269,800	9/28/2018	O	11/27/2020	
4500302302	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	PACKING GLAND	E	B	5	N	N	1		21,400	21,400	21,400	0	10/15/2018	C		5/28/2019
4500302443	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	BREAKER REMANUFACTURE SERVICES	E	B		N	N	4		25,661	25,661	25,661	0	10/18/2018	C		5/30/2019
4500302720	JAMESON ROOFING CO INC 3649 LAKE SHORE DR E DUNKIRK, NY 14048-9778 US	HOIST BUILDING ROOF REPAIRS	C	B		N	N	2		113,975	80,426	80,426	33,549	10/26/2018	C		10/25/2019
4500302775	NORTHEAST METROLOGY CORP 4490 BROADWAY DEPEW, NY 14043-2904 US	RM AND LPGP TOOL CALIBRATIONS	S	B	5	N	N	1		9,977	9,778	9,778	199	11/1/2018	C		10/28/2019
4500302985	CIR ELECTRICAL CONSTRUCTION CORP 400 INGHAM AVE BUFFALO, NY 14218-2536 US	LED HIGH BAY LIGHTING INSTALLATION SERVICES	S	B		N	N	3		97,450	97,450	97,450	0	11/2/2018	C		3/13/2019
4500303026	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	MOTOR INSPECTIONS AND REPAIRS	S	B	5	N	N	2		45,000	43,299	40,637	1,701	11/5/2018	C		11/4/2019

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4500303185	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE REMOVAL SERVICES	S	B	7	N	N	1		99,000	72,620	68,481	26,380	11/10/2018	C		11/9/2019
4500303390	ROSS VALVE MANUFACTURING CO INC 79 102ND ST TROY, NY 12180-1125 US	ROSS VALVE REPLACEMENT	E	B	5	N	N	2		14,421	14,421	14,421	0	11/15/2018	C		3/13/2019
4500303456	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	GOVERNOR FILTERS	E	B	5	F	N	1		22,620	22,620	20,735	0	11/19/2018	C		11/18/2019
4500303584	HAFCO FOUNDRY & MACHINE CO INC 301 GREENWOOD AVE MIDLAND PARK, NJ 07432-1484 US	SHEAR PINS	E	B	5	F	N	2		26,000	26,000	26,000	0	11/27/2018	C		5/28/2019
4500303592	NIAGARA LAWN & GARDEN INC 4835 SAUNDERS SETTLEMENT RD NIAGARA FALLS, NY 14305 US	SIDE WALK SNOW PLOWING SERVICES - OFFSITE	S	B	5	N	N	1		7,150	3,900	3,900	3,250	11/26/2018	C		5/30/2019
4500303672	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	SENSOR DEPLOYMENT FANDECK	I	B	5	N	04	1		39,334	39,334	39,334	0	11/28/2018	C		3/29/2019
4500304037	UNIFIN INTERNATIONAL A DIV OF WABTEC CANADA INC 1030 CLARKE SIDE RD LONDON, ON N6A 4P4 CA	STATOR COOLERS	E	B		F	N	1		240,200	240,200	240,200	0	12/10/2018	C		5/30/2019
4500304041	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO SWITCHES	E	B	7	N	04	1		60,719	60,719	60,719	0	12/10/2018	C		2/15/2019
4500304101	HEWLETT PACKARD ENTERPRISE CO 3000 HANOVER ST PALO ALTO, CA 94304-1185 US	SCADA HARDWARE MAINTENANCE	S	B	5	N	N	1		33,732	33,732	33,732	0	12/11/2018	C		5/30/2019
4500304116	KESTREL POWER ENGINEERING LLC 9126 N 2150 EAST RD FAIRBURY, IL 61739-9204 US	TESTING AND ANALYSIS FOR NERC MOD 26-27	S	1	8	F	N	1		89,950	89,950	89,950	0	12/11/2018	C		12/10/2019
4500304181	S & B COMPUTER & OFFICE PRODUCTS INC 17 WOOD RD - STE 700 ROUND LAKE, NY 12151 US	OFFICE SUPPLIES	E	M	8	F	04	1		61,958	36,631	36,631	25,327	1/1/2019	C		12/31/2019
4500304232	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	5	N	01	1		20,000	9,906	7,037	10,094	12/14/2018	C		5/28/2019
4500304258	GEXPRO DBA FOR REXEL USA INC 30 CORPORATE CIR STE 200 ALBANY, NY 12203-5149 US	PROTECTION RELAYS	E	B	5	F	N	4		9,454	9,454	9,454	0	12/17/2018	C		2/15/2019
4500304430	ABB INC 180 ROTTERDAM INDUSTRIAL PARK ROTTERDAM, NY 12306-1920 US	PROTECTION RELAYS	E	B	5	N	N	4		29,634	29,634	29,634	0	12/20/2018	C		5/28/2019

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4500304519	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	PILOT VALVE AND BUSHINGS	E	B	5	F	N	2		9,902	9,902	9,902	0	12/26/2018	C		2/15/2019
4500304583	WNY OCCUPATIONAL HEALTH CARE 621 10TH ST - PO BOX 708 NIAGARA FALLS, NY 14301-1813 US	OFFSITE PRE-EMPLOYMENT PHYSICALS AND OTHER MEDICAL SERVICES	S	B	5	N	N	2		39,090	13,895	13,895	25,195	1/1/2019	C		12/31/2019
4500304592	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	2		11,000	6,577	6,577	4,423	1/1/2019	O	12/31/2020	
4500304596	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	2		15,000	4,762	4,762	10,238	1/1/2019	O	12/31/2020	
4500304814	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	WIRE ROPE AND SLINGS	E	B	5	F	N	2		10,163	10,163	10,163	0	1/7/2019	C		2/15/2019
4500305205	KLEIN STEEL SERVICE INC 1050 MILITARY RD BUFFALO, NY 14217-2528 US	ALUMINUM GRATING	E	B	5	N	N	2		11,186	11,186	11,186	0	1/17/2019	C		2/15/2019
4500305330	NATIONAL GRATING #102-5041 REGENT ST BURNABY, BC V5C 4H4 CA	DURA STAIR TREADS	E	B	5	F	N	1		10,600	10,600	10,600	0	1/22/2019	C		5/28/2019
4500305351	TATE ANDALE LLC 1941 LANSOWNE RD BALTIMORE, MD 21227 US	DUPLEX STRAINER PARTS	E	B	5	F	N	2		8,285	8,285	8,285	0	1/22/2019	C		3/13/2019
4500305375	GUARDIAN BOOTH LLC 29 N ROOSEVELT AVE STE 301 SPRING VALLEY, NY 10977-7844 US	SECURITY GUARD BOOTH	E	B	5	N	N	2		16,096	16,096	16,096	0	1/23/2019	C		5/30/2019
4500305638	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		5,200	5,200	5,200	0	1/30/2019	C		3/13/2019
4500305718	JOHNSON CONTROLS FIRE PROTECTION LP DBA FOR TYCO FIRE & SECURITY MGMT IN 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE SUPPRESSION SYSTEM REPAIR	S	B	5	N	N	1		6,487	6,487	6,487	0	1/31/2019	C		5/28/2019
4500305734	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	RM EXCITER RELAY	E	B	5	F	N	2		5,994	5,994	5,994	0	1/31/2019	C		10/28/2019
4500305901	LOUIS ALLIS DBA FOR ALLIANCE SPECIALTY MOTORS 645 LESTER DOSS RD WARRIOR, AL 35180-3851 US	ELECTRICAL MOTORS	E	B		F	N	7		132,620	132,620	132,620	0	2/5/2019	C		8/6/2019
4500305904	NORTHEAST UNIFORM SERVICES INC PO BOX 14 YORKVILLE, NY 13495-0014 US	SECURITY UNIFORMS	E	B	5	N	01	1		5,160	3,791	3,791	1,369	4/1/2019	O	3/31/2020	

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4500306122	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		23,097	23,097	23,097	0	2/11/2019	C		10/28/2019
4500306166	HV DIAGNOSTICS INC 271 ROPE MILL PKWY #2 WOODSTOCK, GA 30188 US	TESTER KIT	E	B	5	F	N	1		9,020	9,020	9,020	0	2/12/2019	C		3/13/2019
4500306171	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	OFFICE SUPPLIES	E	B	5	F	N	3		5,812	5,812	5,812	0	2/12/2019	C		2/28/2019
4500306187	GEOPHYSICAL SURVEY SYSTEMS INC 40 SIMON ST NASHUA, NH 03060-3075 US	GEOPHYSICAL SCAN SYSTEM	E	B	5	F	N	3	*	23,990	24,050	24,050	0	2/13/2019	C		3/13/2019
4500306210	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		5,858	5,858	5,858	0	2/14/2019	C		5/28/2019
4500306282	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	MAINTENANCE - SECURITY SYSTEMS	S	B	7	N	N	1		266,900	266,900	266,900	0	3/1/2019	O	2/29/2020	
4500306349	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	LIGHT FIXTURES	E	B	5	F	N	5		33,595	33,595	33,595	0	2/20/2019	C		5/28/2019
4500306497	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	ELECTRICAL BREAKER REPAIRS	E	B	5	N	N	1		49,500	47,744	47,744	1,756	2/25/2019	C		3/29/2019
4500306505	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	OMICRON I AND C TEST EQUIPMENT CALIBRATION	S	1	5	F	N	1		7,650	7,650	7,650	0	2/26/2019	C		10/25/2019
4500306522	LIFTING GEAR HIRE CORP 9925 INDUSTRIAL DR BRIDGEVIEW, IL 60455-2408 US	LIFTING BEAM RENTAL	E	B	5	F	N	1		6,700	6,700	6,700	0	2/26/2019	C		5/28/2019
4500306568	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	SIEMENS SERVICE BLDG AUTOMATION SYSTEM	S	B	5	N	N	1		24,944	18,708	18,708	6,236	3/1/2019	O	2/28/2020	
4500306665	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK RESEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	CRANE BRAKES	E	B	5	F	N	1	*	10,556	10,664	10,664	0	3/1/2019	C		5/28/2019
4500306792	MVA POWER INC 1 HOLLY RD MONTREAL QC, PQ H3X 3K6 CA	OCB CONTACTS	E	B		F	N	3		86,169	86,169	86,169	0	3/6/2019	C		8/7/2019

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4500307128	WAGNER PRECISION INC 583 DIVISION ST N TONAWANDA, NY 14120-4209 US	VALVE STEMS NUTS	E	B	5	N	N	1		7,215	7,215	7,215	0	3/14/2019	C		5/30/2019
4500307498	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	FIELD PANEL UPGRADES	E	B	7	N	N	1		585,122	192,889	192,889	392,233	3/25/2019	O	3/24/2020	
4500307562	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	UNIT BOARD TIMER	E	B	5	F	N	2		9,751	9,751	9,751	0	3/26/2019	C		8/7/2019
4500307592	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FLOOR MAT AND URINAL MAT RENTAL/SERVICE	E	B	5	N	N	1		24,500	11,341	11,341	13,159	4/6/2019	O	4/5/2020	
4500307595	BUFFALO INDUSTRIAL CHEMICALS INC PO BOX 664 NORTH TONAWANDA, NY 14120 US	WATER COOLING TOWER TREATMENT SERVICES	S	B	5	N	N	1		16,932	10,694	10,694	6,238	4/1/2019	C		11/30/2019
4500307619	PRENTICE OFFICE ENVIRONMENTS INC 472 FRANKLIN ST BUFFALO, NY 14202 US	CARPET	E	B	5	N	N	1		7,800	7,800	7,800	0	3/27/2019	C		5/30/2019
4500307645	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	5	N	01	1		7,950	7,950	7,950	0	3/28/2019	C		5/28/2019
4500307647	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	5	N	N	1		8,375	8,375	8,375	0	3/28/2019	C		5/28/2019
4500307666	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE	E	B	5	N	01	1		7,481	7,481	7,481	0	3/28/2019	C		5/30/2019
4500307695	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		9,833	9,833	9,833	0	3/29/2019	C		5/30/2019
4500307745	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	OCCUPATIONAL HEALTHCARE SERVICES	S	B		N	04	2		348,600	194,550	194,550	154,050	4/1/2019	O	12/31/2020	
4500307873	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	LED LIGHT FIXTURES	E	B	5	N	N	3		15,119	15,119	15,119	0	4/4/2019	C		5/30/2019
4500307875	OFFICE MASTER INC C/O PRENTICE OFFICE ENVIRONMENTS 1110 SOUTH MILDRED AVE ONTARIO, CA 91761-3512 US	OFFICE FURNITURE	E	B	5	N	N	1		6,552	6,552	6,552	0	4/4/2019	C		8/7/2019

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4500307878	CIVIL AND ENVIROMENTAL CONSULTANTS OF NEW YORK INC 331 USHERS RD STE 19 BALLSTON LAKE, NY 12019-1546 US	ZEBRA MUSSEL TESTING SERVICES	S	B	5	N	N	2		15,000	13,500	13,500	1,500	6/1/2019	O	5/31/2020	
4500307910	PROTEUS GROUP 124 PARNELL RD ST CATHARINES, ON L2M 1V4 CA	ZEBRA MUSSEL CONTROL SERVICES	S	B	5	N	N	2		36,360	36,360	36,360	0	4/5/2019	C		12/12/2019
4500307924	SOUTHWORTH-MILTON INC MILTON CAT 100 QUARRY DR MILFORD, MA 01757 US	DOZER RENTAL	E	B	5	N	N	1		40,000	26,667	26,667	13,333	4/5/2019	C		5/24/2019
4500308015	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	230 KV BUSHINGS	E	B		F	N	3		965,410	0	0	965,410	6/4/2019	O	1/31/2020	
4500308022	GE DIGITAL LLC DBA FOR GENERAL ELECTRIC CO 41 FARNSWORTH ST BOSTON, MA 02210-1236 US	GLOBALCARE SUPPORT SERVIVES	S	1	5	F	N	1	*	27,175	27,176	27,176	0	4/27/2019	O	4/26/2020	
4500308047	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	PRINTER/PLOTTER	E	B	5	F	N	1		6,657	6,657	6,657	0	4/9/2019	C		5/30/2019
4500308241	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EQUIPMENT RENTAL	E	B	5	N	N	1		6,000	4,286	4,286	1,714	4/15/2019	C		5/24/2019
4500308262	U S MATERIALS HANDLING CORP 2231 STATE ROUTE 5 UTICA, NY 13502-7513 US	GM WORK STATIONS	E	B	5	N	01	3		9,313	9,313	9,313	0	4/16/2019	C		5/30/2019
4500308313	REXEL USA INC 505 DUKE RD - STE 400 CHEEKTOWAGA, NY 14225-5101 US	AB MCC BUCKET BREAKERS	E	B	5	N	N	1		13,144	13,144	13,144	0	4/16/2019	C		8/7/2019
4500308367	DORITEX CORP 11980 WALDEN AVE ALDEN, NY 14004-9709 US	SORBENT RUGS AND INDUSTRIAL WIPERS SERVICE AGREEMENT	S	B		N	N	2		95,000	66,412	66,412	28,588	4/18/2019	O	4/17/2020	
4500308511	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	LIGHT FIXTURES	E	B	5	F	N	4		44,861	44,861	44,861	0	4/23/2019	C		8/6/2019
4500308583	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	PARTS	E	B	5	F	N	1	*	9,379	9,432	9,432	0	4/25/2019	C		5/30/2019
4500308587	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TOILET RENTAL	E	B	5	N	N	1		32,410	18,530	18,530	13,880	4/27/2019	O	4/26/2020	
4500308646	KAMAN AUTOMATION INC 1000 UNIVERSITY AVE STE 800 ROCHESTER, NY 14607-1286 US	DACS MAINTENANCE AND SUPPORT SERVICES	S	1	8	N	N	1		74,400	31,200	31,200	43,200	4/30/2019	O	4/29/2020	

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4500308685	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE/GATE MAINTENANCE AND REPAIR SERVICES	S	B	5	N	01	1		34,500	12,102	12,102	22,398	4/30/2019	O	4/29/2020	
4500308697	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	BREAKER CABINET HMB MECH EQUIPMENT AND REPAIRS	E	B	5	N	N	2		61,631	61,631	61,631	0	4/29/2019	C		10/25/2019
4500308919	PRECISION PROCESS EQUIPMENT INC 2111 LIBERTY DR NIAGARA FALLS, NY 14304-3744 US	PARTS	E	B	5	N	N	1		11,987	11,987	11,987	0	5/6/2019	C		12/12/2019
4500309137	NATURE'S WAY ENVIRONMENTAL CONSULTANTS & CONTRACTORS INC 3553 CRITTENDEN RD ALDEN, NY 14004-8551 US	GROUTING OF ANIMAL BURROWS	S	B	5	N	03	1		15,315	0	0	15,315	5/13/2019	C		12/31/2019
4500309160	WARTSILA CANADA INC 1771 SAVAGE RD RICHMOND, BC V6V 1R1 CA	MARINE VESSEL PROPELLER SHAFTS	E	B		F	N	1		256,843	0	0	256,843	5/13/2019	O	1/30/2020	
4500309320	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL HOGG AND DAVIS HYDRA 985 REEL TRAILER	E	B	5	N	N	2		23,768	22,503	22,503	1,265	5/16/2019	C		8/23/2019
4500309534	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	SOLAR LIGHTS AND IMMERSION HEATERS	E	B	5	F	N	3		35,244	35,244	35,244	0	5/23/2019	C		10/25/2019
4500309540	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	ABB SPARE PARTS	E	B	5	F	N	2		10,706	10,706	10,706	0	5/23/2019	C		8/6/2019
4500309580	ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	RENTAL OF 2 SUV AWD VEHICLES FOR TOWER PAINTING PROJECT	E	B	5	N	N	2		21,893	8,575	8,575	13,318	5/24/2019	O	5/8/2020	
4500309718	MECHANICAL EQUIPMENT SALES LLC DBA FOR DAVID MOORE 969 LUTHER RD EAST AURORA, NY 14052-9764 US	SLUICE GATES	E	B		N	N	2		46,220	46,220	46,220	0	5/31/2019	C		12/30/2019
4500309746	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909 US	REPAIRS OF RM 630 TON CRANE ROLLING DOOR	S	1	5	N	N	1		11,860	7,891	7,891	3,969	5/31/2019	C		12/30/2019
4500309767	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	VDS MAINTENANCE AND SUPPORT SERVICES	S	1	8	N	N	1		90,000	32,381	32,381	57,619	6/3/2019	O	6/2/2020	
4500309864	WORTHINGTON COMPRESSOR SERVICES DBA FOR SOUTHERN PARTS&ENG CO LLC 3200 ENGINEERING PKWY ALPHARETTA, GA 30004-7853 US	COMPRESSOR HEAD REPAIRS	E	B	5	F	N	1		20,673	20,673	20,673	0	6/5/2019	C		12/12/2019
4500310015	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	ALUMINUM FOR GRATING	E	B	5	N	N	1		8,102	8,102	8,102	0	6/10/2019	C		8/6/2019

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4500310036	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	TURBINE OIL	E	B	5	F	N	1		184,630	61,876	61,876	122,754	6/10/2019	O	12/31/2021	
4500310116	FREEDOM COMMUNICATIONS TECHNOLOGIES 2002 SYNERGY BLVD STE 200 KILGORE, TX 75662-7799 US	ANALYZER UPGRADES	E	B	5	F	N	1		16,000	8,050	8,050	7,950	6/12/2019	C		12/30/2019
4500310155	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		6,534	6,534	6,534	0	6/12/2019	C		8/7/2019
4500310351	WAGNER PRECISION INC 583 DIVISION ST N TONAWANDA, NY 14120-4209 US	PUMP PARTS	E	B	5	N	N	1		5,350	5,350	5,350	0	6/19/2019	C		8/6/2019
4500310358	G & W ELECTRIC CO C/O POWER SALES GROUP INC 305 W CROSSROADS PKWY BOLINGBROOK, IL 60440-4938 US	PARTS	E	B	5	F	N	1		33,681	0	0	33,681	6/19/2019	C		12/30/2019
4500310375	LAKES PIPE & SUPPLY CORP PO BOX 429 NIAGARA FALLS, NY 14302-5966 US	STEEL PIPE	E	B	5	N	N	2		19,074	18,693	18,693	381	6/19/2019	C		8/6/2019
4500310432	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	MARINE VESSEL GENERATOR	E	B	5	F	N	1		39,740	0	0	39,740	6/21/2019	O	1/30/2020	
4500310530	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1		9,028	9,028	9,028	0	6/24/2019	C		8/7/2019
4500310540	LJ WELDING AUTOMATION USA LTD 4747-76 AVENUE EDMONTON, AB T6B 0A3 CA	MARINE VESSEL PONTOON WELDING MATERIALS	E	B	5	F	N	3	*	8,215	8,822	8,822	0	6/24/2019	C		8/6/2019
4500310716	DIGITAL SURVEILLANCE SOLUTIONS INC 485 CAYUGA RD BUFFALO, NY 14225-1368 US	LATHAM BOAT CAMERAS/INSTALL	E	B	5	N	N	1		7,348	7,348	7,348	0	6/28/2019	C		12/12/2019
4500310783	PIONEER MOTOR BEARING CO 129 BATTLEGROUND RD KINGS MOUNTAIN, NC 28086 US	REFURBISH TURBINE GUIDE BEARING	S	B	5	F	N	3		64,848	0	0	64,848	7/1/2019	O	1/30/2020	
4500310813	FONTANAROSA CONSTRUCTION DBA FOR PETER FONTANAROSA 979 JAMES DR LEWISTON, NY 14092-2025 US	CONCRETE REPAIRS	C	B	5	N	N	3		22,886	22,886	22,886	0	7/1/2019	C		10/28/2019
4500310830	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	MCC PLUG IN BUCKET	E	B	5	N	N	1		15,821	15,821	15,821	0	7/2/2019	C		10/29/2019

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4500310931	ALPS SERVICES INC 6918 REBECCA DR NIAGARA FALLS, NY 14304 US	CATERING	E	B	5	N	N	2		8,113	8,113	8,113	0	7/8/2019	C		8/6/2019
4500310934	R P ADAMS DBA FOR ADAMS SFC INC 225 E PARK DR TONAWANDA, NY 14150-7813 US	AUTOMATIC WATER STRAINER	E	B	5	N	N	2		12,680	12,680	12,680	0	7/8/2019	C		12/12/2019
4500311009	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	HYDRAULIC LOCKOUT MODIFICATION	S	1	5	F	N	1		16,179	4,917	4,917	11,262	7/9/2019	C		12/30/2019
4500311015	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	TRIPWIRE RENEWAL FOR NETWORK TECHNOLOGY	R	B	7	F	N	1		6,143	6,143	6,143	0	7/15/2019	C		8/7/2019
4500311019	ALLIED PAVING & SEALING INC PO BOX 81 BOSTON, NY 14025-0081 US	ROADWAY STRIPING AND CRACK SEALING	C	B	5	N	02	1		18,500	0	0	18,500	7/9/2019	C		12/29/2019
4500311110	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	5	N	N	1		7,876	7,876	7,876	0	7/11/2019	C		8/6/2019
4500311132	FRANK P LANGLEY CO INC 219 CREEKSIDE DR AMHERST, NY 14228-2030 US	VALVE CIRCUIT SETTER	E	B	5	N	N	1		15,272	15,272	15,272	0	7/11/2019	C		8/7/2019
4500311145	TATE ANDALE LLC 1941 LANSDOWNE RD BALTIMORE, MD 21227 US	LOCK BRASS DISC RINGS	E	B	5	F	N	1		10,353	10,353	10,353	0	7/12/2019	C		10/28/2019
4500311216	3075109 CANADA INC THERMOFIN 47 MARIE-VICTORIN CANDIAC, PQ J5R 1B6 CA	THRUST BEARING COOLER BUNDLES	E	B		F	N	1		56,550	56,550	56,550	0	7/15/2019	C		12/12/2019
4500311260	POOLEY INC 196 VULCAN ST BUFFALO, NY 14207-1120 US	VESSEL BEARINGS	E	B	5	N	N	1		14,969	14,969	14,969	0	7/16/2019	C		8/7/2019
4500311332	GE ENERGY MANAGEMENT SERVICES LLC DBA FOR GRID SOLUTIONS (US) LLC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402 US	KELMAN UNIT REPAIRS	S	2	5	N	N	1		9,505	8,750	8,750	755	7/18/2019	C		10/28/2019
4500311335	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	I AND C GAUGES	E	B	5	N	N	1	*	5,090	5,151	5,151	0	7/18/2019	C		10/29/2019
4500311337	COVERCO INC PO BOX 573 GRAND ISLAND, NY 14072 US	DUCT AND PIPE INSULATION SERVICES	S	B	5	N	N	3		15,050	15,050	15,050	0	7/18/2019	C		12/12/2019
4500311398	PIONEER MOTOR BEARING CO 129 BATTLEGROUND RD KINGS MOUNTAIN, NC 28086 US	TURBINE GUIDE BEARINGS	E	B		F	N	2		272,538	0	0	272,538	7/19/2019	O	1/31/2020	
4500311410	JOHNSON CONTROLS FIRE PROTECTION LP DBA FOR TYCO FIRE & SECUIITY MGMT IN 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE PROTECTION SYSTEM REPAIRS	S	B	5	N	N	1		10,837	10,837	10,837	0	7/22/2019	C		12/12/2019

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4500311522	BRETT'S TENT & AWNING INC 1318 HYDE PARK BLVD NIAGARA FALLS, NY 14301-1414 US	WILDLIFE FESTIVAL TENT PACKAGE	E	B	5	N	N	1	10,240	0	0	10,240	7/24/2019	C		12/12/2019
4500311571	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1	10,961	10,961	10,961	0	7/25/2019	C		12/12/2019
4500311612	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ICE BOOM SUPPLIES	E	B	5	N	N	1	15,273	15,273	15,273	0	7/26/2019	C		10/29/2019
4500311616	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1 *	7,056	7,154	7,154	0	7/26/2019	C		8/7/2019
4500311652	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	LED LIGHT FIXTURES	E	B	5	F	N	5	12,960	12,960	12,960	0	7/29/2019	C		10/28/2019
4500311735	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1	70,000	24,918	24,918	45,082	7/30/2019	C		12/31/2019
4500311802	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	1	45,000	19,985	19,985	25,015	7/31/2019	O	1/31/2020	
4500311907	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1 *	11,422	11,490	11,490	0	8/5/2019	C		10/29/2019
4500311928	LDC CONSTRUCTION CO INC 1920 BASELINE RD GRAND ISLAND, NY 14072-2013 US	ARTPARK STAIRWAY REPAIRS	S	B	5	N	N	1	23,800	23,800	23,800	0	8/6/2019	C		10/28/2019
4500312138	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EXCAVATOR RENTAL	E	B	5	N	N	3	16,000	9,000	9,000	7,000	8/13/2019	C		11/14/2019
4500312148	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	EPSON TM-3500 PHOTO PRINTER LABELS	E	B	5	N	04	1	6,122	6,122	6,122	0	8/13/2019	C		10/29/2019
4500312152	CIRCUIT BREAKER SALES NE INC 79 MAIN ST SEYMOUR, CT 06483-3122 US	REMOTE BREAKER SWITCHES	E	B	5	F	N	1	7,250	7,178	7,178	72	8/13/2019	C		10/29/2019
4500312153	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ICE BOOM CHAIN	E	B	5	N	N	1	6,741	6,741	6,741	0	8/16/2019	C		10/29/2019
4500312184	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	VERTICAL INDOOR AIR HANDLING SYSTEM	E	B	5	F	N	1	15,185	0	0	15,185	8/13/2019	C		12/30/2019
4500312244	PACKAGE ONE INDUSTRIES LLC 414 UNION ST SCHENECTADY, NY 12305-1107 US	PACKING BOX LANTERN RINGS	E	B		N	N	2	26,793	0	0	26,793	8/14/2019	O	1/30/2020	

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4500312249	PAT'S TIRE & SERVICE INC 501 ERIE BLVD W ROME, NY 13440-4805 US	FIRESTONE TIRES	E	B	5	N	N	5		10,217	10,217	10,217	0	8/14/2019	C		9/10/2019
4500312369	NIAGARA COATINGS SERVICES INC 8025 QUARRY RD NIAGARA FALLS, NY 14304 US	630T CRANE PAINT ABATEMENT SERVICES	S	B	5	N	N	1		18,575	0	0	18,575	8/19/2019	C		12/31/2019
4500312541	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	VESSEL ROPE	E	B	5	N	N	1		17,442	17,442	17,442	0	8/23/2019	C		10/29/2019
4500312642	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	SUPPLY AND INSTALL REMOTE RACK EATON RPR-2	E	1	5	N	N	1		7,185	7,185	7,185	0	8/27/2019	C		12/12/2019
4500312703	MEDIAGRAPHS INC 152 NEW JERSEY AVE ABSECON, NJ 08201-2434 US	FAIR DISPLAYS	E	2	5	F	N	1		8,998	8,998	8,998	0	8/28/2019	C		9/4/2019
4500312852	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	EV CHARGING STATIONS	E	B	5	N	N	1		11,252	11,193	11,193	59	8/30/2019	C		10/29/2019
4500312944	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	LED FIXTURES	E	B	5	N	N	3		43,123	43,123	43,123	0	9/4/2019	C		10/29/2019
4500313082	AAI ACQUISITION LLC D/B/A/ AAI A POWER FLOW TECH 270 PARK AVENUE GARDEN CITY PARK, NY 11040 US	MOTOR REPAIR SERVICES	S	B	5	N	N	1		45,000	0	0	45,000	9/9/2019	O	9/8/2020	
4500313111	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	I AND C PLOTTER	E	B	5	F	N	1		8,037	8,037	8,037	0	9/9/2019	C		10/29/2019
4500313114	PVI INDUSTRIES LLC 3209 GALVEZ FORT WORTH, TX 76111-4509 US	RM HOT WATER TANK	E	2	5	F	N	1		24,089	24,089	24,089	0	9/9/2019	C		10/29/2019
4500313146	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	PREHEAT TREATMENT SERVICES FOR 630T CRANE	S	B		F	N	3		91,009	49,970	49,970	41,039	9/10/2019	C		11/14/2019
4500313213	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	STAIR TRACTION	E	B	5	N	N	1	*	5,161	5,331	5,331	0	9/11/2019	C		12/12/2019
4500313266	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SCBA REPLACEMENT BOTTLES	E	B	5	N	N	1		11,539	11,539	11,539	0	9/12/2019	C		10/29/2019
4500313296	ACI CONTROLS INC 295 MAIN ST WEST SENECA, NY 14224-2818 US	FLOW METERS	E	B	5	N	N	2		9,150	9,150	9,150	0	9/13/2019	C		10/29/2019
4500313316	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	WIRE ROPE FOR ICE BOOM	E	B	5	N	N	1		13,509	13,509	13,509	0	9/13/2019	C		10/29/2019

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4500313327	KISTNER CONCRETE PRODUCTS INC 8713 READ RD PO BOX 218 EAST PEMBROKE, NY 14056-9204 US	JERSEY BARRIERS	E	B	5	N	N	1		15,863	15,863	15,863	0	9/13/2019	C		10/29/2019
4500313349	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF 2001 SCALFER DIOTT MATERIAL SCREENER	E	B	5	N	N	1		11,400	5,900	5,900	5,500	9/16/2019	C		10/11/2019
4500313359	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	ARC GOUGING SUPPLIES	E	B	5	N	N	1		5,440	5,440	5,440	0	9/16/2019	C		10/29/2019
4500313381	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP COMPUTERS FOR PV DISPLAY	H	B	5	N	04	6		8,994	8,994	8,994	0	9/16/2019	C		10/28/2019
4500313533	H & V SALES INC 2800 WALDEN AVE STE A CHEEKTOWAGA, NY 14225-4749 US	UNIT HEATER	E	B	5	N	N	1		5,840	5,840	5,840	0	9/20/2019	C		10/28/2019
4500313543	CAN USA INC 171 LODI ST HACKENSACK, NJ 07601 US	ROPE ACCESS SCALING AND SLOPE MAINTENANCE	S	B		F	N	2		100,000	0	0	100,000	9/20/2019	O	4/1/2020	
4500313563	RED WING BUSINESS ADVANTAGE ACCOUNT DBA FOR MULTI SERVICE TECH SOLUTION 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SHOE MOBILE	E	2	5	N	N	1		7,340	7,334	7,334	6	9/20/2019	C		12/12/2019
4500313567	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SHOE MOBILE	E	2	5	N	N	1		10,890	10,890	10,890	0	9/20/2019	C		10/28/2019
4500313572	TECHNOLOGY CONCEPTS GROUP INTL LLC 285 DAVIDSON AVENUE SOMERSET, NJ 08873-4153 US	PV IT EQUIPMENT	E	B	5	F	N	7		14,212	14,212	14,212	0	9/20/2019	C		10/28/2019
4500313596	SOUTHTOWN ELECTRONICS INC DBA SOUTHTOWN AUDIO VIDEO 75 LAKE ST HAMBURG, NY 14075-4833 US	POWER VISTA AV REPAIRS	S	B	5	N	03	2		15,000	4,365	4,365	10,635	9/23/2019	O	1/31/2020	
4500313603	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	SALT	E	B	5	N	N	1		32,681	11,640	11,640	21,041	9/23/2019	O	8/31/2020	
4500313610	WARTSILA CANADA INC 1771 SAVAGE RD RICHMOND, BC V6V 1R1 CA	LIFE EXTENSION STUDY	S	B		N	N	2		30,000	0	0	30,000	9/23/2019	O	1/30/2020	
4500313614	HYTORC DIV UNEX CORP 333 ROUTE 17 MAHWAH, NJ 07430-2129 US	HYTORC TOOLS	E	B	5	N	N	2		18,030	18,030	18,030	0	9/23/2019	C		10/29/2019
4500313617	REXEL USA INC 505 DUKE RD - STE 400 CHEEKTOWAGA, NY 14225-5101 US	PROTECTION RELAYS	E	B	5	N	N	2		36,897	29,247	29,247	7,650	9/23/2019	C		12/25/2019

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4500313618	AAI ACQUISITION LLC D/B/A/ AAI A POWER FLOW TECH 270 PARK AVENUE GARDEN CITY PARK, NY 11040 US	PROTECTION RELAYS	E	B	5	N	N	2		6,995	6,995	6,995	0	9/23/2019	C		12/13/2019
4500313690	MARK CERRONE INC 2368 MARYLAND AVE NIAGARA FALLS, NY 14305-1718 US	ASPHALT PAVING SERVICES	C	B		N	03	3		149,588	0	0	149,588	9/25/2019	C		11/30/2019
4500313721	DEEP TREKKER INC 830 TRILLIUM DR KITCHENER, ON N2R 1K4 CA	MINI SUB DROVE - REVOLUTION ROV	E	B	5	F	N	1		34,799	34,799	34,799	0	9/25/2019	C		12/31/2019
4500313747	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	FUSE AND WELDING PLUGS	E	B	5	F	N	1		6,721	6,721	6,721	0	9/26/2019	C		10/28/2019
4500313892	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	BREAKER FOR VACUUM CIRCUIT	E	B	5	N	N	1		5,127	5,127	5,127	0	9/30/2019	C		12/13/2019
4500313989	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		12,894	12,894	12,894	0	10/3/2019	C		12/13/2019
4500314030	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909 US	INSULATED OVERHEAD DOORS	E	B		N	N	1		119,025	119,025	119,025	0	10/3/2019	C		10/31/2019
4500314119	KLEIN STEEL SERVICE INC 1050 MILITARY RD BUFFALO, NY 14217-2528 US	ICE BOOM ANCHOR PARTS	E	B	5	N	N	1		22,465	22,465	22,465	0	10/7/2019	C		10/29/2019
4500314134	ABC SUPPLY CO INC #289 DBA FOR AMERICAN BUILDERS 266 BROADWAY ST BUFFALO, NY 14204-1435 US	ROOF HATCH	E	B	5	N	N	1		5,265	5,265	5,265	0	10/7/2019	C		11/14/2019
4500314225	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	STONE FILL AND ASPHALT	E	B	7	N	N	4		63,087	49,108	49,108	13,979	10/9/2019	C		12/31/2019
4500314226	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		9,395	9,355	9,355	40	10/9/2019	C		12/31/2019
4500314232	LAKELANDS CONCRETE PRODUCTS INC 7520 E MAIN ST LIMA, NY 14485-9731 US	CONCRETE BUILDING	E	B	5	N	N	1		42,000	0	0	42,000	10/9/2019	O	1/30/2020	
4500314352	WA CHESTER LLC 4390 PARLIAMENT PLACE STE Q LANHAM, MD 20706 US	POTHEAD REPLACEMENT SERVICES	S	B		N	N	2		123,000	98,400	98,400	24,600	10/11/2019	C		12/12/2019
4500314361	CONVERGEONE INC 10900 NESBITT AVE S BLOOMINGTON, MN 55437-3124 US	POWER VISTA WIFI NETWORK SERVICES	S	1	5	N	N	1		14,217	14,217	14,217	0	9/21/2019	C		12/12/2019

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4500314400	SKRLIN COATING AND BLASTING LTD 2901 LOCKPORT RD NIAGARA FALLS, NY 14305-2307 US	ANCHOR HEAD ASSEMBLY	E	B	5	N	N	1		21,400	19,900	19,900	1,500	10/15/2019	C		12/31/2019
4500314420	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	DELUGE VALVE AND STRAINER TEE	E	B	5	F	N	1		9,150	9,150	9,150	0	10/15/2019	C		12/12/2019
4500314566	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	IT TRIPWIRE RENEWAL SERVICES	R	B	7	F	N	1		66,108	66,108	66,108	0	11/1/2019	C		12/12/2019
4500314686	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	U-BOLT WIRE ROPE CLIPS	E	B	5	N	N	1		8,768	8,768	8,768	0	10/22/2019	C		12/12/2019
4500314690	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	MARINE VESSEL SAFETY EQUIPMENT	E	B	5	F	N	1		19,452	19,452	19,452	0	10/22/2019	C		12/12/2019
4500314763	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	CAT 6 ELECTRICAL INSTALL	S	B	5	N	N	1		6,000	0	0	6,000	10/24/2019	O	1/30/2020	
4500314856	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	FIXTURES, SENSORS AND ELECTRICAL MATERIALS	E	B	5	F	N	2		14,629	13,742	13,742	887	10/28/2019	C		12/12/2019
4500314877	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		19,320	0	0	19,320	10/28/2019	C		12/31/2019
4500314886	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		6,583	0	0	6,583	10/28/2019	C		12/31/2019
4500314939	ALL-LIFTS INC 27-39 THATCHER ST ALBANY, NY 12207-3012 US	SLING HOOK	E	B	5	N	01	1		6,120	6,120	6,120	0	10/29/2019	C		11/19/2019
4500315094	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF CAT D8T DOZER	E	C	5	N	N	5		27,000	16,000	16,000	11,000	11/4/2019	O	1/3/2020	
4500315102	FIVE STAR EQUIPMENT INC 6500 E TAFT RD EAST SYRACUSE, NY 13057 US	RENTAL OF A BOMAG BW211D ROLLER	E	C	5	N	N	5		9,700	5,200	5,200	4,500	11/4/2019	O	1/3/2020	

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4500315106	CUSTOM TRUCK ONE SOURCE RENTALS LLC DBA FOR CUSTOM TRUCK ONE SOURCE LP PO BOX 2652 CINNAMINSON, NJ 08077-5652 US	RENTAL POSI PLUSS POSI1400 REEL TRAILER	E	C	5	F	N	5		16,140	0	0	16,140	11/4/2019	C		12/20/2019
4500315131	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS PARTS	E	B	5	N	N	1		24,905	16,665	16,665	8,240	11/5/2019	C		12/31/2019
4500315140	GLOBAL INDUSTRIES C/O PRENTICE OFFICE ENVIROMENTS 17 WEST STOW RD MARLTON, NJ 08053-3116 US	OFFICE FURNITURE	E	B	7	N	N	1		5,808	0	0	5,808	11/5/2019	O	1/30/2020	
4500315162	THORDON BEARINGS INC 3225 MAINWAY BURLINGTON, ON L7M 1A6 CA	MARINE VESSEL SHAFT BEARINGS	E	B	5	F	N	1		20,690	0	0	20,690	11/7/2019	O	1/30/2020	
4500315219	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		7,483	0	0	7,483	11/6/2019	C		12/31/2019
4500315230	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		5,106	0	0	5,106	11/7/2019	O	1/30/2020	
4500315279	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE REMOVAL SERVICES	S	B	7	N	N	1		95,000	0	0	95,000	11/10/2019	O	11/9/2020	
4500315419	FLIR COMMERCIAL SYSTEMS INC FORMERLY FLIR SYSTEMS INC 9 TOWNSEND W NASHUA, NH 03063-1233 US	GAS IMAGING CAMERA	E	B		F	N	3		100,025	99,990	99,990	35	11/13/2019	C		12/30/2019
4500315432	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	WELDER AND ACCESSORIES	E	B	5	F	N	2		7,473	7,473	7,473	0	11/13/2019	C		12/12/2019
4500315458	NIAGARA FRONTIER CUSTOM FABRICATION DBA FOR GOERGEN-MACKWIRTH CO INC 760 NORTHLAND AVE BUFFALO, NY 14211-1041 US	RELAY PANELS	E	B	5	N	N	3		7,740	7,740	7,740	0	11/14/2019	C		12/31/2019
4500315470	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	MINI POWER CENTER	E	B	5	N	N	1		12,836	0	0	12,836	11/14/2019	O	2/3/2020	

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4500315525	SENECA ENTERPRISES DBA VIEWTECH BORESCOPES 1745 BARLOW ST STE A TRAVERSE CITY, MI 49686-4745 US	VIDEO/PHOTO BORESCOPE	E	B	5	F	N	1		7,950	7,950	7,950	0	11/18/2019	C		12/12/2019
4500315713	NATIONAL OFFICE FURNITURE INC C/O PRENTICE OFFICE ENVIRONMENT 1600 ROYAL ST JASPER, IN 47549-1022 US	OFFICE FURNITURE	E	B	7	N	N	1		5,966	0	0	5,966	11/22/2019	O	1/30/2020	
4500315752	HAUN WELDING SUPPLY INC 300 WOODWARD AVE BUFFALO, NY 14217 US	WELDING TABLE	E	B	5	N	N	2		9,799	0	0	9,799	11/25/2019	C		12/12/2019
4500315754	NORTHEAST METROLOGY CORP 4490 BROADWAY DEPEW, NY 14043-2904 US	RM AND LPGP TOOL CALIBRATIONS	S	B	5	N	N	1		9,977	0	0	9,977	12/1/2019	O	11/30/2020	
4500315759	MR & MRS CATERING SERVICE INC 460 OLIVER ST N TONAWANDA, NY 14120-4860 US	ANNUAL MEETING	S	B	5	N	N	1		6,213	5,817	5,817	396	11/25/2019	C		12/12/2019
4500316036	PRENTICE OFFICE ENVIRONMENTS INC 472 FRANKLIN ST BUFFALO, NY 14202 US	SOLAR SHADES FOR PV	E	B	5	N	N	1		11,276	0	0	11,276	12/4/2019	O	1/30/2020	
4500316053	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	PM PLOTTER	E	B	7	F	N	1		7,317	7,317	7,317	0	12/4/2019	C		12/13/2019
4500316054	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	LED LIGHTS	E	B	5	N	N	2		8,480	0	0	8,480	12/4/2019	O	1/24/2020	
4500316055	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	MILLER ARC RATED HARNESS	E	B	5	N	N	1		6,009	0	0	6,009	12/4/2019	O	1/30/2020	
4500316056	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	HEATED STAIR MATS	E	B	5	N	N	1		5,977	0	0	5,977	12/4/2019	O	1/30/2020	
4500316165	GEOPHYSICAL SURVEY SYSTEMS INC 40 SIMON ST NASHUA, NH 03060-3075 US	GPR EQUIPMENT	E	B	5	F	N	1		20,375	20,375	20,375	0	12/9/2019	C		12/27/2019
4500316209	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	WELDER AND ACCESSORIES	E	B	5	F	N	1		14,816	14,816	14,816	0	12/10/2019	C		12/19/2019
4500316318	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	POLLINATOR GARDEN LANDSCAPING	S	B		N	N	4		75,150	0	0	75,150	12/12/2019	O	5/29/2020	
4500316321	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	STATOR PARTS	E	1	8	F	N	1		53,494	0	0	53,494	12/12/2019	O	2/19/2020	
4500316361	R P ADAMS DBA FOR ADAMS SFC INC 225 E PARK DR TONAWANDA, NY 14150-7813 US	STRAINER PARTS	E	B	5	N	N	2		9,029	2,600	2,600	6,429	12/13/2019	O	1/30/2020	

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4500316400	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	PONTOON AND BOUY BARRELS	E	B		N	N	4		93,650	0	0	93,650	12/13/2019	O	2/14/2020	
4500316402	KISTNER CONCRETE PRODUCTS INC 8713 READ RD PO BOX 218 EAST PEMBROKE, NY 14056-9204 US	JERSEY BARRIERS	E	B	5	N	N	2		16,248	0	0	16,248	12/13/2019	O	1/31/2020	
4500316467	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	IT HARDWARE	I	B	5	F	04	1		19,163	0	0	19,163	12/17/2019	C		12/30/2019
4500316545	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	7	N	N	1		9,534	0	0	9,534	12/18/2019	O	1/29/2020	
4500316574	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	DC CONTACTOR	E	B	5	F	N	1		16,683	0	0	16,683	12/18/2019	O	1/10/2020	
4500316622	CIR ELECTRICAL CONSTRUCTION CORP 400 INGHAM AVE BUFFALO, NY 14218-2536 US	LED LIGHT INSTALLATION	S	B		N	N	1		60,700	0	0	60,700	12/20/2019	O	1/17/2020	
4500316687	THE BUFFALO NEWS INC PO BOX 288 TONAWANDA, NY 14151-0288 US	PV ADVERTISING	S	1	5	N	N	1		11,201	0	0	11,201	12/23/2019	O	1/30/2020	
4500316758	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	VALVE KITS	E	B	5	N	N	1		23,443	0	0	23,443	12/26/2019	O	1/10/2020	
4500316759	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	RM STRAINER PARTS	E	B	5	N	N	2		10,098	0	0	10,098	12/26/2019	O	1/10/2020	
4500316760	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	GRINDER PUMPS	E	B	5	N	N	2		11,280	0	0	11,280	12/26/2019	O	2/7/2020	
4600002315	MITSUBISHI HITACHI POWER SYSTEMS AMERICAS INC 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920-4701 US	LPGP LEM -PUMP TURBINE UPGRADE, ACCESSORY REPLACEMENT AND UNIT OVERHAUL	C	B		F	N	6		151,840,412	132,263,173	11,625,007	19,577,239	7/30/2010	O	12/31/2022	
4600003166	NORTH AMERICAN INDUSTRIAL SERVICES INC 1240 SARATOGA RD BALLSTON SPA, NY 12020-3500 US	INDUSTRIAL AND ENVIRONMENTAL VACUUMING SERVICES	S	B		N	N	3		705,000	200,023	19,241	504,977	7/1/2016	O	6/30/2020	
4600003198	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	CRANE RENTAL	E	B		N	01	2		375,000	0	0	375,000	8/22/2016	O	8/21/2020	

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4600003199	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE RENTAL	E	B		N	N	2		450,000	297,978	292,478	152,022	8/22/2016	O	8/21/2021	
4600003284	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	PENSTOCK INSPECTION SERVICES	S	B		N	01	3		101,250	78,750	22,500	22,500	4/1/2017	O	3/30/2020	
4600003317	ALSTOM RENEWABLE US LLC 8000 E MAPLEWOOD AVE STE 105 GREENWOOD VILLAGE, CO 80111- 4727 US	LPGP - DESIGN-SUPPLY MGEN THRUST BEARING COMPONENTS	E	B		F	N	1		3,038,522	698,371	368,117	2,340,151	6/9/2017	O	12/31/2024	
4600003325	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	STEEL HARDWARE ICE BOOM	E	B		F	N	1		690,370	427,620	427,620	262,750	8/1/2017	O	7/31/2020	
4600003332	FISHER ASSOCIATES PE LS LA DPC 180 CHARLOTTE ST ROCHESTER, NY 14607-1331 US	SPDES INSPECTION AND SAMPLING ANALYSIS SERVICES	S	B		N	N	4		150,000	60,315	28,588	89,685	8/1/2017	O	7/31/2021	
4600003362	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	EHS PROFESSIONAL	P	B		N	N	4		1,050,000	440,178	201,784	609,822	9/1/2017	O	8/31/2022	
4600003368	OCCUPATIONAL SAFETY & ENVIRONMENTAL ASSOCIATION INC 3730 CALIFORNIA RD STE A ORCHARD PARK, NY 14127-1795 US	EHS PROFESSIONAL	P	B		N	N	4		450,000	0	0	450,000	9/1/2017	O	8/31/2022	
4600003369	SIENNA ENVIRONMENTAL TECHNOLOGIES LLC 350 ELMWOOD AVE BUFFALO, NY 14222-2204 US	EHS PROFESSIONAL	P	B		N	04	4		750,000	84,423	84,423	665,577	9/1/2017	O	8/31/2022	
4600003370	GREAT LAKES ENVIRONMENTAL & SAFETY CONSULTANTS INC 50 RIDGE RD BUFFALO, NY 14218-1011 US	EHS PROFESSIONAL	P	B		N	N	4		750,000	0	0	750,000	9/1/2017	O	8/31/2022	
4600003375	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL CONSUMABLES - XBINS	E	B	8	N	N	1		70,000	27,368	1,581	42,632	9/28/2017	C		6/20/2019
4600003422	DCB ELEVATOR CO INC PO BOX 426 LEWISTON, NY 14092 US	ELEVATOR/ESCALATOR MAINTENANCE AGREEMENT	S	B	7	N	03	2		400,000	148,420	83,858	251,580	1/1/2018	O	12/31/2021	
4600003458	UPSTATE METROLOGY INC 6388 NIVER RD CONESUS, NY 14435-9514 US	I AND C TEST EQUIPMENT CALIBRATION SERVICES	S	B		N	N	3		9,693	7,316	2,773	2,377	3/26/2018	C		3/25/2019
4600003463	MARK CERRONE INC 2368 MARYLAND AVE NIAGARA FALLS, NY 14305-1718 US	ROCKFALL REMOVAL SERVICES	S	B		N	03	2		100,000	0	0	100,000	4/22/2018	C		4/21/2019

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4600003468	PINTO CONSTRUCTION SERVICES INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	UNDERGROUND UTILITY REPAIRS	C	B		N	N	2		100,000	0	0	100,000	5/10/2018	C		5/9/2019
4600003503	WATTS ARCHITECTURE & ENGINEERING DPC 95 PERRY ST - STE 300 BUFFALO, NY 14203-3030 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	04	5		250,000	6,967	6,967	243,033	8/14/2018	O	8/13/2022	
4600003504	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	N	5		250,000	0	0	250,000	8/14/2018	O	8/13/2022	
4600003505	MS ANALYTICAL LLC 3860 CALIFORNIA RD ORCHARD PARK, NY 14127-2262 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	N	5		250,000	34,661	24,572	215,339	8/14/2018	O	8/13/2022	
4600003506	APTIM ENVIROMENTAL & INFRASTRUCTURE INC 13 BRITISH AMERICAN BLVD LATHAM, NY 12110-1431 US	ZEBRA MUSSEL TESTING SERVICES	S	B		N	N	2		75,000	10,800	0	64,200	8/13/2018	O	8/12/2022	
4600003530	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	INDUSTRIAL VACUUM CLEANING SERVICES	S	B	5	N	N	1		49,500	17,012	15,353	32,488	9/24/2018	C		3/31/2019
4600003533	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	FIRE EXTINGUISHER SERVICES	E	B	5	N	N	4		30,000	1,910	1,910	28,090	10/16/2018	O	10/15/2021	
4600003576	JOHNSON CONTROLS FIRE PROTECTION LP DBA FOR TYCO FIRE & SECUIY MGMT IN 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE PROTECTION SERVICES	S	B		N	N	3		21,333	17,080	17,080	4,253	1/1/2019	C		12/31/2019
4600003625	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	INDUSTRIAL CLEANING AND VACUUMING SERVICES	S	B		N	N	3		750,000	117,703	117,703	632,297	4/1/2019	O	3/31/2023	
4600003670	PINTO CONSTRUCTION SERVICES INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	UNDERGROUND UTILITY REPAIRS	C	B		N	N	2		100,000	0	0	100,000	6/21/2019	O	6/20/2020	
4600003678	UPSTATE METROLOGY INC 6388 NIVER RD CONESUS, NY 14435-9514 US	TEST EQUIPMENT CALIBRATION SERVICES	S	B	5	N	N	1		10,000	4,018	4,018	5,982	7/8/2019	O	7/7/2020	
4600003694	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	ELECTRICAL BREAKER REPAIR SERVICES	S	B		N	N	5		750,000	57,880	57,880	692,120	8/1/2019	O	7/31/2022	

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4600003748	ALLIED ENVIRONMENTAL SERVICES OF NY 19 RANSIER DR STE C WEST SENECA, NY 14224-2259 US	ROCKFALL REMOVAL SERVICES	S	B		N	N	2		100,000	0	0	100,000	10/22/2019	O	10/21/2020	
4600003763	BURNS & MCDONNELL ENGINEERING 9400 WARD PARKWAY KANSAS CITY, MO 64114 US	DESIGN, FABRICATION AND INSTALLATION OF THE ICS AND BACKUP CONTROL ROOM AND CONTROL ROOM UPGRADE	C	B		F	N	3		134,000,000	1,112,540	1,112,540	132,887,460	8/8/2019	O	8/8/2033	
NIA TOTALS										309,902,186	143,691,625	20,791,968	166,211,787				

Total Number of Contracts	285	
Total Contract Value		\$309,902,186
Total Expended to Date		\$143,691,625
Total Expended in Report Year		\$20,791,968
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	84	\$303,306,104
Closed Contracts	201	\$6,596,082
<u>Method of Award Summary</u>		
Competitive Bid	258	\$308,946,150
Sole Source	17	\$765,962
Single Source	5	\$60,822
Competitive Search	3	\$52,840
MWBE/SBE	2	\$76,412
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	1	\$680,900
Construction	8	\$286,345,361
Equipment / Goods / Commodities	191	\$12,672,302
IT Hardware	1	\$8,994
IT Software	2	\$58,497
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	4	\$3,000,000
IT Consulting and Development	3	\$86,705
Other Non-Personal Services	75	\$7,049,427
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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4500270758	GENERAL ELECTRIC INTERNATIONAL INC 175 MILENS RD TONAWANDA, NY 14150-6701 US	REMOVE, REFURBISH, DELIVER, INSTALL GSU'S	E	C		N	N	1		7,627,478	2,363,078	0	5,264,400	3/31/2016	O	3/30/2021	
4500290002	CONTROL COMPONENTS INC AN IMI COMPANY 22591 AVENIDA EMPRESA RANCHO SANTA MARGARITA, CA 92688 US	IMI CCI HRH SKYVENT VALVE REPLACEMENTS	E	C	8	F	N	1		444,509	424,909	0	19,600	11/1/2017	C		6/18/2019
4500294100	GENERAL ELECTRIC INTERNATIONAL INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	BALL VALVE, WATER INJECTION STOP, 2"	E	B	5	F	N	3		19,147	0	0	19,147	1/31/2018	C		11/29/2019
4500294404	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	FILCO GARBAGE DISPOSAL	S	2	8	N	N	1		60,000	38,891	4,393	21,109	2/8/2018	C		2/8/2019
4500295616	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	ACTUATOR REBUILD AND OVERHAUL	S	2	5	F	N	1		23,219	16,365	0	6,854	3/16/2018	C		4/30/2019
4500296914	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	THERMO ORION SODIUM ANALYZER	E	B	5	F	N	3	*	25,706	25,856	25,856	0	4/25/2018	C		3/20/2019
4500297121	TEG ENERGY GROUP INC 19 MORRIS AVE BLDG 128 BROOKLYN, NY 11205 US	ON-CALL SUPPORT	S	M	8	N	N	1		200,000	169,793	145,193	30,207	5/1/2018	C		4/30/2019
4500298133	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	CASCADING BLOWDOWN FEASIBILITY STUDY AND DESIGN	S	B		F	N	7		121,600	121,600	70,800	0	6/1/2018	C		6/4/2019
4500298847	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	VALVE OVERHAULS - PRO-QUIP	S	2	5	F	N	1		40,180	37,762	10,082	2,418	6/27/2018	C		5/10/2019
4500299180	VERTICAL ACCESS SOLUTIONS LLC 4465 CAMPBELLS RUN RD PITTSBURGH, PA 15205-1311 US	ON-CALL SCAFFOLDING SERVICES	S	B		F	N	1		625,000	624,989	0	11	7/10/2018	C		1/17/2019
4500299187	WALTER T GORMAN PE PC 99 TULIP AVE - STE 106 FLORAL PARK, NY 11001-1927 US	FUEL GAS PIPE MODIFCATIONS	S	2	5	N	N	1		12,500	11,870	11,870	630	7/10/2018	C		2/11/2019
4500299374	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	ON-CALL PUMP SERVICE AND REPAIR	S	B		F	N	1		500,000	21,805	21,805	478,195	7/16/2018	C		7/15/2019
4500299638	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	VALVE ACTUATOR AND REPAIR SERVICE CONTRACT	S	B		F	N	1		429,359	376,985	9,600	52,374	7/24/2018	C		7/23/2019
4500299671	CLYDE UNION INC 4600 W DICKMAN RD BATTLE CREEK, MI 49037-7325 US	CONDENSATE PUMP	E	B	8	F	N	1	*	91,759	91,981	91,981	0	7/25/2018	C		7/22/2019
4500299918	JOHN DINEEN CONTRACTING DBA FOR JOHN DINEEN 10031 4TH AVE STE 6H BROOKLYN, NY 11209-8334 US	ROOF REPAIR	S	B		N	N	1		500,000	200,975	159,500	299,025	7/16/2018	C		7/15/2019

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4500299932	ATLANTIC COOLING TECHNOLOGIES & SERVICES LLC 80 KERO RD CARLSTADT, NJ 07072-2604 US	COOLING TOWER SERVICE	S	B		F	N	1		500,000	38,150	20,490	461,850	7/20/2018	C		7/19/2019
4500299967	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	FLOWSERVE PARTS	E	B	8	F	N	1	*	239,120	239,626	65,074	0	8/2/2018	C		1/25/2019
4500300075	TIERNEY & COURTNEY INC 5842 MASPETH AVE MASPETH, NY 11378-2794 US	REPLACE WAREHOUSE BAY DOOR	S	B	5	N	N	3		9,975	9,975	9,975	0	8/6/2018	C		3/19/2019
4500300220	RK CHASE CO INC 966 BROADWAY ALBANY, NY 12204-2504 US	EXHAUST FRAME BLOWERS	E	B	5	N	N	1		11,810	11,810	11,810	0	8/9/2018	C		2/20/2019
4500300302	ALPHA ELEVATOR INC SUITE 307 61-43 186 STREET FRESH MEADOWS, NY 11365 US	ELEVATOR MAINTENANCE SERVICES	S	B	5	N	N	3		50,000	27,910	25,440	22,090	8/13/2018	C		8/12/2019
4500301490	WALTER T GORMAN PE PC 99 TULIP AVE - STE 106 FLORAL PARK, NY 11001-1927 US	CODE COMPLIANCE PERMITTING	S	B		N	N	2		500,000	78,814	78,814	421,186	9/18/2018	C		9/17/2019
4500301495	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	BOLTING AND HEAT INDUCTION SERVICES	S	B		F	N	1		500,000	0	0	500,000	9/18/2018	C		9/17/2019
4500301626	INFOSIGHT CORPORATION PO BOX 5000 CHILLICOTHE, OH 45601-7000 US	INFOSIGHT PRINTER WITH TAGS	H	B	5	F	N	1	*	31,300	31,383	2,980	0	9/21/2018	C		2/12/2019
4500302829	FLOWSERVE PUMP CORP PO BOX 3565 SCRANTON, PA 18505-3565 US	FLOWSERVE "A" CIRCULATING PUMP OVERHAUL	S	2	8	F	N	1		58,528	58,528	58,528	0	10/30/2018	C		2/15/2019
4500302922	SECURITY INTEGRATIONS INC DIV OF SI TECHNOLOGIES INC 160 DWIGHT PARK CIRCLE SYRACUSE, NY 13209 US	SECURITY ITEMS	E	B	7	N	N	1		13,028	13,028	13,028	0	11/1/2018	C		1/8/2019
4500303030	GP STRATEGIES CORP 11000 BROKEN LAND PKWY STE 200 COLUMBIA, MD 21044-3555 US	ACCOMPLISH N2 LEAKAGE TEST AND PROVIDE REPORT	S	2	5	N	N	1		11,900	11,900	11,900	0	11/5/2018	C		3/14/2019
4500303059	KINEQUIP INC 7340 THOMPSON RD N N SYRACUSE, NY 13212 US	SOLENOID VALVES 24VDC	E	B	5	N	N	2	*	6,142	6,286	6,286	0	11/5/2018	C		3/11/2019
4500303202	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	INGERSOLL RAND PARTS	E	B	5	F	N	1	*	21,017	21,117	21,117	0	11/8/2018	C		2/20/2019
4500303491	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSSE, PA 19053 US	CHEMICAL WATER TREATMENT TOTE	E	B	5	N	N	1	*	8,014	8,094	8,094	0	11/20/2018	C		2/5/2019
4500303817	ADVANCED FILTRATION CO PO BOX 324 HOWELL, NJ 07731-0324 US	FILTERS	E	B	5	F	N	1	*	10,361	10,529	9,862	0	12/3/2018	C		2/25/2019
4500303903	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	YARWAY VALVES	E	B	5	F	N	2		14,000	14,000	14,000	0	12/5/2018	C		4/5/2019

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4500303964	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	CD300+ DESICCANT DRYER	E	B	5	N	03	2		11,461	11,461	11,461	0	12/6/2018	C		1/4/2019
4500304341	SUEZ WTS USA INC 4636 SOMERTON RD TREVISO, PA 19053 US	WATER TREATMENT CHEMICALS	E	B	5	F	N	1	*	14,538	14,683	14,683	0	12/18/2018	C		2/5/2019
4500304404	BALTIMORE AIRCOIL CO 560 WHITE PLAINS RD TARRYTOWN, NY 10591 US	PARTS COOLING TOWER PARTS	E	B	5	N	N	2		16,115	16,115	16,115	0	12/19/2018	C		2/21/2019
4500304451	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	RESA BREAKER	E	B	5	N	N	1		24,950	24,950	24,950	0	12/20/2018	C		2/28/2019
4500304469	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FIRE PUMP RELIEF VALVE	E	B	5	N	01	1		10,438	10,438	10,438	0	12/20/2018	C		3/19/2019
4500304506	US RUBBER SUPPLY CO 238 N 9TH ST BROOKLYN, NY 11211 US	DISCHARGE HOSE	E	B	5	N	N	1		19,266	19,266	19,266	0	12/21/2018	C		3/22/2019
4500304509	CARRIER CORP 175 CENTRAL AVE - STE 300 FARMINGDALE, NY 11735-6917 US	HVAC MAINTENANCE	S	B	5	F	N	1		24,400	24,400	24,400	0	12/21/2018	C		2/20/2019
4500304554	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	HEATERS	E	B	5	N	N	2		13,660	13,660	13,660	0	12/27/2018	C		1/26/2019
4500304595	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415 US	ELEVATOR UPGRADE	E	B	7	N	N	3		98,037	96,204	50,204	1,833	12/28/2018	C		5/29/2019
4500304633	JOHN IACONO INC IACONO INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	MOTOR, STATION AIR, 440V	E	B	5	N	N	1		25,845	25,845	25,845	0	12/31/2018	C		2/25/2019
4500304699	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	PD, FLUX AND PARTIAL DISCHARGE ANALYSIS	E	B	8	F	N	2		100,000	22,476	22,476	77,524	1/3/2019	O	1/2/2020	
4500304973	CARE SECURITY SYSTEM INC 9 HEMION RD MONTEBELLO, NY 10901-4928 US	DELTA BARRIER MAINTENANCE	E	B	5	N	N	1		49,000	22,855	22,855	26,145	1/10/2019	O	1/31/2020	
4500304981	TOPAC INC 231 CHIEF JUSTICE CUSHING HWY COHASSET, MA 02025-1380 US	DEW POINT METER	E	B	5	F	N	1	*	6,720	6,745	6,745	0	1/10/2019	C		2/20/2019
4500305059	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	INVERTER	E	B	5	F	N	3		8,685	8,685	8,685	0	1/11/2019	C		3/21/2019
4500305150	BAKER BOHNERT LLC 1311 BERNHEIM LN LOUISVILLE, KY 40210-2205 US	PARTS	E	B	5	F	N	1		16,325	16,325	16,325	0	1/15/2019	C		3/6/2019
4500305201	ADVANCED FLUID SYSTEMS INC PO BOX 360 - 292 GREEN ST ROYERSFORD, PA 19468-0360 US	VALVES	E	B	5	F	N	2		5,565	5,565	5,565	0	1/16/2019	C		3/7/2019

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4500305256	ASSOCIATED FIRE PROTECTION 100 JACKSON ST PATERSON, NJ 07501-2806 US	CERBERUS PRO MODULAR PANEL	E	B	5	F	N	1	*	10,240	10,315	10,315	0	1/18/2019	C	2/27/2019
4500305270	CONTROL COMPONENTS INC AN IMI COMPANY 22591 AVENIDA EMPRESA RANCHO SANTA MARGARITA, CA 92688 US	PRE CUT ROPE GRAPH	E	B	5	F	N	1	*	11,900	11,950	11,950	0	1/18/2019	C	3/11/2019
4500305386	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	FLAME DETECTOR	E	B	5	F	N	4		21,750	21,750	21,750	0	1/23/2019	C	3/6/2019
4500305451	STARFISH PPS LLC 1419 VANDERBILT TYLER, TX 75703-0828 US	SOLENOID VALVES	E	B	5	F	N	1	*	38,975	39,234	39,234	0	1/24/2019	C	6/19/2019
4500305482	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	HEATERS, TURBINE GENERATOR	E	B	5	F	N	1	*	5,500	5,757	5,757	0	1/25/2019	C	2/1/2019
4500305483	ABB INDUSTRIAL SOLUTIONS CANADA INC 180 CONSTELLATION DR STONE CREEK, ON L8E 6B2 CA	BUSHINGS, TRANSFORMER	E	B	5	F	N	1		26,600	26,600	26,600	0	1/25/2019	C	6/26/2019
4500305491	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	CONTROL PANEL	E	B	5	F	N	1		24,500	24,500	24,500	0	1/25/2019	C	2/5/2019
4500305500	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	MAGNETROL DRUM LEVEL TRANSMITTERS AND DOCUMENTATION	E	B	5	F	N	1		38,317	38,317	38,317	0	1/25/2019	C	10/30/2019
4500305598	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	SILICA ANALYZER EQUIPMENT	E	B	5	F	N	1	*	27,092	27,281	27,281	0	1/29/2019	C	9/18/2019
4500305888	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSSE, PA 19053 US	CHEMICAL WATER TREATMENT	E	B	5	N	N	1	*	8,355	8,438	8,438	0	2/5/2019	C	4/15/2019
4500306034	EAGLE BURGMANN INDUSTRIES LP 10035 BROOKRIVER DR HOUSTON, TX 77040 US	SEALS	E	B	5	F	N	1	*	9,998	10,230	10,230	0	2/8/2019	C	3/8/2019
4500306044	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	ECONOMIZER PUMP	E	B	5	F	N	3	*	8,545	8,814	8,814	0	2/8/2019	C	5/17/2019
4500306054	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	HYDRAULIC FILTER HOUSING	E	B	5	F	N	2	*	5,195	5,294	5,294	0	2/8/2019	C	3/19/2019
4500306056	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	RUBBISH REMOVAL	S	B	8	N	N	1		80,000	28,995	28,995	51,005	2/14/2019	O	2/13/2020

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4500306101	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	PARTS	E	B	5	N	01	2		5,192	5,140	5,140	52	2/11/2019	C		3/8/2019
4500306160	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	PARTS	E	B	5	F	N	1		7,890	7,890	7,890	0	2/12/2019	C		5/31/2019
4500306227	STRATEGIC POWER SYSTEMS INC PO BOX 470317 CHARLOTTE, NC 28247-0317 US	ASSET INSIGHT ANNUAL SUBSCRIPTION	S	1	5	F	N	1		11,200	11,200	11,200	0	2/14/2019	O	2/13/2020	
4500306336	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	ADAPTER RETROFIT NEXUS METERS	E	B	8	N	N	4		206,682	206,682	206,682	0	2/20/2019	C		6/6/2019
4500306423	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	VALVES	E	B	5	F	N	1	*	31,837	32,530	32,530	0	2/21/2019	C		8/15/2019
4500306549	ADVANCED FILTRATION CO PO BOX 324 HOWELL, NJ 07731-0324 US	FILTERS	E	B	5	F	N	1	*	11,886	11,993	11,993	0	2/27/2019	C		4/3/2019
4500306622	INDUSTRIAL PROCESS SOLUTIONS DBA FOR FLUID FLOW PRODUCTS INC ONE IVYBROOK BLVD - STE 130 IVYLAND, PA 18974 US	PALL FILTER ELEMENTS	E	B	5	F	N	1	*	12,690	12,762	12,762	0	2/28/2019	C		4/26/2019
4500306724	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS METERS	E	B	5	N	N	2	*	12,516	12,596	12,596	0	3/4/2019	C		3/29/2019
4500306730	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	FILTER KIT AND VALVE UNLOADER	E	B	5	N	03	3	*	8,348	8,428	8,428	0	3/4/2019	C		3/12/2019
4500306772	P-M INDUSTRIAL INC PO BOX 26 VERNON, NJ 07462-0026 US	CARTRIDGE SEALS FOR PUMPS	E	B	5	F	N	1	*	14,991	15,039	15,039	0	3/5/2019	C		7/3/2019
4500306801	SWITCHGEAR SOLUTIONS LTD NY & NJ 9 DAVISON AVE STE 15 JAMESBURG, NJ 08831-1373 US	NEMA AA DRY TYPE TRANSFORMER	E	M	8	F	04	1		90,738	90,738	90,738	0	3/6/2019	C		11/27/2019
4500306812	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	WEIR PARTS	E	B	5	F	N	1	*	29,671	29,711	29,711	0	3/6/2019	C		3/20/2019
4500306827	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	NOX PUMP	E	B	5	F	N	1	*	7,482	7,509	7,509	0	3/6/2019	C		4/1/2019
4500306920	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	ALSTOM RELAY	E	B	5	F	N	4		16,585	16,585	16,585	0	3/8/2019	C		5/17/2019
4500307000	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	BOLT SETS	E	B	5	F	N	2		20,832	20,796	20,796	36	3/11/2019	C		3/19/2019

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4500307141	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	PARTS	E	B	5	N	03	3	*	6,245	6,344	6,344	0	3/14/2019	C		3/21/2019
4500307166	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	TRANSMITTERS	E	B	5	F	N	3	*	8,883	8,983	8,983	0	3/15/2019	C		8/19/2019
4500307188	JB EXCELERATION LLC 7 WINDING BROOK DR SARATOGA SPRINGS, NY 12866- 6488 US	BATTERY CHARGING SYSTEM	E	B		N	04	3		177,910	145,363	145,363	32,547	3/15/2019	O	3/11/2020	
4500307218	TRITON BUILDERS INC 645 BROADWAY - STE T AMITYVILLE, NY 11701-2118 US	FENCE MAINTENANCE	S	B	8	N	03	2		200,000	51,431	51,431	148,569	3/18/2019	O	3/17/2020	
4500307285	EAGLE BURGMANN INDUSTRIES LP 10035 BROOKRIVER DR HOUSTON, TX 77040 US	MECHANICAL SEALS	E	B	5	F	N	2		20,000	20,000	20,000	0	3/19/2019	C		4/12/2019
4500307309	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	PROBES, PLUGS, GASKETS	E	B	5	F	N	1	*	14,392	14,411	14,411	0	3/19/2019	C		3/27/2019
4500307360	MILLER PROCTOR NICKOLAS INC 2 HUDSON ST SLEEPY HOLLOW, NY 10591-0815 US	REPAIR	S	2	5	N	N	1		20,000	14,400	14,400	5,600	3/20/2019	C		4/19/2019
4500307365	ACFM DYNAMICS LLC PO BOX 386 MARION, CT 06444-0386 US	STEAM EXHAUST BLOWER	E	B	5	F	N	2	*	5,653	5,878	5,878	0	3/20/2019	C		7/26/2019
4500307391	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	PARTS	E	B	5	F	N	1		11,862	11,862	11,862	0	3/21/2019	C		5/22/2019
4500307416	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	METERS	E	B	5	N	N	2	*	12,516	12,596	12,596	0	3/22/2019	C		4/16/2019
4500307433	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	OILS	E	B	5	N	N	1	*	13,125	13,133	13,133	0	3/22/2019	C		4/3/2019
4500307575	CONSERVE ELECTRICAL SUPPLY CORP 39-05 CRESCENT ST LONG ISLAND CITY, NY 11101-1025 US	700AMP FUSES FOR OUTAGE	E	B	5	N	N	1		27,600	27,600	27,600	0	3/26/2019	C		5/3/2019
4500307718	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ANNUAL SERVICE INSTRUMENT AIR COMPRESSORS	S	B	5	N	03	1		26,975	26,975	26,975	0	3/29/2019	O	3/28/2020	
4500307789	SUEZ WTS USA INC 4636 SOMERTON RD TREVISO, PA 19053 US	DEPOSITROL CHEMICAL	E	B	5	F	N	1		10,982	10,982	10,982	0	4/2/2019	C		10/24/2019
4500307939	ROSEMOUNT INC 100 BURTT ROAD ANDOVER, MA 01810 US	EMERSON FLOW METER	E	B	5	F	N	1	*	5,579	5,583	5,583	0	4/5/2019	C		4/26/2019

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4500308005	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	PARTS	E	B	5	F	N	1		6,754	6,754	6,754	0	4/8/2019	C		5/7/2019
4500308281	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	GSU DESIGN REVIEW	A	B	5	N	N	1		18,500	17,814	17,814	686	4/16/2019	C		9/26/2019
4500308411	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	IGNITER PLUG	E	B	5	F	N	2	*	9,975	9,986	9,986	0	4/18/2019	C		4/24/2019
4500308613	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	VALVES	E	B	5	F	N	3	*	7,836	7,862	7,862	0	4/25/2019	C		8/29/2019
4500308616	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	FUEL NOZZLES	E	B	5	F	N	2	*	10,050	10,081	10,081	0	4/25/2019	C		5/1/2019
4500308618	SPX HEAT TRANSFER LLC 2121 N 161ST EAST AVE TULSA, OK 74116-4834 US	GASKETS	E	B	5	F	N	1	*	5,115	5,358	5,358	0	4/25/2019	C		5/15/2019
4500308620	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	CONDENSATE PUMP PARTS	E	B	5	F	N	1	*	14,078	14,110	14,110	0	4/25/2019	C		6/4/2019
4500308663	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	6AWG CABLE 2000'	E	B	5	N	N	2		6,900	5,782	5,782	1,118	4/26/2019	C		4/29/2019
4500308675	ACLARA METERS LLC DBA FOR METER READINGS HOLDING LLC 6135 PARK SOUTH DR STE 508 CHARLOTTE, NC 28210 US	ACLARA METERS KV2C	E	B	5	F	N	1		15,044	15,044	15,044	0	4/29/2019	C		5/31/2019
4500308749	KESTREL POWER ENGINEERING LLC 9126 N 2150 EAST RD FAIRBURY, IL 61739-9204 US	FIELD TESTS	S	1	5	F	N	1		43,525	9,375	9,375	34,150	4/30/2019	O	4/29/2020	
4500308846	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	AIR COMPRESSOR MOTOR OVERHAUL	S	2	5	N	03	1		23,382	23,382	23,382	0	5/2/2019	C		5/10/2019
4500308898	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	BEARING HOUSING FOR CONDESATE PUMP	E	B	5	F	N	1	*	47,988	48,146	48,146	0	5/3/2019	C		12/3/2019
4500308990	MAYER MALBIN CO INC 41-01 36TH AVE LONG ISLAND CITY, NY 11101 US	PARTS	E	B	5	N	N	2	*	18,419	18,437	18,437	0	5/7/2019	C		6/4/2019

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4500309019	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	MARK VI BOARDS	E	B	5	F	N	2		21,658	21,658	21,658	0	5/8/2019	C		8/30/2019
4500309041	PROTON ENERGY SYSTEMS INC 10 TECHNOLOGY DR WALLINGFORD, CT 06492-1955 US	PROTON HYDROGEN GENERATOR PM SERVICE	S	B	5	F	N	1		12,935	9,982	9,982	2,953	5/8/2019	C		7/18/2019
4500309058	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	PARTS	E	B	5	F	N	1	*	43,656	43,867	43,867	0	5/9/2019	C		7/2/2019
4500309256	RK CHASE CO INC 966 BROADWAY ALBANY, NY 12204-2504 US	HPS WHEEL EXHAUST FRAME BLOWER	E	B	5	N	N	2	*	6,377	6,674	6,674	0	5/15/2019	C		7/30/2019
4500309261	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026 US	DOOR LEVERS	E	B	5	F	N	2		8,020	8,020	8,020	0	5/15/2019	C		8/6/2019
4500309270	CGK CONSULTING GROUP INC 7968 ARJONS DR STE A 112 SAN DIEGO, CA 92126-6362 US	7A AND 7B HP DRUM CONDUCTIVITY	S	B	5	F	N	1		19,200	0	0	19,200	5/15/2019	C		10/4/2019
4500309277	YATES AND CO INC 1 HOLLYWOOD AVE - STE 22 HO HO KUS, NJ 07423-1448 US	BI DIRECTIONAL FLOW METER	E	B	5	F	N	3	*	12,367	12,635	12,635	0	5/15/2019	C		6/26/2019
4500309319	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	FILTERS	E	B	5	F	N	3	*	12,400	12,427	12,427	0	5/16/2019	C		5/31/2019
4500309428	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ATLAS COPCO AIR DRYER PARTS	E	B	5	N	03	1	*	6,701	6,747	6,747	0	5/21/2019	C		6/4/2019
4500309567	CURRENT FIRE PROTECTION INC 4A AERIAL WAY SYOSSET, NY 11791 US	SPRINKLER UPGRADE	C	B	5	N	N	1		46,000	0	0	46,000	5/24/2019	C		12/20/2019
4500309601	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	HRSG ECONOMIZER PUMP WITH COOL TOP	E	B	5	F	N	1	*	8,545	8,938	8,938	0	5/28/2019	C		7/29/2019
4500309650	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	SAFE T RAC PARTS	E	B	8	F	N	4		215,494	128,676	128,676	86,818	5/29/2019	C		11/20/2019
4500309707	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	REXNORD COUPLING	E	B	5	F	N	1	*	6,620	6,850	6,850	0	5/30/2019	C		6/27/2019
4500309730	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	NON-REVERSE RATCHET ASSEMBLY KIT	E	B	5	N	N	1		33,526	33,526	33,526	0	5/31/2019	C		8/12/2019
4500309850	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	OIL DRUMS	E	B	5	N	N	2		19,809	19,531	19,531	278	6/4/2019	C		6/11/2019

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4500309971	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	ROSEMOUNT PRESSURE TRANSMITTERS	E	B	5	F	N	1	*	8,449	8,528	8,528	0	6/7/2019	C		7/1/2019
4500309986	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DIGITAL POSITIONER FLOWSERVE	E	B	5	N	01	1		6,390	6,326	6,326	64	6/7/2019	C		6/27/2019
4500310002	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	AIR DRY PARTS-ATLAS COPCO	E	B	5	N	03	1		40,826	40,826	40,826	0	6/7/2019	C		7/9/2019
4500310033	ILLINOIS BLOWER INC 750 INDUSTRIAL DR CARY, IL 60013 US	CLUTCH COUPLING	E	B	5	F	N	2	*	7,904	7,924	7,924	0	6/10/2019	C		7/11/2019
4500310066	SUEZ WTS USA INC 4636 SOMERTON RD TREVISO, PA 19053 US	CORTROL IS 104	E	B	5	F	N	1	*	8,355	8,438	8,438	0	6/11/2019	C		6/26/2019
4500310075	K CONNELLY CORP 16 HAWTHORNE RD KINGS PARK, NY 11754-6297 US	VALVES	E	B	5	N	01	1	*	9,320	9,418	9,418	0	6/11/2019	C		10/22/2019
4500310128	PROTON ENERGY SYSTEMS INC PROTON ONSITE 10 TECHNOLOGY DR WALLINGFORD, CT 06492-1955 US	POWER SUPPLY FOR H2 GENERATOR	E	B	5	F	N	1	*	12,292	12,304	12,304	0	6/12/2019	C		7/17/2019
4500310222	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	TRANSFORMERS, CURRENT	E	B	5	N	N	2		7,424	7,424	7,424	0	6/14/2019	C		8/6/2019
4500310231	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	OFFICE SUPPLIES	E	B	5	N	04	1		7,011	7,011	7,011	0	6/14/2019	C		7/10/2019
4500310281	NVENT THERMAL LLC DBA FOR TRACER INDUSTRIES INC 18 SPRING MILL DR MALVERN, PA 19355-1200 US	RAYCHEM MATERIALS	E	B	5	N	N	3	*	12,163	12,178	12,178	0	6/17/2019	C		8/23/2019
4500310360	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	ROSEMOUNT ITEMS	E	B	5	F	N	2	*	6,819	6,955	6,955	0	6/19/2019	C		8/13/2019
4500310377	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	SINGLE PHASE METERING UNIT	E	B	5	F	N	1		43,368	0	0	43,368	6/19/2019	O	1/7/2020	
4500310473	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	DOBLE EMI TESTING	S	1	5	N	N	1		32,835	23,451	23,451	9,384	6/21/2019	C		8/21/2019
4500310475	DONALDSON CO INC PO BOX 1299 MINNEAPOLIS, MN 55440-1299 US	FILTERS	E	B	5	F	N	2		14,732	13,734	13,734	998	6/21/2019	C		8/6/2019

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4500310737	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	US VERT MOTOR SOLIDSHAFT 200HP	E	B	5	F	N	2		16,900	16,900	16,900	0	6/28/2019	C		12/28/2019
4500310893	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	Z500 BALL VALVE	E	B	5	F	N	1	*	10,629	10,889	10,889	0	7/3/2019	C		9/30/2019
4500310924	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DET-TRONICS MISCELLANEOUS PARTS	E	B	5	N	01	1		6,324	6,324	6,324	0	7/5/2019	C		8/9/2019
4500310927	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	LTI POWER MISCELLANEOUS PARTS	E	B	5	F	N	1		7,560	7,560	7,560	0	7/5/2019	C		7/30/2019
4500310953	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	MSA MODEL ULTIMA X-5000 GAS MONITOR	E	B	5	N	01	1		11,680	11,563	11,563	117	7/8/2019	C		7/19/2019
4500310992	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	VALVES	E	B	5	F	N	2	*	8,354	8,394	8,394	0	7/9/2019	C		8/19/2019
4500311000	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	LED LIGHTS	E	B	5	N	N	1		5,348	5,348	5,348	0	7/9/2019	C		7/29/2019
4500311005	EAGLE BURGMANN INDUSTRIES LP 10035 BROOKRIVER DR HOUSTON, TX 77040 US	DRAIN BELLOWS	E	B	5	F	N	1		11,300	0	0	11,300	7/9/2019	O	2/29/2020	
4500311086	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	TRANSMITTERS FOR GAS TURBINE	E	B	5	F	N	1	*	5,658	5,714	5,714	0	7/10/2019	C		8/15/2019
4500311090	YATES AND CO INC 1 HOLLYWOOD AVE - STE 22 HO HO KUS, NJ 07423-1448 US	BI DIRECTIONAL FLOW METER	E	B	5	F	N	2	*	12,367	12,634	12,634	0	7/10/2019	C		8/14/2019
4500311092	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	PHYSICALS	P	B	5	N	04	5		30,000	29,100	29,100	900	7/10/2019	C		7/30/2019
4500311109	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL	E	B	5	N	N	1		11,996	11,996	11,996	0	7/11/2019	C		7/25/2019
4500311152	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053 US	CORTROL IS 104	E	B	5	F	N	1	*	8,355	8,438	8,438	0	7/12/2019	C		8/6/2019
4500311277	ACFM DYNAMICS LLC PO BOX 386 MARION, CT 06444-0386 US	GLAND BLOWER	E	B	5	F	N	1	*	13,768	14,226	14,226	0	7/16/2019	C		12/5/2019
4500311345	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	WATER FILTERS SPRINT SYSTEM	E	B	5	F	N	2	*	18,600	18,775	18,775	0	7/18/2019	C		10/8/2019

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4500311400	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	MAGNETROL TRANSMITTER	E	B	5	F	N	3		11,872	11,872	11,872	0	7/19/2019	C		8/16/2019
4500311527	MESSINA ASPHALT CORP 18-50 42ND ST ASTORIA, NY 11105-1027 US	ASPHALT PAVING FOR PLANT SITE GROUNDS	C	B	5	N	N	1		44,076	44,076	44,076	0	7/24/2019	C		8/29/2019
4500311544	GUARDIAN BOOTH LLC 29 N ROOSEVELT AVE STE 301 SPRING VALLEY, NY 10977-7844 US	GUARDIAN BOOTH SECURITY STATIONS	E	2	8	N	N	1		75,000	75,000	75,000	0	7/24/2019	O	3/26/2020	
4500311581	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL FOR BRENTWOOD	E	B	5	N	N	1	*	23,993	24,009	24,009	0	7/25/2019	C		8/27/2019
4500311610	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	SOLENOID VALVE	E	B	5	F	N	3	*	6,705	6,766	6,766	0	7/26/2019	C		9/25/2019
4500311690	MAYER MALBIN CO INC 41-01 36TH AVE LONG ISLAND CITY, NY 11101 US	PIPES AND FITTINGS	E	B	5	N	N	1		13,007	13,007	13,007	0	7/29/2019	C		8/13/2019
4500311791	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	TEMPATURE SENSOR AND BOLTS	E	B	5	F	N	1	*	5,497	5,510	5,510	0	7/31/2019	C		8/8/2019
4500311793	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	FILTERS, DEMIN NOX DISCHARGE	E	B	5	F	N	1		6,356	6,356	6,356	0	7/31/2019	C		9/17/2019
4500311819	BUFFALO PUMPS INC 874 OLIVER ST NORTH TONAWANDA, NY 14120 US	BUFFALO PUMP AUX LUBE OIL PUMP REPAIRS	E	2	5	N	N	1		25,000	7,534	7,534	17,466	7/31/2019	C		12/3/2019
4500311967	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	ECONOMIZER PUMP	E	B	5	F	N	2		8,545	8,545	8,545	0	8/6/2019	C		10/21/2019
4500311971	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL	E	B	5	N	N	1	*	14,289	14,297	14,297	0	8/6/2019	C		8/16/2019
4500312004	TVS CARTRIDGE AIR FILTERS 3040 DUBLIN CIRCLE BESSEMER, AL 35022 US	TVS FILTERS	E	B		F	N	1		88,889	88,888	88,888	1	8/7/2019	O	1/31/2020	
4500312016	R V P FLOORING SYSTEMS INC 35 COMMERCE DR STE B CARMEL, NY 10512-4211 US	INSTALLATION CARPET AND TILES	S	B	5	N	03	1		22,230	0	0	22,230	8/7/2019	O	7/15/2020	
4500312023	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	REPAIR 18 + 18 ACC STREET ELECTRIC HARRINGTON TROLLEY	S	B	5	N	N	1		7,215	0	0	7,215	8/7/2019	O	3/20/2020	
4500312038	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	INFRARED THERMOGRAPHY - EMI DIAGNOSTICS	S	2	8	F	N	1		55,559	55,559	55,559	0	8/8/2019	C		12/20/2019

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4500312051	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	DMZ SERVER EQUIPMENT	E	B	5	F	N	1		12,017	12,017	12,017	0	8/8/2019	C		10/1/2019
4500312231	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS 1252 METERS	E	B	5	N	N	1	*	8,430	8,490	8,490	0	8/14/2019	C		9/30/2019
4500312325	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	TRANSMITTER NH3 TANK LEVEL MAGNETROL	E	B	5	F	N	2	*	5,849	5,967	5,967	0	8/16/2019	C		10/30/2019
4500312389	TYCO FIRE & SECURITY (US) MNGT INC JOHNSON CONTROL FIRE PROTECTION RM 17 519 8th AVE NEW YORK, NY 10018-4671 US	FIRE PROTECTION ITEMS FOR CO2 FIRE PROTECTION SYSTEM	E	B	5	N	N	1		17,924	17,924	17,924	0	8/20/2019	C		12/6/2019
4500312404	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	GOULDS SANITARY PUMP	E	B	5	F	N	1	*	17,641	17,961	17,961	0	8/20/2019	C		10/21/2019
4500312423	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	CONDENSATE PUMP PARTS	E	B	5	F	N	1		48,341	0	0	48,341	8/20/2019	O	4/2/2020	
4500312463	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	FLEX LINKS	E	B	5	N	N	1		10,320	10,320	10,320	0	8/21/2019	C		10/1/2019
4500312632	ALPHA ELEVATOR INC SUITE 307 61-43 186 STREET FRESH MEADOWS, NY 11365 US	DOOR LOCK MONITORING UPGRADE	S	B	5	N	N	3		16,000	8,000	8,000	8,000	8/27/2019	C		12/4/2019
4500312709	KOENIG ENGINEERING INC 410 EAGLEVIEW BLVD - STE 100 EXTON, PA 19341-1137 US	TURNING GEAR REPAIR	S	2	5	F	N	1	*	7,136	7,150	7,150	0	8/28/2019	C		9/30/2019
4500312715	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	SAFETY NETTING	E	B	5	N	01	3		9,225	9,133	9,133	92	8/28/2019	C		9/25/2019
4500312746	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS 1500+ METERS	E	B	5	N	N	2	*	6,928	6,988	6,988	0	8/29/2019	C		10/21/2019
4500312754	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PHOSPHATE PUMP	E	B	5	F	N	1		5,320	5,320	5,320	0	8/29/2019	C		10/21/2019
4500312759	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	DEMIN NOX FILTERS	E	B	5	F	N	2		19,730	18,560	18,560	1,170	8/29/2019	C		10/1/2019
4500312775	RARITAN GROUP INC PO BOX 10120 NEW BRUNSWICK, NJ 08906-0120 US	VALVES	E	B	5	F	N	1		12,056	12,056	12,056	0	8/29/2019	C		11/7/2019

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4500312788	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	CATALYST ENGINEERING SERVICES	E	B	8	F	N	2		500,000	96,877	96,877	403,123	8/29/2019	O	9/2/2020	
4500312799	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	FILTERS, GASKETS	E	B	5	N	03	1	*	8,826	8,980	8,980	0	8/29/2019	C		9/13/2019
4500312896	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	SHARK METERS	E	B	5	N	N	1	*	6,129	6,174	6,174	0	9/3/2019	C		10/21/2019
4500312989	TIOGA PIPE INC 2450 WHEATSHEAF LANE PHILADELPHIA, PA 19137 US	F91 PIPING	E	B	5	F	N	2		9,229	9,229	9,229	0	9/5/2019	C		9/16/2019
4500312996	RWT CORPORATION DBA WELDING WORKS 32 NEW ROAD MADISON, CT 06443-2507 US	CROSSOVER PLATFORM	E	B	5	F	N	1		18,100	18,100	18,100	0	9/5/2019	C		11/27/2019
4500313012	NEAL SYSTEMS INC 122 TERRY DR NEWTOWN, PA 18940 US	CONTROLLER,SCR HEATER	E	B	5	F	N	1	*	6,922	6,991	6,991	0	9/5/2019	C		9/26/2019
4500313018	WAVELENGTH FLEET COMMUNICATIONS INC 1 CLAREMONT AVE - UNIT A HOLBROOK, NY 11741-2028 US	WAVELENGTH FLEET BRENTWOOD RADIO REPEATER INSTALL	S	2	5	N	N	1		23,172	1,320	1,320	21,852	9/6/2019	O	5/27/2020	
4500313050	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	NH3 FLOW METER	E	B	5	F	N	1		10,930	10,930	10,930	0	9/6/2019	C		10/30/2019
4500313055	NVENT THERMAL LLC DBA FOR TRACER INDUSTRIES INC 18 SPRING MILL DR MALVERN, PA 19355-1200 US	HEAT TRACE ITEMS	E	B	5	F	N	2	*	18,716	18,880	18,880	0	9/6/2019	C		9/26/2019
4500313057	CONSERVE ELECTRICAL SUPPLY CORP 39-05 CRESCENT ST LONG ISLAND CITY, NY 11101-1025 US	NH3 HEATER	E	B	5	N	N	1		13,050	0	0	13,050	9/6/2019	O	1/10/2020	
4500313059	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812 US	WATER INJECTION PUMP	E	B		F	N	4		63,504	0	0	63,504	9/6/2019	O	3/28/2020	
4500313173	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	STOCK ITEMS	E	B	5	N	N	1		6,564	6,564	6,564	0	9/10/2019	C		9/30/2019
4500313176	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	TAG ID INFOSIGHT	E	B	5	N	01	1		6,652	6,585	6,585	67	9/10/2019	C		10/8/2019
4500313265	R S CRUM & CO 1181 GLOBE AVE MOUNTAINSIDE, NJ 07092-0209 US	SWAGELOK PARTS-FITTINGS	E	B	5	F	N	2		9,200	9,200	9,200	0	9/12/2019	C		9/26/2019

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4500313308	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSSE, PA 19053 US	WATER TREATMENT, CORTROL	E	B	5	F	N	2	*	8,355	8,438	8,438	0	9/13/2019	C		10/1/2019
4500313319	FABER ASSOCIATES INC DBA FABER INDUSTRIAL TECHNOLOGIES 1111 PAULISON AVE PO BOX 2000 CLIFTON, NJ 07015-2000 US	HEAT TRACE CABLE	E	B	5	F	N	2		13,059	13,059	13,059	0	9/13/2019	C		10/11/2019
4500313321	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	ASSIST WITH ABB CBS LITTE SYSTEM INSTALL	S	2	5	F	N	1		18,500	18,500	18,500	0	9/13/2019	C		10/31/2019
4500313512	GE ENERGY CONTROL SOLUTIONS LLC DBA FOR BAKER HUGHES A GE COMPANY L 1800 NELSON RD LONGMONT, CO 80501-6324 US	MARK VI E BOARD	E	B	5	F	N	2		14,777	14,777	14,777	0	9/19/2019	C		10/11/2019
4500313550	ALL PRO SALES AND MARKETING INC 21 WILLETT AVE APT 415 PORT CHESTER, NY 10573-4358 US	ROADWAY LIGHTING ARIS/ALL PRO SALES AND MARKETING	E	2	8	N	02	1		93,122	93,122	93,122	0	9/20/2019	C		11/26/2019
4500313575	SPX HEAT TRANSFER LLC 2121 N 161ST EAST AVE TULSA, OK 74116-4834 US	SPX HEAT TRANSFER - CONDENSER WORK	S	2	8	F	N	1		350,000	0	0	350,000	9/20/2019	O	2/28/2020	
4500313605	CORMETECH INC 5000 INTERNATIONAL DR DURHAM, NC 27712-8911 US	MULTI-POLLUTANT CATALYSTS FOR EUGENE ZELTMANN PLANT	E	B		F	N	2		2,329,700	894,700	894,700	1,435,000	9/23/2019	O	9/23/2024	
4500313779	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	BASF PLATINUM CO CATALYST	E	B		F	N	1		302,800	60,560	60,560	242,240	9/26/2019	O	2/28/2020	
4500313908	REXEL USA INC DBA PARTS SUPER CENTER 755 WOODLAND DR DOCK 16 INDIANAPOLIS, IN 46278-2705 US	MOTORS, COILS, RELAYS	E	B	5	F	N	2	*	9,452	9,489	9,489	0	10/1/2019	C		10/29/2019
4500314067	METRO PUMPS & SYSTEMS INC 30 LIBERTY ST EDISON, NJ 08837 US	PEERLESS WATER PUMP	E	B	5	F	N	3	*	5,146	5,328	5,328	0	10/4/2019	C		11/7/2019
4500314255	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	MELTRIC CONNECTOR KITS	E	B	5	N	03	1		33,936	33,936	33,936	0	10/9/2019	C		11/6/2019
4500314280	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	TARPS	E	B	5	N	01	2		7,440	7,440	7,440	0	10/9/2019	C		11/18/2019
4500314453	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS METERS	E	B	5	N	N	1	*	12,756	12,836	12,836	0	10/15/2019	C		11/5/2019
4500314619	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	TURBO OIL DRUMS	E	B	5	N	N	1	*	14,289	14,297	14,297	0	10/21/2019	C		11/4/2019

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4500314685	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	HRSRG ECONOMIZER PUMP	E	B	5	F	N	3		8,545	8,545	8,545	0	10/22/2019	C		12/16/2019
4500314713	UNIVERSAL RECTIFIERS INC 1631 COTTONWOOD SCHOOL RD ROSENBERG, TX 77471-8200 US	RECTIFIERS	E	B	5	F	N	3		19,457	0	0	19,457	10/22/2019	O	1/7/2020	
4500315104	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	ELECTRIC WIRE	E	B	5	N	N	1		5,729	5,729	5,729	0	11/4/2019	C		11/8/2019
4500315114	SUEZ WTS USA INC 4636 SOMERTON RD TREVORE, PA 19053 US	CHEMICAL TREATMENT CONTROL	E	B	5	F	N	1	*	8,355	8,438	8,438	0	11/4/2019	C		12/2/2019
4500315200	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	REXROTH SOLENOID	E	B	5	F	N	3		13,148	0	0	13,148	11/6/2019	O	1/10/2020	
4500315218	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	CONTROL PANEL	E	B	5	F	N	1		24,500	24,500	24,500	0	11/6/2019	C		12/2/2019
4500315475	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	SLC 500 CPU	E	B	5	N	N	2		9,698	0	0	9,698	11/14/2019	C		12/4/2019
4500315824	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	GAS TURBINE KIT	E	B	5	F	N	2		23,900	0	0	23,900	11/26/2019	C		12/31/2019
4500315941	FABER ASSOCIATES INC DBA FABER INDUSTRIAL TECHNOLOGIES 1111 PAULISON AVE PO BOX 2000 CLIFTON, NJ 07015-2000 US	HEAT TRACE CABLES	E	B	5	F	N	1		44,110	0	0	44,110	12/3/2019	O	1/6/2020	
4500315946	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	SEALING RING	E	B	5	F	N	3		7,683	0	0	7,683	12/3/2019	O	3/16/2020	
4500316132	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	MOTOR SWAP FOR TEFC TO TEAO 75HP	E	B	5	F	N	3		10,956	0	0	10,956	12/6/2019	O	5/30/2020	
4500316190	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	CONTROL MODULES	E	B	5	N	03	3		10,154	10,154	10,154	0	12/9/2019	C		12/16/2019
4500316193	CADY ENTERPRISE INC 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	BEARINGS	E	B	5	F	N	1		41,000	0	0	41,000	12/9/2019	O	5/11/2020	
4500316369	KESTREL POWER ENGINEERING LLC 9126 N 2150 EAST RD FAIRBURY, IL 61739-9204 US	TESTING MOD-026/027	S	B		F	N	3		81,950	0	0	81,950	12/13/2019	O	4/13/2020	
4500316371	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	SPEED SENSORS	E	B	5	F	N	4		41,200	0	0	41,200	12/13/2019	O	1/10/2020	

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4500316415	BALTIMORE AIRCOIL CO 560 WHITE PLAINS RD TARRYTOWN, NY 10591 US	COOLING TOWER PARTS	E	B	5	F	N	2		15,516	0	0	15,516	12/13/2019	O	1/8/2020	
4500316451	YORK LADDER INC 3720 12TH ST LONG ISLAND CITY, NY 11101-6098 US	SCAFFOLDING	E	C	5	N	N	1		22,078	0	0	22,078	12/16/2019	O	4/16/2020	
4500316456	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	FUEL NOZZLES	E	B	5	F	N	1		25,000	18,627	18,627	6,373	12/17/2019	O	1/24/2020	
4500316508	CADY ENTERPRISE INC 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	GAS COMPRESSOR PARTS	E	B	5	F	N	1		31,460	0	0	31,460	12/17/2019	O	6/1/2020	
4500316652	METRO AIR PRODUCTS LLC D/B/A MIH SALES GROUP LLC 20 W 36TH ST RM 700 NEW YORK, NY 10018-9788 US	ROOF FAN PARTS	E	B	5	N	N	1		34,800	0	0	34,800	12/20/2019	O	3/2/2020	
4500316660	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	CABLE	E	B	5	N	N	1		17,693	0	0	17,693	12/20/2019	O	3/31/2020	
4500316668	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	INFOSIGHT ID TAG	E	B	5	N	01	1		6,600	0	0	6,600	12/20/2019	O	1/20/2020	
4600002855	SIRIO SISTEMI ELETTRONICI SPA VIA DEL LAZZERETTO 92 PRATO, PO 59100 IT	INSTRUMENT AND CONTROLS SUPPORT FOR THE NUOVO PIGNONE GAS COMPRESSOR CONTROLS	S	B		N	N	2		400,000	24,538	0	375,462	10/20/2014	C		10/19/2019
4600003007	GOTHAM REFINING CHEMICAL CORP 2374 48TH ST ASTORIA, NY 11103-1014 US	COOLING TOWER CHEMICAL	E	B		N	N	2		500,000	454,529	0	45,471	7/9/2015	O	7/8/2020	
4600003022	JANSEN'S AIRCRAFT SYSTEM CONTROLS INC 2303 WEST ALAMEDA DR TEMPE, AZ 85282 US	3 WAY FUEL VALVES	E	B		F	N	2		500,000	84,276	0	415,724	7/27/2015	O	7/26/2020	
4600003074	CINTAS CORP 12 HARBOR PARK DR PORT WASHINGTON, NY 11050-4649 US	UNIFORM CLEANING/RENTAL AGREEMENT	E	B		N	N	2		300,000	263,449	100,489	36,551	1/1/2016	C		12/31/2019
4600003101	NUOVO PARTS INC 1465 SLATER RD FERNDAL, WA 98248-8919 US	GAS COMPRESSOR PARTS	E	B		F	N	2		900,000	454,243	7,552	445,757	1/20/2016	O	1/19/2021	
4600003105	ALTAIR FILTER TECHNOLOGY INC DBA CLARCOR INDUSTRIAL AIR 11501 OUTLOOK ST - STE 100 OVERLAND PARK, KS 66211-1810 US	INLET AIR FILTERS FOR AND LM 6000 ENGINES	E	B		F	N	2		937,500	898,773	0	38,727	2/1/2016	C		1/31/2019
4600003184	JOHN CRANE INC 6400 OAKTON ST MORTON GROVE, IL 60053-2725 US	SEALS FOR GAS COMPRESSORS	E	B		F	N	1		625,000	585,000	45,000	40,000	7/14/2016	C		7/13/2019

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4600003187	GENERAL ELECTRIC INTERNATIONAL INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	EQUIPMENT SERVICE AND MAINTENANCE	P	B		F	N	2		7,500,000	3,964,743	2,148,015	3,535,257	8/18/2016	O	8/17/2021	
4600003188	AIRGAS USA LLC DBA FOR AIRGAS INC 259 N RADNOR CHESTER RD RADNOR, PA 19087-5240 US	HYDROGEN AND NITROGEN BANKS AND CYLINDERS	E	B		F	N	1		150,000	55,765	9,507	94,235	8/2/2016	C		9/30/2019
4600003265	TANNER INDUSTRIES INC 735 DAVISVILLE RD - 3RD FL SOUTHAMPTON, PA 18966-3200 US	AMMONIA-AQUEOUS	E	B		F	N	2		2,250,000	562,827	230,513	1,687,173	1/1/2017	O	12/31/2021	
4600003276	SENTRY EQUIPMENT CORP 966 BLUE RIBBON CIR N OCONOMOWOC, WI 53066-8666 US	CHEMISTRY ANALYZER PANEL MONTHLY MAINTENANCE AND SERVICE	S	B		F	N	1		450,000	120,105	31,932	329,895	2/17/2017	O	2/26/2022	
4600003331	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	CALIBRATED GASES	E	B		F	N	4		291,440	114,512	56,677	176,928	7/27/2017	O	9/23/2020	
4600003371	FRANK D RIGGIO CO INC DBA RIGGIO VALVE 797 AVENUE E BAYONNE, NJ 07002 US	VALVE REPAIR SERVICES	S	B		F	N	1		5,000,000	533,448	190,696	4,466,552	9/1/2017	O	8/31/2022	
4600003418	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	CHEMICALS	E	B		N	03	2		350,000	76,515	25,174	273,485	1/1/2018	O	12/31/2022	
4600003466	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	MOTOR AND MAINTENANCE SERVICE	S	B		N	N	1		4,000,000	34,130	34,130	3,965,870	5/1/2018	O	4/30/2023	
4600003479	GOHAM REFINING CHEMICAL CORP 2374 48TH ST ASTORIA, NY 11103-1014 US	COOLING TOWER CHEMICAL	E	B		N	N	1		750,000	414,545	224,347	335,455	5/21/2018	O	5/21/2023	
4600003482	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	LANDSCAPING	S	B		N	04	1		1,000,000	127,667	64,377	872,333	5/21/2018	O	5/20/2023	
4600003582	TEG ENERGY GROUP INC 19 MORRIS AVE BLDG 128 BROOKLYN, NY 11205 US	SUPPORT CONTROL SYSTEM UPGRADES	S	B	8	N	N	1		2,000,000	276,975	276,975	1,723,025	5/1/2019	O	4/30/2024	
4600003586	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	MV90 SOFTWARE SUPPORT	I	1	8	F	N	1		292,756	119,054	119,054	173,702	1/23/2019	O	5/31/2023	
4600003589	JOHN CRANE INC 6400 OAKTON ST MORTON GROVE, IL 60053-2725 US	JOHN CRANE MECHANICAL SEALS	E	B		F	N	1		750,000	180,058	180,058	569,942	1/30/2019	O	1/29/2022	
4600003590	RFJ INSULATION CONTRACTOR INC 232-C ORINOCO DR BRIGHTWATERS, NY 11718 US	INSULATION SERVICES	S	B	8	N	N	1		750,000	139,843	139,843	610,157	1/30/2019	O	1/29/2020	

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4600003594	QUINTAL CONTRACTING CORP PO BOX 427 ISLIP, NY 11751-0427 US	ALGAE SCRAPING OF THE REINJECTION PONDS	S	B		N	01	1	200,000	26,129	26,129	173,871	2/12/2019	O	2/11/2024	
4600003596	BHA ALTAIR LLC 11501 OUTLOOK ST STE 100 OVERLAND PARK, KS 66211 US	INLET AIR FILTERS	E	B	8	F	N	1	750,000	100,934	100,934	649,066	2/20/2019	O	2/19/2024	
4600003601	WESTROCK MECHANICAL CORP PO BOX 56 TALLMAN, NY 10982 US	HVAC SERVICES	S	B		N	N	6	5,000,000	117,336	117,336	4,882,664	3/12/2019	O	3/11/2024	
4600003629	NORTH HILLS OFFICE SERVICES INC 265 EXECUTIVE DR STE 250 PLAINVIEW, NY 11803-1743 US	HOUSEKEEPING AND CUSTODIAL SERVICES	S	B		N	N	1	250,000	26,839	26,839	223,161	4/1/2019	O	3/31/2024	
4600003637	MITSUBISHI HITACHI POWER SYSTEMS AMERICAS INC-ORLANDO SERVICE CENTER 2287 PREMIER ROW ORLANDO, FL 32809-6211 US	PARTS AND EQUIPMENT FOR STEAM TURBINES	E	B		F	N	1	5,000,000	32,228	32,228	4,967,772	4/24/2019	O	4/23/2024	
4600003671	CLEAN RENTAL UNIFORMS DBA FOR CLEAN RENTAL SERVICES INC 4352 N AMERICAN ST PHILADELPHIA, PA 19140-2419 US	UNIFORM RENTAL AND CLEANING	E	B		F	N	3	750,000	35,315	35,315	714,685	8/1/2019	O	7/31/2022	
4600003680	JOHN DINEEN CONTRACTING DBA FOR JOHN DINEEN 10031 4TH AVE STE 6H BROOKLYN, NY 11209-8334 US	ROOF REPAIR	S	B		N	N	2	5,000,000	61,200	61,200	4,938,800	7/16/2019	O	7/15/2024	
4600003681	ATLANTIC COOLING TECHNOLOGIES & SERVICES LLC 80 KERO RD CARLSTADT, NJ 07072-2604 US	COOLING TOWER SERVICE/REPAIR	S	B		F	N	1	5,000,000	0	0	5,000,000	7/20/2019	O	7/19/2024	
4600003695	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PUMP SERVICE AND REPAIRS	S	B		F	N	2	5,000,000	34,131	34,131	4,965,869	8/6/2019	O	8/5/2024	
4600003697	BENFIELD CONTROL AND POWER 55 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	METERING CABINET FABRICATION	S	B		N	N	3	300,000	13,760	13,760	286,240	8/8/2019	O	8/7/2024	
4600003699	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	PRO-QUIP VALVE ACTUATOR SERVICES	S	B		F	N	1	5,000,000	0	0	5,000,000	8/12/2019	O	8/11/2024	
4600003706	VERTICAL ACCESS SOLUTIONS LLC 4465 CAMPBELLS RUN RD PITTSBURGH, PA 15205-1311 US	GENERAL SCAFFOLDING SERVICES	S	B		F	N	2	2,500,000	0	0	2,500,000	9/3/2019	O	9/2/2024	
4600003707	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	NITROGEN AND HYDROGEN GASSES	E	B		N	N	4	200,000	2,190	2,190	197,810	9/5/2019	O	9/4/2022	
4600003708	HAUGLAND ENERGY GROUP LLC 11 COMMERCIAL ST PLAINVIEW, NY 11803-2401 US	GENERAL ELECTRICAL SERVICES	S	B		N	N	3	2,500,000	0	0	2,500,000	9/5/2019	O	9/4/2024	
4600003712	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	GENERAL ELECTRICAL SERVICES	E	B		N	N	2	2,500,000	0	0	2,500,000	9/10/2019	O	9/9/2024	

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4600003726	YORK SCAFFOLD EQUIPMENT CORP 3720 TWELFTH ST LONG ISLAND CITY, NY 11101-6009 US	GENERAL SCAFFOLDING CONTRACT	S	B		N	N	2		2,500,000	0	0	2,500,000	9/19/2019	O	9/18/2024	
4600003727	AIRGAS USA LLC DBA FOR AIRGAS INC 259 N RADNOR CHESTER RD RADNOR, PA 19087-5240 US	NITROGEN AND HYDROGEN GASSES	E	B		N	N	4		200,000	4,487	4,487	195,513	9/23/2019	O	9/22/2022	
4600003768	FIRSTLINE LOCKSMITH LLC 2277 ROUTE 33 STE 406 HAMILTON, NJ 08690-1700 US	LOCKSMITH SERVICE	S	B		N	N	2		100,000	0	0	100,000	11/5/2019	O	11/4/2020	
4600003775	ACME INDUSTRIAL INC 326-328 FRONT ST STATEN ISLAND, NY 10304 US	GENERAL MAINTENANCE SERVICES	S	B		N	01	3		4,000,000	0	0	4,000,000	11/14/2019	O	11/13/2024	
4600003776	ROBERT HALF INTERNATIONAL INC 2613 CAMINO RAMON SAN RAMON, CA 94583-4289 US	PERMANENT STAFF RECRUITING	S	B		F	N	27		200,000	0	0	200,000	11/13/2019	O	11/12/2022	
4600003801	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	ON-CALL GENERAL MAINTENANCE SERVICES	S	B		N	N	3		1,000,000	0	0	1,000,000	11/26/2019	O	11/25/2024	
4600003827	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	CATALYST ENGINEERING SERVICES	S	B		F	N	1		4,500,000	0	0	4,500,000	8/29/2019	O	8/28/2024	
SENY TOTALS										102,785,191	19,327,491	9,481,304	83,467,866				

Total Number of Contracts	270	
Total Contract Value		\$102,785,191
Total Expended to Date		\$19,327,491
Total Expended in Report Year		\$9,481,304
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	76	\$92,341,504
Closed Contracts	194	\$10,443,687
<u>Method of Award Summary</u>		
Competitive Bid	245	\$93,122,874
Sole Source	4	\$380,316
Single Source	16	\$897,198
Competitive Search	3	\$8,094,065
MWBE/SBE	2	\$290,738
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	1	\$18,500
Construction	2	\$90,076
Equipment / Goods / Commodities	203	\$32,954,084
IT Hardware	1	\$31,300
IT Software	1	\$292,756
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	2	\$7,530,000
IT Consulting and Development	0	\$0
Other Non-Personal Services	60	\$61,868,475
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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4500260759	WILLIAMS SCOTSMAN INC PO BOX 50 PHOENIX, NY 13135 US	RENTAL OF MOBILE OFFICE	E	B	5	N	N	1		25,438	21,187	3,588	4,251	7/1/2015	O	5/30/2020	
4500261111	BERNIER CARR & ASSOCIATES ENGINEERS ARCHITECTS AND LAND SURVEYORS PC 327 MULLIN ST WATERTOWN, NY 13601-3686 US	ARCHITECT AND ENGINEERING SERVICES	A	B		N	N	8		524,651	406,790	45,594	117,861	7/14/2015	O	6/30/2020	
4500274855	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	STATION SERVICE UPGRADE	E	B		N	N	5		6,713,598	5,882,951	752,780	830,647	7/19/2016	O	7/18/2020	
4500292989	RIVERS SEPTIC TANK SERVICE 3161 CR21 CANTON, NY 13617 US	SANITATION SERVICES	S	B	5	N	N	2		24,700	16,781	353	7,919	1/13/2018	C		1/12/2019
4500294165	FRONTENAC CRYSTAL SPRINGS WATER INC PO BOX 328 CLAYTON, NY 13624-0372 US	WATER COOLER RENTAL SERVICES	E	B	5	N	N	2		24,500	20,857	12,348	3,643	2/2/2018	C		8/16/2019
4500296123	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	SAFETY EYEWEAR	E	B	5	F	N	4		10,500	9,313	3,843	1,187	4/3/2018	C		4/6/2019
4500296158	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY FOOTWEAR	E	B	5	N	N	4		20,000	16,062	1,447	3,938	4/4/2018	C		6/3/2019
4500296160	W W GRAINGER INC 6285 E MOLLOY RD EAST SYRACUSE, NY 13057 US	SAFETY FOOTWEAR	E	B	5	N	N	4		7,500	5,566	212	1,934	4/4/2018	C		6/3/2019
4500296161	SAF-GARD SAFETY SHOE CO 1285 MANHEIM PIKE LANCASTER, PA 17601 US	SAFETY FOOTWEAR	E	B	5	N	N	4		8,000	6,990	0	1,010	4/4/2018	C		6/3/2019
4500296645	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	EXTINGUISHER, FIRE SERVICE	S	B	5	N	02	2		18,827	16,704	16,704	2,123	4/17/2018	C		4/16/2019
4500296927	BC CLEANING DBA FOR BOGASIAN CARPET CO INC 70 WILLOW ST MASSENA, NY 13662-1576 US	CARPET, MAT, RENTAL	E	B	5	N	01	3		20,000	18,777	12,525	1,223	4/26/2018	C		5/4/2019
4500297318	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	RTS RENEWAL	S	2	5	F	N	1		25,001	25,001	0	0	6/1/2018	C		5/31/2019
4500298480	RED WING BUSINESS ADVANTAGE ACCOUNT DBA FOR MULTI SERVICE TECH SOLUTION 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SAFETY FOOTWEAR	E	B	7	N	N	4		20,000	17,668	0	2,332	6/14/2018	C		6/3/2019
4500299577	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERY REPLACEMENT	S	2	5	N	01	1		15,409	15,409	15,409	0	7/23/2018	C		1/16/2019
4500299882	VICTOR INSULATORS INC 280 MAPLE AVE VICTOR, NY 14564-1385 US	INSULATOR, 765KV	E	B	5	F	N	4		20,700	20,700	20,700	0	7/31/2018	C		8/28/2019

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4500300271	ARTYS DESIGNS DBA FOR JOHN C AND ARTYS H MCNAMARA 2102 BEDFORD ST ROME, NY 13440-2207 US	WINDOW COVERINGS (SEVERAL)	E	M	5	N	N	1	*	10,431	10,432	5,216	0	8/13/2018	C		3/1/2019
4500300956	BRISTOL HARBOR GROUP INC 99 POPPASQUASH RD UNIT H BRISTOL, RI 02809-1018 US	ENGINEERING SERVICES TO DESIGN OF BUOY FOR TAILRACE WATERS	A	B	5	N	N	1		45,000	45,000	36,000	0	8/31/2018	C		4/16/2019
4500301596	DELTA X RESEARCH INC PO BOX 42083 OAK BAY AVENUE VICTORIA, BC V8R 6T4 CA	TRANSFORMER WATCH SUBSCRIPTION TOA4	S	2	5	F	N	1		13,422	12,568	3,046	854	9/20/2018	C		8/12/2019
4500301674	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 10 PALUSO DR CHARLEROI, PA 15022-1076 US	BREAKER, CIRCUIT, SPARES	E	B		F	N	2		122,943	0	0	122,943	9/24/2018	O	4/10/2020	
4500301748	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	ACCESS CONTROL SYSTEM MAINTENANCE AGREEMENT	S	B	7	N	N	1		99,969	99,969	47,700	0	10/1/2018	C		9/30/2019
4500301755	ORKIN PEST CONTROL DBA FOR ROLLINS INC 537 QUEENSBURY AVE QUEENSBURY, NY 12804-7613 US	PEST CONTROL SERVICES	S	B	5	N	N	1		12,300	8,852	2,969	3,448	10/15/2018	C		10/14/2019
4500302083	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057-9513 US	SAMPLING, SPDES	S	B	5	N	01	1		20,000	19,343	18,040	657	10/15/2018	C		10/14/2019
4500302241	TMT CONTRACTORS INC 1484 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	SNOW REMOVAL, COOPER HILL	S	B	5	N	01	1		24,000	23,010	20,280	990	11/1/2018	C		5/31/2019
4500302341	LEBERGE & CURTIS INC 6334 US HIGHWAY 11 CANTON, NY 13617-3968 US	VEHICLE RENTAL	E	B	5	N	N	1		5,010	4,841	2,336	169	10/16/2018	C		2/1/2019
4500302465	BUB'S ENTERPRISES LLC DALE EARL 3893 STATE ROUTE 11 MALONE, NY 12953-3725 US	SNOW REMOVAL, DULEY SUB	S	B	5	N	01	2		14,500	14,400	14,400	100	10/18/2018	C		5/31/2019
4500302713	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	SALT, ROAD	E	B	7	N	N	1		118,345	117,582	45,197	763	10/26/2018	C		2/28/2019
4500303383	PRECISION ESCALATOR PRODUCTS INC 147 N MICHIGAN AVE KENILWORTH, NJ 07033-1275 US	ESCALATOR, GEAR	E	B	5	F	N	1		33,000	33,000	33,000	0	11/15/2018	C		2/19/2019
4500303646	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CLEANING SERVICES	S	B	5	N	N	1		10,315	8,998	8,998	1,317	12/1/2018	C		11/30/2019
4500303960	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	PLP SPLICE - TRANSMISSION HARDWARE	E	B	5	N	N	4		17,403	17,403	17,403	0	12/6/2018	C		1/25/2019

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4500303967	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	IT HARDWARE	H	B	7	F	04	2		57,857	57,857	11,290	0	12/6/2018	C		4/3/2019
4500304345	INDUSTRIAL HANDLING SERVICES INC PO BOX 2922 GLENVILLE, NY 12325-0922 US	BRAKE, THRUSTER	E	B	5	F	01	3		32,625	32,625	32,625	0	12/18/2018	C		3/11/2019
4500304496	BRONSTEIN CONTAINER CO INC 1313 RAMS GULCH RD JAMESVILLE, NY 13078 US	55 GALLON DRUMS	E	B	5	N	N	3		10,058	10,058	10,058	0	12/21/2018	C		1/16/2019
4500304526	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	HI-VIZ PERSONAL PROTECTIVE GROUNDING CABLE	E	B	5	N	N	3		10,200	10,200	10,200	0	12/26/2018	C		2/5/2019
4500304584	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, GA 30228-2950 US	HOLDER, FUSE	E	B	5	F	N	1	*	6,510	6,654	6,654	0	12/28/2018	C		3/20/2019
4500304681	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	POWER LINE CARRIER	E	B		F	N	2	*	83,688	83,809	83,809	0	1/3/2019	C		2/13/2019
4500304829	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		5,666	5,651	5,651	15	1/7/2019	C		1/7/2019
4500305100	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	N	04	1		6,768	6,768	6,768	0	1/14/2019	C		1/14/2019
4500305111	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR SERVICES	S	B	7	N	N	1		5,603	5,603	5,603	0	1/14/2019	C		2/15/2019
4500305321	POREX CLEANROOM PRODUCTS INC FG CLEAN WIPES 2255 WESTOVER RD CHICOPEE, MA 01022-1060 US	WIPING CLOTHS	E	B	5	F	N	3		13,170	13,170	13,170	0	1/22/2019	C		2/4/2019
4500305501	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		5,606	5,598	5,598	8	1/29/2019	C		1/29/2019
4500305505	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1		21,755	21,710	21,710	45	1/25/2019	C		1/25/2019
4500305599	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		9,940	9,940	9,940	0	1/29/2019	C		1/29/2019
4500305613	BUFFALO TRANSFORMER SERVICES LLC DBA FOR CHAD W CURTIS 6304 PINE CONE CT CLARENCE CENTER, NY 14032-9778 US	ELECTRICAL TESTING	S	2	5	N	N	1		59,910	59,910	59,910	0	1/29/2019	C		4/11/2019

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4500305693	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	DFR UPGRADE	E	B	6	N	N	3	*	9,523	9,603	9,603	0	1/30/2019	C		2/25/2019
4500305832	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	PORTABLE GENERATOR RENTAL	E	B		N	N	5		80,200	47,600	47,600	32,600	2/4/2019	O	7/3/2020	
4500305994	VAISALA INC 194 S TAYLOR AVE LOUISVILLE, CO 80027-3024 US	SOFTWARE - LIGHTNING DETECTION	E	2	5	F	N	1		22,090	22,090	22,090	0	2/7/2019	C		12/31/2019
4500306018	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	N	04	1		9,999	9,999	9,999	0	2/7/2019	C		2/7/2019
4500306278	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	RIGID CONDUIT	E	B	5	N	N	3		7,628	7,627	7,627	1	2/15/2019	C		2/22/2019
4500306322	SUNY AT POTSDAM 44 PIERREPONT AVE POTSDAM, NY 13676-2294 US	BOOKS	E	B	5	N	N	1		10,880	10,880	10,880	0	2/19/2019	C		3/1/2019
4500306385	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	ELECTRICAL GROUNDING MATERIALS	E	B	5	F	N	3		5,377	5,377	5,377	0	2/20/2019	C		3/18/2019
4500306406	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	LIMITER, FALL PROTECTION	E	B	5	F	N	2		5,522	5,522	5,522	0	2/21/2019	C		4/17/2019
4500306479	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	25,215	25,268	25,268	0	2/25/2019	C		2/25/2019
4500306514	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	HEADGATE SYSTEM UPGRADE PROJECT	E	2	8	F	N	1		160,000	0	0	160,000	2/26/2019	O	2/25/2020	
4500306797	CUMMINS NORTHEAST LLC 6193 EASTERN AVE SYRACUSE, NY 13211 US	EMERGENCY REPAIR	S	1	1	N	N	1		10,250	9,992	9,992	258	3/6/2019	C		3/15/2019
4500306907	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	SAFETY SWITCH BID	E	B	6	N	N	4		6,439	6,439	6,439	0	3/8/2019	C		3/8/2019
4500306948	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	N	04	1		7,755	7,755	7,755	0	3/8/2019	C		3/8/2019
4500306964	CONVERGEONE INC 10900 NESBITT AVE S BLOOMINGTON, MN 55437-3124 US	ARCONIC METER PROJECT	H	B	6	N	N	3		12,263	12,263	12,263	0	3/8/2019	C		3/8/2019
4500307109	ABB INC 13695 RIDER TRAIL N EARTH CITY, MO 63045-1512 US	TRANSFORMER INSPECTION	S	2	5	F	N	1		25,250	15,180	15,180	10,070	3/14/2019	C		4/19/2019

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4500307260	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	LINE HARDWARE	E	B	5	N	N	4		21,818	21,818	21,818	0	3/19/2019	C		9/27/2019
4500307262	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	5,739	5,761	5,761	0	3/19/2019	C		3/25/2019
4500307269	ABB INC 23000 HARVARD RD CLEVELAND, OH 44122-7234 US	ABB CARD	E	B	5	F	N	3		9,043	9,043	9,043	0	3/19/2019	C		5/31/2019
4500307750	RED WING BUSINESS ADVANTAGE ACCOUNT DBA FOR MULTI SERVICE TECH SOLUTION 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SAFETY FOOTWEAR	E	B	7	F	N	3		20,000	15,239	15,239	4,761	6/3/2019	O	6/2/2020	
4500307753	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	EYEWASH STATIONS	E	B	6	N	04	3		17,317	17,317	17,317	0	3/29/2019	C		3/29/2019
4500307755	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	AUDIOBOOTH	E	B	6	N	04	1		8,071	8,071	8,071	0	4/1/2019	C		4/1/2019
4500307795	GE ENERGY MANAGEMENT SERVICES LLC DBA FOR GRID SOLUTIONS (US) LLC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402 US	KELMAN UNIT WORK	A	1	6	N	N	1		28,754	15,941	15,941	12,813	7/26/2019	C		10/9/2019
4500307810	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115 KV BUSHING	E	B	5	F	N	3		5,844	5,844	5,844	0	4/3/2019	C		5/9/2019
4500307874	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	ROTOR GUSSETS	E	B	5	N	N	2		12,900	12,900	12,900	0	4/4/2019	C		5/31/2019
4500307879	CIRCUIT BREAKER SALES NE INC 79 MAIN ST SEYMOUR, CT 06483-3122 US	REMOTE SWITCHING SYSTEM	E	B	5	F	N	2	*	7,600	7,699	7,699	0	4/4/2019	C		4/25/2019
4500307960	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	N	04	1		5,127	5,127	5,127	0	4/8/2019	C		4/8/2019
4500307979	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY FOOTWEAR	E	B	5	F	N	3		15,000	13,280	13,280	1,720	6/3/2019	O	6/2/2020	
4500307990	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		14,467	14,463	14,463	4	4/8/2019	C		4/22/2019
4500308026	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	1		18,000	10,936	10,936	7,064	4/9/2019	O	4/8/2020	
4500308180	W W GRAINGER INC 6285 E MOLLOY RD EAST SYRACUSE, NY 13057 US	SAFETY FOOTWEAR	E	B	5	F	N	3		7,000	5,688	5,688	1,312	6/3/2019	O	6/2/2020	

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4500308204	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	BUOYS	E	B		N	N	2		59,821	59,821	59,821	0	4/15/2019	C		11/12/2019
4500308208	SAF-GARD SAFETY SHOE CO 1285 MANHEIM PIKE LANCASTER, PA 17601 US	SAFETY FOOTWEAR	E	B	5	F	N	4		6,000	3,905	3,905	2,095	4/15/2019	O	6/2/2020	
4500308253	TONY ROTELLA'S BODY SHOP INC DBA TONY ROTELLA'S ACC & TIRE CTR 450 HORAN RD SYRACUSE, NY 13209-9639 US	TOOL BOXES	E	B	5	N	N	2		5,649	5,649	5,649	0	4/15/2019	C		4/15/2019
4500308309	CORE & MAIN LP 2208 STATE ROUTE 5 UTICA, NY 13502-7511 US	CULVERT MATERIAL	E	B	5	N	N	4		8,384	8,384	8,384	0	4/16/2019	C		4/29/2019
4500308464	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	FIRE EXTINGUISHERS	E	B	5	N	02	1		21,158	6,679	6,679	14,479	5/20/2019	O	5/19/2020	
4500308472	BC CLEANING DBA FOR BOGASIAN CARPET CO INC 70 WILLOW ST MASSENA, NY 13662-1576 US	SAFETY RUGS	E	B	5	N	01	1		16,000	7,574	7,574	8,426	4/22/2019	O	5/4/2020	
4500308532	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	CAMERA SYSTEM	H	B	5	N	02	3		18,879	18,879	18,879	0	4/23/2019	C		4/23/2019
4500308556	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	12,127	12,152	12,152	0	4/24/2019	C		4/26/2019
4500308686	HOFFMAN BOOTS INC 100 EAST RIVERSIDE AVE KELLOGG, ID 83837-2362 US	SAFETY FOOTWEAR	E	B	5	F	N	5		15,000	10,408	10,408	4,592	4/29/2019	O	6/2/2020	
4500308707	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED'S CARDIAC SCIENCE G5	E	B	7	N	03	1		22,344	22,344	22,344	0	4/29/2019	C		7/19/2019
4500308757	TRANSCAT INC 35 VANTAGE POINT DR ROCHESTER, NY 14624 US	MEGGER TESTER	E	B	5	N	N	4		12,291	12,291	12,291	0	4/30/2019	C		5/20/2019
4500308804	LEBERGE & CURTIS INC 6334 US HIGHWAY 11 CANTON, NY 13617-3968 US	EQUIPMENT RENTAL	E	B	5	N	N	3		26,600	26,600	26,600	0	5/1/2019	C		11/4/2019
4500308869	KELLY SALES CORP 3503 CTY ROUTE 14 MADRID, NY 13660-3105 US	DOOR PURCHASE AND INSTALLATION	S	B	5	N	01	1		6,938	6,938	6,938	0	5/3/2019	C		8/22/2019
4500308912	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		5,570	5,570	5,570	0	5/6/2019	C		5/6/2019
4500308936	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	ABB ORFICE, SEAL AND BLAST VALVE SEAT	E	B	5	F	N	4		48,440	48,440	48,440	0	5/6/2019	C		8/13/2019
4500308986	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	STONE	E	B	7	N	N	1		36,064	33,798	33,798	2,266	5/7/2019	C		9/27/2019

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4500309050	AIRGAS USA LLC DBA FOR AIRGAS INC 96 CR8 BRUSHTON, NY 12916 US	GLOVE BAGS, ASBESTOS REMOVAL	E	B	5	N	N	3	9,154	9,154	9,154	0	5/9/2019	C		9/4/2019
4500309063	WOOD WELL DRILLING DBA FOR DARREN P WOOD 2328 STATE ROUTE 11B BANGOR, NY 12966-1832 US	WELL DRILLING	S	B	5	N	N	1	17,850	14,795	14,795	3,055	5/9/2019	C		9/12/2019
4500309083	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	CENTRIFUGAL PUMP	E	B	5	N	03	3	5,585	5,585	5,585	0	5/9/2019	C		6/7/2019
4500309124	UPSTONE MATERIALS INC 111 QUARRY RD PLATTSBURGH, NY 12901 US	CONCRETE	E	B	7	N	N	1	32,417	25,690	25,690	6,727	5/10/2019	C		9/27/2019
4500309140	SUBSURFACE UTILITY IMAGING LLC 6431 US HIGHWAY 11 - PO BOX 463 CANTON, NY 13617-3979 US	SUBSURFACE IMAGING	S	B	5	N	N	1	9,500	9,500	9,500	0	5/13/2019	C		5/24/2019
4500309154	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026 US	EMERGENCY LIGHTS	E	B	5	N	N	4	5,440	5,440	5,440	0	5/13/2019	C		5/13/2019
4500309165	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	CONTACT FINGERS	E	B	5	F	N	1	13,904	13,904	13,904	0	5/13/2019	C		5/13/2019
4500309206	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1 *	11,671	11,701	11,701	0	5/31/2019	C		6/4/2019
4500309292	SEDIWER USA 1 SEDIWER WAY WEST MEMPHIS, AR 72301-2977 US	INSULATORS, TYPE J, BALL AND SOCKET	E	B	6	N	N	2	33,672	33,672	33,672	0	5/16/2019	C		5/16/2019
4500309301	JOE JOHNSON EQUIPMENT LLC 62 LAGRANGE AVE ROCHESTER, NY 14613-1569 US	RENTAL VACTOR PARADIXM HXXX	E	B	5	N	N	2	28,000	27,750	27,750	250	5/21/2019	C		8/20/2019
4500309317	REINHAUSEN MANUFACTURING INC 2549 N 9TH AVE HUMBOLDT, TN 38343-1747 US	AUTO-TRANSFORMER MAINTENANCE	A	1	5	N	N	1	25,999	0	0	25,999	5/16/2019	O	5/9/2020	
4500309342	MANTA TEST SYSTEMS LTD 4060 B SLADEVIEW CRESCENT - UNIT 1 MISSISSAUGA, ON L5L 5Y5 CA	MANTA POWERMETER	E	B	5	F	N	1 *	6,910	7,010	7,010	0	5/17/2019	C		7/9/2019
4500309515	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1 *	5,143	5,149	5,149	0	5/23/2019	C		5/23/2019
4500309543	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HPE SERVERS	E	B		N	03	2	179,477	179,477	179,477	0	5/23/2019	C		9/23/2019
4500309555	KELLYS CONCRETE PUMPING LLC 2908 EAST ROAD BOONVILLE, NY 13309 US	CONCRETE PUMP TRAILER	S	B	5	N	N	2	24,000	12,000	12,000	12,000	5/24/2019	C		9/28/2019

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4500310037	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		7,872	7,872	7,872	0	6/10/2019	C		6/10/2019
4500310208	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	LIGHTING CABLE	E	B	5	N	N	3		14,405	14,405	14,405	0	6/14/2019	C		6/14/2019
4500310334	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DOOR PARTS	E	B	5	N	01	2		7,641	7,641	7,641	0	6/18/2019	C		6/18/2019
4500310343	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	6,682	6,705	6,705	0	6/18/2019	C		6/28/2019
4500310349	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	5,231	5,237	5,237	0	6/19/2019	C		6/28/2019
4500310420	BRONSTEIN CONTAINER CO INC 1313 RAMS GULCH RD JAMESVILLE, NY 13078 US	55 GALLON DRUMS	E	B	5	N	N	3		8,888	8,888	8,888	0	6/20/2019	C		7/10/2019
4500310563	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	CONTROL ROOM DISPLAYS	H	B	5	N	04	2		12,600	12,600	12,600	0	6/25/2019	C		6/25/2019
4500310601	EPAUL DYNAMICS DBA FOR GUS PAUL SWIMMING POOLS INC 16 SINTSINK DRIVE EAST PORT WASHINGTON, NY 11050-2014 US	TRACTION MATS	E	B	6	N	03	3		9,520	9,520	9,520	0	6/25/2019	C		6/25/2019
4500310705	CLARK EQUIPMENT CO DBA BOBCAT CO/ DOOSAN PP/ DOOSAN NA 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	DOOSAN P185WJD-T41 AIR COMPRESSOR	E	B	7	N	N	1		23,584	23,584	23,584	0	6/27/2019	C		10/9/2019
4500310739	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	JOHNSON CONTROL SECURITY SOFTWARE AND HARDWARE UPGRADES	H	B	7	N	N	1		86,892	62,758	62,758	24,134	6/28/2019	C		11/1/2019
4500310771	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	GSU DIAGNOSTICS	S	1	1	F	N	1		206,640	189,269	189,269	17,371	6/28/2019	C		7/26/2019
4500310778	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	FIRST AID SUPPLIES	E	B	6	F	N	4		5,643	4,559	4,559	1,084	7/1/2019	C		12/4/2019
4500310779	SERVICE LINE INC 2320 ZINGA DR REEDSBURG, WI 53959-9452 US	RENEGADE TMB 8150 PARTS WASHER	E	B	5	F	N	1		16,333	16,333	16,333	0	7/1/2019	C		8/2/2019
4500310782	COACHS CORNER PO BOX 95 MASSENA, NY 13662-0095 US	CATERING	E	B	5	N	N	2		6,594	6,594	6,594	0	7/1/2019	C		8/2/2019
4500310811	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	ROAD CROSSING BORES	S	B	5	N	N	1		7,000	6,593	6,593	407	7/1/2019	C		8/30/2019

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4500310860	ARBORCHEM PRODUCTS INC 943 NIXON DR MECHANICSBURG, PA 17055 US	HERBICIDE	E	B	5	F	N	3		10,125	10,125	10,125	0	7/2/2019	C		7/15/2019
4500310863	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR/ESCALATOR SAFETY TEST	S	B	7	N	N	1		13,790	13,790	13,790	0	7/2/2019	C		10/11/2019
4500310944	MCQUADE & BANNIGAN INC 22696 MURROCK CIR WATERTOWN, NY 13601-5060 US	SNOWBLOWERS	E	B	5	N	N	3		5,300	5,300	5,300	0	7/8/2019	C		7/8/2019
4500310966	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		7,304	7,304	7,304	0	7/8/2019	C		7/8/2019
4500311093	NORTH AMERICAN SURVEY SUPPLY CORP 2045 BENNETT RD PHILADELPHIA, PA 19116 US	SIGHT LEVEL	E	B	5	F	N	3		10,765	10,765	10,765	0	7/11/2019	C		10/2/2019
4500311115	AMERICAN VALVE INC 4321 PIEDMONT PKWY GREENSBORO, NC 27410-8114 US	BALL VALVE	E	B	5	F	N	3		7,708	0	0	7,708	7/11/2019	C		12/2/2019
4500311187	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	LICENSE - IEDSCOUT	I	1	5	F	N	1		25,500	25,500	25,500	0	7/12/2019	C		7/17/2019
4500311214	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	OIL, TURBINE	E	B	5	N	N	3		19,779	19,779	19,779	0	7/15/2019	C		7/22/2019
4500311217	HIPOTRONICS INC 1650 ROUTE 22 - PO BOX 414 BREWSTER, NY 10509-4013 US	HIPOT TESTERS	E	B	6	N	N	3	*	23,890	23,894	23,894	0	7/15/2019	C		7/15/2019
4500311262	EPAUL DYNAMICS DBA FOR GUS PAUL SWIMMING POOLS INC 16 SINTSINK DRIVE EAST PORT WASHINGTON, NY 11050-2014 US	HYDRAULIC PRESS BRAKE BENDER	E	B	5	N	03	2		14,190	0	0	14,190	7/16/2019	C		12/18/2019
4500311453	ABB INC 13695 RIDER TRAIL N EARTH CITY, MO 63045-1512 US	TRANSFORMER OIL DRAINING AND INTERNAL INSPECTION	S	2	5	F	N	1		49,250	49,250	49,250	0	7/23/2019	C		8/23/2019
4500311467	MOTIVE POWER INC FULMER COMPANY 3004 VENTURE COURT EXPORT, PA 15632 US	BRUSH HOLDER	E	B	5	N	N	3		7,145	7,145	7,145	0	7/23/2019	C		9/12/2019
4500311587	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	DELL LAPTOP	H	B	5	N	04	2		19,817	19,817	19,817	0	7/25/2019	C		8/30/2019
4500311654	PROFESSIONAL TRADESMEN INC 5910 FIRESTONE DR SYRACUSE, NY 13206-1103 US	DEADBREAK GROUNDING DEVICES	E	B	6	N	03	2		29,310	29,310	29,310	0	7/29/2019	C		7/29/2019
4500311678	UNIMAR INC 3195 VICKERY RD N SYRACUSE, NY 13212-4574 US	OBSTRUCTION LIGHTING CONTROLLER	E	B	5	N	N	4	*	6,820	6,900	6,900	0	7/29/2019	C		8/7/2019

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4500311826	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	8,424	8,446	8,446	0	7/22/2019	C		7/22/2019
4500311915	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	ELECTRICAL COMPONENTS	E	B	5	N	N	3		5,500	5,445	5,445	55	8/5/2019	C		9/20/2019
4500311939	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	10,666	10,702	10,702	0	8/6/2019	C		8/6/2019
4500311976	LCI INDUSTRIAL INC A-1 COUNTRY CLUB RD EAST ROCHESTER, NY 14445-2257 US	TROLLEY REPLACEMENT PARTS	E	B	6	N	N	2		12,454	12,454	12,454	0	8/6/2019	C		10/24/2019
4500312025	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		5,719	5,719	5,719	0	8/7/2019	C		8/7/2019
4500312200	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	BLAST VALVE PISTON	E	B	5	F	N	3		6,570	6,570	6,570	0	8/13/2019	C		11/1/2019
4500312218	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	GASKET KIT	E	B	6	F	N	1		7,718	7,718	7,718	0	8/14/2019	C		8/14/2019
4500312274	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	8,314	8,328	8,328	0	8/15/2019	C		8/28/2019
4500312280	VICTOR INSULATORS INC 280 MAPLE AVE VICTOR, NY 14564-1385 US	INSULATOR, 765KV INVERTED	E	B	6	F	N	3		14,766	0	0	14,766	8/15/2019	O	1/30/2020	
4500312296	FRONTENAC CRYSTAL SPRINGS WATER INC PO BOX 328 CLAYTON, NY 13624-0372 US	WATER, BOTTLED	E	B	6	N	N	1		46,650	13,230	13,230	33,420	8/16/2019	O	8/15/2020	
4500312483	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	SERVERS, HARDDRIVES, AND SWITHCES FOR TCA PROJECT	H	B	6	N	N	2		18,024	18,024	18,024	0	8/22/2019	C		8/22/2019
4500312584	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	BREAKER OVERHAUL	S	1	8	F	N	1		70,503	70,503	70,503	0	8/26/2019	C		10/4/2019
4500312922	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	LIGHTING EQUIPMENT	E	B	6	N	N	2		15,342	15,342	15,342	0	9/4/2019	C		9/4/2019
4500313126	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL TEREX TM105 TRACKED BUCKET AERIAL DEVICE	E	C	6	F	N	2		71,222	64,898	64,898	6,324	9/9/2019	C		12/3/2019
4500313171	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	AUG VENDING	E	B	7	F	04	1		7,666	7,666	7,666	0	9/10/2019	C		9/10/2019
4500313279	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSFORMERS	E	B	5	N	N	2		8,625	8,625	8,625	0	9/13/2019	C		10/21/2019

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4500313315	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	LAPTOPS, HP, G5	H	B	7	N	04	3		90,336	90,336	90,336	0	9/13/2019	C		9/13/2019
4500313335	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	AGC STUDY	A	2	8	N	N	1		13,200	0	0	13,200	8/20/2019	O	4/30/2020	
4500313399	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		9,805	9,748	9,748	57	9/17/2019	C		9/17/2019
4500313491	B & H PHOTO VIDEO DBA FOR B&H FOTO & ELECTRONICS CORP 420 9TH AVE NEW YORK, NY 10001-1644 US	IRA MACBOOKS	H	B	6	N	N	3		17,589	17,589	17,589	0	9/19/2019	C		9/19/2019
4500313539	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	RTS MAINTENANCE AND SERVICE	S	1	6	F	N	1		17,639	17,639	17,639	0	9/20/2019	C		9/20/2019
4500313584	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	6,827	6,839	6,839	0	9/23/2019	C		9/23/2019
4500313647	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	SALT	E	B	7	N	N	1		101,585	55,199	55,199	46,386	9/24/2019	O	1/17/2020	
4500313749	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	JCI SERVICE RENEWAL	S	B	7	N	N	1		53,748	53,748	53,748	0	10/27/2019	O	9/30/2020	
4500313752	MCQUADE & BANNIGAN INC 22696 MURROCK CIR WATERTOWN, NY 13601-5060 US	MILWAUKEE TOOLS	E	B	6	N	N	3		7,235	7,235	7,235	0	9/26/2019	C		9/26/2019
4500313869	ADVANCED CONTROL SYSTEMS INC 2755 NORTHWOODS PKWY PEACHTREE CORNERS, GA 30071- 1533 US	MODULE, TERMINAL	E	B	5	F	N	2	*	19,553	19,657	19,657	0	9/30/2019	C		11/25/2019
4500313883	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	BRAKER OVERHAUL	S	1	8	F	N	1		51,469	44,649	44,649	6,820	9/30/2019	C		11/1/2019
4500313903	ORKIN PEST CONTROL DBA FOR ROLLINS INC 537 QUEENSBURY AVE QUEENSBURY, NY 12804-7613 US	PEST CONTROL SERVICES	S	B	5	N	N	1		12,300	710	710	11,590	10/15/2019	O	10/14/2020	
4500314055	DELTA X RESEARCH INC PO BOX 42083 OAK BAY AVENUE VICTORIA, BC V8R 6T4 CA	TOA4 SUBSCRIPTION	S	1	5	F	N	1		23,471	23,471	23,471	0	8/13/2019	O	8/12/2020	
4500314091	HAUN WELDING SUPPLY INC 5921 COURT STREET RD SYRACUSE, NY 13206-1707 US	MILLER TRAILBLAZER 302 AIR PAK WELDER	E	B	5	N	N	4	*	13,152	13,176	13,176	0	10/4/2019	C		10/21/2019

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4500314122	BUB'S ENTERPRISES LLC DALE EARL 3893 STATE ROUTE 11 MALONE, NY 12953-3725 US	SNOW REMOVAL SERVICES	S	B	5	N	01	1		14,500	0	0	14,500	10/7/2019	O	5/31/2020	
4500314124	TMT CONTRACTORS INC 1484 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	SNOW REMOVAL SERVICES	S	B	5	N	01	1		20,000	1,600	1,600	18,400	10/7/2019	O	5/31/2020	
4500314262	INDUSTRIAL HANDLING SERVICES INC PO BOX 2922 GLENVILLE, NY 12325-0922 US	BRAKES,THRUSTER	E	B	5	N	01	2		33,488	0	0	33,488	10/9/2019	O	1/15/2020	
4500314398	COMSOURCE INC 8104 CAZENOVIA WAY MANLIUS, NY 13104 US	APC SMART UPS	E	B	7	N	N	1		27,721	0	0	27,721	10/14/2019	C		12/31/2019
4500314409	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057-9513 US	ENVIRONMENTAL FIELD SAMPLING/TESTS	S	B	5	N	01	1		40,000	300	300	39,700	10/15/2019	O	10/14/2020	
4500314424	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	7,349	10,782	10,782	0	10/15/2019	C		10/23/2019
4500314444	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	15KV CABLE	E	B	5	N	N	3		8,790	8,777	8,777	13	10/15/2019	C		10/24/2019
4500314466	COACHS CORNER PO BOX 95 MASSENA, NY 13662-0095 US	CATERING FOR 3 DAY EJ EVENT	E	B	5	N	N	1		5,339	5,339	5,339	0	9/20/2019	C		11/15/2019
4500314468	HYDE STONE INC 22962 COUNTY ROUTE 51 WATERTOWN, NY 13601-5005 US	DUCTING, EXHAUST	E	B	5	N	N	1		7,780	7,780	7,780	0	10/16/2019	C		12/12/2019
4500314482	EVANS CONSOLES INC 1577 SPRING HILL RD STE 450 VIENNA, VA 22182 US	OFFICE FURNITURE	E	B	5	F	N	3		7,967	0	0	7,967	10/16/2019	C		11/5/2019
4500314644	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	6,976	7,000	7,000	0	10/21/2019	C		10/21/2019
4500314703	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	THERMAL IMAGING CAMERA	E	B	6	N	N	2		37,735	37,735	37,735	0	10/22/2019	C		10/22/2019
4500314705	BENTLEY NEVADA LLC DBA FOR BAKER HUGHES A GE COMPANY L 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	MONITORING MODULE	E	B	6	N	N	3	*	6,841	6,915	6,915	0	10/22/2019	C		12/6/2019
4500314714	POREX CLEANROOM PRODUCTS INC FG CLEAN WIPES 2255 WESTOVER RD CHICOPEE, MA 01022-1060 US	WIPING CLOTHS	E	B	6	N	N	3		12,472	0	0	12,472	10/22/2019	C		11/13/2019

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4500314761	ALSTOM RENEWABLE US LLC 8000 E MAPLEWOOD AVE STE 105 GREENWOOD VILLAGE, CO 80111- 4727 US	ROTOR POLE LEADS	E	B	6	F	N	1		14,880	0	0	14,880	10/24/2019	C		10/24/2019
4500314900	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	DIFFERENTIAL RELAY	E	B	6	N	N	2		15,834	15,834	15,834	0	10/28/2019	C		10/28/2019
4500315022	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	MANAGEMENT SERVICES	S	B	5	N	N	1		10,451	0	0	10,451	12/1/2019	O	11/30/2020	
4500315082	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	METERING EQUIPMENT	E	B		F	N	2		68,540	0	0	68,540	11/4/2019	C		12/11/2019
4500315248	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	MODULES	E	B	5	N	N	3	*	8,285	8,317	8,317	0	11/7/2019	C		12/3/2019
4500315406	KAMAN FLUID POWER LJ KFP BLOCKER INC RUBY FLUID POWER 1 VISION WAY BLOOMFIELD, CT 06002-5321 US	CONTROL VALVES	E	B	5	F	N	3		30,668	0	0	30,668	11/13/2019	O	2/4/2020	
4500315423	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	N	04	1		7,829	7,829	7,829	0	11/13/2019	C		11/13/2019
4500315466	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	SPARE PARTS FOR THE INDUCTION HEATING MACHINE	E	B	6	F	N	2	*	9,993	10,047	10,047	0	11/14/2019	C		11/14/2019
4500315675	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	VISTA DSS MAINTENANCE	R	1	5	N	N	1		25,400	0	0	25,400	9/1/2019	O	8/31/2020	
4500315727	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	SERVERS, HARDWARE AND SOFTWARE	H	B	5	F	N	1		23,439	729	729	22,710	11/22/2019	C		12/23/2019
4500315764	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	INSALL OF SKYPOWER GENERATOR ON JLG 600SJC	E	C	5	N	N	1		6,000	0	0	6,000	11/25/2019	O	1/3/2020	
4500315783	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		7,230	5,164	5,164	2,066	11/25/2019	C		11/25/2019
4500315846	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	5,859	5,880	5,880	0	11/20/2019	C		11/20/2019
4500315970	B & H PHOTO VIDEO DBA FOR B&H FOTO & ELECTRONICS CORP 420 9TH AVE NEW YORK, NY 10001-1644 US	TRANSMISSION PRINTER/PLOTTER	H	B	6	N	N	2		5,996	5,996	5,996	0	12/3/2019	C		12/3/2019

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4500316118	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR REPAIRS	S	B	7	N	N	2		106,674	0	0	106,674	12/6/2019	O	1/25/2020	
4500316234	BRENNTAG NORTHEAST INC 81 W HULLER LANE READING, PA 19612 US	OIL, TRANSFORMER	E	B	5	F	N	1		6,685	0	0	6,685	12/10/2019	C		12/13/2019
4500316273	COACHS CORNER PO BOX 95 MASSENA, NY 13662-0095 US	LUNCHEON	E	B	6	N	N	1		6,483	0	0	6,483	12/11/2019	C		12/20/2019
4500316303	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING	E	B	7	F	04	1		8,029	8,029	8,029	0	12/11/2019	C		12/11/2019
4500316556	SERVERSUPPLY.COM INC 750 SHAMES DR WESTBURY, NY 11590-1723 US	HARDWARE, CISCO	E	B	5	N	N	3		24,010	0	0	24,010	12/18/2019	C		12/26/2019
4500316749	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		14,451	8,158	8,158	6,293	12/26/2019	C		12/26/2019
4500316763	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1		6,571	3,151	3,151	3,420	12/27/2019	O	1/3/2020	
4500316764	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR REPAIRS	S	B	7	N	N	1		6,000	0	0	6,000	12/27/2019	O	1/24/2020	
4500316769	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	AXIS COMMUNICATIONS CAMERA MATERIALS	H	B	6	N	02	2		6,188	0	0	6,188	12/27/2019	C		12/27/2019
4500316817	HELBURG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	TRANSFORMERS	E	B	6	N	04	3		16,636	0	0	16,636	12/30/2019	C		12/30/2019
4600002939	MILIEU INC 235 NOTRE-DAME ST LA PRAIRIE, PQ J5R 1M3 CA	OPERATION, MAINTENANCE AND MONITORING OF THE EEL PASSAGE FACILITY	S	B		N	N	2		455,922	441,682	109,250	14,240	4/1/2015	O	3/31/2020	
4600003175	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION HARDWARE	E	B		N	N	1		625,000	493,846	239,230	131,154	5/29/2016	O	5/28/2021	
4600003178	MCFARLAND CASCADE HOLDINGS INC DBA MCFARLAND CASCADE 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	WOOD POLES	E	B		F	N	2		2,500,000	1,057,546	146,626	1,442,454	6/28/2016	O	1/20/2020	
4600003268	AMERICAN VETERAN ENTERPRISE TEAM LLC - JASON L AMBROSINO 855 GREEN CORNERS RD AMSTERDAM, NY 12010-8508 US	LOCKS	E	B	8	F	02	2		250,000	112,466	9,916	137,534	1/13/2017	O	1/12/2022	
4600003333	MABEY INC 218 N RANDOLPHVILLE RD PISCATAWAY, NJ 08854-3127 US	DURA BASE COMPOSITE MATTING	E	B		F	N	2		312,500	121,350	0	191,150	7/28/2017	O	7/27/2020	

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4600003461	CASELLA WASTE SERVICES PO BOX 5195 POTSDAM, NY 13676 US	REFUSE SERVICES	S	B		N	N	1		400,000	190,364	106,313	209,636	4/4/2018	O	4/3/2021	
4600003467	THE INSPECTOR LLC 5390 STATE ROUTE 11 BURKE, NY 12917-2501 US	INSPECTIONS, ELECTRICAL	S	B	5	N	N	1		14,000	0	0	14,000	4/20/2018	C		4/19/2019
4600003470	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SCHWEITZER OUTLINE AGREEMENT	E	B		F	N	2		500,000	41,908	27,405	458,092	5/1/2018	O	4/30/2023	
4600003471	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SCHWEITZER EQUIPMENT	E	B		F	N	2		750,000	400,204	292,199	349,796	5/1/2018	O	4/30/2023	
4600003508	MORRISONVILLE SEPTIC LLC DONALD RABIDEAU JR 123 RABIDEAU ST CADYVILLE, NY 12918-2709 US	SEPTIC SERVICES	S	B	5	N	01	2		30,000	10,140	8,430	19,860	8/21/2018	O	8/20/2021	
4600003542	PACKAGE ONE INDUSTRIES LLC 414 UNION ST SCHENECTADY, NY 12305-1107 US	KEYS, ROTOR, RIM AND POLE	E	B		N	N	2		967,434	302,320	302,320	665,114	10/31/2018	O	6/30/2020	
4600003567	S & S SANITATION & EXCAVATION INC 22 PINE GROVE LN MALONE, NY 12953-2825 US	SEPTIC SERVICES	S	B		N	N	3		95,000	20,359	20,359	74,641	1/13/2019	O	1/12/2022	
4600003635	ADVANCED CONTROL SYSTEMS INC 2755 NORTHWOODS PKWY PEACHTREE CORNERS, GA 30071- 1533 US	ACS HARDWARE	E	B		F	N	1		400,000	134,672	134,672	265,328	4/17/2019	O	4/16/2022	
4600003656	JEFFORDS STEEL & ENGINEERING CO DBA FOR JEFFORDS STEEL&SPECIALITY PO BOX 40 PLATTSBURGH, NY 12901-0040 US	MOD STEEL ASSEMBLIES	E	B		N	01	2		50,000	14,465	14,465	35,535	5/15/2019	O	5/14/2022	
4600003729	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION EMERGENCY RESPONSE PROGRAM MATERIALS	E	B		F	N	3		750,000	0	0	750,000	10/3/2019	O	10/2/2022	
4600003735	AMERICAN VETERAN ENTERPRISE TEAM LLC - JASON L AMBROSINO 855 GREEN CORNERS RD AMSTERDAM, NY 12010-8508 US	GLOVES, ARC FLASH RATED	E	B		N	02	3		750,000	143,738	143,738	606,262	10/2/2019	O	10/1/2024	
4600003737	MARATHON MEDICAL CORPORATION 3251 LEWISTON ST AURORA, CO 80011-1530 US	GLOVES, ARC FLASH RATED	E	B		N	02	2		750,000	35,711	35,711	714,289	10/3/2019	O	10/2/2024	
4600003767	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	RAINWEAR, ARC FLASH RATED	E	B		N	N	4		750,000	0	0	750,000	11/5/2019	O	11/6/2024	

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4600003806	MASTERMANS LLP 11 C STREET AUBURN, MA 01501 US	VESTS, ARC FLASH RATED	E	B		N	N	8		750,000	0	0	750,000	12/4/2019	O	12/3/2024	
STL TOTALS										22,891,111	13,181,924	5,429,154	9,713,831				

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Total Number of Contracts	221	
Total Contract Value		\$22,891,111
Total Expended to Date		\$13,181,924
Total Expended in Report Year		\$5,429,154
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	51	\$19,422,315
Closed Contracts	170	\$3,468,796
<u>Method of Award Summary</u>		
Competitive Bid	199	\$21,934,301
Sole Source	10	\$485,625
Single Source	9	\$383,532
Competitive Search	2	\$77,222
MWBE/SBE	1	\$10,431
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	5	\$637,604
Construction	0	\$0
Equipment / Goods / Commodities	162	\$19,696,626
IT Hardware	12	\$369,880
IT Software	1	\$25,500
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	0	\$0
IT Consulting and Development	1	\$25,400
Other Non-Personal Services	40	\$2,136,101
Telecommunications	0	\$0
Contingent Workforce	0	\$0

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Total Number of Contracts	2924	
Total Contract Value		\$7,121,283,718
Total Expended to Date		\$2,319,979,056
Total Expended in Report Year		\$743,899,980
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	1482	\$6,216,151,962
Closed Contracts	1442	\$905,131,756
<u>Method of Award Summary</u>		
Competitive Bid	2336	\$6,968,349,446
Sole Source	214	\$19,991,787
Single Source	229	\$42,084,020
Competitive Search	110	\$88,762,297
MWBE/SBE	35	\$2,096,168
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	139	\$184,023,454
Construction	227	\$4,521,756,854
Equipment / Goods / Commodities	1169	\$570,545,653
IT Hardware	65	\$40,043,939
IT Software	104	\$11,223,833
Legal Services	34	\$33,256,050
Maintenance and Outage Services	3	\$229,000,000
Personal Services	396	\$524,078,971
IT Consulting and Development	17	\$5,153,766
Other Non-Personal Services	726	\$943,517,993
Telecommunications	2	\$7,156,956
Contingent Workforce	42	\$51,526,249

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FD-1990-33	Northville Industries Corp. NIC 25 Melville Park Road Melville NY 117470398	Oil Storage Agreement	E	1			N	N	\$16,556,528	\$16,556,528	\$609,734	\$0	04/01/94	O	3/31/2024	
FD-1990-34	Northville Industries Corp. NIC 25 Melville Park Road Melville NY 117470398	Oil Storage Agreement	E	1			N	N	\$4,943,906	\$4,943,906	\$149,675	\$0	10/01/93	O	3/31/2024	
FD-2002-11	PSEG EnergyResourcesTrade 80 Park Plaza Floor T-19 Newark NJ 07102	NAESB Agreement for Natural Gas	E	B			F	N	\$11,017,721	\$11,017,721	\$0	\$0	11/01/02	O	*	
FD-2003-09	J. Aron and Company 85 Broad Street New York NY 10004	NAESB Agreement for Natural Gas	E	B			N	N	\$83,241,402	\$83,241,402	\$0	\$0	04/22/03	O	*	
FD-2003-10	BP Energy Company 201 Helios Way Houston TX 77079	NAESB Agreement for Natural Gas	E	B			F	N	\$221,828,649	\$221,828,649	\$0	\$0	10/01/04	O	*	
FD-2003-12	Exelon Generation Company, LLC 1310 Point Street Baltimore MD 21231	NAESB Agreement for Natural Gas	E	B			F	N	\$68,238,048	\$68,238,048	\$12,377,397	\$0	06/09/03	O	*	
FD-2003-13	Merrill Lynch Commodities, Inc. 20 East Greenway Plaza Houston TX 77046	NAESB Agreement for Natural Gas	E	B			F	N	\$2,538,965	\$2,538,965	\$0	\$0	11/01/03	O	*	
FD-2003-14	Colonial Energy Inc. 3975 Fair Ridge Drive Fairfax VA 22033	NAESB Agreement for Natural Gas	E	B			F	N	\$519,684,635	\$519,684,635	\$1,727,342	\$0	07/01/03	O	*	
FD-2003-15	Virginia Power Energy Mktg P.O. Box 25773 Richmond VA 23260	NAESB Agreement for Natural Gas	E	B			F	N	\$629,265,426	\$629,265,426	\$0	\$0	07/11/03	O	*	
FD-2004-08	Shell Energy North America (US), L.P. 1000 Main Street Houston TX 77002	NAESB Agreement for Natural Gas	E	B			F	N	\$84,192,427	\$84,192,427	\$0	\$0	04/01/04	O	*	
FD-2005-12	NJR Energy Services Co 1415 Wyckoff Road Wall NJ 07719	NAESB Agreement for Natural Gas	E	B			F	N	\$482,759,842	\$482,759,842	\$10,310,277	\$0	09/01/05	O	*	
FD-2007-10	Eastern Generation, LLC 18-01 20th Avenue Astoria NY 11105	Oil Delivery Labor Fees	E	1			N	N	\$60,771	\$60,771	\$0	\$0	07/01/06	O	*	
FD-2008-05	Sequent Energy Mgmt LP 1200 Smith Street Houston TX 77002	NAESB Agreement for Natural Gas	E	B			F	N	\$38,772,712	\$38,772,712	\$669,870	\$0	03/01/08	O	*	
FD-2008-06	Macquarie Energy LLC 500 Dallas Street Houston TX 77002	NAESB Agreement for Natural Gas	E	B			F	N	\$47,096,447	\$47,096,447	\$0	\$0	07/01/08	O	*	
FD-2008-09	Con Edison 4 Irving Place New York NY 10003	LDC Agreement	E	1			N	N	\$26,855,155	\$26,855,155	\$30,574	\$0	08/01/08	C		06/30/19
FD-2008-10	United Energy Trading, LLC 215 Union Boulevard Lakewood CO 80228	NAESB Agreement for Natural Gas	E	B			F	N	\$159,002,299	\$159,002,299	\$0	\$0	11/19/08	O	*	

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FD-2009-07	Conoco Phillips Company 600 North Dairy Ashford Houston TX 77079	NAESB Agreement for Natural Gas	E	1		F	N 32	\$45,794,016	\$45,794,016	\$869,438	\$0	05/01/09	O	*	
FD-2009-08	NextEra Energy Power Marketing, LLC 700 Universe Blvd Juno Beach FL 33408	NAESB Agreement for Natural Gas	E	B		F	N 32	\$15,826,677	\$15,826,677	\$11,500	\$0	12/01/09	O	*	
FD-2010-02	ENSTOR Energy Services, LLC 20329 State Highway 249 Houston TX 77070	NAESB Agreement for Natural Gas	E	B		F	N 32	\$37,442,338	\$37,442,338	\$2,536,026	\$0	08/09/10	O	*	
FD-2011-06	EDF Trading North America, LLC 4700 West Sam Houston Houston TX 77041	NAESB Agreement for Natural Gas	E	B		F	N 32	\$201,981,926	\$201,981,926	\$1,372,278	\$0	06/01/11	O	*	
FD-2011-10	Tenaska Gas Storage, LLC 14302 FNB Parkway Omaha NE 68154	NAESB Agreement for Natural Gas	E	B		F	N 32	\$1,251,315	\$1,251,315	\$0	\$0	12/01/11	O	*	
FD-2011-11	Statoil Natural Gas, LLC 120 Long Ridge Road Stamford CT 06902	NAESB Agreement for Natural Gas	E	B		F	N 32	\$18,684,302	\$18,684,302	\$0	\$0	04/18/12	O	*	
FD-2012-02	Repsol Energy North America Corporation 2455 Technology Forest Rd The Woodlands TX 77381	NAESB Agreement for Natural Gas	E	B		F	N 32	\$40,814,917	\$40,814,917	\$1,796,848	\$0	11/13/12	O	*	
FD-2013-06	Chesapeake Energy Marketing, LLC P.O. Box 18496 Oklahoma City OK 73154-0496	NAESB Agreement for Natural Gas	E	B		F	N 32	\$61,792,141	\$61,792,141	\$14,160,638	\$0	05/28/13	O	*	
FD-2014-08	Spark Energy Gas, LLC 12140 Wickchester Lane Houston TX 77079	NAESB Agreement for Natural Gas	E	B		F	N 32	\$345,167,110	\$345,167,110	\$24,519,101	\$0	02/01/14	O	*	
FD-2014-12	EQT Energy, LLC 625 Liberty Ave Pittsburgh PA 15222-3111	NAESB Agreement for Natural Gas	E	B		F	N 32	\$7,710,872	\$7,710,872	\$7,254,989	\$0	05/01/14	O	*	
FD-2014-16	Pacific Summit Energy LLC 2010 Main Street Irvine CA 92614	NAESB Agreement for Natural Gas	E	B		F	N 32	\$63,666,380	\$63,666,380	\$283,457	\$0	08/11/14	O	*	
FD-2015-03	Cabot Oil & Gas Corporation 840 Gessner Road Houston TX 77024-4152	NAESB Agreement for Natural Gas	E	B		F	N 32	\$2,439,304	\$2,439,304	\$0	\$0	03/02/15	O	*	
FD-2015-05	DTE Energy Trading, Inc. 414 South Main Street Ann Arbor MI 48104	NAESB Agreement for Natural Gas	E	B		F	N 32	\$72,022,563	\$72,022,563	\$9,547,940	\$0	08/14/15	O	*	
FD-2015-07	Definite Energy Group 575 Lexington Ave New York NY 10022	NAESB Agreement for Natural Gas	E	B		N	N 32	\$385,895	\$385,895	\$0	\$0	10/01/15	O	*	
FD-2015-10	Direct Energy Business Marketing, LLC 194 Wood Ave South Iselin NJ 08830	NAESB Agreement for Natural Gas	E	B		F	3 32	\$2,387,858	\$2,387,858	\$1,061,150	\$0	12/14/15	O	*	
FD-2016-01	Saybolt LP P.O. Box 844640 Dallas TX 752844640	Oil Inspection Agreement	P	B		N	N	\$35,952	\$35,952	\$16,120	\$0	01/01/17	C		12/31/2019

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FD-2016-02	Astoria Energy II LLC 1710 Steinway Street Astoria NY 11105	AEII Demand Charges	E	1		N	N	\$32,550	\$32,550	\$2,514	\$0	05/01/16	C		04/30/19
FD-2016-07	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Flynn)	E	1		N	N	\$2,338,222	\$2,338,222	\$758,949	\$0	04/01/17	O	*	
FD-2018-07	Astoria Energy II LLC 1710 Steinway Street Astoria NY 11105	AEII Spill Tax Reimbursement	E	1		F	N	\$41,749	\$41,749	\$25,146	\$0	12/10/18	C		04/30/19
FD-2018-12	Transco P.O. BOX 201371 Houston TX 77216	Firm Gas Transportation Agreement	E	1		F	N	\$3,329,141	\$3,329,141	\$737,501	\$0	05/01/18	C		05/31/19
FD-2018-13	Engie Energy Marketing NA, Inc. 1990 Post Oak Blvd Houston TX 77058	NAESB Agreement for Natural Gas	E	B		F	N	\$6,836,011	\$6,836,011	\$3,820,743	\$0	04/12/18	O	*	
FD-2018-16	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement(G/K/P)	E	1		N	N	\$2,357,897	\$2,357,897	\$913,151	\$0	06/01/18	C		5/31/2019
FD-2018-17	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood)	E	1		N	N	\$1,311,819	\$1,311,819	\$537,300	\$0	06/01/18	C		5/31/2019
FD-2018-19	Consolidated Edison Energy 100 Summit Lake Drive Valhalla NY 10595	NAESB Agreement for Natural Gas	E	B		F	N	\$144,975	\$144,975	\$144,975	\$0	2/19/2019	O	*	
FD-2018-20	Freepoint Commodities LLC 58 Commerce Road Stamford CT 06902	NAESB Agreement for Natural Gas	E	B		F	N	\$4,685,670	\$4,685,670	\$3,024,860	\$0	06/28/18	O	*	
FD-2018-21	Penn Oak Services, LLC 1815 Sudbury Rd NW Washington DC 20012	NAESB Agreement for Natural Gas	E	B		F	N	\$2,057,321	\$2,057,321	\$1,340,053	\$0	07/19/18	O	*	
FD-2019-01	Northville Industries Corp. NIC 25 Melville Park Road Melville NY 117470398	Oil Letter Contract & Spilltax Reimbursement	E	B		F	N	\$3,891,957	\$3,891,957	\$3,891,957	\$0	2/3/2019	C		2/3/2019
FD-2019-02	Castleton Commodities Mercant Trading LP 2200, Atlantic Street, Stmford, CT 06902	NAESB Agreement for Natural Gas	E	B		F	N	\$14,062,604	\$14,062,604	\$14,062,604	\$0	02/08/19	O	*	
FD-2019-03	Spotlight energy LLC 950 Echo Lane Houston TX77024	NAESB Agreement for Natural Gas	E	B		F	N	\$4,262,130	\$4,262,130	\$4,262,130	\$0	4/18/2019	O	*	
FD-2019-04	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement(G/K/P)	E	1		N	N	\$1,295,630	\$1,295,630	\$1,295,630	\$0	06/01/19	O	5/31/2020	
FD-2019-05	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood)	E	1		N	N	\$192,009	\$192,009	\$192,009	\$0	06/01/19	O	5/31/2020	
FD-2019-06	Transco P.O. BOX 201371 Houston TX 77216	Firm Gas Transportation Agreement	E	1		F	N	\$868,456	\$868,456	\$868,456	\$0	06/01/19	O	5/31/2020	
FD-2019-07	Con Edison 4 Irving Place New York NY 10003	LDC Agreement	E	1		N	N	\$1,646,846	\$1,646,846	\$1,646,846	\$0	07/01/19	O	6/30/2022	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R O A	M O B E	B I D S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O I C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FUELS TOTALS								3,362,813,486	3,362,813,486	126,829,178	0				

NOTE:

* Contract continues until terminated by NYPA or Counterparty upon specified notice.

Total Number of Contracts	42	
Total Contract Value		\$3,362,813,486
Total Expended to Date		\$3,362,813,486
Total Expended in Report Year		\$126,829,178
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	34	\$3,324,957,266
Closed Contracts	8	\$37,856,220
<u>Method of Award Summary</u>		
Competitive Bid	34	\$3,255,188,791
Sole Source	15	\$107,624,695
Single Source	0	\$0
Competitive Search	0	\$0
MWBE/SBE	0	\$0
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	0	\$0
Construction	0	\$0
Equipment / Goods / Commodities	48	\$3,362,777,534
IT Hardware	0	\$0
IT Software	0	\$0
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	1	\$35,952
IT Consulting and Development	0	\$0
Other Non-Personal Services	0	\$0
Telecommunications	0	\$0
Contingent Workforce	0	\$0

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R O A	O P A	M W B E	B I D S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee/Paying Agent Services on Bonds	S	C	9	N			567,245	567,245	26,257	0	2/24/1998	O	*	
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee- Commercial Paper	S	C	9	N			254,001	254,001	11,613	0	10/2/2006	O	*	
Barclays Capital (assigned from Lehman Bros.) ** 745 Seventh Avenue New York, NY 10019	Re-marketing Agent CP-1	S	C	9	N			2,054,754	2,054,754	80,656	0	7/14/1994	O	*	
Barclays Capital (assigned from Lehman Bros.) 745 Seventh Avenue New York, NY 10019	Re-marketing Agent CP-3	S	C	9	N			10,775	10,775	0	0	6/26/2008	O	*	
Citigroup 390 Greenwich Street New York, NY 10013	Re-marketing Agent CP-2	S	C	9	N			1,202,063	1,202,063	49,540	0	12/4/1997	O	*	
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing Agent CP-2 and 3	S	C	9	N			1,190,356	1,190,356	39,981	0	12/4/1997	O	*	
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing EMCP	S	C	9	N			952,498	952,498	5,500	0	3/4/2003	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-2	S	C	9	N			414,380	414,380	32,765	0	6/28/2001	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-3	S	C	9	N			677,934	677,934	23,508	0	12/4/1997	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Escrow Agent POCR/CASP & LMEI Funds	S	C	9	N			588,646	588,646	13,021	0	5/30/1996	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit	S	C	9	N		2	11,793,666	11,793,666	2,380,000	0	1/15/2015	O	*	
Morgan Stanley 1221 Avenue of the Americas New York, NY 10020	Re-marketing Agent CP-1	S	C	8	N		7	510,431	510,431	29,944	0	3/31/2009	O	*	
RBC Capital Markets ** 1211 Avenue of the Americas New York, NY 10036	Re-marketing Agent CP-1	S	C	9	N			862,202	862,202	74,396	0	7/14/1994	O	*	

FINANCE TOTALS

21,078,951	21,078,951	2,767,181	0

NOTES:

* Contract continues until terminated by NYPA or Counterparty upon specified notice

** Expense History only available from 1997

Total Number of Contracts	13	
Total Contract Value		\$21,078,951
Total Expended to Date		\$21,078,951
Total Expended in Report Year		\$2,767,181
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	13	\$21,078,951
Closed Contracts	0	\$0
<u>Method of Award Summary</u>		
Competitive Bid	0	\$0
Sole Source	0	\$0
Single Source	0	\$0
Competitive Search	13	\$21,078,951
MWBE/SBE	0	\$0
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	0	\$0
Construction	0	\$0
Equipment / Goods / Commodities	0	\$0
IT Hardware	0	\$0
IT Software	0	\$0
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	0	\$0
IT Consulting and Development	0	\$0
Other Non-Personal Services	13	\$21,078,951
Telecommunications	0	\$0
Contingent Workforce	0	\$0

Total Number of Contracts	2979	
Total Contract Value		\$10,505,176,155
Total Expended to Date		\$5,703,871,493
Total Expended in Report Year		\$873,496,339
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	1529	\$9,562,188,179
Closed Contracts	1450	\$942,987,976
<u>Method of Award Summary</u>		
Competitive Bid	2370	\$10,223,538,237
Sole Source	229	\$127,616,482
Single Source	229	\$42,084,020
Competitive Search	123	\$109,841,248
MWBE/SBE	35	\$2,096,168
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	139	\$184,023,454
Construction	227	\$4,521,756,854
Equipment / Goods / Commodities	1217	\$3,933,323,187
IT Hardware	65	\$40,043,939
IT Software	104	\$11,223,833
Legal Services	34	\$33,256,050
Maintenance and Outage Services	3	\$229,000,000
Personal Services	397	\$524,114,923
IT Consulting and Development	17	\$5,153,766
Other Non-Personal Services	739	\$964,596,944
Telecommunications	2	\$7,156,956
Contingent Workforce	42	\$51,526,249

GUIDELINES

AND

PROCEDURES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

REAL PROPERTY

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GUIDELINES AND PROCEDURES FOR THE DISPOSAL OF NEW YORK POWER AUTHORITY REAL PROPERTY

I. PURPOSE

The purpose of these Guidelines and Procedures for the Disposal of Real Property (“Guidelines”), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Authority’s policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority’s compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

- 2.1 “Contracting Officer” shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority’s Trustees to be responsible for enforcement of the Guidelines for the Disposal of Real Property. The “Contracting Officer” is hereby designated to be the Vice President – Enterprise Shared Services, or equivalent(s) or designee.
- 2.2 “Dispose” or “Disposal” shall mean transfer of title or any other beneficial interest in real property in accordance with these Guidelines. Disposal does not include a release of an easement, Permit or Transfer of Jurisdiction.
- 2.3 “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

- 2.4 “Permits” shall mean permits issued by the Authority that grant revocable privileges to use or access real property under the jurisdiction of the Authority. Permits may be issued where the real property is not presently required for Authority purposes, but held for future use in carrying out its corporate purposes. Permits do not transfer a beneficial interest in real property. Permits are revocable, in part to assure availability upon demand of the real property for Authority purposes.
- 2.5 “Real Property” shall mean real property, including land, tenements and hereditaments owned by the Authority, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.
- 2.6 “Relative” shall mean any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant.
- 2.7 “Transfers of Jurisdiction” shall mean transactions pursuant to Public Lands Law §3(4) and which are between the Authority and other State governmental entities where jurisdiction over Real Property is transferred and reassigned on such terms and conditions as the Authority and the New York State Office of General Services deem proper, but the title to the Real Property remains in the name of the People of the State of New York.

III. COMPLIANCE OVERVIEW

The Public Authorities Law (“PAL”) requires the Authority to establish policy guidelines to accomplish the following:

- 3.1 Maintain inventory controls and accountability systems for all Real Property under the Authority's control.
- 3.2 Periodically inventory Authority Real Property to determine which Real Property shall be disposed of.
- 3.3 Dispose of Authority Real Property interests in accordance with the PAL.
- 3.4 Prepare annual reports of Real Property Disposal transactions.

IV. DUTIES OF THE MANAGER CORPORATE REAL ESTATE

- 4.1 The Manager Corporate Real Estate or equivalent(s) or designee shall maintain adequate inventory controls and accountability systems for all Real Property under the Authority's control.
- 4.2 The Manager Corporate Real Estate or equivalent(s) or designee shall periodically inventory Authority Real Property to determine which Authority Real Property shall be Disposed of and shall prepare a report identifying such Real Property for Disposal.
- 4.3 The Manager Corporate Real Estate or equivalent(s) or designee shall produce for publishing written reports of such Real Property as set forth in Article VI of these Guidelines.
- 4.4 The Manager Corporate Real Estate or equivalent(s) or designee shall arrange for the Disposal of any Real Property identified for Disposal by the Authority in accordance with these Guidelines and the Authority's Expenditure Authorization Procedures and as soon as reasonably practical under the circumstances.

V. PROCEDURES FOR THE DISPOSITION OF AUTHORITY REAL PROPERTY

- 5.1 The Authority may Dispose of Real Property for not less than the Fair Market Value of such Real Property by sale, exchange, or transfer, for cash, credit or other property, without warranty, and upon such other terms and conditions as the Contracting Officer deems proper under the provisions of the PAL and as implemented by these Guidelines. Fair Market Value of the Authority Real Property subject to Disposal shall be established by independent appraisal as appropriate and consistent with the intent of the PAL. Such appraisal documents shall be included in the record of the Real Property Disposal transaction.
- 5.2 Except as set forth in Section 5.3 of the Guidelines, any Disposal of Real Property shall only be made after publicly advertising for bids in accordance with the following:
- 5.2.1 the advertisement for bids shall be made at such time prior to the Disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Real Property;
 - 5.2.2 all bids shall be publicly disclosed at the time and place stated in the advertisement; and
 - 5.2.3 the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Authority, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.
- 5.3.a The Disposal of Authority Real Property may be negotiated or made by public auction without regard to Section 5.2 but subject to obtaining such competition as is feasible under the circumstances, if:
- 1. the Fair Market Value of the Real Property does not exceed fifteen thousand dollars (\$15,000.00); or

2. bid prices after advertising therefore are not reasonable, either as to all or some part of the Real Property, or have not been independently arrived at in open competition; or
3. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Real Property and other satisfactory terms of Disposal are obtained by negotiation; or
4. under those circumstances permitted by Section 5.3; or
5. such action is otherwise authorized by law.

5.3.b.1 No Real Property owned, leased or otherwise in the control of the Authority may be sold, leased, or otherwise alienated for less than its Fair Market Value except if:

- a. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Real Property will remain with the government or any other public entity;
- b. the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or
- c. in the event the Authority seeks to transfer Real Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Authority's mission, purpose or governing statutes, the Authority shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate, or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate, and Assembly, the Authority may effectuate such transfer.

5.3.b.2. In the event a below Fair Market Value Real Property transfer is proposed, the following information must be provided to the Authority's Board of Trustees and the public:

- a. a full description of the Real Property;
- b. an appraisal of the Fair Market Value of the Real Property and any other information establishing the Fair Market Value sought by the Authority's Board of Trustees;
- c. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Real Property is situated as are required by the transfer;
- d. a statement of the value to be received compared to the Fair Market Value;
- e. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph (iv) of this paragraph, a statement of the value to the private party; and
- f. the names of other private parties who have made an offer for such Real Property, the value offered, and the purpose for which the Real Property was sought to be used.

5.3.b.3. Before approving the Disposal of any Real Property for less than Fair Market Value, the Authority's Board of Trustees shall consider the information described in Paragraph 5.3.b.2 and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

5.4 An explanatory statement detailing the Disposal by negotiation of Authority Real Property subject to the PAL as set forth in Section 5.3 shall be made for any Disposal of:

- 5.4.1 Real Property with a Fair Market Value in excess of one hundred thousand dollars (\$100,000.00) except that Real Property Disposed of by lease or exchange shall only be subject to 5.4.2 of this Section 5.4;
- 5.4.2 Real Property Disposed of by lease if the fair annual rent over the term of the lease is in excess of fifteen thousand dollars (\$15,000.00); and

- 5.4.3 Any Real Property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration is for Real Property:
- 5.5 Each explanatory statement prepared in accordance with Section 5.4 above shall be transmitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office not less than 90 days in advance of such Disposal, and a copy shall be kept by the Authority.
- 5.6 In the Authority's discretion, when it shall be deemed advantageous to the Authority and the State, the Authority may enter into an agreement with the Office of the Commissioner of General Services ("OGS") under which OGS may Dispose of the Authority's Real Property under terms and conditions agreed to by the Authority and the OGS. In Disposing of any such Real Property of the Authority, the OGS shall be bound by the relevant provisions of the PAL.
- 5.7 The Manager Corporate Real Estate or equivalent(s) or designee shall provide all relevant documentation to the Environmental Division for the purposes of determining, if applicable, whether the Disposal of Real Property is in compliance with the State Environmental Quality Review Act, and for whether it adheres to the American Society of Testing and Material's guidelines for Environmental Site Assessments, if applicable.
- 5.8 No Authority employee who is involved in the award of Authority grants or contracts, may ask any purchaser(s), grantor(s), lessor(s) or officer(s), director(s) or employee(s) of such current or prospective purchaser(s), contractor(s) or grantee(s) to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party,

elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

- 5.9 No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 5.8 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- 5.10 No Authority employee may take part in any contracting decision involving the payment of more than \$1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
- 5.11 Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain Public Authority contracts.
- 5.11.1. Any contract in excess of \$1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such

contractual expenditure (“Eligible Contract”), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.

5.11.2. If the OSC has previously identified a contract or category of contract as “reviewable” (“Reviewable Contract”), such Reviewable Contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable Contract within 90 days, the contract is valid.

VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority’s annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars (\$15,000.00) that the Authority Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Authority’s Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.

6.1.2 Pursuant to Public Authorities Law § 2896(3)(a), the Manager Corporate Real Estate or equivalent(s) or designee shall prepare for distribution to the State Comptroller, the Director of the Division of the

Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office, an annual report listing all real property of the Authority, which report shall include a list and description of all Real Property Disposed of during the fiscal reporting period. Regarding Disposals, this annual report shall include the price received by the Authority and the name of the purchaser of the Real Property.

- 6.2 The Authority may be called upon periodically to submit information regarding the Disposal of Real Property to organizations implementing the PAL or other statutes regulating the Disposal of Real Property.
- 6.3 The Authority's Governance Committee meets at least three times per year and staff from Enterprise Shared Services or the equivalent(s) may prepare and present ongoing reports regarding the Disposal of Real Property.

VII. APPROVAL OF GUIDELINES BY THE AUTHORITY'S BOARD

- 7.1 The Guidelines shall be annually reviewed and approved by the Authority's Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the most recently reviewed and approved Guidelines, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the State Comptroller, the Authority shall also post such Guidelines on its internet website.

GUIDELINES

AND

PROCEDURES

FOR THE

ACQUISITION OF REAL PROPERTY

BY THE NEW YORK POWER AUTHORITY

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**GUIDELINES AND PROCEDURES FOR THE ACQUISITION OF REAL PROPERTY BY
THE NEW YORK POWER AUTHORITY**

I. PURPOSE

1.1 These Guidelines and Procedures for the Acquisition of Real Property (“Guidelines”), which comply with Title 2, Article 9 of the Public Authorities Law, establish the procedures that detail the Authority’s policy and instructions regarding the acquisition of real property. In addition, the Guidelines designate a contracting officer who is responsible for the Authority’s compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

2.1 “Contracting Officer” shall mean the officer or employee of the Authority who shall be responsible for enforcement of the Guidelines for the acquisition of real property. The “Contracting Officer” is hereby designated to be the Vice President - Enterprise Shared Services, or the equivalent(s), or designee.

2.2 “Acquisition” or “Acquire” shall mean to obtain title to or any other beneficial interest in real property in accordance with applicable statutes and these Guidelines.

2.3 “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

2.4 “Real Property” shall mean real property, including land, tenements and hereditaments owned by the Authority, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

2.5 “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Article 5 of these Guidelines.

III. COMPLIANCE OVERVIEW

3.1 These Guidelines are being adopted consistent with the Public Authorities Law (“PAL”).

3.2. The Authority may Acquire Real Property through purchase, eminent domain, state transfers of jurisdiction, lease and by other legal means.

3.3 The Authority’s New York statutory authority for land acquisition includes, without limitation, the Public Authorities Law, the Real Property Law, the Public Lands Law, the Eminent Domain Procedure Law and the Highway Law, as amended.

IV. DUTIES OF THE MANAGER CORPORATE REAL ESTATE

- 4.1 The Manager Corporate Real Estate or the equivalent(s) or designee will maintain adequate inventory controls and accountability systems for all Real Property under the Authority's control.
- 4.2 Real Property to be Acquired by the Authority will be in support of existing operating and transmission facilities or in support of new initiatives being pursued by the Authority. The Manager Corporate Real Estate or the equivalent(s) or designee will, in consultation with the other appropriate Authority staff (by oral or written communication), determine what Lands are necessary or convenient for Acquisition by the Authority.
- 4.3 The compensation for and the procedure for such Acquisition must be consistent with these Guidelines and the Authority's Real Estate Expenditure Authorization Procedures as amended.
- 4.4 The Manager Corporate Real Estate or the equivalent(s) or designee will arrange for the transfer or Acquisition of any Real Property identified for Acquisition by the Authority in accordance with these Guidelines and the Authority's Real Estate Expenditure Authorization Procedures and as soon as reasonably practical under the circumstances.
- 4.5 The Manager Corporate Real Estate or the equivalent(s) or designee will provide all relevant documentation to the Authority's Environmental Division to determine whether the Acquisition of Real Property is in compliance with the State

Environmental Quality Review Act, and whether it adheres to the American Society of Testing and Material's Guidelines for Environmental Site Assessments, if applicable.

4.6 Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain Public Authority contracts.

4.6.1. Any contract in excess of \$1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such contractual expenditure ("Eligible Contract"), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.

4.6.2. If the OSC has previously identified a contract or category of contract as "reviewable" ("Reviewable Contract"), such Reviewable Contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract submitted to the OSC for review. If the OSC does not act to disapprove the contract within 90 days, the contract is valid.

V. **ETHICAL CONSIDERATIONS**

5.1 No Authority employee who is involved in the Acquisition of Real Property, may ask any purchaser, grantor, lessor or officers, directors or employees of such current or prospective purchaser, grantor or lessor to reveal: (a) the political party affiliation

of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

- 5.2 No Authority employee may take part in any Acquisition decision involving the payment of more than \$1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

VI. ACQUISITION REPORTS BY THE AUTHORITY

- 6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

- 6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars (\$15,000.00) that the Authority Acquired during such reporting period and the name of the seller of the Real Property and the price paid by the Authority for the Real Property, and (b) a description of the total amounts of Real Property purchased without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the

counterparties, and (iii) where the price for the Real Property purchased exceeds Fair Market Value, a detailed explanation of the justification for making the purchase without competitive bidding, and a certification by the Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such purchase and determined that it complies with applicable law.

- 6.1.2 The Authority may be called upon periodically to submit information regarding the Acquisition of Real Property to organizations implementing the PAL or other statutes regulating the Acquisition of Real Property, such as the Authority Budget Office through the Public Authorities Reporting System ("PARIS").
- 6.1.3 The Authority's Governance Committee meets at least three times per year and staff from HR and Enterprise Shared Services or the equivalent may, upon request, prepare and present ongoing reports regarding the Acquisition of Real Property.

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF DISPOSAL (CONVEYANCE) OF REAL PROPERTY OVER \$15,000 IN VALUE

<u>Purchaser's Name</u>	<u>Price Realized by the Authority</u>	<u>Parcel Acres</u>	<u>Transfer Date</u>
New York State Department of Transportation	\$18,500.00	0.118	2/12/2019

Fee interest conveyed unless otherwise noted.

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER \$15,000 IN VALUE

Seller's Name

Price Paid by the Authority

Acres

Transfer Date

None this Reporting Period.

ATTACHMENT D**DELEGATION OF APPROVAL / SIGNATORY AUTHORITY FOR CLAIMS SETTLEMENT AND PAYMENT FOR REAL ESTATE**

	<u>Real Estate Administrator or Equivalent</u>	<u>Mgr Corp. Real Estate or Equivalent</u>	<u>VP – ESS or Equivalent⁽¹⁾</u>	<u>President/Chairman</u>	<u>Trustees</u>
A) Acquisition and disposition of fee and easement interests in real property other than by appropriation or condemnation:		up to \$ 5,000 FMV per parcel	up to \$ 10,000 FMV per parcel	up to \$ 20,000 FMV per parcel	> \$ 20,000 FMV per parcel
B) Permits, Licenses and Operating Agreements for use of property owned by others or for use of Authority property by others:	up to \$1,000 annual value	up to \$10,000 annual value	up to \$20,000 annual value	up to \$100,000 annual value	>\$100,000 annual value
C) Agreement for annual payment in lieu of taxes: ⁽²⁾ (per year)		up to \$10,000 per parcel	up to \$50,000 per parcel	up to \$100,000 per parcel	> \$100,000 per parcel
D) Leases or Lease Extensions where Authority is either landlord or tenant :		up to 5-year term including all renewal options <u>and</u> not exceeding \$30,000 annual rent	up to 10-year term including all renewal options <u>and</u> not exceeding \$50,000 annual rent	up to 10-year term including all renewal options <u>and</u> > \$50,000 and ≤\$100,000 annual rent	> 10-year term including all renewal options <u>or</u> > \$100,000 annual rent regardless of term
E) Advance payments for acquisition of real property by condemnation or appropriation:		100% of AV with concurrence of General Counsel if over \$100,000			
F) Settlement of claims resulting from:					
1) Acquisition of Real Property by Appropriation or Condemnation: ⁽³⁾					
(a) If AV ⁽⁴⁾ is \$ 20,000 or less:		≤ 150% of AV <u>or</u> AV + \$2,000	≤ 200% of AV <u>or</u> AV + \$6,000	> 200% of AV <u>or</u> AV + \$6,000	
(b) If AV is \$ 200,000 or less:		≤ 125% of AV	≤ 150% of AV	≤ 175% of AV	> 175% of AV
(c) If AV is \$ 500,000 or less:		≤ 110% of AV	≤ 120% of AV	≤ 135% of AV	> 135% of AV
(d) If AV is \$1,000,000 or less:		AV	≤ 110% of AV	≤ 135% of AV	> 135% of AV
(e) If AV is more than \$1,000,000:		--	≤ AV	≤ 120% of AV	> 120% of AV
2) Agricultural damages and mitigation:	up to \$1,000	up to \$20,000	up to \$100,000	up to \$300,000	> \$300,000
3) Miscellaneous damages:	up to \$1,000	up to \$20,000	up to \$50,000	up to \$100,000	> \$100,000
4) Radio & TV interference; audible noise:		up to \$20,000	up to \$50,000	up to \$100,000	> \$100,000

(1) The SVP of HR and Enterprise Shared Services (ESS) is also authorized to sign commitments for Real Estate transactions up to the VP ESS level in the latter's absence.

(2) Only upon approval by Trustees to make payment in lieu of taxes for the specific project.

(3) Only upon approval by the Trustees of the acquisition.

(4) AV = Appraised Value, FMV = Fair Market Value



Policy Title:
Consultant-Independent Contractor Engagement

Policy Number:
EP 1.11

Page:
1 of 10

Title: Consultant-Independent Contractor Engagement

Document Type: Employee Policy

Document Number: EP 1.11

Revision Date: 2/13/2019

Final Approver: *Pizzo, Kristine*
SVP HR & Enterprise Shared Services

Executive Owner: Pizzo, Kristine
SVP HR & Enterprise Shared Services

Content Owner: Prendergast, Christine
Contingent Workforce Program Manager

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Policy Title:
**Consultant-Independent Contractor
Engagement**

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
2/13/2019	0	Creation of a new policy governing NYPA's engagement of Consultants and Independent Contractors.	N/A	Christine Prendergast Policy Administrator

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Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS where you will find a statement which pertains to all Employee Policies including this one.**

1 PURPOSE AND SCOPE

NYPA often engages the professional services of Consultants/Independent Contractors for the provision of specialized services that are not necessarily available in-house or in support of a specific capital project, service, or project deliverable. The intent is to ensure that NYPA has a comprehensive and consistent process for engaging consulting or independent contractor services across its business units.

2 APPLICABILITY

The Consultant/Independent Contractor Policy applies to all NYPA business units.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

A Consultant and/or Independent Contractor (hereafter referred to as Consultant) provides non-personal services to NYPA. A consultant is one of the following: an individual, a group from a consulting firm, sole proprietorship (including 1099 status), or other large or small company providing on a limited basis, specialized expertise or a contractually defined deliverables to NYPA.

Consultants must meet applicable federal and state requirements for consulting or independent contractor status. Services are typically billed on a project or deliverable basis. Consultants offer their services to multiple clients, control the manner in which such services are provided, and use their own equipment. NYPA controls or directs only the result of the services performed by a consultant and not the means and methods of accomplishing the results. They are not engaged in NYPA's day-to-day work functions and, do not serve as temporary staff support or augmentation.

Defining attributes of Consultants include, but may not be limited to, the following:

- a) Consultants are expected to work independently and with little or no NYPA supervision;
- b) Consultants determine when, where and how to perform contracted work or deliverable;
- c) Consultants do not have established work hours;
- d) Consultants are not allowed overtime;
- e) Consultants' work can be and usually is performed off site;
- f) Consultants are paid pursuant to their contractual arrangement with NYPA as detailed in a Statement of Work (SOW) or task order, or completion schedule;

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Policy Title:
**Consultant-Independent Contractor
Engagement**

- g) Consultants are paid for work product and not individual performance;
- h) Consultants provide their own tools of trade to accomplish contracted work or deliverables (e.g., no assigned cell phones, laptops, desktops, or permanent office space);
- i) Consultants are not typically engaged in NYPA day-to-day work functions and do not serve as staff augmentation;
- j) Consultants may not have a standard NYPA-email address; they must use their company email;
- k) Consultants are not economically dependent on NYPA and they have other clients;
- l) Consultants have opportunity of profit or loss and invest in their business;
- m) Consultants have no permanence or extended working relationship with NYPA;
- n) Consultants usually have payment in accordance to contractual Statement of Work(s);
- o) Consultants are not contingent workers (often referred to as contractors) who are hired through Human Resources under Contingent Staffing Vendors and whose jobs are structured to be temporary;
- p) Consultants have distinctive badges which must be displayed at all times;
- q) Individual Consultants or Consulting firms are responsible for federal, state, and local taxes derived from their income and for the withholdings and /or payment of any federal, state, and local income and other payroll taxes, workers' compensation, disability, or other legal requirement applicable;
- r) Consultants cannot perform non-NYPA work at a NYPA site or use NYPA's assets for personal or other non-NYPA business usage, and
- s) Consultants cannot supervise NYPA employees or contingent workers.

Responsible Manager: NYPA employee who is responsible for obtaining the services of the consultant and for budgeting appropriately for such services. The Responsible Manager provides the consultant information and specifications for the project or deliverable, establishing time frame, parameters, and pay schedule. They are required to provide feedback on the quality of the work product, and carefully inspect before accepting the final deliverable. The manager is responsible for handling any issues that may arise relating to the deliverable. This manager is also required to be listed as the point of contact on the background screening application.

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Staffing Committee: This Committee is comprised of the Senior Vice President of Human Resources and Enterprise Shared Services (HR & ESS) or his/her representative, the Senior Director of Talent Acquisition, the HR Contingent Staffing Program Manager, General Counsel, and Assistant General Counsel of HR and Labor Relations and his/her representative.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with Human Resources unless otherwise noted herein. Responsibility for compliance with engagement and contract terms remains with the respective Responsible Managers and contract owners.

5 POLICY IMPLEMENTATION

5.1 Need for Engagement

NYPA often engages Consultants to support business operations such as the Capital Program, technology upgrades, other projects deliverables, or to engage in services or expertise in areas not readily available in NYPA's workforce. A business unit or department must demonstrate a business need to engage in consultation services and must demonstrate best efforts to plan for such engagement during the budget cycle.

5.2 Engagement

The Responsible Manager is responsible for obtaining necessary approvals prior to requesting proposals and procuring services of a consultant(s) in accordance with applicable NYPA policies as well as procurement guidelines, and budgetary/portfolio practices. Procurement's Expenditure Authorization Procedures (EAPs) provide the proper approval authorizations to procure such services.

- a) Under no circumstances can an individual who was engaged as a contingent worker under a temporary staffing contract be hired under a consulting contract unless there is prior written approval by Staffing Committee. Such a placement can be initiated by a written request to the Contingent Workforce Program Manager and Vice President, Chief Ethics & Compliance Officer.
- b) Consultants' selection must be an open and competitive process in accordance with NYPA procurement guidelines. Responsible Managers and those responsible for procuring services must conduct business according to the highest ethical standards of public service in accordance with the NYS Public Officers Law and NYPA's Code of Conduct.

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Consultant-Independent Contractor Engagement

- c) Responsible Managers and employees responsible for engaging Consultants must disclose whether Consultants are related to them by kinship or marriage prior to NYPA's engagement of Consultants.
- d) Responsible Managers and employees responsible for engaging Consultants must disclose whether they have been previously employed by or otherwise engaged with Consultants. Such individuals must provide the details related of those engagements to the Vice President, Chief Ethics & Compliance Officer prior to NYPA's engagement of such Consultants.
- e) Consultants must disclose and provide the details related to any prior engagement with NYPA (i.e., employee, contractor, consultant, vendor) prior to NYPA's engagement of Consultants.
- f) Consultants must disclose the identity, job position and work location of any family members (by kinship or marriage) employed by NYPA.
- g) Consultants do not supervise any NYPA employees or contingent workers.
- h) Consultants are not eligible to attend or to participate in NYPA sponsored with the exception the Annual Holiday party. The time spent at this event shall not be billable.

5.3 **Term and Scope of Work**

A consultant should generally be engaged for a fixed period of time to complete the scope of work described in the contract. The business unit is responsible for the schedule that controls payments for those services to be delivered under the contract agreement and enforcing the contractual time period or term. Responsible Managers are expected to comply with all associated policies and procedures and budget portfolio approvals, relating to consultant engagement (scope, expenses, and timeframe).

5.4 **On-boarding and Assignment and Termination**

5.4.1 Background Check

Successful completion of NYPA's background check is a pre-requisite for obtaining physical or system access NYPA. Consultants must be cleared by Physical Infrastructure Security's required background check. All background checks must be initiated by the Responsible Manager. The consultant must list the NYPA approved vendor for which his/her contract is applicable as the employer, and the consultant must list a NYPA Responsible Manager as a point of contact.

Security notifies the Responsible Manager by email after a consultant has cleared his/her background screening.

5.4.2 Facility Access

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Security provides Consultants working at a NYPA project sites or headquarters with NYPA identification in the form of a badge for building and facility access with an assignment start and end date provided by the Responsible Manager. Badge activation cannot exceed one (1) year intervals within the Security Access Control System.

- a) At the White Plains Office, Consultants must tap their NYPA contractor badge at the security/badge reader turnstile in the lobby for all daily entrances.
- b) For all other sites, Consultants must sign in at the security desk daily.

5.4.3 Access to NYPA Network Systems (Active Directory and Application Access)

Responsible Managers typically request system access for Consultants to perform their projects either on or offsite. Requests to Cyber Security for system access can be initiated through an electronic portal located on the PowerNet under Contingent Central. Such applications may provide network access along with an active status on NYPA's Active Directory.

- c) Consultants may not have a standard NYPA email address. They are required use their company email.
- d) The Responsible Managers are required to notify Cyber Security (NYPACyberSecurityTeam@nypa.gov) when the engagement of a Consultant is terminated or provide a planned date when the engagement will terminate in advance to de-activate access in NYPA systems. Gaps between the termination of the engagement and system access deactivations are prohibited.

5.4.4 Daily NYPA Workstation

In general, Consultants work off site and at their company place of business. However, business units may require some Consultants to work at NYPA facilities or work sites (examples: White Plains office or the Niagara Power Project). For these Consultants that maintain a NYPA work station with daily facility access (i.e. work space with a desk, cube or office) and network system access, on site work must be indicated on electronic site under Contingent Staffing on the PowerNet. This does not apply to Consultants that do business periodically at NYPA sites (e.g.: trainers) without a designated worksite, but have network access.

5.4.5 Completion of Services

If an ID badge or system access is granted to a consultant, the Responsible Manager must inform Security and Cyber Security upon completion of services to

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ensure facility and IT system access has been blocked. Gaps between the termination of the engagement and facility access deactivations are prohibited.

5.4.6 Termination of Services

Contractually, NYPA engages consulting firms (as opposed to individuals) that may assign their employees to a particular project that may require working onsite. While NYPA has no control over the hiring and firing of the Consultant's employees, contractually NYPA has the right to request that the employee be removed from the project for any reason, and NYPA has the right to terminate the contract for convenience. NYPA has the obligation to act in good faith, but contractually NYPA is not limited to unsatisfactory performance as a basis for reassignment of the employee or termination of the contract. If a consultant performs poorly or fails to deliver scope or services based on the terms of the contract or for other requests to cease the engagement, termination must be coordinated with the Law Department and Strategic Supply Management.

5.7 Ethics

All NYPA employees, including Responsible Managers and those responsible for procuring and otherwise engaging consultants, must conduct business according to the highest ethical standards of public service in accordance with the NYS Public Officers Law and NYPA Code of Conduct. NYPA employees are prohibited from:

- a) Directly or indirectly advising Consultants in making a business decision or other decision utilizing confidential information acquired at NYPA, nor disclose any confidential information as a result of information obtained through NYPA employment.
- b) Participating in any decision or process to hire, promote, discharge, discipline or supervise a relative, domestic partner, or individual having a personal relationship.
- c) Using or attempting to use their official NYPA position to secure unwarranted privileges for themselves, their relatives or any other party, including monetary benefits, contracts and employment with NYPA; or
- d) Acting in any manner where they could be improperly influenced, give or be given preferential treatment or act in violation of the public trust.

5.8 Exceptions

Any Exceptions to this policy must be approved by the Staffing Committee.

6 VIOLATIONS

Violations of this policy and related policies and procedures by employees may result in disciplinary action up to and including termination, and/or denial of subsequent requests to engage Consultants in the future.

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7 REFERENCES

- 7.1 New York Power Authority Code of Conduct
- 7.2 NYS Public Officers Law
- 7.3 NYPA Travel Policy
- 7.5 Expenditure Authorization Procedures
- 7.6 Ethics Disclosures.

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Year

9 ATTACHMENTS

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	2/13/2019
Executive Owner	Pizzo, Kristine	2/8/2019
Content Owner	Prendergast, Christine	2/8/2019

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Title: Contingent Worker Engagement

Document Type: Employee Policy

Document Number: E.1.12

Revision Date: 2/21/2019

Final Approver: *Pizzo, Kristine*
SVP HR & Enterprise Shared Services

Executive Owner: Kalashian, Steven
VP HR & Organizational Development

Content Owner: Prendergast, Christine
Contingent Workforce Program Manager

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Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
2/21/2019	0	This policy replaces the Temporary Staff Augmentation Policy.	N/A	Christine Prendergast Policy Administrator
10/19/2015	0	Creation of policy for NYPA's Contingent Worker Engagement.	N/A	Christine Prendergast Policy Administrator

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Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS where you will find a statement which pertains to all Employee Policies including this one.**

1 PURPOSE AND SCOPE

The purpose of the Contingent Worker Engagement Policy is to provide written instruction to Management for engaging and managing contingent workers. The intent is to ensure that NYPA has a sound process for augmenting staff with temporary resources across its business units.

2 APPLICABILITY

This policy applies to all NYPA business units in the engagement of contingent workers.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Contingent Workers are hourly paid, W-2 employees sourced from an approved NYPA staffing agency vendor and serve as temporary staff augmentation. They are often referred to as contractors.

Contingent Workers have the following distinguishing attributes:

- a) contingent workers are not employed by NYPA; they are employees of their staffing agency vendor;
- b) contingent workers serve as staff augmentation and are hired through Human Resources via contingent staffing contracts;
- c) all contingent workers' compensation and fringe benefits are paid for by their staffing agency vendor;
- d) contingent workers are paid hourly and billed by staffing agency vendors for their actual hours and are not eligible for any NYPA benefits;
- e) contingent workers are not paid for sick leave, holidays, vacation, or site closings (e.g., inclement weather).
- f) contingent workers are supervised by NYPA management and given instruction on how to perform their assignments;
- g) contingent workers cannot supervise NYPA employees or other contingent workers;
- h) contingent workers must work at a NYPA site or other approved NYPA affiliated locations. Virtual sites, work-at-home, or telecommuting are prohibited;
- i) with the exception of cell phones, NYPA provides contingent workers with NYPA issued tools and equipment required to complete job-related tasks;

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- j) contingent workers have temporary assignments for no greater than two years with shorter terms being preferred. However, contingent workers hired under administrative or clerical assignments cannot have terms that exceed one year in duration;
- k) contingent workers cannot be placed in a different position where they are compensated at a different rate of pay during the term of their engagement;
- l) contingent workers' engagements cannot be re-engaged in a different position or one with higher earning capacity after the conclusion of their initial engagement;
- m) contingent workers can have NYPA email addresses, however their email signature blocks are required to state "(Contingent Worker)" after their title.
- n) contingent workers have distinctive badges that identify them as non-NYPA employees;
- o) contingent workers are not eligible to attend NYPA sponsored events and programs such as lectures, employee resource groups, volunteer activity groups;
- p) contingent workers are required to take state mandated training, regulatory training or site specific safety training, but they cannot take elective training such as technical, software, or other professional development courses that are paid for by NYPA or on NYPA's time.
- q) contingent workers cannot participate in conferences paid for by NYPA or on NYPA's time.
- r) contingent workers cannot perform non-NYPA work at a NYPA site or use NYPA's assets for personal or other non-NYPA business usage.

Purchase Order Release ("POR"): authorizes a release against a contract for procuring services or goods. The POR details the term, name of contingent worker, and both the labor and billing rate for that worker. The POR number is required for the vendor to be paid.

Responsible Manager: NYPA employee who is responsible for the daily direction and management of the contingent worker; this individual signs the contingent worker's time records and verifies the hourly billing is correct. This individual is required to be listed as the point of contact on the background screening application.

Staffing Agency Vendor ("Vendor"): employs contingent workers and performs all employment functions including, but not limited to, I-9 work authorization, employment recordkeeping, and payment of all wages, benefits, tax withholding, unemployment insurance, and workers' compensation insurance. The vendor has a contract with NYPA to provide contingent workers to NYPA through an open and competitive selection process among other pre-qualified vendors.

Staffing Committee: committee comprised of the Senior Vice President of Human Resources (HR) or his/her representative, Senior Director of Talent Acquisition, Contingent Workforce Program Manager, General Counsel, and Assistant General Counsel of HR and Labor Relations, and Principal Attorney of HR and Labor Relations.

Value Agreement: contracts that are awarded to selected Staffing Agency Vendors through a competitive bid process for the purpose of supplying contingent workers.

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4 RESPONSIBILITY

Responsibility and oversight of this policy and related procedures resides with the approver unless otherwise noted herein.

5 POLICY IMPLEMENTATION

NYPA selects vendors from contract awards through a competitive bid process. Selected vendors are awarded value agreements for the purpose of supplying contingent workers. NYPA is committed to engaging contingent workers under limited circumstances.

5.1 Need for Engagement

Contingent workers are engaged under certain circumstances to augment staffing on a temporary basis. A department or business unit must demonstrate a business need to engage a contingent worker and efforts must be made to allocate the work among existing staff before contingent workers are requested. Typical uses of contingent workers include:

- a. filling a NYPA employee position that is temporarily vacant due to an extended leave (e.g., Family or Medical Leave) or resignation;
- b. execute work where existing resources are not sufficient to meet temporary work demands.

The following are steps necessary for engaging contingent workers.

5.2 Job Request

Human Resources approves all initial requests and modifications for contingent worker assignments after the business unit internal approval process and their efforts to distribute work among existing staff prove ineffective.

- a. The Responsible Manager is required to complete a Contingent Worker Staffing request on the PowerNet to apply for contingent worker services. The manager's responsibility includes listing skillsets, experience, certifications, education, and safety requirements anticipated to be essential for the contingent worker's temporary assignment.
- b. HR reviews the job request and ensures that the Business Unit provides a business case for a contingent worker request pursuant to this policy.
- c. Job requests are forwarded to Strategic Supply Management (SSM) which electronically broadcasts the Job Request to all eligible vendors.

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5.3 Open and Competitive Selection Process

- a. Vendors respond to Job Requests by submitting their candidates via email to a designated NYPA electronic mailbox with both the required direct labor rate and billing rate.
- b. All NYPA employees including Responsible Managers or other business partners cannot refer or otherwise recommend candidates for consideration to staffing agency vendors.
- c. Responsible Managers review and consider the candidates' resumes that are submitted by approved vendors. A candidate cannot be considered unless he/she is submitted for consideration by vendors.
- d. In the event that a candidate is submitted by multiple vendors, the Responsible Manager must consider the vendor with the lowest rate for that individual.
- e. After the selection is made, the Responsible Manager notifies Human Resources and Procurement of the selected or preferred candidate pending a background check.
- f. Contingent workers' engagement must be an open and competitive process. Responsible Managers and those responsible for procuring contingent workers must conduct business according to the highest ethical standards of public service in accordance with the NYS Public Officers Law and NYPA Code of Conduct. Responsible Managers and those responsible for procuring contingent workers must disclose whether any contingent workers are related to them by kinship or marriage prior to NYPA's engagement of the contingent workers.
- g. Contingent workers must disclose whether they have been previously employed by NYPA in any capacity (i.e., employee, contractor, consultant, and vendor) and provide the details related to those engagements.
- h. Contingent workers must disclose the identity, job position and work location of any family members (by kinship or marriage) employed by NYPA.

5.4 On-boarding, Assignment, and Termination**5.4.1 Background Check**

After the vendor confirms availability of the preferred candidate, Physical Infrastructure Security performs a background check as directed by the Contractor Risk Assessment Program. The contingent worker must list his/her NYPA Responsible Manager as a NYPA point of contact and complete his/her own background screening application. Security notifies SSM, HR and the Responsible Manager by e-mail whether or not the contingent worker has cleared his/her background screening.

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5.4.2 Purchase Requisition

After a contingent worker is cleared, the Responsible Manager generates a purchase requisition. The Responsible Manager ensures the requisition is approved and signed by the appropriate NYPA personnel as specified in NYPA's Expenditure Authorization Procedures (EAP).

5.4.3 Purchase Order Release (POR)

SSM processes a POR through an approved requisition within the terms and conditions of the Value Agreement. HR in conjunction with Strategic Supply Management verifies whether the rates comply with the agreed upon compensation schedule. Each contingent worker has a unique POR number and any changes to the POR such as funding, extension, or termination are processed as change orders and documented on the POR. A contingent worker cannot begin a NYPA work assignment without a processed POR that is signed by both parties, NYPA and the vendor.

5.4.4 Contingent Worker Benefits Waiver Form and Ethics Disclosure Form

All contingent workers are required to sign a Benefits Waiver Form and an Ethics Disclosure within 5 days prior to on-boarding. The Benefits Waiver form validates that the contingent worker acknowledges that he/she is an employee of his/her staffing agency vendor and is not entitled to any NYPA benefits. The Ethics Disclosure form attest that the contingent worker will abide by NYPA's code of conduct and is submitted to DisclosuresCW@OfficeofEthics@nypa.gov within a week prior to starting his/her temporary assignment.

5.4.5 Badging and Facility Access

- a. Security provides contingent workers with NYPA identification in the form of a badge for building and facility access with an assignment start and end date provided by SSM or Human Resources. Badge activation cannot exceed one (1) year intervals within the Security Access Control System.
- b. At the White Plains Office (WPO), all contingent workers must tap their NYPA contractor badge in and out of the Security's badge reader located on the turnstiles in the lobby. This includes all daily entrances and exits within a work day at the WPO work location.
- c. For all other sites, contingent workers must sign in at the security desk daily and follow site protocol.
- d. Failure to comply may result in immediate revocation of building access up to and including termination.

5.4.6 Access to NYPA Network Systems (Active Directory and Application Access)

Responsible Managers typically request system access for non-NYPA personnel to perform their projects either on or offsite through Cyber Security. Such applications

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Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

provide network and e-mail access along with an active status on NYPA's Active Directory.

- a. Contingent workers may not have a standard NYPA e-mail address; e-mail signature blocks are required to state "Contingent Worker" after their title to identify them as non-NYPA employees in their title.
- b. The Responsible Manager, at a minimum, is required to notify Human Resources, Physical Security, and Cyber Security (NYPA_CyberSecurityTeam@nypa.gov) when the engagement of a contingent worker is terminated or provide a planned date when the engagement will terminate in advance to de-activate access in NYPA systems. Gaps between the termination of the engagement and system access deactivations are prohibited.

5.4.7 Terms, Workforce Planning and Extensions

a. Terms

Contingent workers are engaged by NYPA to perform services for temporary and short term assignments. The maximum term is two years of service with shorter term being preferable. Upon termination of the two year period, the contingent worker's services must cease in most cases and the individual may not be reengaged as a contingent worker for NYPA.

b. Reviews and Planning

In general, Responsible Managers are tasked to assess their contingent worker's performance periodically throughout their planned engagement. At a minimum, Responsible Managers are tasked to review their contingent worker's performance and quality of work. Reviews need not be formalized provided that careful consideration is made.

c. Extensions

A Responsible Manager may request an extension of services for a particular contingent worker if a significant business need justifies a limited extension. After the business unit internal approval process, extensions must comply with the following:

- i. The Responsible Manager completes the workforce staffing for extensions and electronically routes the form to the HR Contingent Staffing mailbox for the Contingent Workforce Program Manager to review.
- ii. After approval, the Responsible Manager generates a requisition to SSM and SSM processes a change order to the POR.

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

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- iii. Human Resources informs Physical Security and IT of any changes to terms in order to keep the contingent worker's badge and system access active.
- iv. Any extension over 2 years of engagement must be approved in writing by the Contingent Workforce Staffing Committee and the Vice President, Chief Ethics & Compliance Officer.

5.4.8 Termination of Services

The engagement of a contingent worker may be terminated by the Responsible Manager at any time. Contingent workers may also elect to terminate their engagement at any time.

- a. If the Responsible Manager wishes to immediately terminate the engagement prior to the expiration of the intended term, he/she must initiate this process with the Contingent Workforce Program Manager or the Director of Employee Relations or site/facility Human Resource Manager.
- b. Human Resources will coordinate between Physical Security and the Staffing Agency Vendor. The Responsible Manager may not initiate the termination of the engagement independently with the contingent worker directly unless there is an emergency situation and in that extreme circumstance, must coordinate with Physical Security.
- c. At the end of service or the contingent worker's term, the Responsible Manager is required to formally notify Physical Security and Information Technology that the contingent worker departed to ensure that system access is de-activated and facility access is blocked.
- d. SSM will close out the contingent worker's POR in the SAP System and de-commit funding after final invoice, and update the electronic records.
- a. Contingent workers cannot be re-engaged to perform services through consulting contracts with a different labor classification without the approval of the Law Department, Ethics and Compliance Office and Human Resources.

5.4.9 Records

SSM processes the engagement package and sends records to an electronic folder on content server in the Digital Warehouse and copies HR on the releases (HRContingentStaffing@nypa.gov). Records per engagement include the following documents:

- a. Purchase Requisition
- b. Job Request
- c. Vendor e-mail submission of candidate with both labor and billing rates

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

- d. Corporate Security clearance e-mail
- e. Purchase Order Release
- f. Resume
- g. HR Workforce Staffing Form
- h. Benefits Waiver Form
- i. Change Orders and extensions (if undertaken)

5.5 Compensation

5.5.1 Compensation

Contingent Workers are not NYPA employees. All wages, fringe benefits, etc. are paid by the Contingent Workers' Staffing Agency Vendor. Contingent workers are not eligible for NYPA fringe benefits (such as sick leave, vacation, paid holidays, flexible hours, salary increases, or shift differential pay) that full-time, regular employees may receive. Contingent workers are paid hourly and only paid for actual time worked and performed at approved NYPA work locations. In the event of a building closing, holiday or inclement weather, contingent workers are not paid. Responsible Managers are required to notify their contingent workers in the event of a closing or direct them to NYPA's main number at 914 681-6200 or sign up for inclement weather notifications.

5.5.2 Workweek

In general, work schedules mirror NYPA staffing schedules, however, Responsible Managers can set work schedules that are based on the needs of the business unit or operating department. Full-time contingent workers are scheduled to work a 37.5 hour workweek at NYPA's White Plains and Albany offices. Full-time contingent workers working at any of NYPA's site facilities can work up to a 40 hour workweek. All contingent workers are required to take a .5 hour unpaid lunch. Timesheets are available on the PowerNet under Human Resources. Contingent worker time records must identify actual start and end times worked and reflect all hours worked each day.

5.5.3 Overtime

- a. No contingent worker shall work more than forty (40) hours per week for NYPA, without prior written authorization from the responsible manager. Overtime authorization forms can be found on the Human Resource PowerNet site and can be submitted with the timesheets.
- b. The overtime labor rate for Fair Labor Standard Act (FLSA) non-exempt contingent workers is calculated by the straight time labor rate times the 1.5 premium multiplier. The overtime billing rate is calculated by straight time billing rate plus the .5 premium multiplier. The vendor cannot apply the markup to the .5 premium multiplier that is afforded to contingent worker after 40 hours of work.

5.5.4 Expenses

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- a. Per Diem is not permitted.
- b. Travel expenses should be itemized by category, such as hotel, meals, and travel mode and shall be in accordance with NYPA policies on meal and travel reimbursement. Supporting receipts must be provided in order to be reimbursed.

5.6 Travel

5.6.1 Travel Desk

NYPA reimburses contingent workers traveling on approved NYPA business for the actual and reasonable costs of travel and lodging. The contingent worker is required to use the NYPA Travel Desk at Travel.Desk@nypa.gov to arrange for business travel. If the contingent worker's travel arrangements are not booked by NYPA's Travel Desk, NYPA will only reimburse the vendor for NYPA's approved rates. Refer to contract language for travel requirements and restrictions or call the Travel Desk at (914) 287-3191 for assistance.

5.6.2 Official Work Location

The official work location of every contingent worker shall be clearly stated in the POR. Business travel expense reimbursement will be aligned with the contingent worker's work location.

5.6.3 Travel Time

Across normal business hours, time spent traveling on Authority business is considered compensable work time. Some portion (but not all) of travel time is usually compensable as work time for travel outside their normal work hours or overnight for Authority business purposes. If a contingent worker must travel to an airport for a flight, the travel time to the airport is treated as commuting time. Time spent traveling from home to work (commuting) is not considered "work hours" and is not paid.

5.6.4 Car Mileage

Business travel by private automobile will be reimbursed for NYPA business at the current rate established by IRS mileage reimbursement allowance (NYPA vehicles are not permitted for contingent worker's use). Tolls and reasonable parking fees will be reimbursed. Car mile reimbursement will apply only to mileage required for official NYPA business between different work locations. No transportation costs (including mileage, travel time or tolls) will be allowed between a contingent worker's residence and the contingent worker's primary work location. Gasoline cannot be reimbursed for personal car usage. Adequate supporting documentation for mileage expense must be provided with the invoice in order to receive reimbursement.

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

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5.7 Events and Special Programs

Contingent workers are not eligible to attend or to participate in NYPA sponsored:

- a. Events such as All Hands Meetings, Bring Your Child to Work, World Heritage; Health Fairs, art shows, cooking events, state fairs or similar external events,
- b. Programs such as lectures, Toastmasters, off site events or retreats;
- c. Employee resource groups such as Women in Power, LGBTQ +Allies, Eco team, Generations, Veteran or Multicultural groups;
- d. Seminars and conferences paid for by NYPA or taken on NYPA's time, and
- e. Volunteer activities or groups.

Contingent workers can attend the annual holiday party, but the time spent at this event is not billable hours.

5.8 Ethics

- a. All NYPA employees, including Responsible Managers and those responsible for engaging or procuring contingent workers, must conduct business according to the highest ethical standards of public service in accordance with the NYS Public Officers Law and NYPA Code of Conduct. NYPA employees are prohibited from:
 - i. participating in any decision or process to hire, promote, discharge, discipline, or supervise a relative, domestic partner, or individual having a personal relationship;
 - ii. using or attempting to use their official NYPA position to secure unwarranted privileges for themselves, their relatives or *any other party*, including monetary benefits, contracts, and employment with NYPA; or
 - iii. acting in any manner where they could be improperly influenced, give or be given preferential treatment, or act in violation of the public trust.
- b. NYPA is committed to engaging Contingent workers under limited circumstances pursuant to the restrictions detailed in this policy. Contingent workers are employed by the Staffing Agency Vendor which shall remain responsible for managing the terms and conditions of the workers' employment.
- c. The Responsible Manager is required to return a completed Disclosure form to the Ethics & Compliance Office for the purpose of disclosing any conflicts of interest or an appearance of a conflict of interest. Disclosure forms can be found on the Human Resource PowerNet site under Contingent Workers and must be submitted to the designated email box: Disclosures@OfficeofEthics@nypa.gov.

5.9 Exceptions

Any exceptions to this policy must be approved by the Staffing Committee.

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Violations of this policy by employees may result in disciplinary action, up to and including termination of employment. Violations of this policy by Contingent Workers may result in the termination of their engagement and inability to perform services for NYPA in the future.

6 REFERENCES

- 7.1** NYS Public Officers Law
- 7.2** NYPA's Code of Conduct
- 7.3** Expenditure Authorization Procedures
- 7.4** Forms: Contingent Worker Benefits Waiver, Overtime Approval, Workforce Planning forms for new hires and extensions, and Contingent Worker Ethics Disclosures.

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Year

9 ATTACHMENTS

N/A

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	2/21/2019
Executive Owner	Kalashian, Steven	2/15/2019
Content Owner	Prendergast, Christine	2/8/2019

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Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Title: Transfer or Re-Employment in Public Service

Document Type: Employee Policy

Document Number: EP 1.9

Revision Date: 4/24/2019

Final Approver: *Pizzo, Kristine*
EVP Chief HR & Administrative Officer

Executive Owner: Saslow, Karina
VP Total Compensation & HRIS

Content Owner: Verdesi, Brenda
Manager Benefits

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Policy Title:
**Transfer or Re-Employment in Public
Service**

Policy Number:
EP 1.9

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**Transfer or Re-Employment in Public
Service**

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
	9	Add Definition of Eligible Service Clarify transfer of Vacation/Sick Accruals and add Benefit Enrollment Eligibility Retitle from Transition to Direct Transfer Application and modify ability to apply for change in service date to any time Changed revision cycle to every other year	3 5.1 5.2 8	Brenda Verdesi, Manager, Benefits
4/24/2019	8	Add service credit provision for NYPA employees that separate and are immediately hired by the Canal Corporation.	Various	Brenda Verdesi, Manager, Benefits
5/4/2016	7	Change wording of Salaried to Management Contingent workers are not eligible Eliminated reference to retirees with 211 or 212	Various 2.2 5.0	Brenda Verdesi, Manager, Benefits
10/27/2015	6	Correction to Direct Transfer Retiree Benefits total years of eligible service	5.1	Karina Saslow Director, Total Compensation & HRIS
10/19/2015	5	Converting to new format. There were 4 prior revisions of this policy. Clarification of eligibility and new service requirements for retiree	N/A 2, 3, 5, 9	Brenda Verdesi Manager, Benefits

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements

Policy Title:

Transfer or Re-Employment in Public
Service

		benefits. Addition of application.		

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS where you will find a statement which pertains to all Employee Policies including this one.**

1 PURPOSE AND SCOPE

This policy provides guidelines pertaining to the potential transfer of vacation and sick leave accruals and retention of hire date for employees reemployed by New York Power Authority (NYPA) or who directly transfer from New York State service, as defined below.

2 APPLICABILITY

- 2.1** Eligible employees include any permanent or provisional, full-time or part-time, management employees, as defined in EP 3.1. This policy does not apply to Temporary Employees, as defined in EP 3.1.
- 2.2** Contingent workers whose compensation is paid directly by a third party, who are not paid directly through the NYPA's payroll system, or who are classified by NYPA as consultants and/or independent contractors, are not eligible for or entitled to participate in or receive benefits under any benefit plan, policy, or practice offered by NYPA, its affiliates, subsidiaries, or successors.
- 2.3** Eligible Service may be considered for employees who directly transfer from other eligible New York State Service within one year of their termination from such service (referred to as Direct Transfers), and participated in the New York State and Local Retirement System. Former NYPA employees who are re-employed by the Authority (referred to as Rehires) are eligible for service credit as stated in Section 5.0.
- 2.4** For purposes of service credit, this policy does not apply to the New York State and Local Retirement System or the Voluntary Defined Contribution Plan.
- 2.5** Employees that are hired by the Canal Corporation within one month of separation from NYPA, and then are subsequently rehired by NYPA within one month of separation from the Canal Corporation are eligible. Employees must be rehired by NYPA within three years of the initial transfer to the Canal Corporation.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Boards of Cooperative Educational Services (BOCES) – New York State shared educational programs and services that partner with districts to provide a broad range of services to help meet the evolving educational needs of students.

Civil Division – For the purpose of administering this policy, a civil division shall be a city, county, town, or village that participates in the New York State and Local Retirement Systems. A civil division shall not include a school district or BOCES.

Eligible Service – Prior New York State or NYPA employment service that may impact an eligible employees date of hire and accruals.

Management – non-bargaining unit NYPA employees.

New York State (NYS) Service – Includes Executive, Legislative, or Judicial branches, a Civil Division thereof, or a NYS Public Benefit Corporation service with respect to retirements.

NYS Public Benefit Corporation – For the purpose of administering this policy only, a NYS Public Benefit Corporation shall be limited to those identified in the OSC Guide to Financial Operations, Chapter XVI, Section 3.F.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

5.1 Rehires/Direct Transfers

Vacation and sick leave accruals, service credit and retiree benefit eligibility will apply as stated in the following table:

Service Credit/ Employee Type	Rehired (less than 1 year)	Rehired (greater than 1 year)	Direct Transfer within 1 year	Direct Transfer from Canal Corporation*
Date of Hire	Retain original NYPA hire date	Reset to NYPA rehire date	Retain previous employer hire date	Retain most recent NYPA hire/rehire date if directly rehired within 3 years of transfer
Vacation/Sick Leave/Service Awards	Credit for prior NYPA service. Reinstate unpaid sick/vacation accruals.	No credit for prior NYPA service	Credit for previous employer service. Transfer unpaid sick/vacation accruals.	Credit for prior NYPA service and Canal service between NYPA service dates. Transfer unpaid sick/vacation accruals.
Benefit Enrollment Eligibility	Waiting Period waived	Waiting period required	Waiting Period waived	Waiting Period waived
Service Requirement for Retiree Benefits (Hired/rehired prior to January 1, 2016)	10 years of NYPA service	10 years of NYPA service; at least 5 must be since rehire date	10 years of eligible service; at least 3 must be with NYPA	10 years of eligible service; at least 3 must be with NYPA
Service Requirement for Retiree Benefits (Hired/rehired on/after January 1, 2016)	15 years of NYPA service; at least one year must be since rehire	15 years of NYPA service; at least 5 must be since rehire date	15 years of eligible service; at least 5 must be with NYPA	15 years of eligible service; at least 5 must be with NYPA; must return to NYPA for at least one year to be eligible for Retiree

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Policy Title:

Transfer or Re-Employment in Public
Service

	date			Benefits

5.2 Direct Transfer Application

- a) Eligible Direct Transfer Employees have six months from their date of hire with the Authority to submit a Prior Service Request & Leave Accrual Form (located on the Powernet under Human Resources/Benefits/Benefits Forms/Miscellaneous) to Corporate Benefits in WPO, to have unpaid vacation and sick accruals transferred.
- b) Eligible Direct Transfer Employees, at any time, may submit a Prior Service Request Form (located on the Powernet under Human Resources/Benefits/Benefits Forms/Miscellaneous) to Corporate Benefits in WPO and apply for an adjustment in their date of employment providing credit to their vacation accruals going forward.
- c) Adjustment of benefits shall be made when applications are approved by the designated Benefits Department representative.

6 VIOLATIONS

N/A

7 REFERENCES

EP 3.1 Management Employee Categories and Eligibility for Benefits [Powernet → Quick Links → Policies and Procedures → Employee Policies and Procedures → EP 3.1]

OSC Guide to Financial Operations, Chapter XVI, Section 3.F.
[<https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Default.htm>]

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Other Year

9 ATTACHMENTS

N/A

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	4/24/2019
Executive Owner	Saslow, Karina	4/10/2019
Content Owner	Verdesi, Brenda	4/5/2019

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

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Title: Salary Administration

Document Type: Employee Policy

Document Number: EP 2.1

Revision Date: 2/8/2019

Final Approver: *Pizzo, Kristine*
SVP HR & Enterprise Shared Services

Executive Owner: Saslow, Karina
VP Total Compensation & HRIS

Content Owner: McDonnell, Robyn
Senior Compensation Specialist

Salary Administration

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
	20	• Updated reference to Performance rating scale and MOSAIC platform • Clarification of approvals • Clarification on "Below Expectations" increases • Clarification of timing of actions	Through ut 4.1 & 4.2 5.1.3a 5.9.2 & 5.9.3	Karina Saslow VP Total Comp & HRIS
2/8/2019	19	• Use the term Management instead of Salaried for references to non-union employees for consistency with employee categories in EP 3.1 • Updated Merit Program timing • Replaced "in-place" promotion with "competency" promotion • Addition of Skill Adjustment • Reordering of Lateral & Demotion under Skill. Clarification lateral is element of Skill. • Clarification of timing of salary actions • Sign-On addition of requirements	Through ut 5.1.4 5.2.3 5.3 5.4 / 5.5 5.9 5.10	Karina Saslow Dir. Total Comp & HRIS
07/07/2015	18	Updated document to the new format. This policy had 17 prior revisions under the old format. • New Organizational Roles updated (SVP, Human Resources) • Clarification of Lump Sum payments	N/A Through ut 5.1.5	Christopher Gillard Compensation Specialist

		being pensionable		
		• Clarification of leave of absence and merit timing	5.1.6	
		• Update on in-place promotion requirements	5.2.3a	
		• Removal of compa-ratio limits and addition of guidance on positioning pay in range.	5.2.1	
		• Clarification of >10% increases and potential for spreading it over period of time.	5.2.2	
		• Expanded definition of market and equity adjustments	5.3.3 & 5.3.4	
		• Clarification of lateral moves.	5.5	
		• Addition of FLSA statement	6	

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS where you will find a statement which pertains to all Employee Policies including this one.**

1 PURPOSE AND SCOPE

- 1.1** This policy governs salary administration for eligible management employees as defined in Section 2 below.
- 1.2** This policy describes the New York Power Authority's (NYPA) competitive pay program and provides guidelines in which to recognize and reward different degrees of performance through salary changes within budget limits.

2 APPLICABILITY

This policy applies to all permanent and provisional NYPA employees, as defined in the Management Employee Categories and Eligibility for Benefits policy (EP 3.1).

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Base Rate of Pay Bargaining Unit Employee - the negotiated hourly rate for the job, excluding any other payments granted to an employee such as premiums and overtime.

FLS - First Line Supervisor

Management - non-bargaining unit NYPA employees.

Permanent Employees – employed on full time or part time basis, paid directly by the Authority and have no pre-determined employment time limit. (See EP 3.1)

- a) **Transitional position** – Permanent employees who work full-time to fill an anticipated vacancy in another Authority position within a designated time-frame up to one year.

Provisional Employees – Work full-time for a specific project or assignment for a period that is expected to last at least one year, but not more than three years and who are paid directly by the Authority. (See EP 3.1)

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

- 4.1** All types of actions described in this policy, including the effective date of the salary action, require the approval of the Business Unit Head, the Senior Vice President Human Resources or his/her designee, and the President and CEO or his/her designee. Based on the immediate needs of the business, the SVP Human Resources may approve actions be processed in advance of the President and CEO's signature. All requests require a summary of the reason for selection, change in role and responsibilities, succession planning actions, and/or relevant information justifying

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements

the action.

- 4.2** Any salary action varying from the guidelines of this policy requires documentation, justification, and majority approval from the Compensation Committee and the President and CEO. The justification must contain a detailed explanation for the request. Requests that are insufficient will be returned for further justification or denied.
- a) The Compensation Committee requires a minimum of three participants. It is made up of the Business Unit Heads that report directly to the President and CEO. The Business Unit Head directly involved in the salary action request and the Senior Vice President Human Resources, who is required to approve all actions (see 4.1), shall not serve on the Compensation Committee.
- 4.3** Any action affecting the hiring of or promotion to Vice President or higher also requires notification to the Trustee's Governance Committee.
- 4.4** The Trustees and the Governance Committee will receive a quarterly report of all salary actions implemented in the prior quarter.

5 POLICY IMPLEMENTATION

5.1 Annual Merit Increase

- 5.1.1 Annual merit increases are intended to provide recognition and reward for performance within the parameters of NYPA's annual salary budget. However, neither an annual salary budget nor an annual performance assessment is a guarantee that a salary adjustment will occur.
- 5.1.2 An employee's performance rating summarizing his/her annual performance will be taken into consideration for annual merit purposes and ensures that an employee is considered for a salary adjustment.
- 5.1.3 Eligibility:
- a) Only employees who receive a performance rating of Meets Expectations or better (see Performance Instructions on the Mosaic Central page of the PowerNet for ratings definitions), are provided consideration for an annual merit increase. Increases provided to employees rated 'Below expectations' require justification.
- b) No annual merit increase will be given to employees who earn a performance rating of Does Not Meet Expectations.
- c) Employees whose date of hire is within the six months prior to the Annual Merit increase effective date will not be eligible for that year's increase.
- 5.1.4 Timing:

- a) Effective dates of annual merit increases are at the discretion of senior management and will be announced each year as business needs allow.
- b) In the case of employees on approved leaves of absence, the effective date of increases may be adjusted (see section 5.1.6).

5.1.5 General Guidelines:

- a) Base salaries of employees who earn a performance rating of Above Expectations or Meets Expectations can reach the maximum of the grade range for their job, but cannot exceed it. Should an employee's base salary reach the maximum of the grade range or beyond, recommendations to go over must have appropriate approvals as specified in section 4.2. If the maximum of the grade range is exceeded by the recommended salary increase, then the portion of the increase in excess of the maximum will be granted in the form of a pensionable lump sum payment which does not become part of base pay and must be re-earned each year.
- b) Base salaries of employees who earn a performance rating of Outstanding may exceed the maximum of the grade range by 4%. If the recommended salary increase exceeds 4% above maximum, then the portion of the increase in excess of the maximum will be granted in the form of a pensionable lump sum payment which does not become part of base pay and must be re-earned each year.
- c) If an employee is under the minimum of the grade range for his/her job and has a performance rating of Meets Expectations or better, an adjustment to minimum will be given prior to the Merit increase, unless a plan is already in place to progress the salary to the minimum of the range.

5.1.6 Approved Leaves of Absence:

- a) Performance Assessments - Annual performance assessments should be based on performance in the previous assessment year, regardless of the length of time the employee was on approved leave.
- b) Effective Date of Salary Increase - is determined upon the employee's return to work. If the employee returns from an approved leave of three months or less, the Merit increase will be effective retroactive to the common Merit Increase date. If the approved leave is longer than three months, the Merit Increase will be effective on the date the employee returns to work, unless proscribed by any other policy, state or federal law.
- c) In neither situation will the amount of the increase be affected by the leave.

5.2 Promotional Increases

- 5.2.1 Assignment of an employee to a position of one or more grades higher may be accompanied by an increase in salary of up to 10%. A current performance assessment needs to be on record for employees recommended for promotion. An employee's position in a grade range should reflect proficiency for the expectations of the level of the role. The lower third is entry range, people new to the field, less skilled performers. Median range is skilled performers/experienced for the level of work defined. Upper third range is consistent top performers and critical skill/experts.
- 5.2.2 When a 10% promotional increase does not bring the employee's salary to the minimum of the new grade range, or creates equity concerns (see section 5.8), the employee may receive a larger increase with approval of the Compensation Committee (see section 4.2). Increases over 10% may result in the increase being spread out over a defined period of time and based on continued performance of Meets Expectations or better.
- 5.2.3 Types of Promotions:
- a) Competency: Competency promotions are based on defined essential knowledge, skills, and abilities for a certain level of work. An individual needs to demonstrate their ability to meet these requirements and management needs to provide a business need for this level of work. A Job hierarchy needs to be in place for a competency promotion to be implemented. Competency promotions for the upcoming year will be planned for in the merit planning cycle. They will be implemented in the following year on common dates determined and announced at the beginning of the year.
 - b) Organizational Promotion (backfill or new role): Employee is assigned a different job in order to fill an open or newly created position with expanded responsibilities at a grade higher than the employee's current position. These will be implemented at the time a candidate is identified for the position.
 - c) Re-evaluated position: When a business need drives a change in work or a reorganization results in a job having expanded responsibilities and increased level of competency, a job analysis should be requested by the Business Unit Head and forwarded to the Human Resources Compensation Group in order to assess supporting a higher grade range (see section 5.6.3).

5.3 Skill Adjustments

- 5.3.1 A skill adjustment allows managers to recognize consistently demonstrated growth of an employee in a role and may include an increase in salary of up to 6%. An employee's position in a grade range should reflect proficiency for the expectations of the level of the role. The lower third is entry range, people new to the field, less skilled performers.

Median range is skilled performers/experienced for the level of work defined. Upper third range is consistent top performers and critical skill/experts.

- 5.3.2 Skill adjustments should not occur for an individual more than three times within a grade level.

5.4 Lateral Transfer

- 5.4.1 A lateral transfer occurs when an employee moves from one job to another which has the same grade level, but may be in a different pay structure (e.g. Support-I, Utility - U, Engineering/Science/Attorney - X).
- 5.4.2 In the case of lateral transfers, a skill adjustment may be considered based on the criteria in 5.3.1.
- 5.4.3 Moves that are part of a development plan or program or job changes that are part of a specific work project may be considered for a skill adjustment.

5.5 Demotions

- 5.5.1 A demotion may occur as the result of inadequate employee performance which leads to the employee being assigned to a new job that is one or more grades below the current grade and may include a reduction in salary.
- 5.5.2 Employees demoted and whose salaries are above the maximum of the new grade range may have their salaries reduced to no more than the maximum of the new grade range.

5.6 Job Descriptions

- 5.6.1 Each Business Unit head, or their designee, is responsible for ensuring that the management jobs in their organization have accurate and up-to-date descriptions on record with the Human Resources Compensation group. Substantive changes (increased or decreased) in the primary responsibilities, scope, and/or minimum qualifications must be communicated to the HR Business Partner and Compensation group. Based on the revised description, the Compensation group, with the input of management, reviews and evaluates the job against both the marketplace and internal comparable positions.
- 5.6.2 Recommendation for changes to any job based on the evaluation are coordinated with and approved by the respective Business Unit Head(s) for departments in which the job exists.
- 5.6.3 An evaluation may result in a change in grade. If a job is re-evaluated upward due to a significant change in job content, consideration may be given to granting a promotional increase as previously defined and outlined in Section 5.2.3 b.

- 5.6.4 Employees whose positions are re-evaluated and downgraded and whose salaries are greater than 4% above the maximum of the new grade range may have their salaries reduced to 4% above the maximum of the new grade range, otherwise salaries will not be adjusted based on a downgrade in the job.

5.7 First Line Supervisor (FLS) Differential

To prevent inequities between bargaining unit employees, or equivalent jobs in non-union facilities, and their supervisors, FLS jobs shall generally be paid a minimum of five percent (5%) above the annual base rate of pay of the highest paid supervised bargaining unit employee (or equivalent job). This differential applies only to those FLS who achieve an annual Performance Plus rating of Meets Expectations or better for their prior year's performance.

5.8 Market / Equity Adjustments

- 5.8.1 Upon the recommendation of the Human Resources Compensation group, an adjustment to base salary may be permitted to achieve internal and/or market equity.
- 5.8.2 Only employees who earn a performance rating of Meets Expectations or better are eligible for a market or equity adjustment.
- 5.8.3 External market adjustments are reviews of NYPA job grade ranges and average salaries to market rates. These are reviewed during the annual merit planning cycle. If a Business Unit head approves, a review may be conducted outside of the annual cycle to review a job hierarchy's positioning.
- 5.8.4 Internal equity adjustments are reviews of peer groups (e.g., same grade and geographic region or same grade, job family and geographic region) to review consideration of comparable pay. Overall, an equity review is conducted once a year after each annual salary cycle. Equity is also taken into consideration when making salary recommendations.

5.9 Timing of Salary Actions

- 5.9.1 With the exception of the annual merit increase, at least six months must elapse between any *other* salary actions, inclusive of date of hire.
- 5.9.2 The Compensation group, each year, will provide a calendar of common effective dates for skill adjustments, organizational and competency promotions, and job re-evaluations. These transactions will be frozen during the annual merit increase planning cycle.
- 5.9.3 Reorganizations, backfilling of positions, filling new positions and demotions will be acted upon at any time during the year. Unless specifically noted, effective dates of such actions will be on the first day of the pay period on or after final approval from the President & CEO, or their designee.

5.10 Sign-On & Retention

- 5.10.1 Special incentives for the purpose of attracting or retaining staff may be recommended for VP and above levels or Engineering, Environmental, Generation Resource Management Traders, Technical Compliance, and IT Utility positions (grade 07 and above).
- 5.10.2 Incentives may be offered up to 10% of the midpoint of the job grade and include a 2 year full repayment agreement in the event of voluntary resignation or termination for cause.
- 5.10.3 All special incentives within this section require the approvals specified in section 4.2. VP and above require the additional approval of the Governance Committee.

5.11 Incentive Pay

- 5.11.1 An incentive is a lump sum award paid in recognition of the extraordinary achievement of an individual or a group on special projects or in unique situations that are critical to NYPA.
- 5.11.2 An incentive plan may be developed upon the recommendation of the Business Unit Head accountable for the results, the Senior Vice President Human Resources, and the President and CEO or his/her designee.
- 5.11.3 An incentive plan may be developed:
 - a) Before the start of a project, based on a pre-determined set of measures associated with the project goals and announced to those employees who are eligible, or
 - b) After exemplary completion of an extraordinary project that evolved during a given year.
- 5.11.4 Criteria for such an award must include extraordinary tangible benefits to NYPA such as reduced costs or increased revenue.

6 VIOLATIONS

N/A

7 REFERENCES

EP: 3.1 Management Employee Categories and Eligibility for Benefits [Powernet – Quick Links – Employee Policies – EP 3.1]

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Year

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	2/8/2019
Executive Owner	Saslow, Karina	1/28/2019
Content Owner	McDonnell, Robyn	1/28/2019

Title: Education Assistance Program

Document Type: Employee Policy

Document Number: EP 3.6

Revision Date: 8/6/2019

Final Approver: *Pizzo, Kristine*
EVP Chief HR & Administrative Officer

Executive Owner: Kalashian, Steven
VP HR & Organizational Development

Content Owner: Nayyar, Pooja
Director Organizational & Talent Develop

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Education Assistance Program

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
8/6/2019	12	Revised scope to align to eligibility section, revised performance rating descriptors, clarified fee eligibility does not include penalty fees, clarified commitment period, clarified Tax Implications Section Annual Review: revision cycle changed from every year to every other year	1, 2, 5.13, 5.2, 5.3, 5.4 8	Pooja Nayyar Director, Organizational and Talent Development
5/13/16	11	Clarified which employees are eligible Added additional definitions and clarified eligible courses/institutions Clarified reimbursement for courses taken during FMLA Medical Leave Allow employees to receive 100% reimbursement for education relating to any NYPA career field. Reimbursement limit no longer based on seasons, reimbursement allotment now has calendar year maximum; reimbursement allowed for individual course or courses that lead to a degree program	2, 5.1 3 5.1.5 5.2	Helene Raps-Beckerman Employee Development Manager

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS** where you will find a statement which pertains to all Employee Policies including this one.

1 PURPOSE AND SCOPE

The Authority is committed to helping its Management Employees pursue professional growth and development. It encourages the use of the Education Assistance Program for courses leading to an undergraduate or graduate degree or a certificate program that is of mutual benefit to employees and the Authority for a current / future position or assignment.

2 APPLICABILITY

This policy applies to all eligible full-time or part-time Management Authority employees and Management transitional employees who have been employed by NYPA for 6 months; and who maintain a performance rating of "meets expectations" or better. Generally, employees who receive a performance rating of "below expectations" or "does not meet expectations", or are on personal leave are not eligible to receive benefits under this program.

Provisional employees, temporary employees, interns, cooperative employees, contingent workers, consultants, independent contractors, and 1099 workers are not eligible for the Education Assistance Program. (See EP: 3.1, Salaried Employees' Eligibility for Benefits, for definitions of employee categories.)

This policy does not apply to education or certifications paid for through an employee's respective department.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Certificate Program – A certificate program means an advanced program sponsored by a college or university leading to the award of a specialized certificate. It does not include stand-alone courses such as Dale Carnegie and others.

CLEP – College Level Examination Program

Management Employee – a salaried non-bargaining unit employee

FMLA – Family and Medical Leave Act

Commitment Period – the continuous time period during which an employee must maintain employment with the Authority after participating in the education assistance program. This commitment period is at least one year for undergraduate degree programs, two years for graduate programs, and 6 months for certificate programs.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted herein.

5 POLICY IMPLEMENTATION

5.1 Eligibility

In order to be eligible to receive the benefits of the Education Assistance Program, the degree or certificate/certification program must be obtained from an institution accredited by the Department of Education. Courses that are not part of a degree or certificate program are not covered by the Education Assistance Program; those costs may be covered by approved individual Business Unit budgets. Education assistance from an institution accredited by the Department of Education must either support or improve

skills required for:

- (1) the employee's current position; or
- (2) a potential future assignment with the Authority.

- 5.1.2 An employee is not eligible to be reimbursed for education assistance if the classes end after the employee is terminated. An employee must be a NYPA employee before the class or program begins and must be employed on the last day of the approved class or program.
- 5.1.3 All course work and class attendance must be outside an employee's normal working hours. Generally, employees are not eligible for reimbursement for courses started after they receive a performance rating of "below expectations" or "does not meet expectations". Courses started prior to receiving a rating of "below expectations" or "does not meet expectations" will be reimbursed. Employees will be eligible for reimbursement once again for courses started after they achieve and maintain a performance rating of at least "meets expectations" or in instances when supervisors determine that the performance of employees with a rating of "below expectations" has sufficiently improved.
- 5.1.4 Courses started prior to an employee's employment date, or while on a non-FMLA medical leave or a personal leave without pay, are not eligible for reimbursement. Courses that are completed after an employee's termination, or while on a non-FMLA medical leave or personal leave without pay, are not eligible for reimbursement.
- 5.1.5 Courses started prior to an approved FMLA medical leave are eligible for reimbursement at the discretion of an employee's immediate supervisor, Human Resources, and the Law Department. Approval for courses started during an approved FMLA medical leave will not be unreasonably denied.

5.2 Reimbursement for Expenses

- 5.2.1 Employees are responsible for payment of tuition and required fees when registering for courses at eligible institutions. Tuition and eligible fees will be reimbursed only after successful completion of the course(s) at a minimum grade level of "C" or its equivalent or a "P" in a pass/fail course (pass/fail reimbursement is limited to two courses per degree curriculum). If requested, Human Resources will provide a school with verification of an employee's eligibility for the program. For employees that are approved for Education Assistance as of the effective date of this policy, reimbursements are based on a calendar year maximum as follows:
 - 1. Certificate/Certification programs \$5,000
 - 2. Undergraduate programs \$10,000
 - 3. Graduate Programs \$15,000
- 5.2.2 For all eligible courses, the Authority will reimburse 100% of tuition, books, lab and computer fees, and mandatory course registration fees up to the maximum annual reimbursement. Note that late registration fees or other penalties will not be reimbursed. Employees who receive financial aid, such as a scholarship, grant or reimbursement

from any alternate source are required to report it and the amount on the Education Assistance Program Reimbursement Request Form. This amount will be deducted before computing the allowable reimbursement.

5.3 Reimbursement to the Authority

All benefits under this Policy are dependent upon the employee maintaining employment with the Authority for the education assistance commitment period. This commitment period is a continuous period of at least one year for undergraduate degree programs, two years for graduate programs, and 6 months for certificate programs. The commitment period will commence at the end of the program. If the employee leaves the Authority's employment before the end of the commitment period (for a reason other than a reduction in force), the employee must repay in full all monies expended by the Authority on behalf of the employee in connection with this policy for the applicable degree or certificate program.

5.4 Tax Consequences

- 5.4.1 For undergraduate and graduate level courses and certificate/certification, the IRS allows the first \$5,250 in employer- reimbursed education assistance in a calendar year to be considered as non-taxable income. Education assistance above \$5,250 per year may qualify for "favorable tax treatment" as a working condition fringe benefit, as defined in IRS Publication 15-B Employer's Tax Guide to Fringe Benefits. Requests for favorable tax treatment will be forwarded to the Law Department, which when necessary, will confer with the Accounting Department to determine if the education assistance qualifies for exclusion as a working condition benefit.
- 5.4.2 While the Authority may initially determine that an employee's education assistance reimbursement is not taxable income, the Internal Revenue Service's decision is controlling in such circumstances, and the Authority disclaims any responsibility for additional taxes, assessments, fines, or penalties imposed by the IRS. Employees are advised to consult with their own qualified tax professional.
- 5.4.3 Note that any tax consequences listed above are subject to changes in tax laws.

6 VIOLATIONS

Employees who fail to report amounts of financial aid or any other type of reimbursement on the reimbursement form, will be liable for return of the reimbursement award, and face possible exclusion from future Education Assistance Program eligibility.

Any falsification or misrepresentation of information will result in the denial of education assistance or liability for reimbursing any amounts awarded by the Authority.

Employees who knowingly fail to report amounts of financial aid or otherwise misrepresent or fail to include required information on the Education Assistance Program Reimbursement Request Form will be subject to performance consequences, including disciplinary action up to termination of employment.

7 REFERENCES

- 7.1 [IRS Publication 15-B Employer's Tax Guide to Fringe Benefits](#)

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements

7.2 [Education Assistance Procedure EP-Pro 3.6](#)**8 POLICY REVIEW AND EXPIRATION**

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Other Year

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	8/6/2019
Executive Owner	Kalashian, Steven	7/9/2019
Content Owner	Nayyar, Pooja	6/25/2019

Title: Education Assistance Procedure

Document Type: Procedure

Document Number: EP-Pro 3.6

Revision Date: 7/9/2019

Final Approver: *Kalashian, Steven*
VP HR & Organizational Development

Content Owner: Nayyar, Pooja
Director Organizational & Talent Develop

Education Assistance Procedure

Note: Revision # should be listed in descending order starting with most recent version at the top

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
7/9/2019	1	Added definition for "reimbursement" clarified fee eligibility does not include penalty fees, and included timeline for reimbursement of 2 pay periods	3, 5.2	Pooja Nayyar Director Organizational & Talent Development
5/16/2016	0	Original Issue	N/A	Helen Raps-Beckerman

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1 PURPOSE AND SCOPE

This procedure establishes the education assistance process as defined in the Education Assistance Program EP 3.6.

2 APPLICABILITY

This procedure applies to eligible employees described in the Education Assistance Program 3.6

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Reimbursements – Amount refunded for costs incurred related to the degree or certificate program in question.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted herein.

5 PROCEDURE IMPLEMENTATION

5.1 Approval

- 5.1.1 Approval for the degree or certificate program must first be obtained by an employee's immediate supervisor by completing the "Pre-Approval Application-Education Assistance Program" form prior to the start of the course. Approved requests should be forwarded to Human Resources by the facility Human Resources Representative for final determination of eligibility for the Education Assistance Program.
- 5.1.2 Approval for education assistance is contingent upon review that the degree or certificate program supports or improves skills required for (1) the employee's current position or (2) a potential future assignment with the Authority. Supervisors who approve an education assistance program application should include the skills the employee will learn in the degree or certificate program in the Developmental Plan section of the employee's performance review.
- 5.1.3 All Site HR Managers may discuss all education reimbursement matters with their Regional Manager prior to approval, however, formal approval is not required.
- 5.1.4 Completion of a degree or certificate program is not a guarantee that there is an available position for the employee.
- 5.1.5 Rejected requests will be returned with the reason for disapproval.
- 5.1.6 If the application is approved, employees will receive their reimbursement in a subsequent paycheck following the completion of the course.

5.2 Reimbursement Process

5.2.1 If the degree or certificate program is approved and to receive reimbursement, a completed Education Assistance Program Request for Reimbursement Form must be submitted to Human Resources, along with the following items, no later than thirty (30) working days following receipt of evidence of satisfactory course completion: (all related forms can be found on the PowerNet)

- a. an itemized bursar's receipt for tuition and eligible fees paid (note that late registration fees / other penalty fees will not be reimbursed);
- b. a grade report, official transcript or certification of completion of the course(s) documenting a grade of "C" or better, or a "P" in a pass/fail course(s);
- c. a sales receipt with book titles and prices itemized by the bookstore (not including shipping fees);
- d. original documentation indicating completion of a review course, if applicable;
- e. original documentation from school itemizing necessary supplies for a graduate level thesis/dissertation and an original sales receipt for the supplies, if applicable;
- f. copy of degree / certificate after completion of course curriculum.

5.2.2 If an employee transfers to a new school or to a new degree or certificate program, a new Application for Education Assistance must be approved.

5.2.3 Please allow up to two (2) pay periods for reimbursement

6 VIOLATIONS

Violations of this procedure and related policies and procedures by employees may result in disciplinary action up to and including termination. Violations of this procedure by contractors and other authorized third parties may result in the revocation of such party's access to NYPA's premises and/or electronic access to its systems, and the termination of such party's contract for services. In addition, where the conduct engaged in is illegal, violators may be subject to prosecution under applicable federal, state or local laws.

7 REFERENCES

- 7.1 [Education Assistance Program EP 3.6](#)
- 7.2 [Pre-Approval Application-Education Assistance Program form](#)
- 7.3 [Education Assistance Program Reimbursement Request form](#)

8 PROCEDURE REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision cycle: Every Other Year

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Kalashian, Steven	7/9/2019
Content Owner	Nayyar, Pooja	6/25/2019

Title: Termination Dispute Resolution

Document Type: Employee Policy

Document Number: EP 4.3

Revision Date: 5/6/2019

Final Approver: *Pizzo, Kristine*
EVP Chief HR & Administrative Officer

Executive Owner: Pollack, Rani
Director HR & Employee Relations

Content Owner: Bodolato, Diana
Employee Relations Specialist

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Termination Dispute Resolution

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
	11	Added "Authority-initiated" termination Updated Applicability section Removed irrelevant definitions Clarified that review committee's written determination will be forwarded Deleted irrelevant references	1 2 3 5.1.2 7	Rani Pollack Director, HR & Employee Relations
5/6/2019	10	Uploaded information to a new format. This policy had nine (9) revisions under the old format. Changed title to "Termination Dispute Resolution" from "Dispute Resolution" Deleted- dispute resolution option for policy and performance review concerns which can be addressed through EP 4.2, Performance Improvement or with Human Resources Added- the Committee may reach out via a scheduled telephone conference call to the former employee if they have questions or additional detail is	N/A N/A Multiple sections 5.1.2	Rani Pollack Director, HR & Employee Relations

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		necessary.		

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS** where you will find a statement which pertains to all Employee Policies including this one.

1 PURPOSE AND SCOPE

Termination Dispute Resolution is an internal process that Management employees may use to appeal their Authority-initiated, for cause terminations of employment.

2 APPLICABILITY

This Policy applies to all Management Authority employees below the level of Vice President whose employment has ended due to an Authority-initiated, for cause termination. This policy does not apply to Temporary employees.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

EMC- Executive Management Committee

Management- non-union employees

Temporary Employees- Employed for a period of not more than one year (from date of hire) unless approval to extend employment for an additional period is received from various management employees, including the Human Resources Department Head and the Budget Department.

For Cause Termination- Terminations due to reasons such as poor performance, misconduct, violation of policy or NYPA's Code of Conduct.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

5.1 Termination Dispute Resolution

- 5.1.1 If a terminated employee wishes to appeal that decision, he/she must submit a detailed written description and any supporting documentation explaining the issue(s) to the EVP, Human Resources no later than five business days following notification of termination. This submission must be received, or have a postmark date, by the 5th business day subsequent to the termination date.
- 5.1.2 For termination dispute resolution, a Review Committee will be convened consisting of three EMC members as selected by the President or designee and will not include the EVP, Human Resources or any EMC member that is involved in the termination decision. The Committee will review the former employee's submission, as well as any other documents relevant to the decision to terminate the employee. If the Committee has questions for the former employee, the Committee will reach out to the former employee via a scheduled telephone conference call. Thereafter, the Review

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Committee's written determination will be forwarded to the former employee, regarding the outcome of the dispute resolution process.

- 5.1.3 The Review Committee's decision is final and will conclude the Authority's review of the termination.

6 VIOLATIONS

N/A

7 REFERENCES

N/A

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Other Year

9 ATTACHMENTS

N/A

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	5/6/2019
Executive Owner	Pollack, Rani	5/3/2019
Content Owner	Bodolato, Diana	5/3/2019

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Title: Attendance and Flexible Hours

Document Type: Employee Policy

Document Number: EP 4.6

Revision Date: 10/8/2019

Final Approver: *Pizzo, Kristine*
EVP Chief HR & Administrative Officer

Executive Owner: Pollack, Rani
Director HR & Employee Relations

Content Owner: Bodolato, Diana
Senior Employee Relations Specialist

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Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Attendance and Flexible Hours

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
10/8/2019	12	Added- only under extraordinary situations will the transmission and generation facilities be closed Added- emergency notification system phone number Added - employees should update emergency contact information in MyPageNYPA as needed Added- how/when emergency closures will be determined and communicated Clarified- employees are required to use paid time off if they had a pre-scheduled absence on the day of an emergency closing Added- employees should use good judgment when deciding to travel to work in adverse conditions.	5.4	Rani Pollack Director, HR & Employee Relations

11/1/2016	11	All employees maintaining a “meets expectations” or better performance review rating are eligible, at management’s discretion, for flex time schedule participation unless an employee’s grade/title falls within the established exceptions.	5.3	Rani Pollack Director, HR & Employee Relations
		Clarified- More than one absence in a pay period disqualifies flex time schedule participation during that pay period.	5.3	
		Work from home section added with associated parameters	5.5	
3/18/2016	10	Uploaded information to a new format. This policy had nine (9) revisions under the old format.	N/A	Rani Pollack Director, HR & Employee Relations
		Defined- flexible hours and flex time schedules	3	
		Deleted- section requiring employees to be present on their last day of work. This verbiage is duplicated in the “Separation from Service” policy.	5.2	
		Clarified- In order to participate in flex time schedules during a given pay period, employees must not be absent two days or more in a given payroll period.	5.3	
		Added- Employees’ participation in the flex time schedule is contingent on satisfactory job performance and is at managers’ discretion.	5.3	
		Added- Employees’ pre-scheduled absence on the day of an emergency closing will remain as planned when requested off.	5.4	

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS** where you will find a statement which pertains to all Employee Policies including this one.

1 PURPOSE AND SCOPE

To ensure an efficient and productive work environment, this policy establishes hours of daily work, workweek, flexible hours, punctuality guidelines, and guidelines for reporting to work in the event of inclement weather, transportation or other emergency situations for Management employees. The work hours, workweek and lunch schedules may vary at different NYPA work locations.

2 APPLICABILITY

This policy applies to all Management employees. NYPA expects all employees, regardless of location, to assume responsibility for their attendance and promptness, and to begin work no later than their designated start time. Employees should anticipate that NYPA work locations will be open every workday.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

EAP- Employee Assistance Program

EMC- Executive Management Committee

FLSA- Fair Labor Standards Act

Flexible hours- The daily hours of work may vary based on department needs. The typical workday may begin anytime between 7:00am and 9:30am.

Flex time schedules- A pre-arranged work schedule approved by management allowing an employee to take one day or a half day off within the pay period when an employee works their required hours within that same pay period.

Management- Non-union employees

Non-exempt employee- One whose job duties do not meet the established tests for exemption under certain wage and hour laws of the Fair Labor Standards Act, as enforced by the U.S. Department of Labor.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the EVP Chief Human Resources and Administrative Officer unless otherwise noted herein.

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

5 POLICY IMPLEMENTATION

5.1 Work Hours and Workweek

5.1.1 If an employee works in the White Plains or Albany Office:

- a) The daily hours of work may vary based on department needs. This is defined as "flexible hours." The typical workday may begin anytime between 7:00am and 9:30am.
- b) The workweek shall consist of five workdays (in a seven-day period) of seven and a half hours each day, exclusive of mealtime.
- c) A lunch period is normally provided between the hours of 12:00 pm and 2:00 pm, unless adjusted by an employee's supervisor, and generally ranges between 30-60 minutes.

5.1.2 If an employee works at a location where NYPA generation or transmission facilities are operated or maintained and the normal workweek is 40 hours, the following shall apply:

- a) For Management employees, the daily hours of work shall be determined by the Regional Manager or the person otherwise responsible for the work location. The typical workday may begin anytime between 7:00am and 9:00am.
- b) The workweek shall consist of five workdays, (in a seven-day period) of eight hours each, exclusive of mealtime, and shall be determined by the Regional Manager or the person otherwise responsible for the work location.
- c) Management employees' mealtime shall be determined by the Regional Manager or the person otherwise responsible for the work location.

5.1.3 Management employees who work in areas requiring 24/7 coverage may be on 12 hour shift rotations, with schedules based on 2,080 hours for the year.

- a) Schedules will be determined by the requirements of the department at the location and approved by the Regional Manager (sites) or Department Head.
- b) Various schedule rotations will result in an average of 40 hours per week over the course of the rotation (e.g. a 5 week rotation of: 48-36-36-48-32 hours per week for a total of 200 hours) and exempt employees are paid a base 80 hours per pay period, regardless of the scheduled hours in the period. Non-exempt employees are paid for the hours they worked.
- c) Pay for exempt employees scheduled hours is at straight time inclusive of Holiday, Sick, Vacation, etc. [See EP 2.4 Management Non-Exempt and Facility-

Based Exempt Overtime for additional information regarding hours outside of scheduled shift.]

- d) Holidays, including floating holidays, are included in the 2,080 work hours in the year. For exempt employees on a 12 hour shift, holidays are adjusted to the equivalent hours based on the 12 hour days. [e.g. if there are 14 eight-hour holidays in the holiday schedule, Management employees on 12 hour shift will be adjusted to 9 twelve-hour holidays and 1 eight-hour floater.]
- e) Holidays that do not fall on a scheduled day in the rotation are moved to the nearest scheduled day. It is at supervisor's discretion as to whether or not the employee has to work this day or take the holiday based on available coverage.

- 5.1.4 The payroll period for a workweek at some locations may be Thursday through the following Wednesday, or Sunday through the following Saturday.

5.2 Guidelines

- 5.2.1 Employees are expected to report for and remain at work during the daily hours as established by the applicable employing department or location except for meal periods.
- 5.2.2 Adherence to the flexible hours schedule will be enforced by the manager or supervisor. An employee may not switch his/her flexible hours schedule without prior approval by his/her manager or supervisor.
- 5.2.3 When an employee is late, he/she is required to communicate with his/her supervisor to discuss the reason for the tardiness in advance of start time if possible. Lateness is not charged against sick, vacation, or floating holidays unless a half day or more is taken.
- 5.2.4 If the tardiness is not excusable, the employee's supervisor should document the occurrence. Specific guidelines for dealing with performance problems are established in EP 4.2, Performance Improvement. Documented cases of excessive absenteeism, tardiness, or requests to leave early may result in the application of vacation time for such events and/or disciplinary action in accordance with EP 4.2.

5.3 Flex Time Schedules

In an effort to offer employees work-life balance solutions, NYPA offers flex time schedules to allow one day or a half day off within a two week pay period as follows:

- a) All employees maintaining a "meets expectations" performance review rating or better are eligible, with management's discretion, for flex time schedule participation except employees in grades 12 and above.
- b) Employees can only take one full day or one half day off within the pay period when an employee works their required hours within that same pay period. All flex days must be recorded in the time and attendance system.

- c) Employees requesting participation in the program must submit a schedule indicating the hours to be worked as well as his/her flex time period to his/her manager for pre-approval, reference and planning. If the flex schedule is approved, every attempt must be made to adhere to that schedule (any deviations must be pre-approved by the employee's supervisor).
- d) Flex time schedules are not guaranteed and may be altered as necessary to accommodate the business needs of each Business Group/Unit and/or department. Employees' participation in the flex time schedule is contingent on satisfactory job performance and is at managers' discretion.
- e) The work schedule of an employee holding a position designated as non-exempt under the FLSA cannot exceed 40 hours in any given week as a result of an employee working an approved flex time schedule. If overtime is incurred **as a result of working flex time**, the employee's flex time privileges may be suspended or revoked at management's discretion. Employees must obtain prior approval before working overtime (see EP 2.4).
- f) All employees, including those working a flex time schedule must take at least a half hour lunch period.
- g) Total hours worked within a given pay period must be no less than 75 hours or 80 hours (whichever is applicable) and must correspond to a two week pay period (Monday-Friday).
- h) Employees who participate in a flex time schedule may have one absence from work (such as sick, vacation, floating holiday, holiday, jury duty, FMLA, etc.) during a pay period. More than one absence in a pay period disqualifies flex time schedule participation during that pay period.
- i) An employee's participation in this program may be discontinued at any time at the discretion of the employee's supervisor, manager, or Business Unit head.

5.4 Office Closing Due to Inclement Weather or Emergencies

5.4.1 Unless notified otherwise, employees should anticipate that NYPA offices will be open. Only under extreme weather conditions or other emergency situations would the White Plains Office, Albany Office, and/or administrative offices at the sites be closed. Only in extraordinary circumstances would a generation or transmission facility be closed.

5.4.2 Office closings will be announced generally during non-working hours via the NYPA emergency notification system (email, text, call) or an employee may call 914-681-6200 and choose Option 6.

5.4.3 To ensure employee contact information is up to date, employees should visit MyPageNYPA to update personal contact information as needed in order to receive phone, text, and email office closing notifications.

5.4.4 If conditions at either the White Plains or Albany Office warrant closing, the Human Resources Department Head, after consultation with Emergency Management and the President and Chief Executive Officer or designee, will contact the EMC members to advise of the decision to close. EMC members should then notify their respective staff. Managers should ensure that their staff is aware of the office closing.

5.4.5 If conditions at administrative offices at one or more sites (Generation or Transmission), warrant closing, the Chief Operating Officer with the President and CEO or designee, and Emergency Management, will contact the EMC members to advise of the decision to close. EMC members should then notify their respective staffs. Managers should ensure that their staff is aware of the office closing.

5.4.6 Employees with a pre-scheduled absence on the day of an emergency closing will be required to use time off as planned.

5.4.7 Safety is NYPA's priority and employees should use good judgment when deciding to travel to work in adverse conditions. If an employee expects to be late due to inclement weather, difficult transportation conditions or any other reason, he/she must notify his/her supervisor of the delay and expected arrival time as soon as possible.

5.4.8 If an employee decides not to come to work due to inclement weather, his/her immediate supervisor must be notified as soon as possible. In that instance, the absence must be charged to an employee's accumulated vacation time or floating holidays (accumulated sick time cannot be charged).

5.5. Work from Home

Work from home instances may be considered in certain circumstances, on a limited basis, such as when a manager requests it based on business needs, travel arrangements or mutually agreed upon by an employee and his/her department manager; or mandated by an approved reasonable accommodation request (see CP 1-4).

5.6 Records of Attendance

Records of attendance shall be maintained for all employees at all NYPA locations through completion of a time report, which is documented through NYPA's time and attendance tracking system. Supervisors or their designees must review and approve all time entries before such entries are transmitted to Payroll.

6 VIOLATIONS

Falsification of any records of attendance or failure to enter or approve exception time may result in disciplinary action up to and including termination.

7 REFERENCES

- 7.1 EP 2.4 Management Non-Exempt and Facility-Based Exempt Overtime - PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures
- 7.2 EP 4.2 Performance Improvement - PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures
- 7.3 CP 1-4 Reasonable Accommodation in Programs and Services for People with Disabilities - PowerNet → Quick Links → Policies & Procedures → Company Policies

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Other Year

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	10/8/2019
Executive Owner	Pollack, Rani	9/16/2019
Content Owner	Bodolato, Diana	9/16/2019

Title: Employee Personnel Records

Document Type: Employee Policy

Document Number: EP 5.1

Revision Date: 4/2/2019

Final Approver: *Pizzo, Kristine*
SVP HR & Enterprise Shared Services

Executive Owner: Saslow, Karina
VP Total Compensation & HRIS

Content Owner: Saslow, Karina
VP Total Compensation & HRIS

Employee Personnel Records

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
4/2/2019	4	Clarification of types of document format and history File path to release authorization	5.1 5.2.4 & 7	Karina Saslow VP Total Compensation & HRIS
3/4/2016	3	Converting to new format, there were two (2) prior revisions of this Procedure Clarified Responsibilities Streamlined content of descriptions, added reference to electronic sources of data Clarified history of management performance reviews and added Written Disciplinary Letter to list of documents. Clarified confidentiality/access to records	N/A 4 5.1.4 5.1.4f 5.2.1	Lilla Archer Manager HRIS

Please refer to Employee Policy EP 0.0 NYPA **DISCLAIMERS** where you will find a statement which pertains to all Employee Policies including this one.

1 PURPOSE AND SCOPE

- 1.1** This policy establishes guidelines for the preparation, maintenance, updating, and accessing of all employee personnel records.
- 1.2** It is the policy of the Authority to preserve the privacy of each employee and former employee through proper maintenance, use, and release of information contained in these records. This information is considered confidential business records, and is the property of the Authority. All records are maintained in accordance with applicable New York State and Federal Laws.

2 APPLICABILITY

This policy applies to all employees of the New York Power Authority.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

HIPAA – Health Insurance Portability and Accountability Act

HRIS – Human Resources Information Systems

Management Employees – non-bargaining unit NYPA employees.

MyPageNYPA – Refers to a NYPA secure web-based intranet portal to the employee's own digital record in NYPA's official employee database.

MOSAIC – The Authority's cloud-based Talent Management system.

SAP - The Authority's on premise HR information system.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the SVP, Human Resources unless otherwise noted here in.

HRIS owns the overall management guidelines for employee personnel records.

Facility HR and HRIS for White Plains are responsible for maintaining employee personnel records and access.

5 POLICY IMPLEMENTATION

5.1 Employee Personnel Records

- 5.1.1** Once an individual has been hired, an employee personnel record is established and maintained by the Human Resources Department.
- 5.1.2** The employee personnel record contains information about an employee's service with the Authority. This information may be contained in a combination of electronic and paper form.

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements

5.1.3 Over the course of employment, an employee is responsible for notifying Human Resources of changes in name, address, phone number, marital status, and/or emergency contacts. Access to review and change name, address, contact information, and notification in case of emergency is available to employees via MyPageNYPA – Personal Information.

5.1.4 Employee personnel records include:

- a) Employee Contact Information – contains name, address, contact information, and identifies who to notify in case of emergency. This is retained in SAP and can be updated via MyPageNYPA (see section 5.1.3).
- b) Employee Profile
 - Employment history summary sheet
- c) Employee History
 - Hire documentation – resume, application, offer letter, written copy of verification of prior employment history if applicable and education verification of educational attainment
 - Employee status change forms affecting promotion, demotion, transfer, changes in compensation including annual salary program
 - Resignation letter
 - Exit interview and checklist if available
 - Any union Apprentice agreements and step progression communications
 - Leave of Absence – a copy of email notification with leave of absence start and/or end date.
 - Access to current salary information is also available to employees via MyPageNYPA – Career and Job/Employee Profile
- d) Education
 - Certificates of course completion
 - Degrees
 - Licenses
 - Access to current education/certification information is also available to employees via MyPageNYPA – Career and Job
 - As of 2015, full training records are available to employees via MOSAIC – Learning module
- e) Retirement:
 - Retirement enrollment form

- Retirement system communications (Tier change letters, etc...)
- Benefits Confirmation Statement showing benefits elections is available to employees via MyPageNYPA.

f) Miscellaneous

- Orientation Checklist
- Employee Invention Agreement
- General safety rule declaration

g) Performance Reviews

- For management employees, performance documents after 2014 are in MOSAIC's performance module and are accessible to employees at any time. 2014 and prior performance documents are retained in the employee's file. Prior to revision 13 of the Corporate Records Retention Schedule, dated 8/7/2009, only the most recent three Performance Documents were maintained.
- Recognition letters.
- Performance award letters
- Any union evaluations
- Written disciplinary letters approved by Employee Relations Unit for management employees or in accordance with the collective bargaining agreements at the sites for union employees. Should documentation have an expiration, files should be monitored to ensure such documents are promptly removed upon expiration and employees appropriately notified.

5.1.5 Employee Personnel Records do not include information such as employee relations matters, immigration, Employee Assistance Program information, or any medical documentation.

5.1.6 An employee's benefits plan utilization data is available only from the respective Benefit Vendors on a need to know basis under HIPAA

5.1.7 I-9 Employment Eligibility Verification forms and any other immigration related documents or communications are maintained as a separate record.

5.2 Confidentiality

5.2.1 Employee personnel records are confidential business records and access is restricted to supervisory, human resources, Affirmative Action Officers, and legal personnel on an as needed basis, consistent with business necessity. Employees may request access as described in sections 5.2.3 through 5.2.5 below.

5.2.2 All employee personnel records must be secured from unauthorized access.

- 5.2.3 The Authority will release information in its Employee Records only in response to legitimate authorized inquiries as described in sections 5.2.4 and 5.2.5 of this policy. All verifications and requests for information are handled by Human Resources Employee Services in White Plains or the Facility HR and Facility Labor Relations Representatives in HR at the sites who will work with HRIS, Payroll and other interested parties to respond to the request.
- 5.2.4 Unless otherwise required by law, employees must authorize in writing the release of the following information [release request available at Powernet → Quick Links → Forms → Human Resources → Authorization to Release Employment Information or by contacting HR.Services@nypa.gov]:
- a) employee's current status (active or inactive, last date of employment)
 - b) date of hire
 - c) job title
 - d) salary
 - e) location
- 5.2.5 In the following instances, disclosure of information may exceed that outlined above:
- a) In response to a legitimate request by a properly identified law enforcement authority;
 - b) Pursuant to a statute or regulation requiring such disclosure;
 - c) In response to a lawfully issued summons, judicial order, search warrant, discovery request, subpoena, or written authorization from the employee;
 - d) Pursuant to a collective bargaining agreement providing for disclosure to the individual bargaining representative.

5.3 File Review

- 5.3.1 If an active employee wants to review any portion of their personnel records then he/she should contact the Director Compensation & HRIS at headquarters or the Facility HR Managers or Facility Labor Relations Representative in HR at the site. Upon request, employees will be given the opportunity to review their Employee Records. The Director Compensation & HRIS at headquarters or the Facility HR Managers or Facility Labor Relations Representative in HR at the site should acknowledge and grant requests within a reasonable period of time.
- 5.3.2 Employee Records will be reviewed in the presence of the Director Compensation & HRIS, the Facility HR or Facility Labor Relations Representatives in HR at the site or their designees.

- 5.3.3 The examination of records should be at a time and place mutually agreeable to the employee and the Human Resources representative. The records must remain in the possession of the Human Resources representative and will be reviewed jointly with the employee. Employees may obtain copies of any portion of their Employee Records, but may not alter, modify, or remove any original items contained in the file. Employees may provide a written request to the Director Compensation & HRIS at headquarters or the Facility HR Managers or Facility Labor Relations Representative in HR at the site to have their record amended or corrected in whole or in part. Review of their employment files by Bargaining Unit employees should follow the process negotiated in the contract. If an employee's request to amend/correct his/her personnel record is denied, an employee may appeal the decision in writing to the Authority's General Counsel.

5.4 Departmental Employee Files

- 5.4.1 A Department manager may only maintain within the Department those record copies that may be necessary to perform supervisory functions.
- 5.4.2 With the exception of sections 5.2.4 and 5.2.5, access to such departmental employee files should be strictly limited so that those without authorized access or "need to know" are not able to access these records. This is the responsibility of the personnel record holder.

5.5 Retention of Information

- 5.5.1 Retention is governed by the Corporate Records Retention Schedule. At the end of each year, physical Employee Records of individuals who are no longer employed by the Authority must be forwarded to the Digital Warehouse. Electronic files are moved to the 'Separated' electronic folder of Content Server. The items contained in such files are limited to the items listed in Section 5.1.4 of this policy. Facility HR or Facility Labor Relations Representatives in HR at the site and HRIS personnel are to review such files for their respective locations to ensure conformity to Corporate Records Retention Schedule and bargaining unit retention schedule for disciplinary letters before sending them to the Digital Warehouse for archiving. HR personnel should seek guidance from the Human Resources Department Head, or designee, for the proper disposition of any other personal information that they may have of a separated employee.
- 5.5.2 Employee Records must be retained in accordance with the applicable Corporate Records Retention Schedule.
- 5.5.3 In compliance with CP 1-9, CS-POL-IAM, and CS-POL-DP employee records will be secured and managed in a manner that maintains confidentiality of Personal Identifying Information.

6 VIOLATIONS

N/A

7 REFERENCES

CP 1-9 Personal Identifying Information Privacy Policy [Powernet → Quick Links → Policies & Procedures → Company Policies → CP 1-9]

CS-POL-IAM Identity and Access Management Policy [Powernet → Quick Links → Policies & Procedures → Cyber Security Policies & Procedures → CS-POL-IAM]

CS-POL-DP Data Protection [Powernet → Quick Links → Policies & Procedures → Cyber Security Policies & Procedures → CS-POL-DP]

Corporate Records Retention Schedule – maintained by the Digital Warehouse and available on the Powernet

Authorization to Release Employment Information [Powernet → Quick Links → Forms → Human Resources]

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision Cycle: Every Other Year

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	4/2/2019
Executive Owner	Saslow, Karina	4/1/2019
Content Owner	Saslow, Karina	4/1/2019

Equal Employment Opportunity, Anti-
Harassment and Anti-Discrimination Policy

Title: Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

Document Type: Company Policy

Document Number: CP 1-14

Revision Date: 6/29/2018

President: *Quiniones, Gil*
President & CEO

Executive Owner: Pizzo, Kristine
SVP HR & Enterprise Shared Services

Content Owner: Harvey, Nancy
Dir Office of Civil Rights & Inclusion

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Company Policy Title:
**Equal Employment Opportunity, Anti-
Harassment and Anti-Discrimination Policy**

Company Policy Number:
CP 1-14

Page:
2 of 10

**Equal Employment Opportunity, Anti-Harassment
and Anti-Discrimination Policy**

Note: Revision # should be listed in descending order starting with most recent version at the top.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
6/29/2018	2	Converting to e-Scribe format	N/A	Nancy S. Harvey, Director Office of Civil Rights & Inclusion
		Inserted definition of Director Civil Rights & Inclusion	3	
		Deleted reference to 10 Step Process	7.3 & 5.4	
		References to Affirmative Action Officer replaced with Director, Civil Rights & Inclusion	5.4, 5.6 & 5.8	
		Updated the name of the Complaint Form	9	
	1	Reformatted references	3 & 7.2	Nancy S. Harvey, Affirmative Action Officer II
		Modified the definition of "Retaliation"	3	
		Included "Chief Ethics & Compliance Officer" as an Authority Official	5.6	
		Deletion of extraneous text from prior version	6	
	0	Converting to new format, combining the Equal Employment Opportunity employee policy and the Anti-Harassment and Anti-Discrimination employee policy and changing them from Employee Policies to one new Company Policy	N/A	Nancy S. Harvey, Affirmative Action Officer II

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Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

1 PURPOSE AND SCOPE

1.1 Equal Employment Opportunity

- 1.1.1 The Equal Employment Opportunity (EEO) Act of 1972 established the Equal Employment Opportunity program, which was designed to guarantee fair treatment to all parts of American society without regard to race, religion, age, color, national origin, or sex. The act was aimed at removing all discrimination when it applied to employment.
- 1.1.2 The Authority is dedicated to diversity in the workforce, which includes equal opportunity and treatment, maximizing outreach to and recruitment from diverse communities, broadening the pool of candidates considered for job openings and promotional opportunities, examining diversity recruitment and retention issues, and encouraging diversity in all activities of the Authority.
- 1.1.3 The Authority further recognizes that a person's opportunity to obtain, maintain, or achieve advancement in employment with the Authority bears no relation to a person's actual or perceived protected status.

1.2 Anti-Harassment and Anti-Discrimination

- 1.2.1 Unlawful employee harassment or discrimination is strictly prohibited and illegal under federal, state and local laws. It is the Authority's policy that all employees are responsible for assuring that the workplace is free from unlawful harassment and discrimination. The Authority is committed to providing each employee with a professional atmosphere that promotes equal opportunity and access and is free of discrimination and harassment in accordance with all applicable federal, state and local laws in every location in which the Authority has offices or facilities.
 - 1.2.2 NYPA is committed to preventing discrimination based on a protected status and to taking appropriate action with respect to any and all employees and business partners who engage in discriminatory conduct, as well as executive, supervisory, and managerial personnel who knowingly allow such conduct to continue.
 - 1.2.3 This Policy shall reaffirm that no person employed by the Authority shall discriminate against or harass another person in any matter affecting the hiring, promotion, or termination of employment, potential employment, or the terms or conditions of employment, because of their actual or perceived protected status on the basis of such status.
 - 1.2.4 This Policy also prohibits retaliation for reporting or opposing discrimination, or cooperating with an investigation of a discrimination complaint.
- 1.3 It is also NYPA's Policy to provide reasonable accommodations when appropriate to individuals with disabilities and individuals observing religious practices. **The Reasonable Accommodation Policies can be found on the Powernet → Quick**

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Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

Links → Policies & Procedures → Company Policies → 1-11 or 1-12

- 1.4** Accordingly, NYPA established this Policy to promote diversity and prohibit employment discrimination in its workplace.

2 APPLICABILITY

This Policy applies to all applicants, employees and Business Partners whether related to conduct engaged in by fellow employees or someone connected to Authority business (e.g., an outside vendor, consultant or customer).

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Business partners - any and all volunteers, vendors, customers, contractors, consultants or other business or person providing goods or services to NYPA.

Protected status - an individual's actual or perceived age, sex, race, religion, creed, color, national origin, alienage or citizenship status, sexual orientation, gender identity, military status, disability, genetic predisposition or carrier status, marital or partnership status, or domestic violence victim status. A discussion of each protected status can be found in the handbook: Equal Employment Opportunity Rights and Responsibilities, A Handbook for Employees of New York State Agencies. **The handbook can be found at the Governor's Office of Employee Relations Website → State Employee Resources → Employee Handbook**

Discrimination - treating an individual differently or less favorably because of his or her protected characteristics—such as race, color, religion, gender, national origin, or any of the other bases is prohibited by this Policy.

Harassment - verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her status protected by law that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Sexual Harassment - constitutes discrimination and is illegal under federal, state and local laws. Sexual harassment may include a range of obvious and subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- a) unwanted sexual advances;
- b) subtle or overt pressure\requests for sexual favors;
- c) other verbal or physical conduct of a harassing nature;
- d) display in the workplace of sexually suggestive objects or pictures; and
- e) other physical, verbal or visual conduct of a sexual nature.

NYPA or Authority - the New York Power Authority.

Director, Civil Rights & Inclusion – also serves as the Affirmative Action Officer.

Retaliation - the adverse treatment of an individual because he or she made a discrimination or harassment complaint, opposed discrimination or harassment, or cooperated with an investigation of a discrimination or harassment complaint.

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Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

4 RESPONSIBILITY

- 4.1** All executives, managers and supervisors have ultimate responsibility for overseeing compliance with this Policy at their respective business units and shall act to ensure that access to services and employment opportunities within the Authority are made available to applicants and employees without regard to actual or perceived protected status.
- 4.2** All executives, managers and supervisors shall provide an atmosphere free of harassment and discrimination and must act promptly to eliminate any discrimination or harassment which exists in their area of responsibilities or of which they become aware in accordance with this Policy.
- 4.3** All employees and business partners are responsible for complying with this Policy at all times.

5 POLICY IMPLEMENTATION

- 5.1** NYPA shall conduct mandatory annual training and other programs to inform, educate and train employees about inappropriate workplace behavior and how to avoid such conduct.
- 5.2** This Policy shall be circulated and made available to all job applicants and employees on the PowerNet, by hand, via email and by posting in common areas, as applicable.
- 5.3** All employees and business partners shall be required to comply with this Policy.
- 5.4** NYPA is committed to addressing discrimination and sexual harassment complaints promptly, consistently and fairly. All complaints will be investigated by the Director, Civil Rights & Inclusion promptly and thoroughly

. Confidentiality will be maintained to the extent possible.

- 5.5** The Authority shall take appropriate corrective action, including disciplinary measures to remedy violations of this Policy. Responsive action may include, for example, training, referral to counseling and/or disciplinary action, such as warnings, reprimands, withholding of a promotion or merit increase, reassignment, temporary suspension without pay, demotion, fines and/or termination.
- 5.6** Any applicant, employee, or business partner who observes or experiences discriminatory treatment, workplace harassment or retaliation at NYPA, including by coworkers, or visitors should, as soon as possible, report the matter to the Director, Civil Rights & Inclusion or any other Authority official, e.g., a supervisor, Business Group Head, Business Unit/Department Head, VP and Chief Ethics & Compliance Officer, Regional/Plant Manager, Facility Labor Relations Manager or Manager-Human Resources and/or a representative of the Employee Relations Unit in the White Plains Office and complete the attached complaint form. The Authority encourages employees

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Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

to report all perceived incidents of unlawful harassment or discrimination, regardless of who the offender may be.

- 5.7** Anonymous or identifiable complaints may be reported by calling the Authority's confidential Hotline at **1-877-TEL-NYPA**.
- 5.8** If supervisors or managers receive a complaint of, or observe conduct that may constitute a violation of this Policy (i.e. harassment or discrimination), they shall promptly report such complaint or observation to the Director, Civil Rights & Inclusion.
- 5.9** All employees are required to cooperate fully with any investigation of alleged violations of this Policy. Any employee who fails to cooperate with an investigation, obstructs an investigation, or obstructs the administration of any remedial or disciplinary action taken as a result of such investigation, shall be subject to discipline, up to and including termination.
- 5.10** No person employed by NYPA shall be discharged, disciplined, discriminated against or otherwise subjected to an adverse employment action on the ground that such person filed a complaint in good faith, testified, provided information, or otherwise assisted any investigation of alleged violations of this Policy.
- 5.11** Conduct prohibited by this Policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

6 VIOLATIONS

- 6.1** Employees found to be in violation of this Policy shall be subject to disciplinary action, up to and including termination. Business partners found to be in violation of this Policy shall be subject to appropriate action at the sole discretion of the Authority, up to and including termination of any business relationship.
- 6.2** Any employee who is found to have knowingly made a false accusation of harassment, discrimination, or retaliation, or knowingly provided false information may be subject to appropriate disciplinary action up to and including termination.
- 6.3** Retaliation against any complainant, witness or cooperating individual is both illegal and a violation of this Policy, as well as the Authority's Anti-Retaliation Policy (see CP 1-7). Any person employed by the Authority who engages in such conduct is subject to disciplinary action, up to and including termination, and any other consequences that the law may provide.

7 REFERENCES

- 7.1** Authority's Anti-Retaliation Policy (see CP 1-7). **This Policy can be found on the PowerNet → Quick Links → Policies & Procedures → Company Policies → 1-7**

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

- 7.2** Rights and Responsibilities, A Handbook for Employees of New York State Agencies.
**The handbook can be found on the NYS Governor's Office of Employee Relations
Website → State Employee Resources → Employee Handbook**

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision cycle: Every Year

9 ATTACHMENTS

Attachment 9.1: Office of Civil Rights & Inclusion (formerly the Affirmative Action Office)
Complaint Form

Changes to attachments necessitate a revision to the document

Printed copies are not controlled.

For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

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Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

NEW YORK POWER AUTHORITY
OFFICE OF CIVIL RIGHTS & INCLUSION
(formerly the Affirmative Action Office)

Complaint Form

This form is to be used to file an internal claim of discrimination based on RACE, COLOR, NATIONAL ORIGIN, CREED/RELIGION, AGE, SEX/SEXUAL HARASSMENT, MARITAL/FAMILY STATUS, DISABILITY, ARREST RECORD, CRIMINAL CONVICTION(S), GENDER IDENTITY, SEXUAL ORIENTATION, PREDISPOSING GENETIC CHARACTERISTICS, MILITARY STATUS, DOMESTIC-VIOLENCE-VICTIM STATUS and/or RETALIATION.

Please submit this form to the Director, Civil Rights & Inclusion (CRI) (formerly the Affirmative Action Officer); you may find contact information for CRI on the PowerNet.

COMPLAINANT INFORMATION

Name: _____ Region/Facility: _____
Home Address: _____ Work Address: _____

Home Phone: _____ Work Phone: _____
Job Title: _____
Work Schedule (hours and days of the week): _____

SUPERVISORY INFORMATION

Immediate Supervisor's Name: _____
Title: _____
Work Phone: _____
Work Address: _____

2nd Level Supervisor's Name: _____
Title: _____
Work Phone: _____
Work Address: _____

DETAILS OF CLAIM

1. Your claim of discrimination is based on: (Please check all that apply)
- | | | |
|--|--|---|
| ☐ Race | ☐ Age | ☐ Arrest Record |
| ☐ Sexual Orientation | ☐ Color | ☐ Sex/Sexual Harassment |
| ☐ Criminal Conviction | ☐ Military Status | ☐ National Origin |
| ☐ Marital/Family Status | ☐ Gender Identity | ☐ Domestic-Violence-Victim Status |
| ☐ Creed/Religion | ☐ Disability | ☐ Predisposing Genetic Characteristics |
| ☐ Retaliation | | |

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For the latest revision of this document, refer to the Policy and Procedure PowerNet Site.

Records will be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

Company Policy Title:
**Equal Employment Opportunity, Anti-
Harassment and Anti-Discrimination Policy**

2. Your claim of discrimination is made against:

Name:

Title:

Relationship to you: ☐ Supervisor ☐ Subordinate

☐ Co-Worker ☐ Other

Work Address:

Work Phone:

3. Date(s) discrimination occurred:

Is the discrimination continuing? Yes ☐ No ☐

4. Please describe briefly the alleged discriminatory conduct and your reasons for concluding that the conduct was discriminatory. Please include the names of witnesses, if any, and attach supporting data, if available. Please use additional sheets of paper, if necessary.

5. A. Have you filed a claim regarding this complaint with a federal, state or local government agency? Yes ☐ No ☐
- B. Have you instituted a legal suit or court action regarding this complaint? Yes ☐ No ☐
- C. Have you hired an attorney with respect to the allegations in the complaint? Yes ☐ No ☐

6. This complaint form was completed by: CRI ☐ Complainant ☐ Date _____

Company Policy Title:
**Equal Employment Opportunity, Anti-
Harassment and Anti-Discrimination Policy**

Company Policy Number:
CP 1-14

Page:
10 of 10

E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	6/29/2018
General Counsel	Driscoll, Justin	6/19/2018
Chief Operation Officer	Kessler, Joseph	6/19/2018
Chief of Executive Staff	Pizzo, Kristine	6/19/2018
Executive Owner	Pizzo, Kristine	6/19/2018
Content Owner	Harvey, Nancy	5/17/2018

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**NY Power
Authority**

Think Twice Act Once

NYPA'S

CODE OF CONDUCT

in the workplace

NYPA's Ethics & Compliance Office

The Ethics & Compliance Office provides guidance to NYPA's Trustees and employees to enable sound business decisions grounded in current ethics and compliance, legal, regulatory and policy standards. We achieve this by serving as a resource to and educating the Trustees, executive management and employees on the applicable standards and their impacts on them individually and NYPA as a public authority.

Joseph W. Gryzlo

Vice President and Chief Ethics & Compliance Officer
WPO ext. 6939 (914) 681-6939

Louise Nestler,

Lead Ethics Officer, WPO ext. 3724 (914) 287-3724

Alicia Baly-Hughes,

Compliance Officer, WPO ext. 3495 (914) 287-3495

NYPA EMPLOYEE CONCERNS LINE

1-877-TEL-NYPA

New York Power Authority

123 Main Street
White Plains, NY 10601
Ethics@nypa.gov

Think Twice Act Once

I. STANDARDS OF CONDUCT

New York Power Authority employees, officers and trustees shall perform their duties with integrity and:

1. Refrain from engaging in outside activities, including other employment and financial interests, which could impair their independence of judgment or prevent the proper exercise of their official NYPA duties. All outside employment and publicly elected or appointed positions held or being sought must be reported to your supervisor, department or business unit head and the Office of Ethics and Compliance for evaluation to ensure the absence of conflicts of interest. Individuals serving in “policy-making” positions must also obtain the approval of the NYS Joint Commission on Public Ethics.
2. Conduct themselves at all times in a manner that avoids any appearance of or situation where they could be either improperly influenced, give or be given preferential treatment to or by any person or entity or act in violation of the public trust. This includes the requirement to (i) disclose any and all possible professional and personal conflicts of interest to your supervisor, department or business unit head and the Office of Ethics and Compliance, and your subsequent recusal from engaging in any NYPA business activity where the conflict appears or exists; and (ii) refrain from seeking or accepting a monetary loan from any employee under one’s direct or indirect supervisory authority, or providing a monetary loan to your immediate supervisor and anyone to whom that individual reports, up to and including the Board of Trustees.
3. Not use or attempt to use their official position to secure unwarranted privileges for themselves, their relatives or any other party, including contracts and employment with NYPA.
4. Not participate in any decision or process to hire, promote, discharge, discipline or supervise a relative. (See Employee Policy 1.2 “Recruitment and Job Posting”)
5. Not endorse the products or services of other entities or individuals as a representative of NYPA, including appearing in publications advertising, endorsing or selling products or services of third parties.

6. Not engage in any NYPA transaction or work assignment (including contract development, solicitation, evaluations, awards) involving another business in which they or a relative have a direct or indirect financial interest. This provision does not apply to ownership of shares of stock commonly owned in a mutual fund. It does include personally owned and directed stock of any corporation traded on a recognized stock exchange, where there is an ownership interest greater than or equal to 10% in the corporation.
7. Not supply NYPA with any goods and/or services (individually or through another business entity) except in the performance of their official position. Relatives of NYPA employees are also subject to this prohibition in accordance with NYPA's applicable Procurement Guidelines.
8. Not use NYPA property, including but not limited to, equipment, vehicles, staff and other assets or resources in a manner inconsistent with applicable laws, NYPA's policies and mission.
9. Not accept, receive or solicit any gift or gratuities of more than nominal value where the circumstances would infer that (a) the gift is intended to influence the individual in the performance of official business or (b) the gift represents a tip, reward or sign of appreciation for any official act. Gifts include any form of financial discounts and payments, services, loans, travel reimbursements, lodging, meals, entertainment or promise from any entity doing business with or seeking to do business with NYPA. Gifts from disqualified sources (consultants, contractors, vendors, customers) are prohibited.
10. Not directly or indirectly advise or assist any person in making a financial investment or other decision utilizing confidential information acquired at NYPA, nor disclose any confidential information as a result of information obtained through NYPA employment. (See Company Policy 6-1 "Securities Trading and Use of Confidential Information")
11. Refrain from acquiring and trading in the securities of electric and gas utility corporations doing business within New York State (other than shares owned in a mutual fund). (See Company Policy 6-1 "Securities Trading and Use of Confidential Information")
12. Prohibit the appearance of elected government officials and candidates in advertisements or promotions paid with public funds.
13. Not use one's official position to compel or induce any other state officer or employee to make or promise to make any political contribution, nor

inquire about a prospective or current employee's political party affiliation, contributions or voting record. (See Employee Policy 1.2 "Recruitment and Job Posting")

14. Not appear or practice before or receive compensation from NYPA or other entities where the former employee will be involved in providing goods or services to NYPA for two (2) years following one's NYPA employment. This does not preclude "re-employment" by NYPA subject to any applicable statutory cap on earnings. The Office of Ethics and Compliance must be consulted prior to the re-employment in any manner of any former NYPA employee for evaluation to ensure consistency with the post-employment restrictions contained in the Public Officers Law.
15. Not appear or practice before or receive compensation from NYPA or other entities where the former employee will be involved in providing goods or services to NYPA at any time following one's NYPA employment relating to matters on which one personally worked for NYPA. This does not preclude "re-employment" by NYPA subject to any applicable statutory cap on earnings. The Office of Ethics and Compliance must be consulted prior to the re-employment in any manner of any former NYPA employee for evaluation to ensure consistency with the post-employment restrictions contained in the Public Officers Law.

The term "Relative" as used in this Code of Conduct means any person living in the same household as the NYPA employee, officer or trustee and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

These Standards of Conduct do not replace and are in addition to the requirements of all applicable laws and regulations, including but not limited to, NYS Public Officers Law Sections 73, 73-a, 73-b and 74 and Title 19 NYCRR Parts 930, 932.

II. CERTIFICATION AND IMPLEMENTATION OF THE CODE OF CONDUCT

This Code of Conduct shall be provided to all employees, officers and trustees upon commencement of employment or appointment.

Employees, officers and trustees will be requested to certify annually that they have read the Code of Conduct and that they comply with its standards.

The Chief Ethics and Compliance Officer will provide periodic reports to NYPA's Governance Committee of the Board of Trustees about the status and disposition of concerns and issues raised under the Code of Conduct.

III. REMEDIES FOR BREACHES OF THE CODE OF CONDUCT

In addition to any penalty contained in any other provision of law, a NYPA employee, officer or trustee who violates the Code of Conduct may be disciplined upon findings and recommendations prepared by the Chief Ethics and Compliance Officer in consultation with the Executive Vice President and General Counsel. Remedies and disciplinary action may include one or more of the following actions:

- Issuance of job performance counseling and written warnings
- Direction of written corrective action to eliminate a conflict of interest
- Restitution
- Adverse salaried employee performance assessments
- Changes in assigned job duties
- Suspension or termination of employment

Any disciplinary action arising out of violations of this Code of Conduct affecting NYPA's bargaining unit employees will be administered in accordance with the applicable collective bargaining agreement.

The concurrence of the President and CEO and Chief Operating Officer is required for any suspension or termination of employment solely arising out of violations of the Code of Conduct.

Former NYPA employees, officers and trustees who are later found to have violated the Code of Conduct during their NYPA employment may also be precluded from doing business with NYPA.

IV. REPORTING UNETHICAL BEHAVIOR

Trustees, officers and employees are required to report any unethical behavior or any information concerning corruption, fraud, criminal activity, conflicts of interest or abuse to the Office of Ethics and Compliance, your NYPA business unit or department, Human Resources-Employee Relations or Facility Human Resources Managers. You are also encouraged to utilize NYPA's toll-free Employee Concerns Line (1-877-TEL-NYPA). It is accessible 24 hours a day, 7 days a week. Calls may be made anonymously.

Anyone reporting an ethical concern in good faith or participating in the investigation of a reported concern is protected from retaliation by NYPA's policies and the law. (See Company Policy 1-7 "Anti-Retaliation Policy")

CODE_{OF} CONDUCT HISTORY

Adopted	January 28, 1988
Amended	June 28, 1994
Amended	June 30, 1998
Amended	September 29, 2009
Amended	March 21, 2013



Whistleblower

Note: Revision # should be listed in descending order starting with the most recent version at the top.

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
2/27/2018	0	Removed references to Thruway Authority and inserted correct titles and contact information	N/A	Lisa Wright Manager, Administrative Services



  Manager, Administrative Services 3-6-18 DATE	NUMBER: CGP-2018-011
	SECTION TITLE: POLICY - PERSONNEL
	SUBJECT: WHISTLEBLOWER

This bulletin supersedes NYS Thruway/Canal Corporation General Policy 25-2-26

I. INTRODUCTION

It is the policy of the Canal Corporation (Corporation) to afford certain protections to individuals who in good faith report violations of the Corporation's CODE OF ETHICS (ASB -2018-015) or other instances of potential wrongdoing within the Corporation. This Policy is intended to encourage and enable Corporation employees to raise concerns of potential wrongdoing in good faith within the Corporation and without fear of retaliation.

This policy establishes the protection for whistleblowers and the procedures for reporting potential wrongdoing within the Corporation.

II. DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

- A. "Employee" – all Board Members, Officers and Staff employed at the Corporation whether full-time, part-time, employed pursuant to contract, employees on probation and/or temporary employees.
- B. "Good Faith" – Information concerning potential wrongdoing is disclosed in "good faith" when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes potential wrongdoing.
- C. "Personnel action" – Any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.
- D. "Whistleblower" – Any employee who in good faith discloses information concerning the business of the Corporation itself.



- E. "Wrongdoing" – Any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by an employee that relates to the Corporation.

III. REPORTING WRONGDOING

All employees who discover or have knowledge of potential wrongdoing concerning employees of the Corporation; a person having business dealings with the Corporation; or the Corporation itself, shall report such activity in accordance with the following procedures.

- A. All employees who discover or have knowledge of wrongdoing shall promptly disclose information concerning such wrongdoing in a written or oral report to his or her immediate supervisor, Section Superintendent, Division Engineer, Director, Deputy Director, Office of Employee Relations, or as outlined below, the Office of Civil Rights and Inclusion or the Office of Ethics and Compliance.
- Office of Civil Rights and Inclusion at accessibility@nypa.gov for wrongdoing involving discrimination based on protected class status.
 - Office of Ethics and Compliance at ethics@nypa.gov for wrongdoing involving ethics, waste, fraud or abuse.

Written disclosures are preferred where appropriate.

- B. The identity of the whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
- C. The individual(s) to whom the potential wrongdoing is reported shall investigate and handle the claim in a timely and reasonable manner, which may include, but not be limited to, referring such information to the appropriate Corporation office, New York State Office of the Inspector General, Joint Commission on Public Ethics, or other appropriate law enforcement agency.
- D. Should an employee believe in good faith that disclosing information within the Corporation pursuant to Section III. A. would likely subject him or her to adverse personnel action or be wholly ineffective, the employee may instead disclose the information to the New York State Office of the Inspector General, New York State Division of Human Rights, U.S. Equal Employment Opportunity Commission, Joint Commission on Public Ethics, or an appropriate law enforcement agency, if applicable.

IV. NO RETALIATION OR INTERFERENCE



No employee shall retaliate against any whistleblower for the good faith disclosure of potential wrongdoing, whether through adverse personnel action, harassment, threats, coercion, or abuse of authority; and, no employee shall interfere with the right of any other employee by any improper means aimed at deterring disclosure of potential wrongdoing. Any attempts at retaliation or interference are strictly prohibited. All allegations of retaliation against a whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated by the Corporation. Any employee who retaliates against or has attempted to interfere with any individual for having in good faith disclosed potential wrongdoing may be subject to discipline or other administrative action, which may include termination of employment. Any allegation of retaliation or interference will be treated as a separate matter and treated seriously irrespective of the outcome of the initial complaint.

V. OTHER LEGAL RIGHTS NOT IMPAIRED

Nothing in this Policy shall be deemed to diminish or impair the rights of an employee or the Corporation under any law, rule, regulation or collectively negotiated agreement or to prohibit any personnel action which otherwise would have been taken regardless of any disclosure of information.

Specifically, this Policy is not intended to limit any rights or remedies than an individual may have under the laws of the United States and the State of New York, including but not limited to the following provisions: Civil Service Law § 75-b, Labor Law § 740, State Finance Law § 191 (commonly known as the "False Claims Act"), and Executive Law § 55(1).

With respect to any rights or remedies that an individual may have pursuant to Civil Rights Law § 75-b or Labor Law § 740, any employee who wishes to preserve such rights shall prior to disclosing information to a government body, have made a good faith effort to provide the appointing authority or his or her designee the information to be disclosed and shall provide the appointing authority or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety. (See Civil Service Law § 75-b [2] [b]; Labor Law § 740 [3]).

2019 Confidential Evaluation of NYPA/Canal Board Performance

Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
1. Board members have a shared understanding of the mission and purpose of:				
a. the Authority.	6	0		
b. Canal Corporation.	5	1		
2. The policies, practices and decisions of the Board are always consistent with the mission and purpose of:				
a. the Authority.	5	1		
b. Canal Corporation.	4	2		
3. Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	6	0		
4. The Board adopts and reviews annually policies, by-laws, and practices for the effective governance, management and operations of:				
a. the Authority.	6	0		
b. Canal Corporation.	6	0		
5. The Board sets clear and measurable performance goals that contribute to accomplishing its mission for the Authority:				
a. the Authority.	6	0		
b. Canal Corporation.	5	1		
6. The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.	5	1		
7. Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.	6	0		
8. Board members are knowledgeable about the programs, financial statements, reporting requirements, and other transactions of:				
a. the Authority.	5	1		
b. Canal Corporation.	5	1		
9. The Board meets to review and approve, where required by law, all documents and reports prior to public release and is confident that the information being presented is accurate and complete on behalf of:				
a. the Authority.	6	0		
b. Canal Corporation.	6	0		
10. The Board knows the statutory obligations and compliance status with laws applicable to:				
a. the Authority.	5	1		
b. Canal Corporation.	5	1		
11. Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	6	0		
12. Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.	6	0		
13. Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.	6	0		
14. The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.	6	0		
15. The Board has identified the areas of most risk and works to implement risk mitigation strategies before problems occur with management of:				
a. the Authority.	6	0		
b. Canal Corporation	6	0		
16. Board members demonstrate leadership and vision and work respectfully with each other.	6	0		

Date Completed: 3/31/2020

Guidelines for the Disposal of Canal Corporation Real Property

Note: Revision # should be listed in descending order starting with most recent version at the top

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
[Revision Date]	1	Conversion to new Canal document template	All	Allison Renstrom Shea Special Counsel



Document Title:
Guidelines for the Disposal of Canal
Corporation Real Property

EXHIBIT 4d ii-1-A

Document Number:
Real Pro Dis 1 - 2020
Page:
2 of 11

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1 PURPOSE AND SCOPE

The purpose of these Guidelines for the Disposal of Real Property (“Guidelines”), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Canal Corporation’s (“Corporation”) policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Corporation’s compliance with, and enforcement of, the Guidelines.

The powers and duties relating to the New York State canal system, which were transferred to and merged with the Power Authority (“Power Authority”) pursuant to Canal Law Section 5, may be exercised by the Power Authority directly or through the Corporation on behalf of the people of the State of New York.

2 APPLICABILITY

This Policy applies to all New York State Canal Corporation employees who intend to Dispose of Real Property owned by or under the jurisdiction of the New York State Canal Corporation.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Contracting Officer - shall mean the officer or employee appointed by resolution of the Corporation’s Trustees to be responsible for compliance with, and enforcement of, the Guidelines for the Disposal of Real Property. The “Contracting Officer” is hereby designated to be the Power Authority Vice President – Enterprise Shared Services, or equivalent(s) or designee.

Corporation – Canal Corporation

Dispose or Disposal - shall mean transfer of title or any other beneficial interest in real property in accordance with these Guidelines. Disposal does not include a release of an easement, Permit or Transfer of Jurisdiction.

Fair Market Value - shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

OGS – NYS Office of General Services

PAL – Public Authorities Law

Permits - shall mean permits issued by the Corporation that grant revocable privileges to use or access real property or structures under the jurisdiction of the Corporation and for the diversion of Canal waters for sanitary, farm or industrial purposes. Permits are revocable in part to assure availability of the real property for Corporation or public purposes. Permits do not transfer a beneficial interest in real property and may be issued when deemed to be advantageous to the Corporation for the purpose of cutting, gathering and hauling away ice from the canals or when the permitted use does not result in a detriment to canal navigation or damage to the banks or other structures thereof. Permits include Occupancy and Work Permits.

- a) **Occupancy Permit** - a revocable instrument that authorizes the temporary, restricted use of real property under the jurisdiction of the Corporation, including, temporary use of Canal lands or structures, and for the diversion of Canal waters for sanitary, farm or industrial purposes.
- b) **Work Permit** - a revocable instrument that authorizes construction, maintenance, inspection, survey, or other type of work or short term activity on real property under the jurisdiction of the Corporation.

Real Property - shall mean real property, including land, tenements and hereditaments owned by the Corporation, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Relative - shall mean any person living in the same household as the Corporation employee or any person who is a direct descendant of the Corporation employee's grandparents or the spouse of such descendant.

Transfers of Jurisdiction - shall mean transactions pursuant to Public Lands Law §3(4) and which are between the Corporation and other State governmental entities where jurisdiction over Real Property is transferred and reassigned on such terms and conditions as the Corporation and the New York State Office of General Services deem proper, but the title to the Real Property remains in the name of the People of the State of New York.

4 RESPONSIBILITY

The Board shall adopt by resolution Guidelines for the Disposal of Canal Corporation Real Property regarding the use, awarding, monitoring and reporting of contracts for the disposal of Real Property and which designate a Contracting Officer who is responsible for compliance with and enforcement of, these Guidelines.

5 PROCEDURE IMPLEMENTATION**5.1 COMPLIANCE OVERVIEW**

The Public Authorities Law (“PAL”) requires the Corporation to establish policy guidelines to accomplish the following:

- 5.1.1 Ensure that the Corporation’s contracting activities comply with Title 5-A, Article 9 of the Public Authorities Law, the Corporation’s enabling statute, and any other applicable law pertaining to the Disposal of Real Property.
- 5.1.2 Maintain inventory controls and accountability systems for all Real Property under the Corporation’s control.
- 5.1.3 Periodically inventory Corporation Real Property to determine which Real Property shall be disposed of.
- 5.1.4 Dispose of Corporation Real Property interests as promptly as possible in accordance with the PAL.
- 5.1.5 Prepare annual reports of Real Property Disposal transactions.

5.2 DISPOSITION OF CORPORATION REAL PROPERTY

- 5.2.1 The Corporation may Dispose of Real Property for not less than the Fair Market Value of such Real Property by sale, exchange, or transfer, for cash, credit or other property, without warranty, and upon such other terms and conditions as the Contracting Officer deems proper under the provisions of the PAL and as implemented by these Guidelines. Fair Market Value of the Corporation Real Property subject to Disposal shall be established by independent appraisal as appropriate and consistent with the intent of the PAL. Such appraisal documents shall be included in the record of the Real Property Disposal transaction.
- 5.2.2 Except as set forth in Sections 5.2.3 and 5.2.4 herein of the Guidelines, any Disposal of Real Property shall only be made after publicly advertising for bids in accordance with the following:
 - a) the advertisement for bids shall be made at such time prior to the Disposal or contract, through such methods, and on such terms and conditions as shall permit

full and free competition consistent with the value and nature of the Real Property;
and

- b) all bids shall be publicly disclosed at the time and place stated in the advertisement;
and
- c) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Corporation, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.

5.2.3 The Disposal of Corporation Real Property by Negotiation or Public Auction

- a) The Disposal of Corporation Real Property may be negotiated or made by public auction without regard to Section 5.2.2 but subject to obtaining such competition as is feasible under the circumstances, if:
 - 1. the Fair Market Value of the Real Property does not exceed fifteen thousand dollars (\$15,000.00); or
 - 2. bid prices after advertising therefore are not reasonable, either as to all or some part of the Real Property, or have not been independently arrived at in open competition; or
 - 3. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Real Property and other satisfactory terms of Disposal are obtained by negotiation; or
 - 4. under those circumstances permitted by Section 5.2.4; or
 - 5. such action is otherwise authorized by law.
- b) The Disposal of Corporation Real Property may also be made by negotiated sale without regard to Section 5.2.2 but subject to obtaining such competition as is feasible under the circumstances, if ALL of the following conditions have been satisfied:
 - 1. the Corporation has determined that: such real property is no longer necessary or useful to the purposes of the Corporation; disposal of such real property complies with all applicable provisions of the canal law; and disposal of such real property is in the best interest of the Corporation; and
 - 2. an appraisal of the fair market value of such property has been made by an independent appraiser and included in the record of the transaction; and

3. the fair market value of such real property is greater than fifteen thousand dollars (\$15,000.00) but not greater than seventy-five thousand dollars (\$75,000.00); and
4. such real property was improved prior to April 1, 1992 under a municipal permit or a permit issued pursuant to Section 100 of the Canal Law, thereby creating an encroachment on Corporation Real Property; and
5. the purchaser of such Real Property is, or will be, the owner of the improvement that either fully or partially encroaches on Corporation real property; and
6. the consideration paid for such real property will not be less than the fair market value of the real property exclusive of the value, fair market or otherwise, of the encroaching improvements.

5.2.4 Below Fair Market Value

- a) No Real Property owned, leased or otherwise in the control of the Corporation may be sold, leased, or otherwise alienated for less than its Fair Market Value except if:
 1. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Real Property will remain with the government or any other public entity; or
 2. the purpose of the transfer is within the purpose, mission or governing statute of the Corporation; or
 3. in the event the Corporation seeks to transfer Real Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Corporation's mission, purpose or governing statutes, the Corporation shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate, or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate, and Assembly, the Corporation may effectuate such transfer.
- b) In the event a below Fair Market Value Real Property transfer is proposed, the following information must be provided to the Corporation's Board of Trustees and the public:
 1. a full description of the Real Property; and

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**Guidelines for the Disposal of Canal
Corporation Real Property**

2. an appraisal of the Fair Market Value of the Real Property and any other information establishing the Fair Market Value sought by the Corporation's Board of Trustees; and
 3. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Real Property is situated as are required by the transfer; and
 4. a statement of the value to be received compared to the Fair Market Value; and
 5. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph (iv) of this paragraph, a statement of the value to the private party; and
 6. the names of other private parties who have made an offer for such Real Property, the value offered, and the purpose for which the Real Property was sought to be used.
- d) Before approving the Disposal of any Real Property for less than Fair Market Value, the Corporation's Board of Trustees shall consider the information described in Paragraph 5.2.4.b and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.
- 5.2.5 An explanatory statement detailing the Disposal by negotiation of Corporation Real Property subject to the PAL as set forth in Section 5.2.3.a shall be made for any Disposal of:
- a) Real Property with a Fair Market Value in excess of one hundred thousand dollars (\$100,000.00) except that Real Property Disposed of by lease or exchange shall only be subject to Paragraph 5.2.5.b of this Section 5.2.5; or
 - b) Real Property Disposed of by lease if the fair annual rent over the term of the lease is in excess of fifteen thousand dollars (\$15,000.00); or
 - c) Any Real Property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration is for Real Property.
- 5.2.6 Each explanatory statement prepared in accordance with Section 5.2.5 above shall be transmitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the State Authorities

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Budget Office not less than 90 days in advance of such Disposal, and a copy shall be kept by the Corporation.

- 5.2.7 In the Corporation's discretion, when it shall be deemed advantageous to the Corporation and the State, the Corporation may enter into an agreement with the Office of the Commissioner of the Office of General Services ("OGS") under which OGS may Dispose of the Corporation's Real Property under terms and conditions agreed to by the Corporation and the OGS. In Disposing of any such Real Property of the Corporation, the OGS shall be bound by the relevant provisions of the PAL.
- 5.2.8 No Corporation employee who is involved in the award of Corporation grants or contracts, may ask any purchaser(s), grantor(s), lessor(s) or officer(s), director(s) or employee(s) of such current or prospective purchaser(s), contractor(s) or grantee(s) to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- 5.2.9 No Corporation employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 5.2.8 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- 5.2.10 No Corporation employee may take part in any contracting decision involving the payment of more than \$1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
- 5.2.11 Public Authority Contracts
- a) Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain Public Authority contracts.
 - b) Any contract in excess of \$1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such contractual expenditure ("Eligible Contract"), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.

- c) If the OSC has previously identified a contract or category of contract as “reviewable” (“Reviewable Contract”), such contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable Contract within 90 days, the contract is valid.

5.3 CORPORATION REAL PROPERTY REPORTS

5.3.1 The Corporation shall publish the following reports in accordance with these Guidelines:

- a) Pursuant to Section 2800 of the Public Authorities Law, the Corporation shall furnish a report for incorporation in the Corporation’s annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars (\$15,000.00) that the Corporation Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Power Authority’s Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.
- b) Pursuant to Public Authorities Law § 2896(3), the Corporation shall prepare for distribution to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office, an annual report listing all real property of the Corporation, which report shall include a list and description of all Real Property Disposed of during the fiscal reporting period. Regarding Disposals, this annual report shall include the price received by the Corporation and the name of the purchaser of the Real Property.

5.3.2 The Corporation may be called upon periodically to submit information regarding the Disposal of Real Property to organizations implementing the PAL or other statutes regulating the Disposal of Real Property.

- 5.3.3 The Canal Corporation's Governance Committee meets at least three times per year and Corporation staff may be required to prepare and present ongoing reports regarding the Disposal of Real Property.

5.4 APPROVAL OF GUIDELINES BY THE AUTHORITY'S BOARD

The Guidelines shall be annually reviewed and approved by the Corporation's Board of Trustees. On or before the thirty-first day of March in each year, the Corporation shall file with the State Comptroller a copy of the most recently reviewed and approved Guidelines, including the name of the Corporation's designated Contracting Officer. At the time of filing such Guidelines with the State Comptroller, the Corporation shall also post such Guidelines on its internet website.

6 VIOLATIONS

Violations of these Guidelines and related policies and procedures by employees may result in disciplinary action up to and including termination. In addition, where the conduct engaged in is illegal, violators may be subject to prosecution under applicable federal, state or local laws.

7 REFERENCES

Canal Law
Public Authorities Law

8 PROCEDURE REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision cycle: Every Year

9 ATTACHMENTS

N/A

Document Title:
**Guidelines and Procedures for the
 Acquisition of Real Property by the Canal
 Corporation**

**Guidelines and Procedures for the Acquisition of Real Property by the Canal
 Corporation**

Note: Revision # should be listed in descending order starting with most recent version at the top

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
6/6/2017	1	Conversion to new Canal document template	All	Allison Renstrom Shea Special Counsel



Document Title:
**Guidelines and Procedures for the
Acquisition of Real Property by the Canal
Corporation**

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Document Title:
**Guidelines and Procedures for the
Acquisition of Real Property by the Canal
Corporation**

1 PURPOSE AND SCOPE

These Guidelines for the Acquisition of Real Property (“Guidelines”), which comply with Title 2, Article 9 of the Public Authorities Law, establish the procedures that detail the Canal Corporation’s (“Corporation”) policy and instructions regarding the acquisition of real property. In addition, the Guidelines designate a contracting officer who is responsible for the Corporation’s compliance with, and enforcement of, the Guidelines.

The powers and duties relating to the New York State canal system, which were transferred to and merged with the Power Authority of the State of New York (“Power Authority”) pursuant to Section 5 of the Canal Law, may be exercised by the Power Authority directly or through the Corporation on behalf of the people of the State of New York.

2 APPLICABILITY

These Guidelines apply to all New York State Canal Corporation employees who intend to Acquire Real Property for the New York State Canal Corporation.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Contracting Officer - shall mean the officer or employee appointed by resolution of the Corporation’s Trustees to be responsible for compliance with, and enforcement of, the Guidelines for the acquisition of real property. The “Contracting Officer” is hereby designated to be the Power Authority Vice President - Enterprise Shared Services, or the equivalent(s), or designee.

Corporation – Canal Corporation

Acquisition or Acquire – shall mean to obtain title to or any other beneficial interest in real property in accordance with applicable statutes and these Guidelines.

Fair Market Value – shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

OSC – Office of the State Comptroller

PAL – Public Authorities Law

PARIS – Public Authorities Reporting System

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Real Property – shall mean real property, including land, tenements and hereditaments owned by the Corporation, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Relative – is any person living in the same household as the Corporation employee or any person who is a direct descendant of the Corporation employee's grandparents or the spouse of such descendant, as referred to in Article 5 of these Guidelines.

4 RESPONSIBILITY

The Board shall adopt by resolution Guidelines for the Acquisition of Canal Corporation Real Property and which designate a Contracting Officer who is responsible for compliance with and enforcement of, these Guidelines.

5 PROCEDURE IMPLEMENTATION

5.1 COMPLIANCE OVERVIEW

5.1.1 These Guidelines are being adopted consistent with the Public Authorities Law ("PAL").

5.1.2 The Corporation may Acquire Real Property through purchase, eminent domain, state transfers of jurisdiction, lease and by other legal means.

5.1.3 The Corporation's New York statutory authority for land acquisition includes, without limitation, the Canal Law, the Public Authorities Law, the Real Property Law, the Public Lands Law, the Eminent Domain Procedure Law and the Highway Law, as amended.

5.2 DUTIES OF THE CORPORATION

5.2.1 The Corporation will maintain adequate inventory controls and accountability systems for all Real Property under the Corporation's control.

5.2.2 Real Property to be Acquired by the Corporation will be in support of existing facilities, operations or in support of new initiatives being pursued by the Corporation.

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- 5.2.3 The compensation for and the procedure for such Acquisition must be consistent with these Guidelines and the Corporation's Real Estate Expenditure Authorization Procedures as amended.
- 5.2.4 The Corporation will arrange for the transfer or Acquisition of any Real Property identified for Acquisition in accordance with these Guidelines and the Corporation's Real Estate Expenditure Authorization Procedures and as soon as reasonably practical under the circumstances.
- 5.2.5 Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain contracts.
- a) Any contract in excess of \$1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such contractual expenditure ("Eligible Contract"), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.
 - b) If the OSC has previously identified a contract or category of contract as "reviewable" ("Reviewable Contract"), such Reviewable Contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable Contract within 90 days, the contract is valid.

5.3 ETHICAL CONSIDERATIONS

- 5.3.1 No Corporation employee who is involved in the Acquisition of Real Property, may ask any purchaser, grantor, lessor or officers, directors or employees of such current or prospective purchaser, grantor or lessor to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
- 5.3.2 No Corporation employee may take part in any Acquisition decision involving the payment of more than \$1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the

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employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

5.4 ACQUISITION REPORTS BY THE CORPORATION

5.4.1 The Corporation shall publish the following reports in accordance with these Guidelines:

- a) Pursuant to Section 2800 of the Public Authorities Law, the Corporation shall furnish a report for incorporation in the Corporation's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars (\$15,000.00) that the Corporation Acquired during such reporting period and the name of the seller of the Real Property and the price paid by the Corporation for the Real Property, and (b) a description of the total amounts of Real Property purchased without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property purchased exceeds Fair Market Value, a detailed explanation of the justification for making the purchase without competitive bidding, and a certification by the Power Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such purchase and determined that it complies with applicable law.
- b) The Corporation may be called upon periodically to submit information regarding the Acquisition of Real Property to organizations implementing the PAL or other statutes regulating the Acquisition of Real Property, such as the Authority Budget Office through the Public Authorities Reporting System ("PARIS").
- c) The Corporation's Governance Committee meets at least three times per year and Corporation staff may be required to prepare and present ongoing reports regarding the Acquisition of Real Property.

6 VIOLATIONS

Violations of these Guidelines and related policies and procedures by employees may result in disciplinary action up to and including termination. In addition, where the conduct engaged in is illegal, violators may be subject to prosecution under applicable federal, state or local laws.

7 REFERENCES

Public Authorities Law

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**Guidelines and Procedures for the
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Corporation**

8 PROCEDURE REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision cycle: Every Year

9 ATTACHMENTS

N/A

NEW YORK STATE CANAL CORPORATION
2019 ANNUAL REPORT OF DISPOSAL (CONVEYANCE) OF REAL PROPERTY OVER \$15,000 IN VALUE

<u>Purchaser's Name</u>	<u>Price Realized by the Authority</u>	<u>Parcel Acres</u>	<u>Transfer Date</u>
Sheila Lytle	\$19,000	0.14	3/16/2019
Schenectady Yacht Club	\$17,000	0.68	9/05/2019

NEW YORK STATE CANAL CORPORATION
2019 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER \$15,000 IN VALUE

<u>Seller's Name</u>	<u>Price Paid by the Authority</u>	<u>Acres</u>	<u>Transfer Date</u>

None			

Title: Guidelines for the Disposal of Canal Corporation Personal Property

Document Type: Business Unit Policy

Revision Date: 3/31/2020

Reviewer	Name	Title
This document has been reviewed by:	Eric Rotfeld	Principal Attorney II

Content Owner	Signature	Date
Name: Lisa Wright Title: Manager, Administrative Services		

Approver	Signature	Date
Name: John Canale Title: VP Strategic Supply Management		

Guidelines for the Disposal of Canal Corporation Personal Property

Guidelines for the Disposal of Canal Corporation Personal Property

Note: Revision # should be listed in descending order starting with most recent version at the top

Revision Date	Revision #	Description/Modification	Revision Section (s)	Author
3/31/2020	2	Update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise	4.1 F-G, 4.7 2-3	Kevin King Director Transactional Procurement
12/1/18	1	Added Definition of Discarded Property; Added Personal Property Discarded by the Corporation; Revised Violations Section	3 4.6 5	Kevin King Director Transactional Procurement
11/15/2018	0	Original Issue	N/A	Kevin King Director Transactional Procurement

Guidelines for the Disposal of Canal Corporation Personal Property

1 PURPOSE AND SCOPE

This Policy for the disposal of Canal Corporation (“Corporation”) Personal Property, (“Policy”) which complies with Title 5-A, Article 9 of the Public Authorities Law, establishes the Corporation’s Policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Policy designates a Contracting Officer who is responsible for the Corporation’s compliance with, and enforcement of, the Policy.

Powers and duties relating to the New York State Canal System, which were transferred to and merged with the New York Power Authority pursuant to Canal Law Article 1-A, may be exercised by the Authority directly or through the Corporation.

2 APPLICABILITY

This Policy applies to all New York State Canal Corporation employees, Initialisms (Acronyms) and Definitions

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Abandoned Motor Vehicles – a type of tangible Personal Property with special statutory and regulatory requirements for disposal and processing (see Section 5.2.A.).

Abandoned, Lost or Found Personal Property – Property that remains unclaimed after notification to an owner, if known, and/or after being held for the required holding periods as prescribed by law. This includes all lost or mislaid property found on Corporation property/premises, as well as property which is knowingly abandoned.

Authority – Power Authority of the State of New York

Contracting Officer – The Authority’s Vice President - Strategic Supply Management or his/her designee

Corporation – The Canal Corporation

Discarded Property – Personal Property of the Corporation, or other personal property that has come into the Corporation’s possession, that the Corporation has discarded, or designated to be discarded, as scrap or junk.

Disposals –The sale of Personal Property, the transfer of title or any beneficial interest in Personal Property in accordance with this Policy such as leases, and the exchange of Personal Property. Disposals do not include permits, licenses or temporary use documents that are otherwise revocable due to operational requirements or in the best interests of the Corporation.

Guidelines for the Disposal of Canal Corporation Personal Property

Consistent with prior Board action, permits do not convey or transfer a beneficial interest in the Personal Property.

Fair Market Value – The estimated dollar amount that a willing buyer would pay to a willing seller for the Property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by consulting industry-recognized sources, contacting original suppliers, depreciation analysis, appraisals, fair market valuations by public auction or other methods of valuation generally accepted in the industry in which such Property is utilized, as may be approved by the Contracting Officer or authorized designee.

PAL – Public Authorities Law

Personal Property – Property, other than Real Property, owned by the Corporation, regardless of value, and any other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party. Property may include, but is not limited to, materials (Corporation warehouse controlled inventory and Corporation direct turnover materials), tools, equipment or vehicles.

Real Property – Real property, including land, tenements and inherited property owned by the Corporation, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Relative – is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee's grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

Transactions – For purposes of this Policy, transactions shall include, but not be limited to, disposals and the issuance of permits, licenses and other temporary use documents for the use of Personal Property.

4 POLICY IMPLEMENTATION

4.1 General Principles

The Corporation shall maintain adequate inventory controls and accountability systems for all Personal Property under its control.

Guidelines for the Disposal of Canal Corporation Personal Property

- A. Personal Property that is 1) encroaching on real property under the jurisdiction of the Corporation; or 2) located on real property under the jurisdiction of the Corporation that is: (a) not authorized by the applicable permit, license or lease; or (b) left behind following the expiration, revocation or termination of a permit, license or lease; shall be handled in accordance with this Policy, the terms and conditions of the lease, license or permit regarding the removal of such property, and/or the Canal Law, if applicable.
- B. The Corporation may dispose of any Personal Property not necessary for its corporate purposes in whatever timeframe that either the Contracting Officer or the Corporation Board deems appropriate.
- C. The Corporation may authorize the use of Corporation Personal Property by an entity for any period or term using a temporary, revocable permit, license or other document that does not transfer a beneficial interest in the Personal Property. Such temporary, revocable use is not considered a Disposal for purposes of this Policy.
- D. Personal Property shall not be disposed of by the Corporation for less than fair market value, except in limited circumstances as set forth in Paragraph E, sections 1, 2 and 3 of this Section. Fair Market Value may be determined through the use of appraisals, requests for proposals, the bid or auction process, or other means.
- E. No asset owned, leased or otherwise in the control of the Corporation with a value in excess of \$5,000 may be sold, leased, or otherwise alienated for less than its fair market value except if:
 - 1. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;
 - 2. the purpose of the transfer is within the purpose, mission or governing statute of the Corporation; or
 - 3. in the event the Corporation seeks to transfer an asset for less than its fair market value to other than a governmental entity, which disposal would not be consistent with the Corporation's mission, purpose or governing statutes, the Corporation shall provide written notification thereof to the governor, the speaker of the assembly, and the temporary president of the senate, and such proposed transfer shall be subject to denial by the governor, the senate, or the assembly. Denial by the governor shall take the form of a signed certification by the governor. Denial by either house of the legislature shall take the form of a resolution by such house. The governor and each house of the legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the legislature receives notification of a proposed transfer during the months of July through December, the legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the governor, senate, and assembly, the Corporation may effectuate such transfer.
- F. In the event there is a below fair market value asset transfer for property with a value over five thousand dollars (\$5,000) proposed, the following information must be provided by the

Guidelines for the Disposal of Canal Corporation Personal Property

Manager, Administrative Services as a trustee item for the Corporation Board at the next scheduled Trustee meeting and the public:

1. a full description of the asset;
 2. an appraisal of the fair market value of the asset and any other information establishing the fair market value sought by the Corporation Board;
 3. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the asset is situated as are required by the transfer;
 4. a statement of the value to be received compared to the fair market value;
 5. the names of any private parties participating in the transfer, and if different than the statement required by Subparagraph (4) of this Paragraph, a statement of the value to the private party; and
 6. the names of any other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.
- G. Before approving the disposal of property with a value over five thousand dollars (\$5,000) for less than fair market value, the Corporation Board shall consider the information described in Paragraph F of this Section and make a written determination that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of such transfer.
- H. The Corporation must use a competitive process as required by the PAL and any related statutes, including public advertising for Disposals exceeding \$15,000 in value, except in limited circumstances. In order to dispose of Personal Property by negotiation or public auction without public advertising, but subject to obtaining competition as is feasible under the circumstances, one of the following must be met:
1. the Personal Property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the Personal Property is to be sold in such quantity that, if it were disposed of by public advertising, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;
 2. the fair market value of the property does not exceed \$15,000;
 3. bid prices after advertising are not reasonable, either as to all or some part of the Personal Property, or have not been independently arrived at in open competition;
 4. the Disposal will be to the State or any political subdivision, and the estimated fair market value of the Personal Property and other satisfactory terms of disposal are obtained by negotiation;
 5. under those circumstances permitted by Section 5.1 (Paragraphs E, F, and G) of this Policy; or
 6. the action is otherwise authorized by law.

Guidelines for the Disposal of Canal Corporation Personal Property

- I. For Personal Property valued at over \$15,000 disposed of by negotiation, an explanatory statement is required. Not less than 90 days in advance of the Disposal, an explanatory statement shall be prepared and distributed by the Contracting Officer in accordance with PAL § 2897, detailing the circumstances of the Disposal including, but not limited to, the proposed price.
- J. The Corporation shall create a clear and comprehensive record for each Transaction that documents its compliance with this Policy. Such record shall be maintained in a manner and for a period consistent with the applicable document retention policy.

4.2 General Practices

- A. Abandoned Motor Vehicles - The handling and disposal of Abandoned Motor Vehicles is statutorily covered under Vehicle and Traffic Law and not under this Policy.
- B. Abandoned, Lost or Found Personal Property

Abandoned, Lost or Found Personal Property with a value over the statutory limits must, within ten days after the finding or acquisition by Corporation employees or the Corporation's related agents (for example, contractor), be turned over to the New York State Police for processing and forwarding to the Bureau of Office and Building Maintenance Services ("Office Services") at headquarters in Albany. Office Services will return the property to the owner, if known; if the owner of the property is not immediately known, then the property must be held until the statutory holding period has run. At that time, if the property has not been claimed by the true owner or someone with verifiable ownership rights, then Office Services shall return the property to the known independent finder. If the original finder was a Corporation employee or one of its related agents as defined above, ownership then vests in the Corporation and may be treated as other Corporation owned property.

- C. Special Abandoned Personal Property
 1. Personal Property purposely left behind on Corporation property after termination of a previously issued permit, license or lease shall be handled, removed or disposed of under the terms of the permit, license or lease, or if required, pursuant to the applicable provisions of the Canal Law governing encroachments.
 2. Abandoned Personal Property originally issued by the Corporation such as unclaimed wages or benefits, or unclaimed consumer balances shall be held for the required holding times as prescribed by the Personal Property Law and Abandoned Property Law, at which time the property vests in the Corporation.
 3. Other Personal Property such as unclaimed bonds, dividends, interest, securities, etc. owed to security holders shall be held for the required statutory periods by the Corporation's properly delegated trustees or other fiduciaries.

- D. Surplus Personal Property

The Manager, Administrative Services or his or her designee will provide the Executive

Guidelines for the Disposal of Canal Corporation Personal Property

Deputy Director or his or her designee with information on all items of Personal Property declared surplus.

4.3 Disposal Process

The Manager, Administrative Services or his or her designee will prepare a list of all Personal Property to be disposed of and prepare an internal estimate of the value of such property.

A. The method of disposal shall be based on the following Personal Property values:

1. Personal Property valued at less than \$1,000 may be sold or donated, or when having an estimated resale value less than the cost of handling and sale may be disposed of as scrap or junk. The provisions of Section 5.6 will apply to such property.
2. Solicitation via telephone, email, and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed \$15,000. All bids must be submitted in writing on the Corporation generated forms or an appropriate substitute and in the manner prescribed by this Policy and by the date and time included in the solicitation.
3. Personal Property valued in excess of \$5,000 up to and including \$15,000 may be negotiated or made by public auction without publicly advertising for bids when approved by the Contracting Officer or, where required, by the Board, such as in Section 5.1 (Paragraphs E and F).
4. Personal Property valued in excess of \$15,000 shall be offered for sale by a formal competitive process that includes public advertising for bids unless one of the exceptions listed in Section 5.1.E is met. If such an exception exists, disposal may be by negotiation or public auction without public advertising, when approved by the Contracting Officer or, where required, by the Board, such as in Section 5.1.G.

Note: For Personal Property valued in excess of \$15,000 disposed of by negotiation, an explanatory statement is required as described in Section 5.1.I.

B. When public advertising is required for disposals, the following steps must be taken pursuant to PAL § 2897:

1. The advertisement shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Personal Property;
2. All bids shall be publicly disclosed at the time and place stated in the advertisement; and
3. The award shall be made with reasonable promptness by notice to the responsible bidder whose bid, in conformance with the solicitation, will be most advantageous to the Corporation, price and other factors considered, provided that any and all bids may be rejected when it is in the public interest to do so.

C. When property is sold by sealed bid, by public auction or by an electronic auction, sale prices are approved by the Manager, Administrative Services or his or her designee. If such person determines that property should be offered at an established or set price due

Guidelines for the Disposal of Canal Corporation Personal Property

to its unusual nature, or any other special conditions that would make competitive bidding impractical, Manager, Administrative Services or designee will recommend an acceptable price and a method of sale to the Contracting Officer for approval.

- D. If the Manager, Administrative Services or designee determines that the best interests of the Corporation are served by selling at public auction, the Manager, Administrative Services) or designee shall supervise the auction and may reject any and all bids considered to be unacceptable.
- E. Where permitted by law, Disposals may be performed by the Commissioner of General Services on behalf of the Corporation when the Corporation has entered into an agreement with the Commissioner of General Services pursuant to PAL and/or other applicable statutes.

4.4 Reports

The Corporation will annually develop and distribute reports regarding Personal Property having a Fair Market Value in excess of \$5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Personal Property disposed of by the Corporation during such period as required by law. The report shall be delivered to the New York State Comptroller, the Director of the Budget, the Commissioner of General Services, the New York Legislature and the Authorities Budget Office.

4.5 Procurement of Surplus Personal Property by Employees

Corporation employees and relatives of such employees or third parties acting on behalf of such employees shall not have any personal interest in, or engage in, any activity, inclusive of bidding for the purchase of Canal Property that would create or appear to create a conflict with the proper discharge of their public duties and are prohibited from subsequently acquiring in any manner. It is important, even in the absence of any impropriety, that no appearance of impropriety is given. Therefore, pursuant to the Public Officers Law, all Corporation employees, their spouses and any children and stepchildren under age 18, stepparents, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, nephew, niece, mother in law, father in law, sister in law, brother in law, daughter in law, son in law are prohibited from procuring Corporation Surplus Personal Property or otherwise securing such property through the use of an agent or other third party.

In addition, Corporation employees, other than the Manager, Administrative Services or designee, shall not disclose to any non-employee any information that they obtain regarding such property due to the nature of their employment. Such disclosure by the Manager, Administrative Services or designee shall only be made in the course of the proper discharge of their official duties.

4.6 Personal Property Discarded by the Corporation

Corporation employees shall not, without written permission of the Executive Deputy Director: (1) retrieve or otherwise take possession of Discarded Property for their own use or for the use of other persons, even for purposes of donation; (2) give Discarded Property

Guidelines for the Disposal of Canal Corporation Personal Property

to other persons; or (3) sell Discarded Property. Any permissions granted pursuant to this section will be retained by the Manager, Administrative Services.

4.7 Signing Authority

1. The Board, if the Fair Market Value of the Property is greater than \$500,000 or if the Disposal is for less than Fair Market Value in accordance with Section 5 (paragraphs F and G).
2. The Contracting Officer if the Fair Market Value is up to \$500,000.
3. The Executive Deputy Director if the Fair Market Value is up to \$100,000.
4. The Manager, Administrative Services if the Fair market Value of the Property is \$5,000 or less.
5. For Fleet related transactions, the Vice President of the Authority's Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000.
6. For Fleet related transactions, the Director of the Authority's Fleet Operation, if the Fair Market Value of the Property is up to \$100,000.

- 4.8 At the request of the Executive Vice President and General Counsel, all Authority Business Units and Department Heads shall support and provide assistance in the coordination and administration of this Policy.

5 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination. In addition, where the conduct engaged in is illegal, violators may be subject to prosecution under applicable federal, state or local laws.

6 REFERENCES

Abandoned Property Law
Canal Law
Personal Property Law
Public Authorities Law
Vehicle and Traffic Law

8 POLICY REVIEW AND EXPIRATION

This document will be reviewed and updated as business needs require. However, a mandatory review will be required on the anniversary date of the approved document.

Revision cycle : Every Year

9 ATTACHMENTS

Attachment 9.1: Sales Agreement

Guidelines for the Disposal of Canal Corporation Personal Property

ATTACHMENT 9.1

PERSONAL PROPERTY SALES AGREEMENT

_____, the Buyer, and the New York State Canal Corp ("Canal Corp"), agree as follows:

- 1) The personal property identified herein is sold by the Canal Corp and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.
- 2) **THE CANAL CORP DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**
- 3) The Buyer warrants that he/she/it is not a current or former Canal Corp employee, is not related to a Canal Corp employee and did not bid on behalf of a Canal Corp employee. Buyer is aware that Canal Corp employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Canal Corp reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.
- 4) The Buyer shall indemnify and hold harmless the State of New York, New York Power Authority and the Canal Corp and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the State of New York, New York Power Authority and the Canal Corp and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

Policy Title:
Guidelines for the Disposal of Canal Corporation Personal Property

5) Except for disposals by public auction, the Buyer shall remove the personal property from the Canal Corp premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York State Canal Corporation.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____, 20_____.

Buyer (Print or Type):

Seller:

New York State Canal Corporation
30 South Pearl Street
Albany, New York,

Authorized Signature

Authorized Signature

Full Name (Printed)

Title

Title

PRIVACY LAW NOTIFICATION

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF CANAL CORPORATION PROPERTY.

Guidelines for the Disposal of Canal Corporation Personal Property

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the New York State Canal Corporation in the sale of Canal Corp personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Canal Corp.

This information will be maintained by the Strategic Supply Management Department at the New York State Canal Corp Corporate Office.

Title: Guidelines for the Disposal of Canal Corporation Personal Property

Document Type: Business Unit Policy

Revision Date: 423/31/2020~~18~~

Reviewer	Name	Title
This document has been reviewed by:	~~Allison Renstrom Shea~~ ~~Vincent P. Esposito, Jr.~~ <u>Eric Rotfeld</u>	~~Special Counsel~~ ~~Assistant General Counsel~~ <u>Principal Attorney II</u>

Content Owner	Signature	Date
Name: <u>Lisa Wright</u> Title: <u>Manager,</u> <u>Administrative Services</u>		

Approver	Signature	Date
Name: John Canale Title: VP ~~Procurement~~ <u>Strategic Supply Management</u>		

Approver	Signature	Date
Name: ~~Robert Lurie~~ Title: ~~EVP & Chief Financial Officer~~		

Policy Title:

Guidelines for the Disposal of Canal Corporation Personal Property

Guidelines for the Disposal of Canal Corporation Personal Property

Note: Revision # should be listed in descending order starting with most recent version at the top

Revision Date	Revision #	Description/Modification	Revision Section (s)	Author
<u>3/31/2020</u>	<u>2</u>	<u>Update of certain organizational titles and the correction of certain inconsistencies, grammatical and otherwise</u>	<u>4.1 F-G, 4.7 2-3</u>	<u>Kevin King</u> <u>Director</u> <u>Transactional</u> <u>Procurement</u>
12/1/18	1	Added Definition of Discarded Property; Added Personal Property Discarded by the Corporation; Revised Violations Section	3 4.6 5	Kevin King Director Transactional Procurement
11/15/2018	0	Original Issue	N/A	Kevin King Director Transactional Procurement

Guidelines for the Disposal of Canal Corporation Personal Property

1 PURPOSE AND SCOPE

This Policy for the disposal of Canal Corporation (“Corporation”) Personal Property, (“Policy”) which complies with Title 5-A, Article 9 of the Public Authorities Law, establishes the Corporation’s Policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Policy designates a Contracting Officer who is responsible for the Corporation’s compliance with, and enforcement of, the Policy.

Powers and duties relating to the New York State Canal System, which were transferred to and merged with the New York Power Authority pursuant to Canal Law Article 1-A, may be exercised by the Authority directly or through the Corporation.

2 APPLICABILITY

This Policy applies to all New York State Canal Corporation employees, Initialisms (Acronyms) and Definitions

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Abandoned Motor Vehicles – a type of tangible Personal Property with special statutory and regulatory requirements for disposal and processing (see Section 5.2.A.).

Abandoned, Lost or Found Personal Property – Property that remains unclaimed after notification to an owner, if known, and/or after being held for the required holding periods as prescribed by law. This includes all lost or mislaid property found on Corporation property/premises, as well as property which is knowingly abandoned.

Authority – Power Authority of the State of New York

Contracting Officer – The Authority’s Vice President - Strategic Supply Management or his/her designee

Corporation – The Canal Corporation

Discarded Property – Personal Property of the Corporation, or other personal property that has come into the Corporation’s possession, that the Corporation has discarded, or designated to be discarded, as scrap or junk.

Disposals –The sale of Personal Property, the transfer of title or any beneficial interest in Personal Property in accordance with this Policy such as leases, and the exchange of Personal Property. Disposals do not include permits, licenses or temporary use documents that are otherwise revocable due to operational requirements or in the best interests of the Corporation.

Guidelines for the Disposal of Canal Corporation Personal Property

Consistent with prior Board action, permits do not convey or transfer a beneficial interest in the Personal Property.

Fair Market Value – The estimated dollar amount that a willing buyer would pay to a willing seller for the Property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by consulting industry-recognized sources, contacting original suppliers, depreciation analysis, appraisals, fair market valuations by public auction or other methods of valuation generally accepted in the industry in which such Property is utilized, as may be approved by the Contracting Officer or authorized designee.

PAL – Public Authorities Law

Personal Property – Property, other than Real Property, owned by the Corporation, regardless of value, and any other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party. Property may include, but is not limited to, materials (Corporation warehouse controlled inventory and Corporation direct turnover materials), tools, equipment or vehicles.

Real Property – Real property, including land, tenements and inherited property owned by the Corporation, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Relative – is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee's grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

Transactions – For purposes of this Policy, transactions shall include, but not be limited to, disposals and the issuance of permits, licenses and other temporary use documents for the use of Personal Property.

4 POLICY IMPLEMENTATION

4.1 General Principles

The Corporation shall maintain adequate inventory controls and accountability systems for all Personal Property under its control.

Guidelines for the Disposal of Canal
Corporation Personal Property

- A. Personal Property that is 1) encroaching on real property under the jurisdiction of the Corporation; or 2) located on real property under the jurisdiction of the Corporation that is: (a) not authorized by the applicable permit, license or lease; or (b) left behind following the expiration, revocation or termination of a permit, license or lease; shall be handled in accordance with this Policy, the terms and conditions of the lease, license or permit regarding the removal of such property, and/or the Canal Law, if applicable.
- B. The Corporation may dispose of any Personal Property not necessary for its corporate purposes in whatever timeframe that either the Contracting Officer or the Corporation Board deems appropriate.
- C. The Corporation may authorize the use of Corporation Personal Property by an entity for any period or term using a temporary, revocable permit, license or other document that does not transfer a beneficial interest in the Personal Property. Such temporary, revocable use is not considered a Disposal for purposes of this Policy.
- D. Personal Property shall not be disposed of by the Corporation for less than fair market value, except in limited circumstances as set forth in Paragraph E, sections 1, 2 and 3 of this Section. Fair Market Value may be determined through the use of appraisals, requests for proposals, the bid or auction process, or other means.
- E. No asset owned, leased or otherwise in the control of the Corporation with a value in excess of \$5,000 may be sold, leased, or otherwise alienated for less than its fair market value except if:
1. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;
 2. the purpose of the transfer is within the purpose, mission or governing statute of the Corporation; or
 3. in the event the Corporation seeks to transfer an asset for less than its fair market value to other than a governmental entity, which disposal would not be consistent with the Corporation's mission, purpose or governing statutes, the Corporation shall provide written notification thereof to the governor, the speaker of the assembly, and the temporary president of the senate, and such proposed transfer shall be subject to denial by the governor, the senate, or the assembly. Denial by the governor shall take the form of a signed certification by the governor. Denial by either house of the legislature shall take the form of a resolution by such house. The governor and each house of the legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the legislature receives notification of a proposed transfer during the months of July through December, the legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the governor, senate, and assembly, the Corporation may effectuate such transfer.
- F. In the event there is a below fair market value asset transfer for property with a value over five thousand dollars (\$5,000) ~~is~~-proposed, the following information must be provided by

Guidelines for the Disposal of Canal
Corporation Personal Property

the Manager, Administrative Services as a trustee item for the Corporation Board at the next scheduled Trustee meeting and the public:

1. a full description of the asset;
 2. an appraisal of the fair market value of the asset and any other information establishing the fair market value sought by the Corporation Board;
 3. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the asset is situated as are required by the transfer;
 4. a statement of the value to be received compared to the fair market value;
 5. the names of any private parties participating in the transfer, and if different than the statement required by Subparagraph (4) of this Paragraph, a statement of the value to the private party; and
 6. the names of any other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.
- G. Before approving the disposal of ~~any~~ property with a value over five thousand dollars (\$5,000) for less than fair market value, the Corporation Board shall consider the information described in Paragraph F of this Section and make a written determination that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of such transfer.
- H. The Corporation must use a competitive process as required by the PAL and any related statutes, including public advertising for Disposals exceeding \$15,000 in value, except in limited circumstances. In order to dispose of Personal Property by negotiation or public auction without public advertising, but subject to obtaining competition as is feasible under the circumstances, one of the following must be met:
1. the Personal Property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the Personal Property is to be sold in such quantity that, if it were disposed of by public advertising, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;
 2. the fair market value of the property does not exceed \$15,000;
 3. bid prices after advertising are not reasonable, either as to all or some part of the Personal Property, or have not been independently arrived at in open competition;
 4. the Disposal will be to the State or any political subdivision, and the estimated fair market value of the Personal Property and other satisfactory terms of disposal are obtained by negotiation;
 5. under those circumstances permitted by Section 5.1 (Paragraphs E, F, and G) of this Policy; or
 6. the action is otherwise authorized by law.

Guidelines for the Disposal of Canal Corporation Personal Property

- I. For Personal Property valued at over \$15,000 disposed of by negotiation, an explanatory statement is required. Not less than 90 days in advance of the Disposal, an explanatory statement shall be prepared and distributed by the Contracting Officer in accordance with PAL § 2897, detailing the circumstances of the Disposal including, but not limited to, the proposed price.
- J. The Corporation shall create a clear and comprehensive record for each Transaction that documents its compliance with this Policy. Such record shall be maintained in a manner and for a period consistent with the applicable document retention policy.

4.2 General Practices

- A. Abandoned Motor Vehicles - The handling and disposal of Abandoned Motor Vehicles is statutorily covered under Vehicle and Traffic Law and not under this Policy.
- B. Abandoned, Lost or Found Personal Property

Abandoned, Lost or Found Personal Property with a value over the statutory limits must, within ten days after the finding or acquisition by Corporation employees or the Corporation's related agents (for example, contractor), be turned over to the New York State Police for processing and forwarding to the Bureau of Office and Building Maintenance Services ("Office Services") at headquarters in Albany. Office Services will return the property to the owner, if known; if the owner of the property is not immediately known, then the property must be held until the statutory holding period has run. At that time, if the property has not been claimed by the true owner or someone with verifiable ownership rights, then Office Services shall return the property to the known independent finder. If the original finder was a Corporation employee or one of its related agents as defined above, ownership then vests in the Corporation and may be treated as other Corporation owned property.

- C. Special Abandoned Personal Property
 1. Personal Property purposely left behind on Corporation property after termination of a previously issued permit, license or lease shall be handled, removed or disposed of under the terms of the permit, license or lease, or if required, pursuant to the applicable provisions of the Canal Law governing encroachments.
 2. Abandoned Personal Property originally issued by the Corporation such as unclaimed wages or benefits, or unclaimed consumer balances shall be held for the required holding times as prescribed by the Personal Property Law and Abandoned Property Law, at which time the property vests in the Corporation.
 3. Other Personal Property such as unclaimed bonds, dividends, interest, securities, etc. owed to security holders shall be held for the required statutory periods by the Corporation's properly delegated trustees or other fiduciaries.

- D. Surplus Personal Property

The Manager, Administrative Services or his or her designee will provide the Executive

Guidelines for the Disposal of Canal Corporation Personal Property

Deputy Director or his or her designee with information on all items of Personal Property declared surplus.

4.3 Disposal Process

The Manager, Administrative Services or his or her designee will prepare a list of all Personal Property to be disposed of and prepare an internal estimate of the value of such property.

A. The method of disposal shall be based on the following Personal Property values:

1. Personal Property valued at less than \$1,000 may be sold or donated, or when having an estimated resale value less than the cost of handling and sale may be disposed of as scrap or junk. The provisions of Section 5.6 will apply to such property.
2. Solicitation via telephone, email, and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed \$15,000. All bids must be submitted in writing on the Corporation generated forms or an appropriate substitute and in the manner prescribed by this Policy and by the date and time included in the solicitation.
3. Personal Property valued in excess of \$5,000 up to and including \$15,000 may be negotiated or made by public auction without publicly advertising for bids when approved by the Contracting Officer or, where required, by the Board, such as in Section 5.1 (Paragraphs E and F).
4. Personal Property valued in excess of \$15,000 shall be offered for sale by a formal competitive process that includes public advertising for bids unless one of the exceptions listed in Section 5.1.E is met. If such an exception exists, disposal may be by negotiation or public auction without public advertising, when approved by the Contracting Officer or, where required, by the Board, such as in Section 5.1.G.

Note: For Personal Property valued in excess of \$15,000 disposed of by negotiation, an explanatory statement is required as described in Section 5.1.I.

B. When public advertising is required for disposals, the following steps must be taken pursuant to PAL § 2897:

1. The advertisement shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Personal Property;
2. All bids shall be publicly disclosed at the time and place stated in the advertisement; and
3. The award shall be made with reasonable promptness by notice to the responsible bidder whose bid, in conformance with the solicitation, will be most advantageous to the Corporation, price and other factors considered, provided that any and all bids may be rejected when it is in the public interest to do so.

C. When property is sold by sealed bid, by public auction or by an electronic auction, sale prices are approved by the Manager, Administrative Services or his or her designee. If such person determines that property should be offered at an established or set price due

Guidelines for the Disposal of Canal Corporation Personal Property

to its unusual nature, or any other special conditions that would make competitive bidding impractical, Manager, Administrative Services or designee will recommend an acceptable price and a method of sale to the Contracting Officer for approval.

- D. If the Manager, Administrative Services or designee determines that the best interests of the Corporation are served by selling at public auction, the Manager, Administrative Services) or designee shall supervise the auction and may reject any and all bids considered to be unacceptable.
- E. Where permitted by law, Disposals may be performed by the Commissioner of General Services on behalf of the Corporation when the Corporation has entered into an agreement with the Commissioner of General Services pursuant to PAL and/or other applicable statutes.

4.4 Reports

The Corporation will annually develop and distribute reports regarding Personal Property having a Fair Market Value in excess of \$5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Personal Property disposed of by the Corporation during such period as required by law. The report shall be delivered to the New York State Comptroller, the Director of the Budget, the Commissioner of General Services, the New York Legislature and the Authorities Budget Office.

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In addition, Corporation employees, other than the Manager, Administrative Services or designee, shall not disclose to any non-employee any information that they obtain regarding such property due to the nature of their employment. Such disclosure by the Manager, Administrative Services or designee shall only be made in the course of the proper discharge of their official duties.

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Guidelines for the Disposal of Canal Corporation Personal Property

to other persons; or (3) sell Discarded Property. Any permissions granted pursuant to this section will be retained by the Manager, Administrative Services.

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1. The Board, if the Fair Market Value of the Property is greater than \$500,000 or if the Disposal is for less than Fair Market Value in accordance with Section 5 (paragraphs F and G).
2. The Contracting Officer if the Fair Market Value is up to \$500,000-~~00~~.
3. The Executive Deputy Director if the Fair Market Value is up to \$100,000-~~00~~.
4. The Manager, Administrative Services if the Fair market Value of the Property is \$5,000 or less.
5. For Fleet related transactions, the Vice President of the Authority's Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000.
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Revision cycle : Every Year

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Attachment 9.1: Sales Agreement

ATTACHMENT 9.1**PERSONAL PROPERTY
SALES AGREEMENT**

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- 1) The personal property identified herein is sold by the Canal Corp and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.
- 2) **THE CANAL CORP DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**
- 3) The Buyer warrants that he/she/it is not a current or former Canal Corp employee, is not related to a Canal Corp employee and did not bid on behalf of a Canal Corp employee. Buyer is aware that Canal Corp employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Canal Corp reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.
- 4) The Buyer shall indemnify and hold harmless the State of New York, New York Power Authority and the Canal Corp and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the State of New York, New York Power Authority and the Canal Corp and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

Policy Title:
Guidelines for the Disposal of Canal Corporation Personal Property

5) Except for disposals by public auction, the Buyer shall remove the personal property from the Canal Corp premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York State Canal Corporation.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____, 20_____.

Buyer (Print or Type):

Seller:

New York State Canal Corporation
30 South Pearl Street
Albany, New York,

Authorized Signature

Authorized Signature

Full Name (Printed)

Title

Title

PRIVACY LAW NOTIFICATION

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF CANAL CORPORATION PROPERTY.

Guidelines for the Disposal of Canal Corporation Personal Property

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the New York State Canal Corporation in the sale of Canal Corp personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Canal Corp.

This information will be maintained by the ~~Procurement~~ Strategic Supply Management Department at the New York State Canal Corp Corporate Office.

CANAL CORPORATION

2019 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000

DESCRIPTION	PURCHASER	SALE PRICE	PRICE RECEIVED by Canal Corp.
REMANUFACTURED CAT 3306 DEISEL ENGINE	MICHAEL FERRUCCI REPAIR INC.	\$ 5,100.00	\$ 5,100.00
VARIOUS SCRAP ITEMS	ASSET RECOVERY ENG ASSOC.	\$ 14,600.00	\$ 14,600.00
1982 FMC 10 TON CRANE	SHEEHAN EQUIPMENT CORP.	\$ 25,100.00	\$ 25,100.00
1972 PETTIBONE 30 TON CRANE	McLOUGHLIN'S MFD HOME MOVING	\$ 9,400.00	\$ 9,400.00
1990 GROVE RT875CC 40 TON CRANE	BRIAN YOUNG	\$ 21,100.00	\$ 21,100.00
VARIETY SHEET METAL	RANDY RICHES NY DRILLING SVCS.	\$ 23,100.00	\$ 23,100.00
2002 INTL / NAVISTAR 2574 DUMP TRUCK	LARRY FLECKENSTEIN	\$ 5,200.00	\$ 5,200.00
BERTSCH PLATE ROLL	PHILLIP ORTIZ MFG. CORP.	\$ 10,600.00	\$ 10,600.00
1976 P&H MT250 TELESCOPIC BOOM CRANE	DAVID SCHWALENBERG	\$ 5,600.00	\$ 5,600.00
	TOTAL:	\$ 119,800.00	\$ 119,800.00

CANAL CORPORATION

2019 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000

FLEET OPERATIONS

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED * by Canal Corp
2002 CHEV SILVERADO 3500 DUMP TRUCK	DAVID S. BROWN	\$ 6,400.00	\$ 0.00	\$ 6,400.00
FLEET SUBTOTAL:		\$ 6,400.00	\$ 0.00	\$ 6,400.00
+ SUBTOTAL Page 1:		<u>\$ 119,800.00</u>	--	<u>\$ 119,800.00</u>
GRAND TOTAL:		<u>\$ 126,200.00</u>	\$ 0.00	<u>\$ 126,200.00</u>

**CANAL CORPORATION OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS**

EXECUTIVE SUMMARY

The Canal Corporation (Canals) runs the New York State Canal System, which includes the Erie, Champlain, Oswego and Cayuga-Seneca canals. Spanning 524 miles, the waterway links the Hudson River with the Great Lakes, the Finger Lakes and Lake Champlain. In 2017, the Canal Corporation celebrated the 200th anniversary of the groundbreaking for the Erie Canal, which occurred in the city of Rome on July 4, 1817. The Canal System includes the Erie Canalway Trail, a multi-use trail designed to accommodate pedestrians, bicyclists, and cross-country skiers. Together, the canals and trail create a world-class recreation way that is a vibrant, scenic and unique New York resource.

The Canal Corporation is fully integrated into the NYPA procurement process and all related contracts for goods and services.

PROCUREMENT GUIDELINES (Exhibit “A-2”)

In compliance with the applicable provisions of § 2879 of the Public Authorities Law (“PAL”), as amended, the Authority has established comprehensive Guidelines for Canals detailing its operative policy and instructions concerning the use, awarding, monitoring and reporting of procurement contracts. The Guidelines describe the Canal’s process for soliciting proposals and awarding contracts. Topics detailed in the Guidelines include solicitation requirements, evaluation criteria, contract award process, contract provisions, change orders, Minority- and Women-owned Business Enterprise (“MWBE”) and Service-Disabled Veteran-Owned Business (“SDVOB”) requirements, employment of former officers and reporting requirements. These Guidelines mirror the Authority’s Guidelines. The Canal Guidelines which are approved by the Board, were initially approved on March 20, 2018, amended as deemed advisable and necessary, and reviewed and approved by the Board annually since that date, most recently on March 26, 2019.

Staff has reviewed the Procurement Guidelines and recommends several changes to make them more consistent with the law or to improve or clarify the Canal’s procurement process. These Guidelines, as reviewed by the Governance Committee on March 31, 2020, are now presented to the full Board for review and approval at this annual meeting of the same date. The approved Guidelines will become effective on March 31, 2020 and will be posted on the Canal’s internet website. Along with the Authority’s Guidelines they will also be filed with the Director of the Division of the Budget, the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, the Assembly Ways and Means Committee and the Authorities Budget Office within 90 days of the end of the calendar year.

ACCOMPLISHMENTS

Major procurement efforts in 2019 include the kick off of the Reimagine Canal Initiative, the purchase of hopper barges, Syracuse Inner Harbor dredging, Rochester East Guard Lock Rehabilitation, Albion Waste Weir Rehabilitation, DeRuyter Reservoir Dam Rehabilitation, statewide Canal Structures Dam Safety Inspections, and the continuation of the Canalway Trail projects.

SUPPLIER DIVERSITY PROGRAM (“SDP”)

From January 1, 2019 to December 31, 2019 the Authority and the Canal Corporation expended \$126.3 million, or 26%, of its reportable expenditures to New York State-certified Minority-Women-owned Business Entities (“MWBEs”). This includes direct contracts and subcontracts, as well as construction and energy efficiency-related work. Additionally, Treasury transactions with NYS-certified MWBE financial dealers for the same period resulted in \$362.9 million, or 21.2%, in principal sales and purchases for the Authority.

Service-Disabled Veteran-Owned Business (“SDVOB”) utilization for the period January 1, 2019 to December 31, 2019 was approximately \$11.9 million, or 94%, of designated spend. Additionally, SDVOB financial dealers transacted over \$163.6 million, or 9.6%, in principal sales and purchases during the same period.

The Authority’s request for a more appropriate and attainable 2019 Goal Plan of 22% was again approved. Management continues to be confident that the new procurement model, proper procurement goal assessment, enhanced tracking and reporting of MWBEs and SDVOBs along with the revised approaches in determining MWBE goal participation collectively provides the Authority continued success in providing opportunities to diverse suppliers.

The Authority is diligent in its work with Empire State Development (“ESD”) and the Office of General Services to meet their respective legislative requirements. SDP management continues to work with ESD’s Business Development Unit to create a Mentor-Protégé Program and anticipates onboarding participants by Q3 2020.

In 2019 SDP hosted three (3) outreach events, a Supplier Expo in White Plains (September), Purchasing Exchanges at the Visitor’s Center in Niagara (August) and the Visitor’s Center in St. Lawrence (May). The Supplier Expo which included Canal suppliers was by far the largest event with 14 state agency exhibitors and 25 vendors. The event included morning and afternoon workshops with panelists and moderators on topics that were impactful and educational for all 225 participants. In addition, SDP also participated as an exhibitor in 9 outreach events throughout the state and served as a panelist at one event.

December 2019, NYPA was asked to present at the MWBE Monthly Authority Chamber Meeting in the Capital’s Blue Room on “MWBE Best Practices.” Victoria Daniels, Manager,

Supplier Diversity and Eric Alemany, Director of Supplier Relationship Management attended the December 12th meeting and presented on NYPA's behalf.

Please note that the rates and values in this summary were generated for internal tracking purposes based on NYPA's calendar year reporting and is not be in alignment with approved NYS fiscal year measures.

CREDIT CARD PROCUREMENT SYSTEM (CCPS)

In 2019 the Canal Corporation CCPS program expanded to approximately 130 cardholders and totaled nearly \$3.6 million in spend for the year. Canals averaged 1154 transactions per month with an average single transaction value of approximately \$260. The average monthly value was \$300k.

2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS (Exhibit "A-3")

The full Annual Report of Procurement Contracts includes Authority, Canal, Fuel and Financial contracts, and the Canal Corporation portion has been provided here as Exhibit A-3. The Annual Report includes specific details for procurements with a value of \$5,000 or greater that were open, completed or awarded in 2019, including contracts that were extended into 2020 or beyond. There were 361 such Canal contracts with a value of nearly \$315 million, with a total procurement expenditure in 2019 exceeded \$87 million.

The following is a breakdown of the total value of active contracts:

- 10% Architectural and Engineering Services
- 60% Construction Services
- 9% Equipment and Commodities including IT Hardware and Software
- 14% Personal Service contracts such as professional consulting services
- 7% Non-Personal Service contracts such as maintenance, repairs, technicians and contingent workforce

Based on the total value of the contracts reported (\$315 million), approximately 99% of contracts awarded were competitively bid. In 2019, approximately 1% of contracts (with a total contract value of \$3.2 million) were sole/single-source awards which included over \$617 thousand in MWBE, SDVOB, and SBE contract awards. The sole/single-source awards included, but were not limited to, the purchase of spare parts and services from original equipment manufacturers (OEM), procurements from proprietary sources, procurements required on an emergency basis.

CANAL CORPORATION GUIDELINES FOR PROCUREMENT CONTRACTS**1. PURPOSE**

These Guidelines for Procurement Contracts (“Guidelines”) set forth the policy of Canal Corporation regarding the solicitation and awarding of Procurement Contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

- A. “Procurement Contracts” are contracts for the acquisition of goods and/or services in the actual or estimated amount of \$5,000 or more. Such goods and/or services are those necessary to support the Canal Corporation offices, facilities, operations and maintenance (“O&M”) and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C below.
- B. “Non-Procurement Contracts” include contracts valued under \$5,000, certain insurance and healthcare products that do not readily lend themselves to a competitive solicitation, contracts for the direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Canal Corporation participates.
- C. “Services Contracts” are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Canal Corporation) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Canal Corporation) and construction management. Non-Personal Services include but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Canal Corporation supervision; maintenance, repairs, and printing services.

Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Canal Corporation staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

- D. “Goods” include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as “Equipment” where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.
- E. “Software” includes on-premise applications as well as Software-as-a-Service (SaaS) which is defined as a software distribution model in which a third-party provider hosts application and makes access available to customers over the Internet. “Software” shall be considered “Equipment” where such term is used throughout these Guidelines.
- F. “Evaluation of Proposals,” as further set forth in Section 4 below, includes as evaluating factors the Canal Corporation consideration of a bidder’s skill, judgment and business integrity.
- G. “Contact” is any oral, written or electronic communication with the Canal Corporation under circumstances where a reasonable person would infer that the communication was intended to influence the Canal Corporation conduct or decision regarding the procurement.
- H. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.
- I. “Minority- and Women-owned Business Enterprise” (“MWBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Canal Corporation Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.

- J. “Small Business” (or Small Business Enterprise, “SBE”), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1) in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.
- K. “Single Source” is a procurement in which the Canal Corporation, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.
- L. “Sole Source” is a procurement in which only one offeror is capable of supplying the required goods or services.
- M. “Service-Disabled Veteran-Owned Business” (“SDVOB”) is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.
- N. “Discretionary Purchase” is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding \$500,000 for the purchase of commodities and/or services from Small Business Enterprises or NYS-certified MWBE firms, and without a dollar cap for SDVOB firms, as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Canal Corporation, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than \$500,000, pursuant to State Finance Law § 163.
- O. “Disadvantaged Business Enterprise” (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

- P. “Operation and Maintenance” (“O&M”) generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an “asset”) in optimal operating condition and/or to restore an asset to its productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA’s production/transmission facilities and energy programs.
- Q. “Capital projects” generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA’s customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. **SOLICITATION REQUIREMENTS**

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Strategic Supply Management (“SSM”) Department, or the Canal Corporation SSM Department, and the initiating department. Except as otherwise authorized by these Guidelines, a Request for Proposals (“RFP”) or Request for Quotations (“RFQ”) will be made available to a minimum of three providers and/or firms (if available) for purchases valued under \$50,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$50,000 and greater, commensurate with the magnitude and nature of the goods and/or services, and the schedule for performance.
- B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information (“RFI”). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder’s skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.
- C. The Canal Corporation may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Canal Corporation does so at its own cost or expense and will not be reimbursed by the Canal Corporation for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Canal Corporation representative.
- D. In order to promote the use of Minority- and Women-owned Business Enterprises (“MWBEs”), Service-Disabled Veteran-Owned Businesses (“SDVOBs”) and Small

Business Enterprises (“SBEs”), the Canal Corporation will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding \$500,000, in the aggregate including all amendments, from a NYS-certified MWBE or an SBE that offers a reasonable price for such goods and/or services. An SDVOB may be awarded on the basis of a single proposal that offers a reasonable price for such goods and/or services without a dollar cap. The award of such proposal requires the written approval of the Vice President, SSM. Any subsequent alteration to the accepted proposal, including, but not limited to, change orders, amendments, or supplemental terms shall also necessitate the written approval of the Vice President, SSM. Furthermore, the award of such Procurement Contracts will be noticed on the *Contract Reporter* website, as further set forth in Section 3.H.

- E. It is the policy of New York State to promote the participation of and maximize the opportunities for New York State Business Enterprises and New York State residents in Procurement Contracts. The Canal Corporation will endeavor to promote such participation and to comply with the applicable statutory provisions. In furtherance of Public Authorities Law § 2879, the following definitions and actions apply:
1. “New York State Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation that offers for sale or lease or other form of exchange, goods sought by the Canal Corporation that are substantially manufactured, produced or assembled in New York State or services, excluding construction services, sought by the Canal Corporation that are substantially performed within New York State as further described in Public Authorities Law § 2879.
 2. “New York State resident” is a person who maintains a fixed, permanent and principal home in New York State to which such person, whenever temporarily located, always intends to return as further described in Public Authorities Law § 2879.
 3. “Foreign Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale, lease or other form of exchange, goods sought by the Canal Corporation that are substantially produced outside New York State, or services other than construction services, sought by the Canal Corporation that are substantially performed outside New York State as further described in Public Authorities Law § 2879. For purposes of construction services, Foreign Business

Enterprise is a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.

4. “Discriminatory Jurisdiction” is any country, nation, province, state or political subdivision thereof which employs a preference or price distorting mechanism to the detriment of, or otherwise discriminates against, a New York State Business Enterprise in the procurement of goods and/or services by the same or a non-governmental entity influenced by the same.
 5. Pursuant to Public Authorities Law § 2879, the Canal Corporation shall not enter into a contract with a Foreign Business Enterprise which has its principal place of business in a Discriminatory Jurisdiction contained on the list prepared by the Commissioner of the New York State Department of Economic Development (“DED”). The provisions of this section may be waived by the NYPA’s President and CEO if the CEO determines in writing that it is in the best interests of the Canal Corporation to do so, as further set forth in the above-referenced law.
 6. Pursuant to Public Authorities Law § 2879, the Canal Corporation will, where feasible, make use of the stock item specification forms of New York State manufacturers, producers and/or assemblers, as made available by the Commissioner of General Services, for any Procurement Contract for the purchase of goods.
- F. Certain goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State (e.g., the New York State Office of General Services (“OGS”)) or Federal government (e.g., General Services Administration (“GSA”)) or any city or municipality where the White Plains SSM Department, or Canal Corporation SSM Department, and the initiating department determine that a reasonable potential exists for cost savings or other benefits to the Canal Corporation and have approved the specifications and proposed terms and conditions of such contract.

Certain Procurement Contracts established by the OGS or GSA require that authorized users conduct a “mini-bid” (i.e., an abbreviated supplemental competitive bid procurement process) among prequalified bidders identified in such established contracts. Certain other Procurement Contracts issued by the Canal Corporation (e.g., for on-call consulting or contracting services) may also utilize a mini-bid process, typically, in cases of a multiple award, where a contract is awarded to more than one bidder that meets the Canal Corporation bid requirements, in order to satisfy multiple factors and needs as set forth in the bid document. Such mini bids shall be conducted by the Canal’s Corporation SSM staff (or on behalf of the Canal Corporation by an Implementation Contractor) where applicable and practicable. Within a said multiple award group, work may be assigned to a specific firm without conducting a mini-bid, under certain

circumstances, including but not limited to: where such firm possesses specialized expertise and is uniquely qualified to perform such work; where time constraints, emergency or other critical conditions exist or geographic location is of primary consideration in order to meet schedule requirements, respond to emergent issues or otherwise meet the Canal's Corporation needs; or when the work scope is below a specified monetary threshold. The decision to assign work without conducting a mini bid shall typically be made jointly by the Canal Corporation SSM Department and initiating departments and shall be documented for the Procurement Record.

- G. Solicitations will include a scope of work that defines the goods required and/or the services to be performed; evaluation criteria (as defined in Section 4.B.); milestone dates; the Canal Corporation Supplier Diversity Program and SDVOB requirements, if applicable; all other applicable Canal Corporation requirements and any special methods or limitations that the Canal Corporation chooses to govern the work. Telephone solicitation, usually for procurements valued at less than \$50,000, may be used where time constraints do not permit issuance of an RFP, where issuance of an RFP is otherwise impracticable or for goods that are catalog items or do not require a detailed bill of materials or specification. All solicitations made by telephone shall be documented and made part of the Procurement Record.
- H. For all Procurement Contracts with a value equal to or greater than \$50,000 (except for those contracts noted below), the Canal Corporation will, prior to soliciting proposals, submit all required information to the Commissioner of the DED to be included on the New York State *Contract Reporter* website, (www.nyscr.ny.gov) (unless such posting would serve no useful purpose). Such information will be submitted to the DED Commissioner in accordance with the schedule set forth by the DED. The due date for bids or proposals will be a minimum of 15 business days after the date of publication of such notice on the *Contract Reporter* website, except where a shorter period is specifically authorized by law. For Procurement Contracts resulting from a Request for Proposal process, the Canal Corporation will submit the results of the bid opening, including the names of firms submitting proposals and the name/s of the awardee/s, for inclusion on the *Contract Reporter* website. For all other Procurement Contracts, the name of the awardee will be submitted.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.M, (ii) Procurement Contracts being rebid or re-solicited for substantially the same goods and/or services, within 45 business days after the original due date, and/or (iii) Procurement Contracts awarded to not-for-profit human services providers. (See Article 4-C, Economic Development Law)

Certain Procurement Contracts may require purchases: (1) on a spot market; (2) needed prior to the time limits for noticing on the Contract Reporter website or that do not lend themselves to the solicitation process. Such purchases are exempted

from the noticing requirements of Article 4-C of the Economic Development Law subject to the approval of the NYPA Vice President of Strategic Supply Management (SSM), and/or the head of the initiating department that does not complete its procurements through NYPA SSM or the Canal Corporation SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Canal Corporation.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of \$50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding \$500,000 awarded to Small Business Enterprises (SBEs) or MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, for discretionary awards on a single or sole source basis to SDVOB's, or for the purchase of food, including milk and milk products that are grown, produced or harvested in New York State, and certain other Procurement Contracts exempt from the general advertising requirement for Procurement Contract bidding opportunities, in accordance with the afore-referenced law. Such notice shall specify the name of the awardee.

- I. In order to further increase participation of service-disabled veterans in New York State's contracting opportunities, the Service-Disabled Veteran-Owned Business ("SDVOB") Act was signed into law on May 12, 2014. The SDVOB program provides for eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business. The Division of Service-Disabled Veterans' Business Development within the New York State Office of General Services ("OGS") is responsible for certifying eligible SDVOBs, assisting agencies and authorities in complying with the law, and promoting SDVOB participation in the state's procurement activities. Under this program, contracts may be awarded on a non-competitive basis to NYS-certified SDVOBs for discretionary purchases. Alternately, contracts may be competitively bid exclusively among NYS-certified SDVOBs regardless of value, and advertised as such on the *Contract Reporter* website.
- J. Proposals for certain Services Contracts may also be solicited by competitive search, as follows:

For contracts where the scope of work cannot be well defined or quantified, or where selection requires evaluation of factors such as breadth and depth of experience in a unique or highly specialized field and suitability as a Canal Corporation representative, a "competitive search" will be conducted to determine which consultants are most qualified, for reasonable compensation terms, to perform the work. Depending on market conditions, at least five potential sources should be evaluated; if there are fewer than five sources, all sources should be evaluated. The NYPA SSM Department or the Canal Corporation SSM Department staff will work

with the initiating department to gather information from potential sources, that will include a description of the consultant/firm's qualifications, résumés of key personnel, past experience and proposed billing rates.

- K. A Procurement Contract may be awarded on a Sole Source, Single Source, or other non-competitive basis where:
1. Compatibility of equipment, accessories or spare or replacement parts is the paramount consideration.
 2. Services are required to extend or complement a prior procurement and it is impracticable or uneconomic to have a source other than the original source continue the work.
 3. A sole supplier's item is needed for trial use or testing, or a proprietary item is sought for which there is only one source.
 4. Other circumstances or work requirements exist that cause only one source to be available to supply the required goods and/or services.
 5. The contract is awarded to a Small Business Enterprise or to a NYS-certified MWBE firm for discretionary purchases not exceeding \$500,000, pursuant to Section 3.D and as further set forth in Section 2.M.
 6. The contract is awarded to a NYS-certified SDVOB for a discretionary purchase
 7. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding \$500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 8. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding \$500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 9. Purchases made on a Sole Source, Single Source, or other non-competitive basis are subject to Public Authorities Law § 2879-a, 2 NYCRR Part 206, entitled "Comptroller Approval of Contracts Made by State Authorities" ("Comptroller Regulations") and the State Authority Contract Manual.
- L. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Canal Corporation may be required to submit certain contracts to the New York State Comptroller for approval that are awarded on a Sole Source, Single Source, or other non-competitive basis for the purchase of goods and/or services in an amount in excess of \$1 million, and shall notify the successful bidder therefor. Such contracts or contract amendments shall not be valid and enforceable unless approved by the Comptroller or until 90 days have elapsed from such submission without action by the Comptroller, as further set forth in the referenced law and regulations.
- M. Subject to the Canal Corporation Expenditure Authorization Procedures ("EAPs"), and Public Authorities Law § 2879-a, the Comptroller Regulations and

the State Authority Contract Manual, a Procurement Contract may be awarded without following the solicitation requirements that ordinarily apply (but using such competitive selection procedures as are practicable under the circumstances) where emergency conditions exist, such as:

1. A threat to the health or safety of the public or Canal Corporation employees or workers.
 2. Proper functioning of the Canal Corporation facilities or construction or operating projects requires adherence to a schedule that does not permit time for an ordinary procurement solicitation.
- N. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the department head or other authorized equivalent per the EAPs will provide a written statement explaining the compelling reasons therefor to the NYPA Vice President, SSM. The award of such Procurement Contracts, regardless of value, requires the written approval of the NYPA Vice President, SSM, except as noted in Section 3.H.
- O. Every potential Sole Source or Single Source contract with a value of \$1 million or more must be approved by the NYPA President and CEO or the COO prior to processing by the NYPA SSM Department or Canal Corporation SSM Department.
- P. In furtherance of Public Authorities Law § 2800, when a procurement is made on a non-competitive basis, and the price for goods or services purchased exceeds fair market value, prior to making the purchase, the Business Unit Head of the initiating department shall provide a detailed explanation of the justification for making the purchase and a certification shall be signed by the NYPA Chief Executive Officer and Chief Financial Officer stating that they have reviewed the terms of such purchase and determined that it complies with applicable law and procurement guidelines. The following definition shall apply: “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by internal appraisals, industry-recognized sources, or other methods of valuation generally accepted in the industry in which such property is utilized, as may be approved by the NYPA Vice President, SSM or authorized designee.
- Q. It is the policy of New York State to discourage improper communications intended to influence a governmental procurement. The Canal Corporation will endeavor to control such practices and will comply with the applicable statutory provisions. In furtherance of the State Finance Law §§ 139-j and 139-k, the following shall apply:

The “Restricted Period” is the period of time commencing with the earliest posting, on the Canal Corporation website, in a newspaper of general circulation, or in the

Procurement Opportunities Newsletter (i.e., New York State *Contract Reporter*) in accordance with Article 4-C of the Economic Development Law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from offerors (i.e., bidders/contractors) intending to result in a Procurement Contract with the Canal Corporation and ending with the final contract award and approval by the Canal Corporation and, where applicable, the State Comptroller. The “Restricted Period” also applies to a “mini-bid” process that may be utilized in certain established OGS, GSA or Canal Corporation multiple award contracts, as provided in Section 3.F.

The Canal Corporation shall designate a person or persons who may be contacted, with respect to each Canal Corporation procurement. The bidders/contractors or persons acting on their behalf, shall only contact the Canal Corporation’s designated person or persons where a reasonable person would infer that the communication was intended to influence the procurement during the Restricted Period.

- R. In furtherance of the Canal Corporation commitment to ensure transparency and accountability of its operations, every member, officer or employee of the Canal Corporation who is contacted by a lobbyist is required to make a contemporaneous record of such contact, pursuant to Public Authorities Law § 2987.
- S. Project Sunlight (Chapter 399, Part A, Section 4 of the Laws of 2011) requires the Canal Corporation to record in a database maintained by the New York State Office of General Services certain appearances between the Canal Corporation and individuals, firms or other entities (excluding elected officials and representatives of federal, state and local agencies and authorities) relating to the procurement of a contract, with a value of \$25,000 or more, for real property, goods or services. Appearances are defined as an interaction through an in-person meeting or a video conference between covered individuals. Appearances related to emergency procurements and disposal of property through public auctions are excluded, as are appearances that take place during the formal “Restricted Period.” Covered individuals at the Canal Corporation means an employee who has the power to exercise discretion in procurement matters or advises someone who exercises such discretion. A covered individual outside of the Canal Corporation means both “external” (e.g., a lobbyist) and “internal” (e.g., sales representative) representatives of an entity, individuals appearing on behalf of themselves, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Canal Corporation Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the Canal Corporation SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the NYPA Vice President, SSM or designee, to reduce the price quoted. Factors to be considered in reaching the proper course of action include but are not limited to: the effects of a delay on both the schedule and the cost of the specific capital construction project or outage at an operating facility, the magnitude of the contract, available bidders, the ability to attract additional competition if the solicitation is reissued, and the accuracy of the original cost estimate. The recommended course of action and the reasons therefor must be fully documented in a memorandum for consideration by the appropriate level of management prior to approval and placed in the appropriate procurement file.

- B. Factors to be considered in evaluating the goods and/or services to be supplied and/or the competence of the bidder are: previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the Canal Corporation work and the ability to provide any needed advanced techniques such as simulation and modeling; and overall, the bidder's skill, judgment and business integrity. The approach proposed in meeting the exact requirements of the scope of work will be given consideration in evaluating the technical merit of the proposal, together with a well-organized task structure, the ability to timely supply the goods and/or perform the proposed services and the ability to meet Supplier Diversity Program goals, if any. The need to purchase the goods from and/or subcontract performance of services to others will be evaluated as to their effects on cost, as well as quality, schedule and overall performance.

Another factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and

suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is \$250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or Procurement Contract proposal based on lack of adherence to diversity practices.

- C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.
- D. For Procurement Contracts for Goods (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Canal Corporation may award on a "Best Value" basis for awarding contracts to the offeror that optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis and may also identify a quantitative factor for offerors that are Small Businesses or NYS-certified SDVOB or MWBE firms.

- E. Pursuant to § 139-k of the State Finance Law, the Canal Corporation shall not award a Procurement Contract (as defined in Subsection 3.Q.1 of these Guidelines) to a bidder/contractor who fails to provide timely, accurate and complete responses to inquiries about past determinations of non-responsibility (unless awarding the contract is necessary to protect public property or public health or safety and the bidder/contractor is the only source capable of supplying the required article of procurement within the necessary timeframe.)

A bidder's/contractor's knowing and willful violation of the Canal Corporation policy providing for certain procurement disclosures shall result in a determination of non-responsibility of such bidder/contractor pursuant to State Finance Law §§ 139-j and 139-k only.

More than one determination of non-responsibility due to violations of State Finance Law § 139-k in a four-year period shall render a bidder/contractor ineligible to submit bids for four years from the second determination of non-responsibility.

- F. An award to "other than low bidder" can be made only with the approval of appropriate management as stipulated in the EAPs, and should be based on such a

proposal providing a clear advantage to the Canal Corporation over the lower-priced proposal. Factors justifying an “other than low bidder” award may include, but are not limited to: improved delivery schedules that will reduce outages; longer warranty periods; improved efficiency over the usable life of the equipment; reduced maintenance costs; the bidders’ financial resources or the ability to meet or exceed Supplier Diversity Program and SDVOB goals; and overall, the bidder’s skill, judgment and business integrity.

- G. The specifications set forth in any solicitation prepared under these Guidelines were based upon information available at the time of the preparation of the solicitation. Thus, the Canal Corporation may diverge from the specifications of any solicitation if, after review of the proposals responsive to such solicitation, the Canal Corporation deems it prudent in light of its experience, the circumstances of the solicitation and/or potential cost savings.

5. RECOMMENDATION OF AWARD

- A. A recommendation for approval of a proposed award of a Procurement Contract is usually prepared in the form of a memorandum or e-mail by the department requiring the goods and/or services. The recommendation must include an evaluation of proposals as specified in Article 4 above, as well as proposed specific compensation terms that provide a clear breakdown of cost factors and methods of calculation, including, as applicable:
1. Lump sum and/or unit prices for equipment and construction work.
 2. Hourly or daily rates for personnel.
 3. Markups for payroll taxes, fringe benefits, overhead and fees, if the proposal is based on reimbursement of actual payroll costs.
 4. Terms for reimbursement of direct out-of-pocket expenses, such as travel and living costs, telephone charges, services of others and computer services.
 5. Provisions, if any, for bonus/penalty arrangements based on target person-hours and/or target schedule.
- B. The recommendation will also review any substantive exceptions to commercial and technical requirements of a price inquiry, RFP, RFQ or bidding documents, including but not limited to payment terms, warranties and bond requirements, if any, as well as Supplier Diversity Program requirements, as applicable.

6. AWARD OF CONTRACT

- A. Services Contracts (which include contracts for Construction, Personal and Non-personal services, as defined in Section 2.C.) valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months are approved and reviewed annually by the Canal Corporation Board of Directors. Services Contracts for a period of less than 12 months are approved by authorized designees in accordance with existing EAPs. Extending a contract for services with an initial duration of less than 12 months beyond 12 months will be approved by the Canal Corporation Board of Directors at the request of the initiating department and will be reviewed by the Canal Corporation Board of Directors annually. Extending a contract for services, that has previously been approved by the Canal Corporation Board of Directors, for a cumulative term of more than 12 months requires further Canal Corporation Board of Director approval.
- B. Extending a contract, previously approved by the Canal Corporation Board of Directors, for 12 months or less (“grace period”) requires approval by the NYPA Vice President, SSM of the requesting department or other authorized equivalent or designee in accordance with existing EAPs and concurrence by the NYPA Vice President, SSM.
- C. For Services Contracts valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months that must be awarded prior to the next quarterly Canal Corporation Board of Directors meeting, the initial contract will be issued for the entire intended term of the contract. Based on its total term and value, such contract must be approved in writing by the appropriate management as set forth in the EAPs. Such contract is subject to the Canal Corporation Board of Directors’ approval, at the next quarterly Canal Corporation Board of Directors’ meeting. If such approval is not granted, the contract will be terminated immediately.
- D. A contract or contract task valued or estimated to be \$5,000 or greater is deemed to be for services in excess of 12 months where the contract does not specify a definite term and the work will not be completed within 12 months, and any “continuing services” contract with no fixed term that provides for the periodic assignment of specific tasks or particular requests for services. This includes Canal Corporation Board of Directors-approved contracts for architect/ engineering services with the original engineers of operating facilities, as well as the original supplier of steam supply systems or boilers and turbine generating equipment. Each task authorized under such contracts (which may be referred to as a “Change Order,” “Purchase Order” or “Task Number”) is considered a separate commitment and must be separately approved in accordance with the EAPs.
- E. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.

- F. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.D) valued or estimated to be \$5,000 or greater are subject to the management approval thresholds established in the EAPs, and require Trustee approval only once those thresholds are exceeded.
- G. When time constraints or emergency conditions require extending an existing contract with an initial duration of less than a year beyond a year, and the cumulative monetary change order value does not exceed the appropriate limit set forth in the EAPs, the Department Head, with the prior concurrence of the NYPA Vice President, SSM or equivalent(s) or designee, may authorize extending such contract, subject to the Canal Corporation Board of Directors ratifying such action as soon as practicable.
- H. When the total estimated contract value or the value of the extension exceeds the monetary limits set forth in the EAPs, interim approval by the NYPA President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee is required, subject to the Canal Corporation Board of Directors ratifying such action as soon as practicable.
- I. When time constraints or emergency conditions require immediate commencement of services to be performed for a period of more than one year, and when the contract value exceeds the monetary approval limit for the President and Chief Executive Officer or Chief Operating Officer or equivalent(s), as set forth in the EAPs, the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee, with the prior concurrence of the NYPA Vice President, SSM or equivalent(s) or designee, may authorize in writing the commencement of such services. The initial compensation limitation may not exceed the authorization level for the NYPA President and Chief Executive Officer or equivalent(s) or Chief Operating Officer or equivalent(s) as set forth in the EAPs. Such contracts will be subject to the Canal Corporation Board of Directors approval, which will be solicited at their next scheduled Canal Corporation Board of Directors meeting.
- J. The NYPA SSM or the Canal Corporation SSM Department prepares the contract for execution by the Canal Corporation and the successful bidder. No work by the selected contractor will commence until the contract is executed by both parties, except that mutually signed letters of award or intent may initiate work prior to formal execution. Canal Corporation signatories of such letters must be authorized to approve contract awards pursuant to the EAPs.
- K. Pursuant to Economic Development Law § 143, the Authority shall submit an announcement of the intended contract for inclusion in the procurement opportunities newsletter at the time it enters into a contract. Such announcement shall identify the contract, specify the date of the award of the contract and provide the name of and contact information for each recipient of the contract.

- L. Pursuant to Public Authorities Law § 2879, the Canal Corporation shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than \$1 million simultaneously with notifying the successful bidder therefor. The Canal Corporation shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. **CONTRACT PROVISIONS**

- A. The following standard forms of contracts are available from the NYPA SSM Department or Canal Corporation SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Canal Corporation departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the NYPA SSM Department and the Canal Corporation SSM Department, which are responsible for requesting proposals.

- B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.
1. Schedule of Services or Specifications
 2. Time of Completion
 3. Compensation or Itemized Proposals
 4. Relationship of Parties
 5. Delays
 6. Termination
 7. Changes in the Work

8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements
20. Entire Agreement

Contract Attachments

1. Compensation Schedule
2. Schedule of Services or Specifications
3. Appendix “A” (Miscellaneous Statutory Provisions)
4. Appendix “B” (Prompt Payment Provisions)
5. Appendix “C” (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix “D” (Background Security Screening for Authority Contractors)
7. Appendix “E” (Omnibus Procurement Act of 1992 Requirements)
8. Appendix “F” (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix “G” (Equal Employment Opportunities Requirements)
10. Appendix “H” (Tax Law Requirements)
11. Appendix “I” (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/or Unescorted Physical Access Training Requirements)
12. Appendix “J” (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix “K” (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) (“ARRA”) Funded Projects) - inactive
14. Appendix “L” (DOE Federal Contract Provisions) - inactive
15. Appendix “M” (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology (“BART”) for Heavy Duty Vehicles)
16. Appendix “N” (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix “O” (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix “P” (Information Security Requirements for Vendors and External Partners)

- C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Canal Corporation to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or
4. The originating Canal Corporation Department determines in writing that the restrictions are not in the best interests of the Canal Corporation. Such originating Department shall obtain the approval of the applicable Department Head or equivalent(s), NYPA Vice President, SSM or equivalent(s) or designee, NYPA Assistant General Counsel or equivalent(s) and NYPA President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

- A. Change Orders to existing contracts are justified in the following cases:
1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;
 2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;
 3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;
 4. When rebidding would not be practical or in the best interests of the Canal Corporation customers; and

5. To meet the Canal Corporation Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.
- B. All Change Orders must be approved in accordance with the Canal Corporation EAPs, and should include specific schedules for completion of work at the earliest possible time.
- C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Canal Corporation may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of \$1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. **CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES**

- A. Former Canal Corporation officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the NYPA President and Chief Executive Officer, as well as the Chairman of the Canal Corporation Board.
- B. Pursuant to the provisions of New York Public Officers Law § 73(8):
 1. No Canal Corporation officer or employee is eligible, within a period of two years after the termination of Canal Corporation service to appear or practice before the Canal Corporation or receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application or other matter before the Canal Corporation.
 2. No Canal Corporation officer or employee is eligible, at any time after the termination of Canal Corporation service, to appear, practice, communicate or otherwise render services before the Canal Corporation or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Canal Corporation officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Canal Corporation, if, prior to engaging in such service, the Chairman of the Board of Directors certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Canal Corporation needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.
- C. No Canal Corporation employee who is involved in the award of Canal Corporation grants or contracts may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
 - D. No Canal Corporation employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
 - E. No Canal Corporation employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Canal Corporation employee or a Relative of such Canal Corporation employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
 1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. **SUPPLIER DIVERSITY PROGRAM REQUIREMENTS**

The Canal Corporation strives to continue to foster the development of business opportunities on Canal Corporation contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business

Development (“DMWBD”) that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than \$25,000 and construction contracts for more than \$100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Canal Corporation aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders’ proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders’ failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than \$100,000 shall be provided and posted on the procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Canal’s Corporation Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Canal Corporation.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Canal Corporation and ensuring that such lists are updated regularly. The Canal Corporation shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in Procurement Contracts awarded by the Canal Corporation and for the utilization of MWBEs as subcontractors and suppliers by entities having Procurement Contracts with the Canal Corporation. Statewide numerical participation target goals shall be established by the Canal Corporation based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Canal Corporation to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Canal’s Corporation procurements.
6. Designate one or more senior staff of the Canal Corporation to oversee the Canal’s Corporation programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS (“SDVOB”) PROGRAM REQUIREMENTS

The Canal Corporation also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Canal Corporation contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Canal Corporation form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Canal Corporation contracts.
2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
3. Achieve an overall goal of six percent for SDVOB participation on Canal Corporation contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Canal Corporation (“Canals”) strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in Canals Federally funded contracts. The Canals aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Canals follows the DBE guidelines as set out by The Federal Department of Transportation (“DOT”). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Canals is committed to promoting participation of DBEs in Canals contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts in the canals and waterways;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;

3. To ensure that the Canals' DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The NYPA SSM Department or the Canal Corporation SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records may be transmitted to a digital warehouse for electronic storage and retrieval.

B. Procurement Report

After the end of each calendar year, the NYPA Vice President, SSM or equivalent(s) will prepare and submit an annual report to the Canal Corporation Board of Directors for their approval that will include:

1. A copy of the Guidelines;
2. An explanation of the Guidelines and any amendments thereto since the last annual report;
3. A list of all Procurement Contracts entered into since the last annual report, including all contracts entered into with New York State Business Enterprises and the subject matter and value thereof and all contracts entered into with Foreign Business Enterprises and the subject matter and value thereof;
4. A list of fees, commissions or other charges paid;
5. A description of work performed, the contract number, the date of the contract and its duration, the name, address and NYS-certified MWBE designation of the awardees, the total amount of the contract, the amount spent on the contract during the reporting period and for the term of the contract to date and the status of open Procurement Contracts during the report year;

6. The type of contract (equipment, services, personal services or construction);
 7. The method of awarding the contract (e.g., competitive bidding, Sole Source, Single Source or competitive search);
 8. The reasons why any procurements with a value equal to or greater than \$50,000 were not noticed in the Contract Reporter;
 9. The number of bids received and
 10. All referrals made and all penalties imposed, if any, pursuant to § 316 of the Executive Law.
- C. Such annual report, as approved by the Canal Corporation Board of Directors, shall be submitted to the New York State Division of the Budget within 90 days of the end of such calendar year, and copies thereof shall be distributed to the New York State Department of Audit and Control, the DED, the New York State Senate Finance Committee, and the New York State Assembly Ways and Means Committee and any other entity as may be required by law. The annual procurement report is posted on the Canal Corporation website and copies shall be made available to the public upon reasonable written request therefor.
- D. State Finance Law §§ 139-j and 139-k
1. A statement describing the basis for a determination of a bidder's/contractor's non-responsibility (per State Finance Law §§ 139-j and 139-k only) and the Canal Corporation decision not to award a bidder/contractor the Procurement Contract must be included in the Procurement Record.
 2. The Canal Corporation shall notify the New York State Office of General Services of bidders/contractors who have been determined to be non-responsible bidders (per State Finance Law §§ 139-j and 139-k only) or debarred due to violations of § 139-j of the State Finance Law.
 3. All forms entitled "Record of Contact" shall be included in the respective Procurement Record.
 4. A statement describing the basis for a termination of a Procurement Contract for providing an intentionally false certification must be included in the Procurement Record.
- E. The Canal Corporation may be called upon periodically to submit information regarding the procurement of goods and/or services to organizations implementing the PAAA or other statutes regulating the procurement of goods and services, such as Canal Corporation's Budget Office through the Public Authorities Reporting Information System ("PARIS").

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- F. The NYPA Vice President, SSM or equivalent(s) will also prepare Annual Goal Plans for the MWBE and SDVOB programs and will submit them by January 15 of each year to Empire State Development - Division of Minority and Women Business Development and the New York State Office of General Services - Division of Service-Disabled Veterans' Business Development, respectively. Quarterly Utilization / Activity Reports for each program will also be prepared and submitted to the aforementioned respective state entities by the 15th day of July, October, January and April.

14. THIRD PARTY RIGHTS: VALIDITY OF CONTRACTS

- A. These Guidelines are intended for the guidance of officers and employees of the Canal Corporation only. Nothing contained herein is intended, nor should it be construed, to confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.
- B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

CANAL CORPORATION GUIDELINES FOR PROCUREMENT CONTRACTS**1. PURPOSE**

These Guidelines for Procurement Contracts (“Guidelines”) set forth the policy of Canal Corporation regarding the solicitation and awarding of Procurement Contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

- A. “Procurement Contracts” are contracts for the acquisition of goods and/or services in the actual or estimated amount of \$5,000 or more. Such goods and/or services are those necessary to support the Canal Corporation offices, facilities, operations and maintenance (“O&M”) and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C below.
- B. “Non-Procurement Contracts” include contracts valued under \$5,000, certain insurance and healthcare products that do not readily lend themselves to a competitive solicitation, contracts for the direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Canal Corporation participates.
- C. “Services Contracts” are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Canal Corporation) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Canal Corporation) and construction management. Non-Personal Services include, but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Canal Corporation supervision; maintenance, repairs, and printing services.

Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Canal Corporation staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

D. “Goods” include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as “Equipment” where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.

D-E. “Software” includes on-premise applications as well as Software-as-a-Service (SaaS) which is defined as a software distribution model in which a third-party provider hosts application and makes access available to customers over the Internet. “Software” shall be considered “Equipment” where such term is used throughout these Guidelines.

E-F. “Evaluation of Proposals,” as further set forth in Section 4 below, includes as evaluating factors the Canal Corporation consideration of a bidder’s skill, judgment and business integrity.

F-G. “Contact” is any oral, written or electronic communication with the Canal Corporation under circumstances where a reasonable person would infer that the communication was intended to influence the Canal Corporation conduct or decision regarding the procurement.

G-H. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines. The term Relative may include, but is not limited to, the relationship of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

H-I. “Minority- and Women-owned Business Enterprise” (“MWBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Canal Corporation Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.

- I.J. “Small Business” (or Small Business Enterprise, “SBE”), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1) in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.
- I.K. “Single Source” is a procurement in which the Canal Corporation, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.
- K.L. “Sole Source” is a procurement in which only one offeror is capable of supplying the required goods or services.
- L.M. “Service-Disabled Veteran-Owned Business” (“SDVOB”) is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.
- M.N. “Discretionary Purchase” is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding ~~\$200~~500,000 for the purchase of commodities and/or services from Small Business Enterprises or NYS-certified MWBE firms, and without a dollar cap for SDVOB firms, as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Canal Corporation, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than ~~\$200~~500,000, pursuant to State Finance Law § 163.
- N.O. “Disadvantaged Business Enterprise” (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

O.P. “Operation and Maintenance” (“O&M”) generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an “asset”) in optimal operating condition and/or to restore an asset to its productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA’s production/transmission facilities and energy programs.

P.Q. “Capital projects” generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA’s customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. **SOLICITATION REQUIREMENTS**

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Strategic Supply Management (“SSM”) Department, or the Canal Corporation SSM Department, and the initiating department. Except as otherwise authorized by these Guidelines, a Request for Proposals (“RFP”) or Request for Quotations (“RFQ”) will be made available to a minimum of three providers and/or firms (if available) for purchases valued under \$50,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$50,000 and greater, commensurate with the magnitude and nature of the goods and/or services, and the schedule for performance.
- B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information (“RFI”). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder’s skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.
- C. The Canal Corporation may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Canal Corporation does so at its own cost or expense and will not be reimbursed by the Canal Corporation for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Canal Corporation representative.
- D. In order to promote the use of Minority- and Women-owned Business Enterprises (“MWBEs”), Service-Disabled Veteran-Owned Businesses (“SDVOBs”) and Small

Business Enterprises (“SBEs”), the Canal Corporation will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding ~~\$200~~\$500,000, in the aggregate including all amendments, from a NYS-certified MWBE or an SBE that offers a reasonable price for such goods and/or services. An SDVOB may be awarded on the basis of a single proposal that offers a reasonable price for such goods and/or services without a dollar cap. The award of such proposal requires the written approval of the Vice President, SSM. Any subsequent alteration to the accepted proposal, including, but not limited to, change orders, amendments, or supplemental terms shall also necessitate the written approval of the Vice President, SSM. Furthermore, the award of such Procurement Contracts will be noticed on the *Contract Reporter* website, as further set forth in Section 3.H.

- E. It is the policy of New York State to promote the participation of and maximize the opportunities for New York State Business Enterprises and New York State residents in Procurement Contracts. The Canal Corporation will endeavor to promote such participation and to comply with the applicable statutory provisions. In furtherance of Public Authorities Law § 2879, the following definitions and actions apply:
1. “New York State Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation that offers for sale or lease or other form of exchange, goods sought by the Canal Corporation that are substantially manufactured, produced or assembled in New York State or services, excluding construction services, sought by the Canal Corporation that are substantially performed within New York State as further described in Public Authorities Law § 2879.
 2. “New York State resident” is a person who maintains a fixed, permanent and principal home in New York State to which such person, whenever temporarily located, always intends to return as further described in Public Authorities Law § 2879.
 3. “Foreign Business Enterprise” is a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale, lease or other form of exchange, goods sought by the Canal Corporation that are substantially produced outside New York State, or services other than construction services, sought by the Canal Corporation that are substantially performed outside New York State as further described in Public Authorities Law § 2879. For purposes of construction services, Foreign Business

Enterprise is a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.

4. “Discriminatory Jurisdiction” is any country, nation, province, state or political subdivision thereof which employs a preference or price distorting mechanism to the detriment of, or otherwise discriminates against, a New York State Business Enterprise in the procurement of goods and/or services by the same or a non-governmental entity influenced by the same.
 5. Pursuant to Public Authorities Law § 2879, the Canal Corporation shall not enter into a contract with a Foreign Business Enterprise which has its principal place of business in a Discriminatory Jurisdiction contained on the list prepared by the Commissioner of the New York State Department of Economic Development (“DED”). The provisions of this section may be waived by the NYPA’s President and CEO if the CEO determines in writing that it is in the best interests of the Canal Corporation to do so, as further set forth in the above-referenced law.
 6. Pursuant to Public Authorities Law § 2879, the Canal Corporation will, where feasible, make use of the stock item specification forms of New York State manufacturers, producers and/or assemblers, as made available by the Commissioner of General Services, for any Procurement Contract for the purchase of goods.
- F. Certain goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State (e.g., the New York State Office of General Services (“OGS”)) or Federal government (e.g., General Services Administration (“GSA”)) or any city or municipality where the White Plains SSM Department, or Canal Corporation SSM Department, and the initiating department determine that a reasonable potential exists for cost savings or other benefits to the Canal Corporation and have approved the specifications and proposed terms and conditions of such contract.

Certain Procurement Contracts established by the OGS or GSA require that authorized users conduct a “mini-bid” (i.e., an abbreviated supplemental competitive bid procurement process) among prequalified bidders identified in such established contracts. Certain other Procurement Contracts issued by the Canal Corporation (e.g., for on-call consulting or contracting services) may also utilize a mini-bid process, typically, in cases of a multiple award, where a contract is awarded to more than one bidder that meets the Canal Corporation bid requirements, in order to satisfy multiple factors and needs as set forth in the bid document. Such mini bids shall be conducted by the Canal’s Corporation SSM staff (or on behalf of the Canal Corporation by an Implementation Contractor) where applicable and practicable. Within a said multiple award group, work may be assigned to a specific firm without conducting a mini-bid, under certain

circumstances, including but not limited to: where such firm possesses specialized expertise and is uniquely qualified to perform such work; where time constraints, emergency or other critical conditions exist or geographic location is of primary consideration in order to meet schedule requirements, respond to emergent issues or otherwise meet the Canal's Corporation needs; or when the work scope is below a specified monetary threshold. The decision to assign work without conducting a mini bid shall typically be made jointly by the Canal Corporation SSM Department and initiating departments and shall be documented for the Procurement Record.

- G. Solicitations will include a scope of work that defines the goods required and/or the services to be performed; evaluation criteria (as defined in Section 4.B.); milestone dates; the Canal Corporation Supplier Diversity Program and SDVOB requirements, if applicable; all other applicable Canal Corporation requirements and any special methods or limitations that the Canal Corporation chooses to govern the work. Telephone solicitation, usually for procurements valued at less than \$50,000, may be used where time constraints do not permit issuance of an RFP, where issuance of an RFP is otherwise impracticable or for goods that are catalog items or do not require a detailed bill of materials or specification. All solicitations made by telephone shall be documented and made part of the Procurement Record.
- H. For all Procurement Contracts with a value equal to or greater than \$50,000 (except for those contracts noted below), the Canal Corporation will, prior to soliciting proposals, submit all required information to the Commissioner of the DED to be included on the New York State *Contract Reporter* website, (www.nyscr.ny.gov) (unless such posting would serve no useful purpose). Such information will be submitted to the DED Commissioner in accordance with the schedule set forth by the DED. The due date for bids or proposals will be a minimum of 15 business days after the date of publication of such notice on the *Contract Reporter* website, except where a shorter period is specifically authorized by law. For Procurement Contracts resulting from a Request for Proposal process, the Canal Corporation will submit the results of the bid opening, including the names of firms submitting proposals and the name/s of the awardee/s, for inclusion on the *Contract Reporter* website. For all other Procurement Contracts, the name of the awardee will be submitted.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.M, (ii) Procurement Contracts being rebid or re-solicited for substantially the same goods and/or services, within 45 business days after the original due date, and/or (iii) Procurement Contracts awarded to not-for-profit human services providers. (See Article 4-C, Economic Development Law)

Certain Procurement Contracts may require purchases: (1) on a spot market; (2) needed prior to the time limits for noticing on the Contract Reporter website or that do not lend themselves to the solicitation process. Such purchases are exempted

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from the noticing requirements of Article 4-C of the Economic Development Law subject to the approval of the NYPA Vice President of Strategic Supply Management (SSM), and/or the head of the initiating department that does not complete its procurements through NYPA SSM or the Canal Corporation SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Canal Corporation.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of \$50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding ~~\$200~~500,000 awarded to Small Business Enterprises (SBEs) or MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, for discretionary awards on a single or sole source basis to SDVOB's, or for the purchase of food, including milk and milk products that are grown, produced or harvested in New York State, and certain other Procurement Contracts exempt from the general advertising requirement for Procurement Contract bidding opportunities, in accordance with the afore-referenced law. Such notice shall specify the name of the awardee.

- I. In order to further increase participation of service-disabled veterans in New York State's contracting opportunities, the Service-Disabled Veteran-Owned Business ("SDVOB") Act was signed into law on May 12, 2014. The SDVOB program provides for eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business. The Division of Service-Disabled Veterans' Business Development within the New York State Office of General Services ("OGS") is responsible for certifying eligible SDVOBs, assisting agencies and authorities in complying with the law, and promoting SDVOB participation in the state's procurement activities. Under this program, contracts may be awarded on a non-competitive basis to NYS-certified SDVOBs for discretionary purchases. Alternately, contracts may be competitively bid exclusively among NYS-certified SDVOBs regardless of value, and advertised as such on the *Contract Reporter* website.
- J. Proposals for certain Services Contracts may also be solicited by competitive search, as follows:

For contracts where the scope of work cannot be well defined or quantified, or where selection requires evaluation of factors such as breadth and depth of experience in a unique or highly specialized field and suitability as a Canal Corporation representative, a "competitive search" will be conducted to determine which consultants are most qualified, for reasonable compensation terms, to perform the work. Depending on market conditions, at least five potential sources should be evaluated; if there are fewer than five sources, all sources should be evaluated. The NYPA SSM Department or the Canal Corporation SSM Department staff will work

with the initiating department to gather information from potential sources, that will include a description of the consultant/firm's qualifications, résumés of key personnel, past experience and proposed billing rates.

- K. A Procurement Contract may be awarded on a Sole Source, Single Source, or other non-competitive basis where:
1. Compatibility of equipment, accessories or spare or replacement parts is the paramount consideration.
 2. Services are required to extend or complement a prior procurement and it is impracticable or uneconomic to have a source other than the original source continue the work.
 3. A sole supplier's item is needed for trial use or testing, or a proprietary item is sought for which there is only one source.
 4. Other circumstances or work requirements exist that cause only one source to be available to supply the required goods and/or services.
 5. The contract is awarded to a Small Business Enterprise or to a NYS-certified MWBE firm for discretionary purchases not exceeding ~~\$200~~500,000, pursuant to Section 3.D and as further set forth in Section 2.M.
 6. The contract is awarded to a NYS-certified SDVOB for a discretionary purchase
 7. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding ~~\$200~~500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 8. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding ~~\$200~~500,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
 9. Purchases made on a Sole Source, Single Source, or other non-competitive basis are subject to Public Authorities Law § 2879-a, 2 NYCRR Part 206, entitled "Comptroller Approval of Contracts Made by State Authorities" ("Comptroller Regulations") and the State Authority Contract Manual.
- L. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Canal Corporation may be required to submit certain contracts to the New York State Comptroller for approval that are awarded on a Sole Source, Single Source, or other non-competitive basis for the purchase of goods and/or services in an amount in excess of \$1 million, and shall notify the successful bidder therefor. Such contracts or contract amendments shall not be valid and enforceable unless approved by the Comptroller or until 90 days have elapsed from such submission without action by the Comptroller, as further set forth in the referenced law and regulations.

- M. Subject to the Canal Corporation Expenditure Authorization Procedures (“EAPs”), and Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, a Procurement Contract may be awarded without following the solicitation requirements that ordinarily apply (but using such competitive selection procedures as are practicable under the circumstances) where emergency conditions exist, such as:
1. A threat to the health or safety of the public or Canal Corporation employees or workers.
 2. Proper functioning of the Canal Corporation facilities or construction or operating projects requires adherence to a schedule that does not permit time for an ordinary procurement solicitation.
- N. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the department head or other authorized equivalent per the EAPs will provide a written statement explaining the compelling reasons therefor to the NYPA Vice President, SSM. The award of such Procurement Contracts, regardless of value, requires the written approval of the NYPA Vice President, SSM, except as noted in Section 3.H.
- O. Every potential Sole Source or Single Source contract with a value of \$1 million or more must be approved by the NYPA President and CEO or the COO prior to processing by the NYPA SSM Department or Canal Corporation SSM Department.
- P. In furtherance of Public Authorities Law § 2800, when a procurement is made on a non-competitive basis, and the price for goods or services purchased exceeds fair market value, prior to making the purchase, the Business Unit Head of the initiating department shall provide a detailed explanation of the justification for making the purchase and a certification shall be signed by the NYPA Chief Executive Officer and Chief Financial Officer stating that they have reviewed the terms of such purchase and determined that it complies with applicable law and procurement guidelines. The following definition shall apply: “Fair Market Value” shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for property in an arms-length transaction in the appropriate marketplace and under similar circumstances. Fair market value may be determined by internal appraisals, industry-recognized sources, or other methods of valuation generally accepted in the industry in which such property is utilized, as may be approved by the NYPA Vice President, SSM or authorized designee.
- Q. It is the policy of New York State to discourage improper communications intended to influence a governmental procurement. The Canal Corporation will endeavor to control such practices and will comply with the applicable statutory provisions. In furtherance of the State Finance Law §§ 139-j and 139-k, the following shall apply:

The “Restricted Period” is the period of time commencing with the earliest posting, on the Canal Corporation website, in a newspaper of general circulation, or in the Procurement Opportunities Newsletter (i.e., New York State *Contract Reporter*) in accordance with Article 4-C of the Economic Development Law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from offerors (i.e., bidders/contractors) intending to result in a Procurement Contract with the Canal Corporation and ending with the final contract award and approval by the Canal Corporation and, where applicable, the State Comptroller. The “Restricted Period” also applies to a “mini-bid” process that may be utilized in certain established OGS, GSA or Canal Corporation multiple award contracts, as provided in Section 3.F.

The Canal Corporation shall designate a person or persons who may be contacted, with respect to each Canal Corporation procurement. The bidders/contractors or persons acting on their behalf, shall only contact the Canal Corporation’s designated person or persons where a reasonable person would infer that the communication was intended to influence the procurement during the Restricted Period.

- R. In furtherance of the Canal Corporation commitment to ensure transparency and accountability of its operations, every member, officer or employee of the Canal Corporation who is contacted by a lobbyist is required to make a contemporaneous record of such contact, pursuant to Public Authorities Law § 2987.
- S. Project Sunlight (Chapter 399, Part A, Section 4 of the Laws of 2011) requires the Canal Corporation to record in a database maintained by the New York State Office of General Services certain appearances between the Canal Corporation and individuals, firms or other entities (excluding elected officials and representatives of federal, state and local agencies and authorities) relating to the procurement of a contract, with a value of \$25,000 or more, for real property, goods or services. Appearances are defined as an interaction through an in-person meeting or a video conference between covered individuals. Appearances related to emergency procurements and disposal of property through public auctions are excluded, as are appearances that take place during the formal “Restricted Period.” Covered individuals at the Canal Corporation means an employee who has the power to exercise discretion in procurement matters or advises someone who exercises such discretion. A covered individual outside of the Canal Corporation means both “external” (e.g., a lobbyist) and “internal” (e.g., sales representative) representatives of an entity, individuals appearing on behalf of themselves, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Canal Corporation Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the Canal Corporation SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the NYPA Vice President, SSM or designee, to reduce the price quoted. Factors to be considered in reaching the proper course of action include but are not limited to: the effects of a delay on both the schedule and the cost of the specific capital construction project or outage at an operating facility, the magnitude of the contract, available bidders, the ability to attract additional competition if the solicitation is reissued, and the accuracy of the original cost estimate. The recommended course of action and the reasons therefor must be fully documented in a memorandum for consideration by the appropriate level of management prior to approval and placed in the appropriate procurement file.

- B. Factors to be considered in evaluating the goods and/or services to be supplied and/or the competence of the bidder are: previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the Canal Corporation work and the ability to provide any needed advanced techniques such as simulation and modeling; and overall, the bidder's skill, judgment and business integrity. The approach proposed in meeting the exact requirements of the scope of work will be given consideration in evaluating the technical merit of the proposal, together with a well-organized task structure, the ability to timely supply the goods and/or perform the proposed services and the ability to meet Supplier Diversity Program goals, if any. The need to purchase the goods from and/or subcontract performance of services to others will be evaluated as to their effects on cost, as well as quality, schedule and overall performance.

Another factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and

suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is \$250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or Procurement Contract proposal based on lack of adherence to diversity practices.

- C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.
- D. For Procurement Contracts for Goods (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Canal Corporation may award on a "Best Value" basis for awarding contracts to the offeror that optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis and may also identify a quantitative factor for offerors that are Small Businesses or NYS-certified SDVOB or MWBE firms.

- E. Pursuant to § 139-k of the State Finance Law, the Canal Corporation shall not award a Procurement Contract (as defined in Subsection 3.Q.1 of these Guidelines) to a bidder/contractor who fails to provide timely, accurate and complete responses to inquiries about past determinations of non-responsibility (unless awarding the contract is necessary to protect public property or public health or safety and the bidder/contractor is the only source capable of supplying the required article of procurement within the necessary timeframe.)

A bidder's/contractor's knowing and willful violation of the Canal Corporation policy providing for certain procurement disclosures shall result in a determination of non-responsibility of such bidder/contractor pursuant to State Finance Law §§ 139-j and 139-k only.

More than one determination of non-responsibility due to violations of State Finance Law § 139-k in a four-year period shall render a bidder/contractor ineligible to submit bids for four years from the second determination of non-responsibility.

- F. An award to "other than low bidder" can be made only with the approval of appropriate management as stipulated in the EAPs, and should be based on such a

proposal providing a clear advantage to the Canal Corporation over the lower-priced proposal. Factors justifying an “other than low bidder” award may include, but are not limited to: improved delivery schedules that will reduce outages; longer warranty periods; improved efficiency over the usable life of the equipment; reduced maintenance costs; the bidders’ financial resources or the ability to meet or exceed Supplier Diversity Program and SDVOB goals; and overall, the bidder’s skill, judgment and business integrity.

- G. The specifications set forth in any solicitation prepared under these Guidelines were based upon information available at the time of the preparation of the solicitation. Thus, the Canal Corporation may diverge from the specifications of any solicitation if, after review of the proposals responsive to such solicitation, the Canal Corporation deems it prudent in light of its experience, the circumstances of the solicitation and/or potential cost savings.

5. RECOMMENDATION OF AWARD

- A. A recommendation for approval of a proposed award of a Procurement Contract is usually prepared in the form of a memorandum or e-mail by the department requiring the goods and/or services. The recommendation must include an evaluation of proposals as specified in Article 4 above, as well as proposed specific compensation terms that provide a clear breakdown of cost factors and methods of calculation, including, as applicable:
1. Lump sum and/or unit prices for equipment and construction work.
 2. Hourly or daily rates for personnel.
 3. Markups for payroll taxes, fringe benefits, overhead and fees, if the proposal is based on reimbursement of actual payroll costs.
 4. Terms for reimbursement of direct out-of-pocket expenses, such as travel and living costs, telephone charges, services of others and computer services.
 5. Provisions, if any, for bonus/penalty arrangements based on target person-hours and/or target schedule.
- B. The recommendation will also review any substantive exceptions to commercial and technical requirements of a price inquiry, RFP, RFQ or bidding documents, including but not limited to payment terms, warranties and bond requirements, if any, as well as Supplier Diversity Program requirements, as applicable.

6. AWARD OF CONTRACT

- A. Services Contracts (which include contracts for Construction, Personal and Non-personal services, as defined in Section 2.C.) valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months are approved and reviewed annually by the Canal Corporation Board of Directors. Services Contracts for a period of less than 12 months are approved by authorized designees in accordance with existing EAPs. Extending a contract for services with an initial duration of less than 12 months beyond 12 months will be approved by the Canal Corporation Board of Directors at the request of the initiating department and will be reviewed by the Canal Corporation Board of Directors annually. Extending a contract for services, that has previously been approved by the Canal Corporation Board of Directors, for a cumulative term of more than 12 months requires further Canal Corporation Board of Director approval.
- B. Extending a contract, previously approved by the Canal Corporation Board of Directors, for 12 months or less (“grace period”) requires approval by the NYPA Vice President, SSM of the requesting department or other authorized equivalent or designee in accordance with existing EAPs and concurrence by the NYPA Vice President, SSM.
- C. For Services Contracts valued or estimated to be \$5,000 or greater to be performed for a period of more than 12 months that must be awarded prior to the next quarterly Canal Corporation Board of Directors meeting, the initial contract will be issued for the entire intended term of the contract. Based on its total term and value, such contract must be approved in writing by the appropriate management as set forth in the EAPs. Such contract is subject to the Canal Corporation Board of Directors’ approval, at the next quarterly Canal Corporation Board of Directors’ meeting. If such approval is not granted, the contract will be terminated immediately.
- D. A contract or contract task valued or estimated to be \$5,000 or greater is deemed to be for services in excess of 12 months where the contract does not specify a definite term and the work will not be completed within 12 months, and any “continuing services” contract with no fixed term that provides for the periodic assignment of specific tasks or particular requests for services. This includes Canal Corporation Board of Directors-approved contracts for architect/ engineering services with the original engineers of operating facilities, as well as the original supplier of steam supply systems or boilers and turbine generating equipment. Each task authorized under such contracts (which may be referred to as a “Change Order,” “Purchase Order” or “Task Number”) is considered a separate commitment and must be separately approved in accordance with the EAPs.
- E. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.

- F. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.D) valued or estimated to be \$5,000 or greater are subject to the management approval thresholds established in the EAPs, and require Trustee approval only once those thresholds are exceeded.
- G. When time constraints or emergency conditions require extending an existing contract with an initial duration of less than a year beyond a year, and the cumulative monetary change order value does not exceed the appropriate limit set forth in the EAPs, the Department Head, with the prior concurrence of the NYPA Vice President, SSM or equivalent(s) or designee, may authorize extending such contract, subject to the Canal Corporation Board of Directors ratifying such action as soon as practicable.
- H. When the total estimated contract value or the value of the extension exceeds the monetary limits set forth in the EAPs, interim approval by the NYPA President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee is required, subject to the Canal Corporation Board of Directors ratifying such action as soon as practicable.
- I. When time constraints or emergency conditions require immediate commencement of services to be performed for a period of more than one year, and when the contract value exceeds the monetary approval limit for the President and Chief Executive Officer or Chief Operating Officer or equivalent(s), as set forth in the EAPs, the President and Chief Executive Officer or Chief Operating Officer or equivalent(s) or designee, with the prior concurrence of the NYPA Vice President, SSM or equivalent(s) or designee, may authorize in writing the commencement of such services. The initial compensation limitation may not exceed the authorization level for the NYPA President and Chief Executive Officer or equivalent(s) or Chief Operating Officer or equivalent(s) as set forth in the EAPs. Such contracts will be subject to the Canal Corporation Board of Directors approval, which will be solicited at their next scheduled Canal Corporation Board of Directors meeting.
- J. The NYPA SSM or the Canal Corporation SSM Department prepares the contract for execution by the Canal Corporation and the successful bidder. No work by the selected contractor will commence until the contract is executed by both parties, except that mutually signed letters of award or intent may initiate work prior to formal execution. Canal Corporation signatories of such letters must be authorized to approve contract awards pursuant to the EAPs.
- J.K. Pursuant to Economic Development Law § 143, the Authority shall submit an announcement of the intended contract for inclusion in the procurement opportunities newsletter at the time it enters into a contract. Such announcement shall identify the contract, specify the date of the award of the contract and provide the name of and contact information for each recipient of the contract.

~~K.L.~~ Pursuant to Public Authorities Law § 2879, the Canal Corporation shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than \$1 million simultaneously with notifying the successful bidder therefor. The Canal Corporation shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. **CONTRACT PROVISIONS**

- A. The following standard forms of contracts are available from the NYPA SSM Department or Canal Corporation SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Canal Corporation departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the NYPA SSM Department and the Canal Corporation SSM Department, which are responsible for requesting proposals.

- B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work

8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements
20. Entire Agreement

Contract Attachments

1. Compensation Schedule
2. Schedule of Services or Specifications
3. Appendix “A” (Miscellaneous Statutory Provisions)
4. Appendix “B” (Prompt Payment Provisions)
5. Appendix “C” (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix “D” (Background Security Screening for Authority Contractors)
7. Appendix “E” (Omnibus Procurement Act of 1992 Requirements)
8. Appendix “F” (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix “G” (Equal Employment Opportunities Requirements)
10. Appendix “H” (Tax Law Requirements)
11. Appendix “I” (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/or Unescorted Physical Access Training Requirements)
12. Appendix “J” (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix “K” (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) (“ARRA”) Funded Projects) - inactive
14. Appendix “L” (DOE Federal Contract Provisions) - inactive
15. Appendix “M” (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology (“BART”) for Heavy Duty Vehicles)
16. Appendix “N” (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix “O” (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix “P” (Information Security Requirements for Vendors and External Partners)

- C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Canal Corporation to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or
4. The originating Canal Corporation Department determines in writing that the restrictions are not in the best interests of the Canal Corporation. Such originating Department shall obtain the approval of the applicable Department Head or equivalent(s), NYPA Vice President, SSM or equivalent(s) or designee, NYPA Assistant General Counsel or equivalent(s) and NYPA President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

- A. Change Orders to existing contracts are justified in the following cases:
1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;
 2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;
 3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;
 4. When rebidding would not be practical or in the best interests of the Canal Corporation customers; and

5. To meet the Canal Corporation Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.
- B. All Change Orders must be approved in accordance with the Canal Corporation EAPs, and should include specific schedules for completion of work at the earliest possible time.
- C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Canal Corporation may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of \$1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. **CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES**

- A. Former Canal Corporation officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the NYPA President and Chief Executive Officer, as well as the Chairman of the Canal Corporation Board.
- B. Pursuant to the provisions of New York Public Officers Law § 73(8):
 1. No Canal Corporation officer or employee is eligible, within a period of two years after the termination of Canal Corporation service to appear or practice before the Canal Corporation or receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application or other matter before the Canal Corporation.
 2. No Canal Corporation officer or employee is eligible, at any time after the termination of Canal Corporation service, to appear, practice, communicate or otherwise render services before the Canal Corporation or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Canal Corporation officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Canal Corporation, if, prior to engaging in such service, the Chairman of the Board of Directors certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Canal Corporation needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.
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- C. No Canal Corporation employee who is involved in the award of Canal Corporation grants or contracts may ask any officer, director or employee of such current or prospective contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.
 - D. No Canal Corporation employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
 - E. No Canal Corporation employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Canal Corporation employee or a Relative of such Canal Corporation employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.
 1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Canal Corporation strives to continue to foster the development of business opportunities on Canal Corporation contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal

plans, compliance reports and contract provisions to be included in all non-construction contracts for more than \$25,000 and construction contracts for more than \$100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Canal Corporation aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than \$100,000 shall be provided and posted on the procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Canal's Corporation Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Canal Corporation.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Canal Corporation and ensuring that such lists are updated regularly. The Canal Corporation shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in Procurement Contracts awarded by the Canal Corporation and for the utilization of MWBEs as subcontractors and suppliers by entities having Procurement Contracts with the Canal Corporation. Statewide numerical participation target goals shall be established by the Canal Corporation based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Canal Corporation to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Canal's Corporation procurements.
6. Designate one or more senior staff of the Canal Corporation to oversee the Canal's Corporation programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS (“SDVOB”) PROGRAM REQUIREMENTS

The Canal Corporation also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Canal Corporation contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Canal Corporation form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Canal Corporation contracts.
2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
3. Achieve an overall goal of six percent for SDVOB participation on Canal Corporation contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Canal Corporation (“Canals”) strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in Canals Federally funded contracts. The Canals aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Canals follows the DBE guidelines as set out by The Federal Department of Transportation (“DOT”). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Canals is committed to promoting participation of DBEs in Canals contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts in the canals and waterways;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Canals’ DBE program is narrowly tailored in accordance with applicable law;

4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The NYPA SSM Department or the Canal Corporation SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records may be transmitted to a digital warehouse for electronic storage and retrieval.

B. Procurement Report

After the end of each calendar year, the NYPA Vice President, SSM or equivalent(s) will prepare and submit an annual report to the Canal Corporation Board of Directors for their approval that will include:

1. A copy of the Guidelines;
2. An explanation of the Guidelines and any amendments thereto since the last annual report;
3. A list of all Procurement Contracts entered into since the last annual report, including all contracts entered into with New York State Business Enterprises and the subject matter and value thereof and all contracts entered into with Foreign Business Enterprises and the subject matter and value thereof;
4. A list of fees, commissions or other charges paid;
5. A description of work performed, the contract number, the date of the contract and its duration, the name, address and NYS-certified MWBE designation of the awardees, the total amount of the contract, the amount spent on the contract during the reporting period and for the term of the contract to date and the status of open Procurement Contracts during the report year;
6. The type of contract (equipment, services, personal services or construction);

7. The method of awarding the contract (e.g., competitive bidding, Sole Source, Single Source or competitive search);
 8. The reasons why any procurements with a value equal to or greater than \$50,000 were not noticed in the Contract Reporter;
 9. The number of bids received and
 10. All referrals made and all penalties imposed, if any, pursuant to § 316 of the Executive Law.
- C. Such annual report, as approved by the Canal Corporation Board of Directors, shall be submitted to the New York State Division of the Budget within 90 days of the end of such calendar year, and copies thereof shall be distributed to the New York State Department of Audit and Control, the DED, the New York State Senate Finance Committee, and the New York State Assembly Ways and Means Committee and any other entity as may be required by law. The annual procurement report is posted on the Canal Corporation website and copies shall be made available to the public upon reasonable written request therefor.
- D. State Finance Law §§ 139-j and 139-k
1. A statement describing the basis for a determination of a bidder's/contractor's non-responsibility (per State Finance Law §§ 139-j and 139-k only) and the Canal Corporation decision not to award a bidder/contractor the Procurement Contract must be included in the Procurement Record.
 2. The Canal Corporation shall notify the New York State Office of General Services of bidders/contractors who have been determined to be non-responsible bidders (per State Finance Law §§ 139-j and 139-k only) or debarred due to violations of § 139-j of the State Finance Law.
 3. All forms entitled "Record of Contact" shall be included in the respective Procurement Record.
 4. A statement describing the basis for a termination of a Procurement Contract for providing an intentionally false certification must be included in the Procurement Record.
- E. The Canal Corporation may be called upon periodically to submit information regarding the procurement of goods and/or services to organizations implementing the PAAA or other statutes regulating the procurement of goods and services, such as Canal Corporation's Budget Office through the Public Authorities Reporting Information System ("PARIS").
- F. The NYPA Vice President, SSM or equivalent(s) will also prepare Annual Goal Plans for the MWBE and SDVOB programs and will submit them by January 15 of each year to Empire State Development - Division of Minority and Women

Business Development and the New York State Office of General Services - Division of Service-Disabled Veterans' Business Development, respectively. Quarterly Utilization / Activity Reports for each program will also be prepared and submitted to the aforementioned respective state entities by the 15th day of July, October, January and April.

14. THIRD PARTY RIGHTS: VALIDITY OF CONTRACTS

- A. These Guidelines are intended for the guidance of officers and employees of the Canal Corporation only. Nothing contained herein is intended, nor should it be construed, to confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.
- B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

2019 Annual Report of Procurement Contracts



**NY Power
Authority**

**Canal
Corporation**

Cover – Highlights of 2019 contracts, clockwise from top left:

- SUNY Cobleskill Solar Project
- Canal Tug Relentless Scuttled at 12 Mile Reef
- Sabre Load Testing Smart Path Monopoles
- Jacob Javits Center Solar Project

2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS

FIELD EXPLANATION GUIDE

ARRANGEMENT: Listed by the generating facility. Abbreviations are Headquarters White Plains Office (WPO), Blenheim Gilboa Power Project (BG), Clark Energy Center (CEC), Niagara Power Project (NIA), South Eastern New York including POLETTI, FLYNN, 500MW and Small Clean Power Plants (SENY), St. Lawrence/FDR Power Plant (STL), NYS Canal Corporation (CANALS), Fossil Fuels, Corporate Finance. Within each site, listed in ascending order by CONTRACT NUMBER.

SCOPE: All procurement contracts (for goods or services) with a value of \$5,000 or greater that were open, completed or awarded in 2019, including contracts that were extended into 2020 or beyond.

FIELD NAMES

TYPE: COMMITMENT TYPE, Indicating the major category of goods or kind of services provided. Architectural & Engineering Services, Construction, Equipment, IT Hardware, IT Software, Legal Services, Maintenance/Outage, Personal Services, IT Consulting/Development, Other Services, Telecomm, Contingent Workforce. {A,C, E, H, I, L, M, P, R, S, T, W}

MOA: METHOD OF AWARD, Indicating the basis of vendor selection. Competitive Bid (B), Competitive Search (C), Discretionary Spend SBE/MWBE/SDVOB (M), Sole Source (1), Single Source (2). {B,C,M,1,2}

RNA: REASON NOT ADVERTISED, Indicating the reason a notice was not published in the Contract Reporter. {1-9}

OPA: OMNIBUS PROCUREMENT ACT, Indicating where the goods were substantially manufactured or assembled or where the services were substantially performed; New York or Foreign to New York. {N,F}

SD: SUPPLIER DIVERSITY INDICATOR, Small Business Enterprise (SBE) (01), Service Disabled Veteran Owned Business (SDVOB) (02) NY Certified Women Owned Business Enterprise (WBE) (03), NYS Certified Minority Owned Business Enterprise (MBE) (04), Minority Women Owned Business Enterprise (MWBE) (07), Disadvantaged Business Enterprise (DBE) (08), DBE & WBE (09), DBE & MBE (10) {01-04,07-10}

BIDS: NUMBER OF BIDS, Indicating the number of bids received for contracts awarded after January 1, 2007. Such information is not included for contracts awarded prior to that date.

FREIGHT: Contract value adjusted to include actual freight charges.

TOTAL CONTRACT AMOUNT: Total value of the commitment as of December 31, 2019, reported from the SAP system. NOTE: Additional funding may be authorized via issuance of a Change Order in accordance with the Authority's Expenditure Authorization Procedures.

TOTAL AMOUNT EXPENDED TO DATE: Total amount expended through December 31, 2019 as reported from SAP system.

SAP system.

DATE OF CONTRACT: Date on which the original commitment was effective (which may differ from Issue Date of formal contract or "Create Date" in SAP system).

O/C: OPEN / COMPLETED, Status of the contract as of December 31, 2019. Completion date indicates that goods have been received or services were completed in full.

THIS DOES NOT NECESSARILY reflect that the final payment has been made.

PROJECTED COMPLETION DATE: Open commitments, date of which goods are scheduled to be received or the date on which the scope of the contract is scheduled to be physically completed.

DATE CONTRACT COMPLETED: Completed commitments, the date of actual physical completion, when goods were delivered or services completed in full; this DOES NOT NECESSARILY reflect that the final payment has been made.

ANNUAL REPORT OF PROCUREMENT CONTRACTS

TABLE FOR PROCUREMENT CONTRACT SUMMARY SCREENS

COMMITMENT TYPE

A = ARCHITECTURAL & ENGINEERING SERVICES	M = MAINTENANCE / OUTAGE
C = CONSTRUCTION	P = PERSONAL SERVICES
E = EQUIPMENT/COMMODITIES	R = IT CONSULTING / DEVELOPMENT
H = IT HARDWARE	S = OTHER (NON-PERSONAL) SERVICES
I = IT SOFTWARE	T = TELECOMM
L = LEGAL SERVICES	W = CONTINGENT WORKFORCE

METHOD OF AWARD

B = COMPETITIVE BID
C = COMPETITIVE SEARCH
M = MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE VALUE < \$200,000 / SERVICE-DISABLED VETERAN-OWNED BUSINESS
1 = SOLE SOURCE
2 = SINGLE SOURCE

REASON NOT ADVERTISED

1 = EMERGENCY OR CRITICAL BASIS
2 = RE-BID/RE-SOLICITED FOR THE SAME GOODS/SERVICE WITHIN 45 BUSINESS DAYS AFTER ORIGINAL BIDS WERE DUE
3 = NOT-FOR-PROFIT PROVIDER OF HUMAN SERVICES
4 = CHARITABLE NON-PROFIT AGENCY WHICH DISTRIBUTES PRODUCTS PRODUCED BY THE BLIND OR SEVERELY HANDICAPPED OR IN CONNECTION WITH SPECIAL EMPLOYMENT PROGRAMS OF THE OFFICE OF MENTAL HEALTH
5 = ORIGINAL AWARD LESS THAN \$50,000
6 = ORIGINAL ESTIMATE LESS THAN \$50,000
7 = AWARDED UNDER STATE (OGS) OR FEDERAL (GSA) CONTRACT (PIGGYBACK)
8 = NOTICED IN CONTRACT REPORTER
9 = NOT APPLICABLE - NON-PROCUREMENT, MEMBERSHIP, LAND PURCHASES, USE OF PIPELINE, ETC.

OPA : OMNIBUS PROCUREMENT ACT

ENTERED INTO THE SAP SYSTEM (CONTRACT DATA SCREEN): "NYSBE or FBE"
N = GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED IN NEW YORK STATE EXCEPT FOR CONSTRUCTION CONTRACTS
F = GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED OUTSIDE NEW YORK STATE (FOREIGN)

MWBE: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE

01 = NEW YORK STATE SMALL BUSINESS ENTERPRISE (SBE)
02 = NEW YORK STATE-CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)
03 = NEW YORK STATE-CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE (WBE)
04 = NEW YORK STATE-CERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE)
07 = NEW YORK STATE CERTIFIED MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWBE)
08 = DISADVANTAGED BUSINESS ENTERPRISE (DBE)
09 = DISADVANTAGED BUSINESS ENTERPRISE & CERTIFIED WOMEN OWNED BUSINESS (DBA WBE)
10=DISADVANTAGED BUSINESS ENTERPRISE & CERTIFIED MINORITY OWNED BUSINESS (DBA MBE)
N = NON NEW YORK STATE CERTIFIED MINORITY OR WOMEN OWNED BUSINESS ENTERPRISE

FREIGHT

* Contract value adjusted to include actual freight charges.

POWER AUTHORITY OF THE STATE OF NEW YORK
2019 ANNUAL REPORT OF PROCUREMENT CONTRACTS
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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R O A	O P A	M W B E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4400000105	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		7,600	4,905	1,402	2,695	1/3/2017	O	11/30/2020	
4400000107	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	6,081	0	3,919	1/1/2017	O	11/30/2020	
4400000140	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	FINE AND COARSE AGGREGATES	E	B	7	N	N	1		70,000	59,322	24,187	10,678	1/26/2017	O	1/10/2020	
4400000509	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	5	N	N	1		8,000	7,184	1,277	816	1/1/2018	C		2/1/2019
4400000709	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	SAND, STONE AND GRAVEL	E	B	7	N	N	1		5,000	212	0	4,788	1/1/2017	C		1/2/2019
4400001114	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		7,000	7,000	1,718	0	11/21/2017	O	4/14/2021	
4400001156	CRANE-HOGAN STRUCTURAL SYSTEMS INC 3001 BROCKPORT RD SPENCERPORT, NY 14559 US	LOCK O-7 REHABILITATION	C	B		N	02	6		24,888,446	22,395,987	9,914,846	2,492,459	7/25/2017	O	6/26/2020	
4400001244	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER ETHERNET	S	B	7	N	N	1		1,038,986	352,975	133,469	686,011	8/18/2017	O	7/30/2023	
4400001278	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GIS INTEGRATION AND HOSTING SERVICES	S	2	8	N	N	1		185,921	176,142	86,400	9,779	10/20/2016	C		12/31/2019
4400001284	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MICROSOFT LICENSES	E	B	7	F	N	1		561,670	560,339	187,223	1,331	8/28/2017	O	8/31/2020	
4400001323	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	1	9	N	N	1		40,000	32,591	0	7,409	4/1/2017	C		3/18/2019
4400001325	COUNTY OF MADISON 138 N COURT ST PO BOX 665 WAMPSVILLE, NY 13163 US	MARINE PATROL	S	1	9	N	N	1		39,509	0	0	39,509	4/1/2017	C		3/18/2019
4400001326	COUNTY OF MONROE 130 S PLYMOUTH AVE ROCHESTER, NY 14614 US	MARINE PATROL	S	1	9	N	N	1		38,552	38,552	0	0	4/1/2017	C		3/18/2019
4400001327	NIAGARA COUNTY SHERIFF'S OFFICE 5526 NIAGARA ST EXT LOCKPORT, NY 14095 US	MARINE PATROL	S	1	9	N	N	1		40,000	31,065	31,065	8,935	4/1/2017	C		3/18/2019
4400001328	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R N A	O P A	M W B E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4400001329	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019
4400001330	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	1	9	N	N	1		9,840	9,840	558	0	4/1/2017	C		3/18/2019
4400001331	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	1	9	N	N	1		40,000	0	0	40,000	4/1/2017	C		3/18/2019
4400001520	PUMP SERVICE AND SUPPLY OF TROY INC 1 REGATTA PLACE TROY, NY 12180-1229 US	WINTER MTC PUMP SERVICE	E	M	5	N	01	1		5,094	5,094	0	0	10/13/2017	C		5/8/2019
4400001803	ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	AUTO RENTAL	E	B	7	N	N	1		134,400	130,152	64,973	4,248	1/1/2018	C		10/18/2019
4400001827	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	EARTHQUAKE DETECTION AND MONITORING TOOL HOSTING AND SERVICES	S	2	8	N	N	1		190,428	138,080	77,225	52,348	1/1/2018	C		12/31/2019
4400001844	US DEPT OF AGRICULTURE ANIMAL & PLANT HEALTH INSPECTION PO BOX 979043 ST LOUIS, MO 63197-9000 US	USDA PRIMAL AND PLANT HEALTH INSPECTION SERVICES	S	B	7	N	N	1		243,516	75,864	24,769	167,652	1/1/2017	C		12/31/2019
4400001863	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	AGGREGATES	E	B	6	N	N	1		30,000	24,370	13,301	5,630	1/1/2018	O	4/14/2021	
4400001867	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TOILET RENTAL	E	B	5	N	N	1		10,000	7,295	795	2,705	1/1/2018	C		10/20/2019
4400001875	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866- 2914 US	TOILET RENTAL	E	B	5	N	N	1		16,280	15,340	8,060	940	1/1/2018	O	4/30/2020	
4400001881	PECKHAM MATERIALS CORP UNION ST ATHENS, NY 12015 US	GRAVEL	E	B	7	N	N	1		40,000	797	0	39,203	1/1/2018	C		1/2/2019
4400001945	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	MAINTENANCE - BENTLEY SOFTWARE	S	B	7	N	N	1		15,318	15,318	0	0	1/31/2018	C		1/30/2019

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4400001955	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	UNIFORMS	E	B	5	N	N	1		9,300	7,089	3,760	2,211	1/24/2018	C		12/31/2019
4400001958	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	UNIFORMS	E	B	5	N	N	1		9,000	4,596	98	4,404	1/24/2018	C		12/31/2019
4400001975	CUSHING STONE CO INC 725 STATE HIGHWAY 5S AMSTERDAM, NY 12010-7669 US	SAND, STONE AND GRAVEL	E	B	5	N	N	1		28,500	13,469	3,473	15,031	1/25/2018	C		1/24/2019
4400002031	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	TRAILWAY PROJECT	C	B		N	N	9		5,408,849	5,178,109	1,891,753	230,740	3/1/2018	C		11/30/2019
4400002049	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	TOILET RENTAL	E	B	5	N	N	1		31,658	31,625	17,000	33	1/1/2018	O	4/30/2020	
4400002104	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	9,882	5,369	118	2/22/2018	O	12/31/2020	
4400002106	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		25,000	22,675	6,260	2,325	2/22/2018	O	1/8/2020	
4400002187	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	ACCELA CIVIC PLATFORM SILVER SUBSCRIPTION	I	B	7	N	N	1		12,677	12,677	0	0	3/19/2018	C		3/18/2019
4400002225	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501 US	WELDING EQUIPMENT	E	C	5	N	N	1		6,500	6,201	1,864	299	3/20/2018	C		3/6/2019
4400002239	EDBAUER CONSTRUCTION DBA FOR KELEMAN-BAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224-1350 US	TRAILWAY PROJECT	C	B		N	N	5		4,493,223	4,493,222	2,462,554	1	4/18/2018	C		12/31/2019
4400002258	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	MAINTENANCE - SOPHOS	S	B	7	N	03	1		9,200	9,200	0	0	3/31/2018	C		3/30/2019
4400002291	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - SOFTWARE	S	B	7	F	N	1		17,308	17,308	0	0	4/2/2018	C		4/1/2019
4400002299	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	E	B	7	N	N	1		700,000	580,202	249,305	119,798	4/6/2018	C		4/5/2019

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4400002366	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	SUPPORT - MICROSOFT	S	B	7	N	N	1		33,935	33,935	0	0	6/28/2018	C		6/27/2019
4400002371	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	0	0	10,000	4/19/2018	O	1/8/2020	
4400002456	ADVANCE MARINE LLC 900 SMITHS BRIDGE RD WILMINGTON, DE 19807-1330 US	MARINE DECK CRANE	E	B		F	N	3		265,000	265,000	66,250	0	5/2/2018	C		5/1/2019
4400002465	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		30,000	15,728	15,021	14,272	5/3/2018	O	8/20/2020	
4400002502	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	CONSULTING SERVICES	P	1	8	N	N	1		19,875	19,875	0	0	5/10/2018	C		5/9/2019
4400002504	VILLAGE OF NEWARK 100 E MILLER ST NEWARK, NY 14513 US	CULVERT PROJECT	C	B	9	N	N	2		600,000	355,260	355,260	244,740	8/1/2018	C		12/31/2019
4400002506	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	ROCK SALT	E	B	7	N	N	1		5,000	0	0	5,000	5/14/2018	C		8/31/2019
4400002530	ELDERLEE INC 729 CROSS RD OAKS CORNERS, NY 14518 US	NYS TRAILWAY MARKERS AND SIGNS	E	B	7	N	N	3		40,000	16,391	16,391	23,609	5/17/2018	O	4/26/2021	
4400002570	LAFARGE NORTH AMERICA INC 1717 NEW RD NIAGARA FALLS, NY 14304-1547 US	FINE AND COARSE AGGREGATES	E	B	7	N	N	1		15,000	3,063	1,756	11,937	5/25/2018	O	4/14/2021	
4400002571	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRST AID KITS	E	B	5	N	N	1		6,000	5,001	1,053	999	1/1/2018	C		5/28/2019
4400002578	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOFTWARE AND MAINTENANCE - ACTIVE DIRECTORY	E	B	7	N	N	1		20,264	20,264	0	0	6/1/2018	C		5/31/2019
4400002621	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	FINE AND COARSE AGGREGATES	E	C	5	N	N	1		20,000	10,129	2,267	9,871	6/10/2018	O	4/14/2021	
4400002635	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT SOFTWARE AND SUPPORT	E	B	7	N	04	1		140,998	140,998	0	0	6/12/2018	C		6/11/2019
4400002644	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE LICENSE - MICROSOFT	E	B	7	N	N	1		67,244	44,048	22,024	23,196	7/1/2018	O	6/30/2021	
4400002701	DHI WATER AND ENVIRONMENT 141 UNION BLVD STE 250 LAKEWOOD, CO 80228-2206 US	MAINTENANCE - MIKE OPERATIONS SOFTWARE	S	1	8	N	N	1		51,222	51,222	0	0	7/1/2018	C		6/30/2019
4400002715	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	LP GAS	E	B	7	N	N	1		10,000	660	660	9,340	7/1/2018	O	6/30/2022	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R N A	O P A	M W B E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2019	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4400002750	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEF PROJECT FOR REMEDIATION, TRANSPORTATION, AND SCUTTLE OF OBSOLETE VESSELS	A	B	8	F	N	3		2,383,583	2,371,583	0	12,000	11/1/2018	C		1/31/2019
4400002783	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1	*	10,000	10,006	4,013	0	7/12/2018	C		7/1/2019
4400002785	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		8,999	8,399	3,358	600	7/12/2018	C		12/31/2019
4400002843	HAUN WELDING SUPPLY INC 12 HEMLOCK ST LATHAM, NY 12110 US	WELDING EQUIPMENT	E	M	5	N	N	1		5,645	5,628	2,288	17	7/25/2018	C		7/24/2019
4400002858	COUNTY WASTE & RECYCLING SERVICE IN PO BOX 11760 NEWARK, NJ 07101-4760 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	0	0	10,000	7/31/2018	C		6/30/2019
4400002868	COLD SPRING CONSTRUCTION CO 43 JACKSON ST - PO BOX 358 AKRON, NY 14001-1349 US	EAST GUARD LOCK REHABILITATION	C	B		N	N	5		6,255,116	6,157,347	5,853,141	97,769	8/29/2018	C		11/28/2019
4400002886	COLD SPRING CONSTRUCTION CO 43 JACKSON ST - PO BOX 358 AKRON, NY 14001-1349 US	ALBION WASTE WEIR REHABILITATION	C	B		N	N	4		1,460,432	1,374,478	1,238,278	85,954	8/21/2018	C		7/31/2019
4400002889	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		43,731	25,876	21,600	17,855	8/31/2018	O	8/30/2020	
4400002890	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		10,000	1,945	1,945	8,055	8/31/2018	O	8/30/2020	
4400002891	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		10,000	5,550	5,550	4,450	8/31/2018	O	8/30/2020	
4400002892	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	B	7	N	N	1		10,000	700	0	9,300	8/31/2018	O	8/30/2020	
4400002893	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2020	
4400002894	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2020	
4400002900	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	7,364	7,364	2,636	8/31/2018	O	8/30/2022	
4400002901	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2022	
4400002905	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	8/31/2018	O	8/30/2022	

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4400002906	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		10,000	8,516	7,781	1,484	8/31/2018	O	8/30/2022	
4400002907	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		10,000	9,596	9,596	404	8/31/2018	O	8/30/2022	
4400002908	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		40,000	11,955	9,074	28,045	8/31/2018	O	8/30/2022	
4400002909	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		50,000	27,766	23,212	22,234	8/31/2018	O	8/30/2022	
4400002922	ROSICK WELL DRILLING LLC 1175 FARLEY RD HUDSON FALLS, NY 12839-4307 US	WATER WELL INSTALLATION	C	B	5	N	N	1		15,850	7,514	7,514	8,336	8/9/2018	C		8/8/2019
4400002929	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	512	512	19,488	8/31/2018	O	8/30/2020	
4400002930	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	6,298	6,298	13,702	8/31/2018	O	8/30/2020	
4400002931	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/31/2018	O	8/30/2020	
4400002935	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	RUBBISH REMOVAL	S	B	7	N	N	1		5,000	4,317	1,772	683	8/13/2018	C		8/12/2019
4400002954	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	3		58,800	58,800	44,100	0	8/1/2018	C		6/30/2019
4400002968	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEFING	S	B		N	N	2		3,295,755	3,295,755	743,780	0	8/22/2018	C		8/31/2019
4400002972	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	B	9	N	N	10		40,000	40,000	40,000	0	8/28/2018	C		3/31/2019
4400002975	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		45,000	0	0	45,000	8/31/2018	O	8/27/2020	
4400002978	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	01	1		25,000	23,768	23,768	1,232	8/31/2018	O	8/27/2020	

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4400002989	J M TREE SERVICE INC 3567 SWEDEN WALKER RD BROCKPORT, NY 14420-9319 US	TREE REMOVAL	S	B	6	N	N	3		12,000	12,000	12,000	0	9/5/2018	C		1/2/2019
4400002997	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		25,000	0	0	25,000	8/31/2018	O	8/27/2020	
4400002998	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		45,000	42,132	33,926	2,868	8/30/2018	O	8/27/2020	
4400003001	ABS AMERICAS DBA FOR AMERICAN BUREAU OF SHIPPING 1701 CITY PLAZA DR SPRING, TX 77389-1831 US	VESSEL TONNAGE MEASUREMENT SERVICES	S	B	6	F	N	1		10,000	8,500	8,500	1,500	9/6/2018	C		1/29/2019
4400003002	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		145,000	106,079	91,024	38,921	8/30/2018	O	8/27/2020	
4400003003	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	30,000	23,571	0	8/30/2018	O	8/27/2020	
4400003004	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/27/2020	
4400003005	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/27/2020	
4400003006	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		75,000	74,834	53,345	166	8/30/2018	O	8/27/2020	
4400003007	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		30,000	28,102	23,782	1,898	8/30/2018	O	8/27/2020	
4400003008	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		50,000	0	0	50,000	8/30/2018	O	8/27/2020	
4400003010	BUELL FUEL LLC 2676 STATE STE 12B DEANSBORO, NY 13328-1128 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/30/2018	O	8/27/2020	
4400003011	SENECA STONE CORPORATION 2747 CANOGA RD SENECA FALLS, NY 13148-9523 US	PAVING	C	B	7	N	N	1		69,347	63,511	63,511	5,836	9/6/2018	C		9/5/2019
4400003012	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	B	7	N	N	1		25,000	0	0	25,000	8/30/2018	O	8/27/2020	
4400003013	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		25,000	24,141	24,141	859	8/30/2018	O	8/27/2020	

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4400003014	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		20,000	20,000	20,000	0	8/30/2018	O	8/27/2020	
4400003015	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	1		15,000	9,313	9,313	5,687	8/30/2018	O	8/27/2020	
4400003016	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		20,000	10,581	10,581	9,419	8/30/2018	O	8/27/2020	
4400003017	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	1		20,000	12,168	9,819	7,832	8/30/2018	O	8/27/2020	
4400003034	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	2		39,600	34,650	24,750	4,950	11/1/2018	C		6/30/2019
4400003050	MOHAWK VALLEY MATERIALS INC 9788 RIVER RD MARCY, NY 13403-2049 US	TREE REMOVAL	S	B	5	N	03	1		36,000	36,000	0	0	9/13/2018	C		1/18/2019
4400003063	AMSEC ENGINEERING OF NEW YORK PC DBA AENY 112 W 34TH ST FL 18 NEW YORK, NY 10120-0001 US	VESSEL ASSESSMENT	P	B	9	N	N	1		111,992	100,397	63,963	11,595	9/22/2018	C		9/21/2019
4400003077	COUNTY OF MADISON 138 N COURT ST PO BOX 665 WAMPVILLE, NY 13163 US	MARINE PATROL	S	C	6	N	N	1		34,463	0	0	34,463	9/18/2018	C		3/31/2019
4400003078	MONROE COUNTY DEPT OF ENVIRONMENTAL SERVICES 50 WEST MAIN ST - STE 7100 ROCHESTER, NY 14614 US	MARINE PATROL	S	C	6	N	N	1		39,424	39,323	39,323	101	9/18/2018	C		3/31/2019
4400003083	COUNTY OF NIAGARA NIAGARA COUNTY COURTHOUSE 175 HAWLE LOCKPORT, NY 14094 US	MARINE PATROL	S	C	9	N	N	1		40,000	30,695	30,695	9,305	9/19/2018	C		3/31/2019
4400003084	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	C	9	N	N	1		40,000	0	0	40,000	9/19/2018	C		3/31/2019
4400003085	Y S I INC 9843 18TH ST N STE 1200 ST PETERSBURG, FL 33716-4208 US	WATER GAGING EQUIPMENT	E	2	8	F	N	1		133,166	133,166	133,166	0	9/20/2018	C		9/19/2019
4400003107	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - ESRI SOFTWARE	S	B	7	F	N	1		15,545	15,545	0	0	9/25/2018	C		9/24/2019

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4400003108	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	AUREA LYRIS SUBSCRIPTION LICENSES	I	2	8	N	N	1		43,680	43,680	0	0	10/1/2018	C		9/30/2019
4400003131	SPRAGUE RESOURCES LP SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR PORTSMOUTH, NH 03801-6836 US	FUEL	E	B	7	N	N	1		65,000	45,369	42,912	19,631	8/31/2018	O	8/27/2020	
4400003132	SPRAGUE RESOURCES LP SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR PORTSMOUTH, NH 03801-6836 US	FUEL	E	B	7	N	N	1		30,000	14,198	14,198	15,802	8/31/2018	O	8/27/2020	
4400003154	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	DREDGING	C	B		N	N	2		5,204,574	5,204,574	5,204,574	0	10/26/2018	C		7/30/2019
4400003159	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	C	9	N	N	11		40,000	40,000	40,000	0	10/5/2018	C		3/31/2019
4400003160	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	9	N	N	11		12,500	5,548	5,548	6,952	10/5/2018	C		3/31/2019
4400003161	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	10/5/2018	C		3/31/2019
4400003163	SENECA COUNTY SHERIFF 6150 STATE RTE 96 ROMULUS, NY 14541-9552 US	MARINE PATROL	S	C	9	N	N	11		40,000	21,670	21,670	18,330	10/5/2018	C		3/31/2019
4400003181	WOODS CRW CORP PO BOX 1099 795 MARSHALL AVE WILLISTON, VT 05495 US	CRANE RENTAL	E	M	8	N	N	3		93,750	88,750	88,750	5,000	11/1/2018	C		4/30/2019
4400003189	NICHOLS LONG & MOORE CONSTRUCTION CORP 770 RIVERVIEW BLVD STE 1 TONAWANDA, NY 14150-7880 US	CULVERT PROJECT	C	B		N	N	2		1,365,373	1,365,373	1,280,773	0	10/25/2018	C		6/30/2019
4400003191	COUNTY OF SCHENECTADY 620 STATE ST SCHENECTADY, NY 12305 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	10/10/2018	C		3/31/2019
4400003195	COUNTY OF WASHINGTON 383 BROADWAY FORT EDWARD, NY 12828 US	MARINE PATROL	S	C	9	N	N	11		13,240	3,068	3,068	10,172	10/10/2018	C		3/31/2019
4400003198	BETLEM SERVICE CORPORATION EMCOR SERVICES BETHLEM 704 CLINTON AVE S ROCHESTER, NY 14620-1499 US	STEAM BOILER REGASKET	S	C	9	N	N	3		9,584	9,584	0	0	10/11/2018	C		1/18/2019
4400003210	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	PAVING	S	B	7	N	N	2		76,254	76,254	76,254	0	10/16/2018	C		10/15/2019

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4400003218	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B	7	F	N	1		247,310	244,837	244,837	2,473	10/17/2018	C		1/7/2019
4400003222	A P PLUMBING LAURAMAR CORPORATION 1195 RIDGEWAY AVE ROCHESTER, NY 14615 US	OIL WATER SEPARATOR SYSTEM	E	B	5	N	N	2		18,450	18,450	18,450	0	10/18/2018	C		1/31/2019
4400003229	MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036-2708 US	ASSET VALUATION FOR INSURANCE PURPOSES	P	2		N	N	1		49,804	49,803	49,803	1	11/1/2018	C		9/27/2019
4400003242	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE RENTAL	E	B	5	N	N	3		36,000	31,500	22,500	4,500	11/1/2018	C		5/31/2019
4400003258	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	CRANE RENTAL	E	B	5	N	N	3		24,000	14,100	14,100	9,900	11/1/2018	C		4/30/2019
4400003264	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	FLIGHT OF FIVE PROJECT	C	B		N	01	1		1,289,113	1,192,682	1,192,682	96,431	10/31/2018	C		8/30/2019
4400003266	WOODS CRW CORP 751 COUNTY RTE 37 CENTRAL SQUARE, NY 13036 US	CRANE RENTAL	E	B	5	N	N	3		94,400	93,400	93,400	1,000	11/5/2018	C		5/31/2019
4400003300	PARKS & TRAILS NEW YORK 33 ELK ST ALBANY, NY 12207-1065 US	SUPPORT - PARKS AND TRAILS	S	2	8	N	N	1		357,145	87,074	87,074	270,071	1/1/2019	O	12/31/2021	
4400003304	MCFARLAND CASCADE HOLDINGS INC DBA MCFARLAND CASCADE 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	LUMBER	E	C	6	N	N	4		13,976	13,974	13,974	2	11/5/2018	C		11/4/2019
4400003305	MCFARLAND CASCADE HOLDINGS INC DBA MCFARLAND CASCADE 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	LUMBER	E	C	6	N	N	4		13,530	13,529	13,529	1	11/5/2018	C		11/4/2019
4400003320	WASTE MANAGEMENT LLC 2003 BLEEKER ST UTICA, NY 13501 US	RUBBISH REMOVAL	S	B	6	N	N	1		10,000	10,000	10,000	0	11/6/2018	C		11/5/2019
4400003325	DONJON SHIPBUILDING & REPAIR LLC 220 EAST BAYFRONT PKWY ERIE, PA 16507-2402 US	BARGE	E	B		N	N	4		5,064,790	1,189,839	825,531	3,874,951	11/7/2018	O	9/30/2022	
4400003329	MONROE EXTINGUISHER CO INC PO BOX 60980 ROCHESTER, NY 14606 US	FIRE EXTINGUISHER SERVICES	S	2	5	N	N	1		9,499	6,177	5,676	3,322	11/7/2018	C		11/6/2019
4400003330	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	LICENSE AND MAINTENANCE - ACCELA SOFTWARE	I	B	7	F	N	1		67,077	32,077	32,077	35,000	11/8/2018	C		11/7/2019
4400003332	SISCO MARINE LLC MARINE INLAND FABRICATIONS 1725 BUCHANAN ST PANAMA CITY, FL 32409-1482 US	PUSH BOATS	E	B		N	N	4		3,541,032	1,271,027	856,027	2,270,005	11/7/2018	O	12/31/2022	

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4400003339	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	RENTAL - 290,000 BTU DIESEL HEATER AND 12' HEATER DUCT	E	B	5	N	N	1		6,360	5,400	5,400	960	12/1/2018	C		3/31/2019
4400003367	4950 GENESEE ST LLC C/O CIMINELLI REAL ESTATE CORP 350 ESSJAY RD - STE 101 WILLIAMSVILLE, NY 14221-8200 US	WALL CONSTRUCTION	C	C	5	N	N	1		5,519	0	0	5,519	12/6/2018	C		12/5/2019
4400003369	BURT CRANE & RIGGING DBA FOR SCHEIB CORP 5 VETERANS MEMORIAL DR GREEN ISLAND, NY 12183 US	CRANE RENTAL	E	M	5	N	03	1		57,045	57,045	57,045	0	11/20/2018	C		4/1/2019
4400003397	NEW YORK STATE FENCE INC 858 MANITOU RD HILTON, NY 14468 US	CHAIN LINK FENCE	E	B	5	N	N	3		6,980	6,980	6,980	0	11/27/2018	C		1/31/2019
4400003401	4IMPRINT INC 101 COMMERCE ST OSHKOSH, WI 54901-4864 US	PROMOTIONAL MATERIALS	E	B	7	N	N	1		20,000	19,848	19,848	152	1/1/2019	C		12/31/2019
4400003421	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458- 1843 US	WEB CAM EQUIPMENT AND SERVICES	H	B	7	F	N	1		411,434	318,528	318,528	92,906	12/3/2018	C		12/2/2019
4400003422	UTICA VALLEY ELECTRIC SUPPLY CO INC 2415 W WHITESBORO ST YORKVILLE, NY 13495-1402 US	ELECTRICAL SUPPLIES	E	C	5	N	N	1		5,079	5,079	5,079	0	12/3/2018	C		3/27/2019
4400003441	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL DATA PROTECTION (DDPE) SERVER	I	2	5	F	N	1		8,762	8,762	0	0	12/6/2018	C		12/5/2019
4400003444	ISCO INDUSTRIES INC 100 WITHERSPOON ST 2WEST LOUISVILLE, KY 40202-1396 US	DREDGE PIPE AND COUPLERS	E	B		N	N	1		78,091	78,091	78,091	0	12/6/2018	C		4/1/2019
4400003477	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		105,000	17,998	17,998	87,002	12/19/2018	O	12/18/2021	
4400003478	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		80,000	7,424	7,424	72,576	12/19/2018	O	12/18/2021	
4400003479	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		70,000	26,469	26,469	43,531	12/19/2018	O	12/18/2021	
4400003480	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		160,000	31,535	31,535	128,465	12/19/2018	O	12/18/2021	
4400003495	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	ANNUAL MAINTENANCE-BENTLEY SOFTWARE	S	B	7	N	N	1		36,833	36,833	36,833	0	1/1/2019	C		12/31/2019
4400003502	PECKHAM MATERIALS CORP UNION ST ATHENS, NY 12015 US	SAND, STONE AND GRAVEL	E	B	7	N	N	1		40,000	1,812	1,812	38,188	1/1/2019	O	4/14/2021	

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4400003506	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRST AID KITS	E	B	5	N	N	1		7,000	2,857	2,857	4,143	1/1/2019	C		12/31/2019
4400003516	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		50,000	20,054	20,054	29,946	12/19/2018	O	12/18/2022	
4400003534	Y S I INC 9843 18TH ST N STE 1200 ST PETERSBURG, FL 33716-4208 US	ALARM SYSTEM	E	1	5	N	N	1		5,109	5,109	5,109	0	12/21/2018	C		11/1/2019
4400003537	A+ TECH & SECURITY SOLUTIONS INC 1490 NORTH CLINTON AVENUE BAY SHORE, NY 11706-4049 US	SECURITY EQUIPMENT	H	B	7	N	N	1		19,885	18,795	18,795	1,090	12/24/2018	C		12/23/2019
4400003545	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	LIFT BRIDGE MOTOR REPAIR	S	C	6	N	N	3		16,551	16,551	16,551	0	12/28/2018	C		6/1/2019
4400003567	GREAT LAKES POWER SERVICE CO 1262 GLEN AVE STE A MOORESTOWN, NJ 08057-1133 US	OEM MARINE PARTS	E	2	5	F	N	1	*	13,496	13,649	13,649	0	1/15/2019	C		1/31/2019
4400003578	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	CAT D6 DOZER	E	B	5	N	N	1		20,850	15,529	15,529	5,321	1/7/2019	C		4/30/2019
4400003582	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		90,000	10,879	10,879	79,121	12/19/2018	O	12/18/2021	
4400003583	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		45,000	4,684	4,684	40,316	12/19/2018	O	12/18/2021	
4400003584	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		190,000	17,864	17,864	172,136	12/19/2018	O	12/21/2021	
4400003585	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		65,000	4,974	4,974	60,026	12/19/2018	O	12/18/2021	
4400003593	THE CARLISLE & FINCH CO 4562 W MITCHELL AVE CINCINNATI, OH 45232 US	MARINE EQ	E	B	5	F	N	3	*	6,101	6,232	6,232	0	1/8/2019	C		3/5/2019
4400003595	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	ABSESTOS REMOVAL	S	B	5	N	N	1		12,680	12,631	12,631	49	1/8/2019	C		1/31/2019
4400003596	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205 US	OEM PARTS	E	B	5	N	N	1		18,151	9,826	9,826	8,325	1/8/2019	C		1/31/2019
4400003597	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033 US	SANDBLASTING VALVES	E	B	5	N	N	3		6,660	6,660	6,660	0	1/9/2019	C		2/28/2019

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4400003599	BURT CRANE & RIGGING DBA FOR SCHEIB CORP 5 VETERANS MEMORIAL DR GREEN ISLAND, NY 12183 US	CRANE RENTAL	E	B	5	N	03	1		15,409	11,942	11,942	3,467	1/23/2019	C		3/31/2019
4400003617	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	FLEET	E	B	5	N	N	1		9,800	9,695	9,695	105	1/15/2019	C		2/28/2019
4400003619	D & W DIESEL INC 1503 CLARK ST RD AUBURN, NY 13021 US	DREDGE PIPE AND COUPLERS	E	B	5	N	N	3		7,577	7,427	7,427	150	1/15/2019	C		1/31/2019
4400003633	UPSTATE VALVE AND CONTROL INC DBA FOR CHRISTOPHER P L WARNETT 46 VALEWOOD RUN PENFIELD, NY 14526-2807 US	EMERGENCY REPAIR	S	B	5	N	N	1		6,794	6,794	6,794	0	1/17/2019	C		12/31/2019
4400003658	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EQUIPMENT RENTAL	E	B	5	N	N	1		17,505	17,505	17,505	0	2/11/2019	C		3/11/2019
4400003661	ATLANTIC SALT INC 134 MIDDLE ST STE 210 LOWELL, MA 01852-1883 US	SALT	E	B	5	N	N	1		10,000	5,517	5,517	4,483	1/23/2019	O	8/30/2020	
4400003669	LUPINI CONSTRUCTION INC 6081 TRENTON RD UTICA, NY 13502-6227 US	LEAK MITIGATION	E	M	5	N	03	1		9,000	0	0	9,000	1/24/2019	C		2/28/2019
4400003671	MILLER MARQUART LUMBER CO LLC 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120- 3244 US	LUMBER	E	B	5	N	N	4		31,222	25,290	25,290	5,932	1/24/2019	C		3/29/2019
4400003675	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	M	5	N	01	1		25,000	24,049	24,049	951	1/30/2019	C		7/30/2019
4400003678	THRU-WAY AUTO SPRING SERVICE 1609 MOUNT READ BLVD ROCHESTER, NY 14606-2879 US	PLOW REPAIR	S	B	5	N	N	3		6,200	6,200	6,200	0	1/30/2019	C		2/28/2019
4400003683	HILLER SYSTEMS A DIVISON OF THE HILLER CO INC 1242 EXECUTIVE BLVD CHESAPEAKE, VA 23320-2807 US	FIRE DETECTION AND ALARM SYSTEMS	A	B		N	N	2		107,384	107,384	107,384	0	8/21/2018	C		7/31/2019
4400003689	KINETICS INDUSTRIES INC 140 STOKES AVE TRENTON, NJ 08638 US	DIODE RECTIFIER	E	B	5	N	N	3	*	8,140	8,329	8,329	0	2/4/2019	C		3/15/2019
4400003700	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	5		6,741,400	2,796,154	2,796,154	3,945,246	2/4/2019	O	11/20/2020	
4400003701	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	M	5	N	01	1		22,075	22,075	22,075	0	2/5/2019	C		3/15/2019

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4400003706	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINT	E	M	5	N	N	1		7,566	7,566	7,566	0	2/6/2019	C		2/25/2019
4400003707	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINT	E	M	5	N	N	1	*	7,968	8,068	8,068	0	2/6/2019	C		2/28/2019
4400003718	IPROMOTEU.COM INC 321 COMMONWEALTH RD STE 101 WAYLAND, MA 01778-5039 US	MARKETING ITEMS	E	B	7	N	N	1		20,000	9,826	9,826	10,174	1/1/2019	C		12/31/2019
4400003727	NYS DEPARTMENT OF TRANSPORTATION 50 WOLF RD ALBANY, NY 12232-2645 US	BRIDGE REHABILITATIONS	C	B		N	N	3		9,473,467	280,115	280,115	9,193,352	3/26/2019	O	7/31/2021	
4400003728	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205 US	PARTS - ELECTRICAL	E	2	5	N	N	1		6,397	6,397	6,397	0	2/14/2019	C		2/14/2019
4400003735	TROY BELTING & SUPPLY COMPANY 70 COHOES RD WATERVLIET, NY 12189 US	MOTOR	E	2	5	N	01	1		9,884	9,785	9,785	99	2/15/2019	C		3/30/2019
4400003736	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	CONCRETE	E	B	5	N	N	1		10,000	0	0	10,000	1/1/2019	C		12/31/2019
4400003747	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	WORK CLOTHING	E	B	5	N	N	1		9,700	4,171	4,171	5,529	1/1/2019	C		12/31/2019
4400003777	CONSTRUCTIVE COPY LLC 3 NORTHWAY LN N STE 2 LATHAM, NY 12110-2239 US	MARKETING ITEMS	E	M	5	N	03	1		20,000	19,530	19,530	470	1/1/2019	C		12/31/2019
4400003794	B T & T INC 12172 STATE ROUTE 176 CATO, NY 13033-8726 US	SANDBLASTING	S	C	6	N	N	3		5,200	5,200	5,200	0	3/1/2019	O	1/6/2020	
4400003821	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	MARKETING MATERIALS	E	M	5	N	03	1		20,000	19,877	19,877	123	3/12/2019	O	3/11/2020	
4400003849	NAPA AUTO PARTS DBA FOR GENUINE PARTS CO 2401 WEHRLE DR WILLIAMSVILLE, NY 14221-7141 US	TIRE CHANGERS AND SWINGARM HELPERS	E	C	6	N	N	3		15,851	15,851	15,851	0	3/19/2019	C		4/30/2019
4400003865	TWINSTATE TECHNOLOGIES DBA FOR TWINSTATE/VOICE DATA VID IN 291 RAND HILL RD MORRISONVILLE, NY 12962-3216 US	MAINTENANCE - SOPHOS	S	B	7	N	03	3		8,405	8,405	8,405	0	3/31/2019	O	3/30/2020	

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4400003880	CARASOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - ACCELA	S	B	7	N	N	1		13,564	13,564	13,564	0	3/28/2019	O	3/27/2020	
4400003893	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	BOOM LIFT RENTAL	E	B	7	N	N	1		5,766	5,700	5,700	66	4/1/2019	C		6/30/2019
4400003920	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	OCCUPATIONAL MEDICAL	S	M	5	N	04	1		12,000	0	0	12,000	4/8/2019	C		12/31/2019
4400003952	MIDWAY INDUSTRIAL SUPPLY INC PO BOX 303 - 51 WURZ AVE UTICA, NY 13503-0303 US	PAINT	E	B	6	N	N	3		7,062	7,062	7,062	0	4/16/2019	C		8/8/2019
4400003960	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	2		2,442,000	285,942	285,942	2,156,058	4/25/2019	O	9/15/2020	
4400003971	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	TOILET RENTAL	E	B	7	N	N	1		8,000	7,210	7,210	790	4/19/2019	O	4/18/2020	
4400003982	SESSLER ENVIRONMENTAL SERVICES LLC 30 VANTAGE POINT DR STE 4 ROCHESTER, NY 14624-1141 US	MARINA IMPROVEMENTS	C	B		N	N	2		1,499,000	1,499,000	1,499,000	0	4/18/2019	C		9/13/2019
4400003984	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	TRAILWAY PROJECT	C	B		N	N	3		2,071,245	509,488	509,488	1,561,757	4/26/2019	O	10/15/2020	
4400004035	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1611 BUSH ST BALTIMORE, MD 21230 US	DREDGE PIPE AND COUPLERS	E	1	5	N	N	1	*	7,456	7,557	7,557	0	5/8/2019	O	5/7/2020	
4400004037	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	ELECTICAL EQUIPMENT	E	1	6	N	N	1		5,260	5,259	5,259	1	5/9/2019	O	5/8/2020	
4400004054	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	COUNTERWEIGHT CABLES	E	B	8	N	N	2		113,377	69,600	69,600	43,777	5/15/2019	C		5/15/2019
4400004066	MIDWAY INDUSTRIAL SUPPLY INC PO BOX 303 - 51 WURZ AVE UTICA, NY 13503-0303 US	PAINT	E	C	6	N	N	3		6,902	6,902	6,902	0	5/21/2019	O	5/20/2020	
4400004072	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS AND ACCESSORIES	H	B	7	F	04	5		28,243	28,243	28,243	0	5/22/2019	C		7/30/2019
4400004077	THE CARLYLE JOHNSON MACHINE COMPANY LLC 291 BOSTON TPKE BOLTON, CT 06043-7252 US	MECHANICAL CLUTCH	E	1	9	F	N	1		14,919	0	0	14,919	5/23/2019	O	5/22/2020	

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4400004101	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH REMOVAL	S	B	7	N	N	1		9,998	7,233	7,233	2,765	6/4/2019	O	6/3/2020	
4400004113	WOODS CRW CORP PO BOX 1099 795 MARSHALL AVE WILLISTON, VT 05495 US	CRANE RENTAL	E	C	6	N	N	3		27,900	27,900	27,900	0	6/7/2019	C		7/6/2019
4400004121	FIVE STAR EQUIPMENT INC 6500 E TAFT RD EAST SYRACUSE, NY 13057 US	HD 48" BUCKET HYUNDAI R360LC-3	E	C	6	N	N	3		8,390	8,390	8,390	0	6/11/2019	C		12/31/2019
4400004131	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL	E	B	7	N	N	1		25,000	22,908	22,908	2,092	6/14/2019	O	6/13/2020	
4400004134	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	SUPPORT - MICROSOFT	S	B	7	N	N	1		33,935	33,935	33,935	0	6/28/2019	O	6/27/2020	
4400004151	PENN POWER SYSTEMS 8330 STATE RD PHILADELPHIA, PA 19136-2915 US	ENGINE REPAIR	S	2	5	F	N	1		6,038	6,038	6,038	0	9/5/2019	O	9/4/2020	
4400004175	D & D POWER LLC 16 HEMLOCK ST LATHAM, NY 12110-2217 US	POLE INSTALLATION	S	C	9	N	N	3		7,965	7,965	7,965	0	6/24/2019	O	6/23/2020	
4400004182	CUSHING STONE CO INC 725 STATE HIGHWAY 5S AMSTERDAM, NY 12010-7669 US	SAND, STONE AND GRAVEL	E	B	7	N	N	15		15,000	7,381	7,381	7,619	6/28/2019	O	6/27/2020	
4400004184	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	TRUCK RENTAL	E	B	7	N	N	1		35,200	35,200	35,200	0	6/28/2019	C		10/31/2019
4400004196	ALBANY COUNTY SHERIFF'S OFFICE COUNTY COURT HOUSE ALBANY, NY 12207 US	MARINE PATROL	S	C	9	N	N	12		6,000	0	0	6,000	7/3/2019	O	3/31/2020	
4400004197	COUNTY OF SCHENECTADY 620 STATE ST SCHENECTADY, NY 12305 US	MARINE PATROL	S	C	9	N	N	12		40,000	0	0	40,000	7/3/2019	O	3/31/2020	
4400004199	SENECA COUNTY SHERIFF 6150 STATE RTE 96 ROMULUS, NY 14541-9552 US	MARINE PATROL	S	C	9	N	N	12		40,000	0	0	40,000	7/3/2019	O	3/31/2020	
4400004202	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	LICENSE - ESA MAXIMO USER	S	M	8	N	03	1		116,399	116,399	116,399	0	6/25/2019	O	6/24/2020	
4400004231	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/11/2019	O	3/31/2020	
4400004232	COUNTY OF MONROE 130 S PLYMOUTH AVE ROCHESTER, NY 14614 US	MARINE PATROL	S	C	9	N	N	11		37,760	0	0	37,760	7/11/2019	O	3/31/2020	
4400004234	NIAGARA COUNTY SHERIFF'S OFFICE 5526 NIAGARA ST EXT LOCKPORT, NY 14095 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	

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4400004236	COUNTY OF ONEIDA 6065 JUDD RD ORISKANY, NY 13424 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004237	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEFING	S	B		N	N	1		2,934,020	2,799,060	2,799,060	134,960	7/12/2019	O	7/14/2021	
4400004240	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004241	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	9	N	N	11		32,025	0	0	32,025	7/12/2019	O	3/31/2020	
4400004242	OSWEGO COUNTY SHERIFF'S OFFICE 39 CHURCHILL ROAD OSWEGO, NY 13126 US	MARINE PATROL	S	C	9	N	N	11		40,000	0	0	40,000	7/12/2019	O	3/31/2020	
4400004248	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	TRAILWAY PROJECT	C	B		N	N	5		4,344,450	322,995	322,995	4,021,455	8/12/2019	O	11/20/2020	
4400004250	ALBANY STEEL INC 566 BROADWAY - PO BOX 4006 ALBANY, NY 12204 US	STEEL	E	C	6	N	N	3	*	6,693	6,717	6,717	0	7/16/2019	C		7/19/2019
4400004255	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	1,287	1,287	8,713	7/19/2019	O	7/18/2020	
4400004269	QUALITY CONTROLS 15 INDUSTRIAL PARK WALDWICK, NJ 07463 US	VALVES	E	C	8	F	N	5		151,770	0	0	151,770	7/26/2019	O	1/13/2020	
4400004271	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	WIRE ROPE	E	C	5	N	N	3		6,200	6,088	6,088	112	7/25/2019	C		8/16/2019
4400004273	THRUSTMASTER OF TEXAS INC 6900 THRUSTMASTER DR HOUSTON, TX 77041 US	POTENTIOMETER ASSEMBLY	E	1	5	F	N	1		6,887	6,887	6,887	0	7/26/2019	C		8/15/2019
4400004275	JASPER ENGINE EXCHANGE INC 815 WERNING ROAD JASPER, IN 47546 US	REMANUFACTURED DIESEL ENGINE	E	C	6	F	N	3		5,509	5,159	5,159	350	7/29/2019	O	7/28/2020	
4400004279	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	1,354	1,354	8,646	7/30/2019	O	7/29/2020	
4400004291	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	STONE	E	B	7	N	N	1		44,900	39,000	39,000	5,900	8/5/2019	O	8/4/2020	
4400004300	CAPITAL DISTRICT MARINA INC 17 JACKSON AVE COHOES, NY 12047-3317 US	MERCURY OUTBOARD MOTOR	E	C	5	N	N	3		6,085	6,085	6,085	0	8/9/2019	C		9/1/2019
4400004311	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	S	B	7	F	N	1		500,000	152,213	152,213	347,787	8/14/2019	O	8/13/2020	
4400004314	LUPINI CONSTRUCTION INC 6081 TRENTON RD UTICA, NY 13502-6227 US	EMERGENCY REPAIR	C	M	5	N	N	03	1	12,000	9,300	9,300	2,700	8/15/2019	O	8/14/2020	

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4400004318	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	SURVEY AND MAPPING SERVICES	P	C	8	N	04	6		14,686	0	0	14,686	8/16/2019	O	8/15/2020	
4400004333	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	SOFTWARE LICENSE IMPLEMENTATION AND MAINTENANCE	I	B		F	N	2		69,024	69,024	69,024	0	8/1/2019	O	7/31/2020	
4400004343	CCI COMPANIES PO BOX 186 CANASTOTA, NY 13032-0186 US	TRAILWAY PROJECT	C	B		N	N	2		8,331,831	0	0	8,331,831	8/30/2019	O	12/30/2020	
4400004345	NAYLOR PIPE COMPANY 1230 E 92ND ST CHICAGO, IL 60619-7997 US	COUPLINGS	E	C	6	N	N	3		13,459	12,780	12,780	679	8/27/2019	O	8/26/2020	
4400004350	THE WESSON GROUP LLC 55 EAST MAIN STREET SUITE 210 JOHNSTOWN, NY 12095-2641 US	DAM REHABILITATION	C	B		N	N	3		7,814,537	2,150,465	2,150,465	5,664,072	8/29/2019	O	10/30/2020	
4400004355	LAKE CHAMPLAIN MARITIME MUSEUM 4472 BASIN HARBOR RD VERGENNES, VT 05491 US	CONSULTATION SERVICES	P	1	8	N	N	1		115,000	0	0	115,000	9/1/2019	O	8/31/2020	
4400004356	NEW HAMPSHIRE HYDRAULICS INC 3 COLUMBIA CIRCLE MERRIMACK, NH 03054 US	GATE CYLINDER REPAIR	S	C	6	F	N	3		6,100	6,100	6,100	0	8/29/2019	O	8/28/2020	
4400004360	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	DREDGE PARTS	E	2	9	F	N	1		31,223	29,223	29,223	2,000	9/3/2019	O	9/2/2020	
4400004363	CLEMENTE LATHAM CONCRETE PO BOX 15097 ALBANY, NY 12212 US	CONCRETE AND FIBER	E	C	6	N	N	3		6,616	1,280	1,280	5,336	9/4/2019	O	9/3/2020	
4400004389	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		25,000	2,520	2,520	22,480	9/12/2019	O	9/11/2020	
4400004409	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	WORKSTATIONS	E	B	7	F	N	1		21,321	0	0	21,321	9/18/2019	C		12/15/2019
4400004434	CANADIAN PACIFIC RAILWAY DBA FOR DELAWARE & HUDSON RAILWAY C 120 S 6TH ST MINNEAPOLIS, MN 55402-1803 US	FLAGGING SERVICES	S	1	8	F	N	1		221,063	0	0	221,063	9/30/2019	O	6/30/2020	
4400004435	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	MAINTENANCE - LYRIS SOFTWARE	S	1	8	F	N	1		50,230	50,230	50,230	0	10/1/2019	O	9/30/2020	
4400004437	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	WORKSTATION	H	B	7	F	04	3		12,644	0	0	12,644	10/1/2019	O	1/7/2020	

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4400004442	STEEL SALES INC PO BOX 539 8085 STATE HIGHWAY 12 SHERBURNE, NY 13460 US	STEEL	E	C	5	N	03	3	6,760	6,760	6,760	0	10/2/2019	O	10/1/2020	
4400004446	FIRE SAFETY SYSTEMS INC 525 AERO DR STE 2 BUFFALO, NY 14225-1443 US	PUBLIC ANNOUNCEMENT SYSTEM	C	M	8	F	02	1	53,787	0	0	53,787	10/3/2019	O	6/28/2020	
4400004452	ARDEM INC 124 HILLSBOROUGH RD HILLSBOROUGH, NJ 08844-2707 US	DOCUMENT SCANNING DIGITAL SERVICES	S	B		F	04	4	69,080	0	0	69,080	10/7/2019	O	10/6/2020	
4400004459	UNDERWATER CONSULTANTS INTERNATIONAL 6428 BARTZ RD LOCKPORT, NY 14094-9507 US	EMERGENCY DIVING ASSISTANCE	S	2	5	N	N	1	12,240	12,240	12,240	0	10/9/2019	O	10/8/2020	
4400004463	WASTE MANAGEMENT LLC 2003 BLEEKER ST UTICA, NY 13501 US	RUBBISH REMOVAL	S	B	7	N	N	1	18,000	1,568	1,568	16,432	10/9/2019	O	10/8/2020	
4400004465	DRONEDEPLOY INC DBA INFATICS 1045 BRYANT ST STE 300 SAN FRANCISCO, CA 94103-4459 US	DRONEDEPLOY ENTERPRISE GOLD SUBSCRIPTION	I	2	5	F	N	1	12,500	12,500	12,500	0	10/7/2019	O	10/6/2020	
4400004469	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP 34 INCH DISPLAY MONITORS	E	B	7	F	04	4	15,500	15,500	15,500	0	10/11/2019	C		10/31/2019
4400004474	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	CRANE BASKET	E	C	6	N	N	3	7,150	0	0	7,150	10/11/2019	O	10/10/2020	
4400004482	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	AGGREGATES	E	B	7	N	N	1	75,000	0	0	75,000	10/15/2019	O	8/31/2020	
4400004487	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDESK 360 LAPTOPS AND ACCESSORIES	H	B	7	F	04	3	45,475	45,475	45,475	0	10/17/2019	C		11/13/2019
4400004498	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED SERVICE AND INSPECTION	S	B	7	N	03	2	11,849	11,849	11,849	0	10/21/2019	O	10/4/2020	
4400004504	ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	CAR RENTAL	E	B	7	N	N	1	75,000	0	0	75,000	10/23/2019	O	10/22/2020	
4400004509	ROCHESTER INDUSTRIAL SUPPLY CO INC 65 SAGINAW DR ROCHESTER, NY 14623-3131 US	PAINTING	E	C	6	N	N	3	7,610	0	0	7,610	10/27/2019	O	10/26/2020	
4400004533	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - ACCELA	S	B	7	N	N	1	34,130	34,130	34,130	0	11/8/2019	O	11/7/2020	
4400004543	XYLEM DEWATERING SOLUTIONS INC GODWIN PUMPS OF AMERICA INC 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	HOSES	E	B	5	N	N	3	8,289	0	0	8,289	11/6/2019	O	11/5/2020	

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4400004565	COLONY HARDWARE CORP COOK IRON STORE PO BOX 21216 NEW YORK, NY 10087-1216 US	LIFT SYSTEM	E	C	5	N	N	3		8,703	0	0	8,703	11/14/2019	O	11/13/2020	
4400004574	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	2		7,090	6,960	6,960	130	11/15/2019	O	11/14/2020	
4400004576	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	2		8,152	7,080	7,080	1,072	11/15/2019	O	11/14/2020	
4400004577	HUNT UNDERWATER SPECIALTIES 200 E MAIN ST PO BOX 832 WATERTOWN, NY 13601 US	DIVING SERVICES	S	C	5	N	N	2		16,500	16,500	16,500	0	11/15/2019	C		12/15/2019
4400004588	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	REWIRING, DRAINAGE IMPROVEMENTS	C	B		N	N	1		2,442,599	0	0	2,442,599	11/20/2019	O	6/30/2020	
4400004589	GODWIN PUMPS OF AMERICA 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	PUMP RENTAL	E	C	6	N	N	3		6,754	0	0	6,754	11/20/2019	O	5/5/2020	
4400004592	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	TRAILERS	E	B	8	N	N	1		131,352	0	0	131,352	11/21/2019	O	11/24/2020	
4400004598	RACO INTERNATIONAL LP 3350 INDUSTRIAL BLVD BETHEL PARK, PA 15102-2544 US	EQUIPMENT	E	2	8	F	N	1		40,803	0	0	40,803	11/21/2019	O	1/20/2020	
4400004614	84 LUMBER 1505 SCOTTSVILLE RD ROCHESTER, NY 14623-1934 US	QUOIN/MITER TIMBERS	E	B	5	N	N	3		12,390	0	0	12,390	11/29/2019	O	11/28/2020	
4400004625	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	SOFTWARE MAINTENANCE RENEWAL	S	B	7	F	N	1		15,545	15,545	15,545	0	11/18/2019	O	11/17/2020	
4400004628	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B		F	N	1		410,707	0	0	410,707	12/6/2019	O	8/31/2021	
4400004655	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033 US	SANDBLASTING	S	C	9	N	N	3		23,920	0	0	23,920	12/17/2019	O	12/16/2020	
4400004663	LAFLEUR LOGGING 9192 PUMP RD JORDAN, NY 13080-9406 US	LUMBER	E	B	5	N	N	3		15,203	0	0	15,203	12/19/2019	O	12/18/2020	
4400004666	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	EXCAVATOR WITH MULCHER RENTAL	E	B	7	N	N	1		16,800	0	0	16,800	12/20/2019	O	10/26/2020	
4400004669	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT	H	B	7	F	04	2		5,378	0	0	5,378	12/22/2019	O	3/13/2020	
4700000000	AECOM USA INC 605 3RD AVE NEW YORK, NY 10158-0180 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B		N	N	5		1,442,915	414,085	391,987	1,028,830	1/2/2017	O	12/31/2021	

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4700000001	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		1,449,662	852,038	417,757	597,624	1/2/2017	O	12/31/2021	
4700000002	GREENMAN-PEDERSEN INC 80 WOLF RD - STE 300 ALBANY, NY 12205-2608 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		1,961,809	1,463,239	1,097,071	498,570	1/2/2017	O	12/31/2021	
4700000003	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	N	18		3,467,364	2,392,066	1,449,224	1,075,298	1/2/2017	O	12/31/2021	
4700000004	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	P	B	8	N	04	18		5,278,293	4,374,837	3,503,836	903,456	1/2/2017	O	12/31/2021	
4700000005	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	ENGINEERING SERVICES	P	C	8	N	N	18		4,491,000	2,355,358	1,699,428	2,135,642	1/2/2017	O	12/31/2021	
4700000006	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ENGINEERING SERVICES	P	C	8	N	N	18		2,550,000	1,806,820	352,933	743,180	1/2/2017	O	12/31/2021	
4700000007	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	ENGINEERING SERVICES	P	C	8	N	N	18		1,058,000	369,239	181,310	688,761	1/2/2017	O	12/31/2021	
4700000009	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENGINEERING SERVICES	P	C	8	N	N	18		1,900,000	819,970	355,066	1,080,030	1/2/2017	O	12/31/2021	
4700000010	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	ENGINEERING SERVICES	P	C	8	N	N	18		3,000,000	2,494,355	388,119	505,645	1/2/2017	O	12/31/2021	
4700000012	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	EMERGENCY SPILL RESPONSE AND RECOVERY	P	B		N	N	3		1,500,000	60,152	41,316	1,439,848	12/12/2017	O	12/31/2020	
4700000013	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061-1612 US	EMERGENCY SPILL RESPONSE AND RECOVERY	P	B		N	N	3		1,500,000	66,369	62,807	1,433,631	12/12/2017	O	12/31/2020	
4700000014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	GENERAL ENVIRONMENTAL SERVICES	P	B		F	N	29		1,471,506	1,200,278	413,321	271,228	12/14/2017	O	12/31/2020	
4700000015	LABELLA ASSOCIATES PC 300 STATE ST ROCHESTER, NY 14614 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		128,122	104,451	57,513	23,671	12/14/2017	O	12/31/2020	
4700000016	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		200,000	0	0	200,000	12/14/2017	O	12/31/2020	
4700000017	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		1,355,916	609,034	609,034	746,882	12/14/2017	O	12/31/2020	

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4700000018	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		180,147	75,233	18,391	104,914	12/14/2017	O	12/31/2020	
4700000019	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		100,000	0	0	100,000	12/15/2017	O	12/14/2020	
4700000020	THE RESEARCH FOUNDATION FOR SUNY PO BOX 9 ALBANY, NY 12201-0009 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B	8		N	10		10,000	0	0	10,000	12/15/2017	O	12/14/2020	
4700000021	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	03	10		90,000	11,500	0	78,500	12/17/2017	O	12/14/2020	
4700000022	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	N	3		4,181,663	3,629,501	0	552,162	1/19/2018	C		12/31/2019
4700000023	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	N	3		8,111,600	6,350,436	300,882	1,761,164	1/19/2018	C		12/31/2019
4700000024	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	ON DEMAND REPAIR AND RECOVERY	C	B		N	01	1		2,878,800	2,829,287	1,328,786	49,513	1/19/2018	C		12/31/2019
4700000025	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		F	03	10		75,000	0	0	75,000	12/20/2017	O	12/14/2020	
4700000026	AECOM TECHNICAL SERVICES INC 257 W GENESEE ST - STE 400 BUFFALO, NY 14202-2657 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		75,000	0	0	75,000	12/30/2017	O	12/14/2020	
4700000027	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		364,187	284,753	150,359	79,434	1/17/2018	O	12/31/2020	
4700000028	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		355,000	193,500	193,500	161,500	1/16/2018	O	12/14/2020	
4700000029	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		110,000	56,931	54,931	53,069	10/2/2017	O	10/1/2022	
4700000030	ARCHAEOLOGY & HISTORIC RESOURCE SERVICES LLC 605 TWIN ARCH RD ROCK TAVERN, NY 12575-5324 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	C		N	03	10		100,000	0	0	100,000	1/22/2018	O	12/14/2020	
4700000031	ENVIRONMENTAL DESIGN & RESEARCH LNDSCPE ARCHIT ENGN & ENVIR SRV DPC 274 N GOODMAN ST ROCHESTER, NY 14607 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	03	10		75,000	0	0	75,000	2/4/2018	O	12/14/2020	

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4700000032	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FLOOD WARNING OPTIMIZATION SYSTEM CONSULTING SERVICES	P	2	8	N	N	1		600,000	600,000	355,556	0	3/1/2018	C		4/26/2019
4700000033	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		F	N	10		10,000	9,878	0	122	3/14/2018	O	12/14/2020	
4700000035	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	STATEWIDE DAM SAFETY ENGINEERING SERVICES	P	B		N	N	13		5,000,000	1,889,518	1,889,518	3,110,482	8/8/2018	O	8/7/2023	
4700000036	GRAINGER DBA FOR W W GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	MRO INDUSTRIAL SUPPLIES STATEWIDE	E	B		F	N	4		5,000,000	539,917	539,917	4,460,083	10/8/2018	O	10/7/2021	
4700000037	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	STATEWIDE ON DEMAND MARINE VESSEL RECOVERY	C	B		N	N	3		8,869,500	410,855	410,855	8,458,645	11/20/2018	O	11/19/2023	
4700000038	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	N	6		18,721,000	11,153,833	11,153,833	7,567,167	11/20/2018	O	11/19/2023	
4700000039	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	N	6		18,512,500	1,183,488	1,183,488	17,329,012	11/15/2018	O	11/14/2023	
4700000040	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	STATEWIDE ON DEMAND INFRASTRUCTURE REPAIRS	C	B		N	01	6		20,119,900	7,873,142	7,873,142	12,246,758	11/15/2018	O	11/14/2023	
4700000041	GILMAN CORPORATION PO BOX 68 GILMAN, CT 06336-0068 US	GILMAN BUOYS	E	2	8	F	01	1		150,000	115,127	115,127	34,873	1/1/2019	O	12/31/2023	
4700000042	FINGER LAKES INDUSTRIAL CONTRACTING CORP 3195 E BAYARD STREET EXT SENECA FALLS, NY 13148-9702 US	DIVING SERVICES	S	M	8	N	03	2		150,000	41,368	14,967	108,632	11/13/2018	C		11/12/2019
4700000044	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	RUBBISH REMOVAL	E	B		N	N	3		250,000	15,353	15,353	234,647	4/1/2019	O	3/31/2022	
4700000045	J M POWER AGGREGATES INC 808 PROCTOR AVENUE OGDENSBURG, NY 13669 US	NATURAL CINDERS	E	B	8	N	01	1		750,000	15,145	15,145	734,855	4/8/2019	O	4/7/2022	
4700000046	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000047	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	67,469	67,469	2,932,531	8/1/2019	O	7/31/2024	
4700000048	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	

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4700000049	POPLI ARCHITECTURE + ENGINEERING & LS DPC 555 PENBROOKE DR PENFIELD, NY 14526-2035 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	04	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000050	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	04	20		3,000,000	117,594	117,594	2,882,406	8/1/2019	O	7/31/2024	
4700000051	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	21,454	21,454	2,978,546	8/1/2019	O	7/31/2024	
4700000052	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000053	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000054	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000055	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	ON-CALL ENGINEERING AND CM SERVICES	A	B		N	N	20		3,000,000	0	0	3,000,000	8/1/2019	O	7/31/2024	
4700000056	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE RENTAL EQUIPMENT SERVICES WITH OR WITHOUT OPERATOR	E	B		N	N	4		5,000,000	176,055	176,055	4,823,945	7/30/2019	O	7/30/2024	
4700000057	M G MCLAREN ENGINEERING AND LAND SURVEYING PC 530 CHESTNUT RIDGE RD WOODCLIFF LAKE, NJ 07677-8407 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000058	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000059	COLLINS ENGINEERS P.C. 44 DALLIBA AVE STE 240 WATERVLIET, NY 12189-4017 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
4700000060	BERGMANN ASSOC ARCHITECTS ENGINEERS LANDSCAPE ARCHITECTS&SURVEYORS DPC 280 E BROAD ST - STE 200 ROCHESTER, NY 14604-1740 US	STRUCTURAL INSPECTION SUPPORT SERVICES	P	B		N	N	7		1,200,000	0	0	1,200,000	12/17/2019	O	2/28/2024	
C010281	ENERGETIX CORPORATION 2000 N DREXEL BLVD OKLAHOMA CITY, OK 73107-3130 US	EMPLOYEE DRUG AND ALCOHOL TESTING	S	B	1	N	N	1		133,501	16,436	8,093	117,065	1/1/2015	C		12/31/2019

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C010290	DAVIS VISION INC PO BOX 848376 DALLAS, TX 75284-8376 US	EMPLOYEE VISION CARE SERVICES	S	B		N	N	1		1,453,551	30,442	8,331	1,423,109	3/1/2015	O	2/28/2020	
C010318	N Y S OFFICE OF GENERAL SERVICES OGS - AGENCY 01050 EMPIRE STATE PLZ PO BOX 2166 ALBANY, NY 12220 US	MEDIA SERVICES	P	B		N	N	1		104,387	0	0	104,387	11/14/2014	O	11/13/2020	
C010324	WAGEWORKS INC 29 COUNTRY FAIR FL 2 TALLAHASSEE, FL 32303 US	EMPLOYEE FLEXIBLE SPENDING PROGRAM	S	B		N	N	1		33,498	2,884	995	30,614	8/1/2015	O	4/30/2021	
D214130	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	ROCHESTER: EAST GUARD LOCK REHABILITATION MONORE COUNTY	C	B		N	N	1		6,512,951	41,087	0	6,471,864	1/1/2013	C		11/22/2019
D214233	K C I ENGINEERING OF NEW YORK PC PO BOX 791479 BALTIMORE, MD 21279-1479 US	STEEL REPAIRS AND PAINTING OF TOWERS	C	B		N	N	1		934,000	529,494	116,602	404,506	1/1/2014	C		1/23/2019
D214309	CHA CONSULTING INC PO BOX 5269 ALBANY, NY 12205-0269 US	TRAILWAY PROJECT	C	B		N	N	1		1,620,500	723,532	380,934	896,968	12/1/2014	C		12/31/2019
D214405	SHUMAKER CONSULTING ENGINEERING & L 143 COURT ST BINGHAMTON, NY 13901 US	STORMWATER PROGRAM	C	B		N	03	1		1,000,000	11,068	0	988,932	10/22/2015	O	10/21/2020	
D214440	GREENMAN-PEDERSEN INC 80 WOLF RD STE 300 ALBANY, NY 12205 US	BELOW WATER INSPECTION SERVICES	S	B		N	N	1		2,297,493	2,081,762	943,931	215,731	9/6/2016	C		12/31/2019
D214441	COLLINS ENGINEERS P.C. 44 DALLIBA AVE STE 240 WATERVLIET, NY 12189-4017 US	ABOVE WATER INSPECTION SERVICES	S	B		N	N	1		2,426,238	1,994,700	883,131	431,538	7/25/2016	C		8/13/2019
D214464	ERDMAN ANTHONY AND ASSOCIATES INC 145 CULVER RD STE 200 ROCHESTER, NY 14620-1679 US	REPLACEMENT OF THE LYONS DRY DOCK MITER GATES	C	B		N	N	1		1,494,777	28,223	0	1,466,554	3/10/2016	C		3/29/2019
D214500	T Y LIN INTERNATIONAL ENGINEERING A 255 EAST AVE ROCHESTER, NY 14604 US	DESIGN ENGINEERING SERVICES	S	B	8	N	N	1		3,000,000	781,653	653,864	2,218,347	3/1/2018	O	11/17/2020	
T-15000	MIDWAY INDUSTRIAL SUPPLY INC 51 WURZ AVE UTICA, NY 13503 US	PAINT	E	C		N	N	7		180,433	1,032	0	179,401	6/29/2015	C		11/22/2019

CANALS TOTALS

314,997,503 137,043,622 87,499,310 177,954,585

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Total Number of Contracts	361	
Total Contract Value		\$314,997,503
Total Expended to Date		\$137,043,622
Total Expended in Report Year		\$87,499,310
<u>Status Summary</u>	<u>Count</u>	<u>Contract Value</u>
Open Contracts	205	\$244,532,630
Closed Contracts	156	\$70,464,873
<u>Method of Award Summary</u>		
Competitive Bid	252	\$297,301,959
Sole Source	18	\$784,922
Single Source	18	\$1,860,986
Competitive Search	57	\$14,432,307
MWBE/SBE	16	\$617,329
<u>Commitment Type Summary</u>		
Architectural and Engineering Services	12	\$32,490,967
Construction	35	\$189,239,349
Equipment / Goods / Commodities	173	\$27,015,052
IT Hardware	6	\$523,059
IT Software	6	\$213,720
Legal Services	0	\$0
Maintenance and Outage Services	0	\$0
Personal Services	40	\$45,114,665
IT Consulting and Development	0	\$0
Other Non-Personal Services	89	\$20,400,691
Telecommunications	0	\$0
Contingent Workforce	0	\$0

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
10th Floor
Albany, New York 12207-3425

AGREEMENT FOR THE SALE OF
PRESERVATION POWER AND ENERGY

SERVICE TARIFF NO. 20

Confluent Energies, Inc.

The POWER AUTHORITY OF THE STATE OF NEW YORK (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law (“PAL”), having its office and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425, hereby enters into this Agreement for Sale of Preservation Power and Energy (“Agreement”) with Confluent Energies, Inc. (“Customer”) having offices at County Road 42 & Dennison Road, Massena, New York 13662. The Authority and the Customer are from time to time referred to in this Agreement as “Party” or collectively as “Parties” and agree as follows:

RECITALS

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the St. Lawrence-FDR Power Project known as Preservation Power (or “PP”), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Customer applied for an allocation of PP or an extension of an existing PP allocation for use at its facilities defined in this Agreement as the “Facility”;

WHEREAS, the Customer has offered to make specific commitments relating to, among other things, the creation and retention of jobs, capital investments, power usage and energy efficiency measures at the Facility, in exchange for an allocation of PP;

WHEREAS, the Authority’s Board of Trustees approved an allocation of PP to the Customer;

WHEREAS, the Authority’s provision of Electric Service under this Agreement is an unbundled service separate from (i) the transmission of the allocation, and (ii) the delivery of the Allocation;

WHEREAS, the Parties have reached an agreement on the terms and conditions applicable for the sale of the Allocation for a term as provided in this Agreement;

WHEREAS, electric service hereunder shall be subject to the rates and other terms and conditions contained in the Service Tariff as further provided in this Agreement; and

WHEREAS, the Authority has complied with requirements of PAL § 1009, and has been authorized to execute the Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I **DEFINITIONS**

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined in schedules or appendices to this

Agreement shall have the meanings set forth in such schedules or appendices. All other capitalized terms and abbreviations used in this Agreement but not defined in this Section or other provisions of this Agreement or its schedules or appendices shall have the same meaning as set forth in the Service Tariff.

“Adverse Water Condition” means any event or condition, including without limitation a hydrologic or hydraulic condition, that relates to the flow, level, or usage of water at or in the vicinity of the Project and/or its related facilities and structures, and which prevents, threatens to prevent, or causes the Authority to take responsive action that has the effect of preventing, the Project from producing a sufficient amount of energy to supply the full power and energy requirements of firm power and firm energy customers who are served by the Project.

“Agreement” means this Agreement, and unless otherwise indicated herein, includes all schedules, appendices and addenda thereto, as the same may be amended from time to time.

“Allocation” refers to the allocation(s) of PP awarded to the Customer as specified in Schedule A.

“Alternative REC Compliance Program” has the meaning provided in Schedule E.

“Annual Capital Investment Commitment” has the meaning set forth in Schedule B.

“Annual CI Expenditures” has the meaning set forth in Schedule B.

“Base Employment Level” has the meaning set forth in Schedule B.

“Contract Demand” is as defined in applicable Service Tariff.

“Effective Date” means the date that this Agreement is fully executed by the Parties.

“Electric Service” is the Firm Power and Firm Energy associated with the Allocation and sold by the Authority to the Customer in accordance with this Agreement, the Service Tariff and the Rules.

“Energy Services” has the meaning set forth in Article V of this Agreement.

“Expansion Project” has the meaning set forth in Section IV.3.a of this Agreement.

“Expansion Project Capital Investment Commitment” has the meaning set forth in Schedule B.

“Facility” means the Customer’s facilities as described in Schedule A to this Agreement.

“Firm Power” is as defined in the Service Tariff.

“Firm Energy” is as defined in the Service Tariff.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“FERC License” means the first new license issued by FERC to the Authority for the continued operation and maintenance of the Project, pursuant to Section 15 of the Federal Power Act, which became effective September 1, 2007 after expiration of the Project’s original license which became effective in 1957.

“Hydropower Curtailment” means a temporary reduction in Firm Energy to which the Customer is entitled to receive under this Agreement made by the Authority in response to an Adverse Water Condition.

“International Joint Commission” or “IJC” refers to the entity with responsibility to prevent and resolve disputes between the United States of America and Canada under the *1909 Boundary Waters Treaty* and pursues the common good of both countries as an independent and objective advisor to the two governments. The IJC rules upon applications for approval of projects affecting boundary or transboundary waters and may regulate the operation of these projects.

“Load Reduction” has the meaning set forth in Section IX.6 of this Agreement.

“Load Serving Entity” (or “LSE”) means an entity designated by a retail electricity customer (including the Customer) to provide capacity, energy and ancillary services to serve such customer, in compliance with NYISO Tariffs, rules, manuals and procedures.

“Metering Arrangement” has the meaning set forth in Section II.8 of this Agreement.

“NYEM” means the New York Energy Manager, an energy management center owned and operated by the Authority.

“NYEM Agreement” means a written agreement between the Authority and the Customer providing for the Facility’s enrollment and Customer’s participation in NYEM.

“NYEM Participation” has the meaning specified in Schedule B of this Agreement.

“NYISO” means the New York Independent System Operator or any successor organization.

“NYISO Charges” has the meaning set forth in Section VII.3 of this Agreement.

“NYISO Tariffs” means the NYISO’s Open Access Transmission Tariff or the NYISO’s Market Administration and Control Area Services Tariff, as applicable, as such tariffs are modified from time to time, or any successor to such tariffs.

“Physical Energy Audit” or “Audit” means a physical evaluation of the Facility in a manner approved by the Authority that includes at a minimum the following elements: (a) an assessment of the Facility’s energy use, cost and efficiency which produces an energy utilization index for the Facility (such as an Energy Use Intensity or Energy Performance Indicator); (b) a comparison of the Facility’s index to indices for similar buildings/facilities; (c) an analysis of low-cost/no-cost

measures for improving energy efficiency; (d) a listing of potential capital improvements for improving energy consumption; and (e) an initial assessment of potential costs and savings from such measures and improvements.

“Preservation Power” (or “PP”) consists of 490 megawatts (“MW”) of firm hydroelectric power and associated energy produced by the Authority’s St. Lawrence-FDR Power Project.

“Prior Agreement” has the meaning set forth in the recitals to this Agreement.

“Project” means the Authority’s St. Lawrence-FDR Power Project, FERC Project No. 2000.

“Reporting Year” means the yearly interval that the Authority uses for reporting, compliance and other purposes as specified in this Agreement. The Reporting Year for this Agreement is from January 1 through December 31, subject to change by the Authority without notice.

“Rolling Average” has the meaning set forth in Schedule B.

“Rules” are the applicable provisions of Authority’s rules and regulations (Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York), as may be modified from time to time by the Authority.

“Service Information” has the meaning set forth in Section II.12 of this Agreement.

“Service Tariff” means the Authority’s Service Tariff No. 20, as may be modified from time to time by the Authority, which contains, among other things, the rate schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement.

“Schedule A” refers to the Schedule A entitled “Preservation Power Allocations” which is attached to and made part of this Agreement.

“Schedule B” refers to the Schedule B entitled “Supplemental Preservation Power Commitments” which is attached to and made part of this Agreement, including any appendices attached thereto.

“Schedule C” refers to the Schedule C entitled “Takedown Schedule” which is attached to and made part of this Agreement.

“Schedule D” refers to the Schedule D entitled “Zero Emission Credit Charge” which is attached to and made part of this Agreement.

“Schedule E” refers to the Schedule E entitled “Monthly Renewable Energy Credit Charge” which is attached to and made part of this Agreement.

“Substitute Energy” means energy that is provided to the Customer by or through the Authority for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Hydropower Curtailment.

“Takedown” means the portion of the Allocation that Customer requests to be scheduled for a specific period as provided for in Schedule C, if applicable.

“Taxes” is as defined in the Service Tariff.

“Unforced Capacity” (or “UCAP”) means the electric capacity required to be provided by LSEs to serve electric load as defined by the NYISO Tariffs, rules, manuals and procedures.

“Utility Tariff” means the retail tariff(s) of the Customer’s local electric utility filed and approved by the PSC that is applicable to the delivery of PP.

ARTICLE II **ELECTRIC SERVICE**

1. The Authority will make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, the Service Tariff and the Rules. The Customer is not be entitled to receive Electric Service under this Agreement for any PP allocation unless such PP allocation is identified in Schedule A.
2. The Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation specified in Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.
3. The Authority shall provide UCAP in amounts necessary to meet the Customer’s NYISO UCAP requirements associated with the Allocation in accordance with the NYISO Tariffs. The Customer shall be responsible to pay the Authority for such UCAP in accordance with the Service Tariff.
4. The provision of Electric Service associated with the Allocation is an unbundled service separate from the transmission and the delivery of the Allocation. The Customer acknowledges and agrees that Customer’s local electric utility, not the Authority, is responsible for the delivery of the Allocation to the Facility in accordance with applicable Utility Tariff(s).
5. The Contract Demand for the Customer’s Allocation may be modified by the Authority if the amount of Firm Power and Firm Energy available for sale as PP from the Project is modified as required to comply with any ruling, order, or decision of any regulatory or judicial body having jurisdiction, including but not limited to FERC. Any such modification will be made on a pro rata basis to all PP customers receiving Electric Service under the Service Tariff, as applicable, based on the terms of such ruling, order, or decision.
6. The Contract Demand may not exceed the Allocation.
7. The Customer’s Facility must be metered by the Customer’s local electric utility in a manner that is satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, “Metering Arrangement”). A Metering

Arrangement that is not satisfactory to the Authority shall be grounds, after notice to the Customer, for the Authority to modify, withhold, suspend, or terminate Electric Service to the Customer. If a Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination that it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. The Authority may, in its discretion, waive any of the requirements provided for in this Section in whole or in part where in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all fees, assessments and charges that become due in accordance with this Agreement, the Service Tariff, and the Rules.

8. The Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that such parties determine is necessary to provide for the allocation, sale and delivery of the Allocation to the Customer at the Facility, the proper and efficient implementation of the PP program, billing related to Electric Service, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents that the Authority determines are necessary to effectuate such exchanges of information.
9. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement between the Authority and the Customer's local electric utility providing for the delivery of the Allocation on terms and conditions that are acceptable to the Authority.
10. The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, execute consents, and provide information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, the delivery of the Allocation, billing related to Electric Service, the effective administration of the PP program, and/or the performance of contracts or other arrangements between the Authority and the Customer's local electric utility. The Customer's failure to provide Service Information on a timely basis shall be grounds for the Authority in its discretion to modify, withhold, suspend, or terminate Electric Service to the Customer.

ARTICLE III

RATES, TERMS AND CONDITIONS

1. Electric Service shall be sold to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, the Service Tariff and the Rules.

2. The Service Tariff and the Rules may be amended from time to time by the Authority and, if revised, the revised provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed change in the Service Tariff or the Rules. No amendment to the Service Tariff or the Rules shall affect the determination of rates for PP to the Customer during the term of the Agreement except insofar as otherwise authorized by this Agreement. This provision shall not limit the Authority's discretion to determine rates applicable to allocations of power and energy awarded to the Customer beyond or in addition to the Allocation.
3. Notwithstanding any provision of this Agreement to the contrary, the power and energy rates for Electric Service shall be subject to increase by Authority at any time upon 30 days prior written notice to Customer if, after consideration by Authority of its legal obligations, the marketability of the output or use of the Project and Authority's competitive position with respect to other suppliers, Authority determines in its discretion that increases in rates obtainable from any other Authority customers will not provide revenues, together with other available Authority funds not needed for operation and maintenance expenses, capital expenses, and reserves, sufficient to meet all requirements specified in Authority's bond and note resolutions and covenants with the holders of its financial obligations. Authority shall use its best efforts to inform Customer at the earliest practicable date of its intent to increase the power and energy rates pursuant to this provision. With respect to any such increase, Authority shall forward to Customer with the notice of increase, an explanation of all reasons for the increase, and shall also identify the sources from which Authority will obtain the total of increased revenues and the bases upon which Authority will allocate the increased revenue requirements among its customers. Any such increase in rates shall remain in effect only so long as Authority determines such increase is necessary to provide revenues for the purposes stated in the preceding sentences.
4. In addition to all other fees, assessments and charges provided for in the Agreement, the Service Tariff and the Rules, the Customer shall be responsible for payment of the Zero Emission Credit Charge and Monthly Renewable Energy Credit Charge provided for in Schedule D and Schedule E, respectively, of this Agreement.

ARTICLE IV

SUPPLEMENTAL COMMITMENTS

1. Supplemental Commitments. Schedule B sets forth the Customer's "Supplemental Preservation Power Commitments" ("Supplemental Commitments"). The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's timely compliance with the Supplemental Commitments described in Schedule B as further provided in this Agreement. The Customer's Supplemental Commitments are in addition to all other commitments and obligations provided in this Agreement.
2. Special Provisions Relating to a New or Expanded Facility.
 - a. Proposed New or Expanded Facility; Failure to Complete.

If Schedule B provides for the construction of a new facility or an expansion of an existing facility (collectively, “Expansion Project”), and the Customer fails to complete the Expansion Project by the date specified in Schedule B, the Authority may, in its discretion, (a) cancel the Allocation, or (b) if it believes that the Expansion Project will be completed in a reasonable time, agree with the Customer to extend the time for completion of the Expansion Project.

b. Proposed New or Expanded Facility; Partial Performance.

If the Expansion Project results in a completed Facility that is only partially operational, or is materially different than the Expansion Project agreed to in Schedule B (as measured by such factors as size, capital investment expenditures, capital improvements, employment levels, estimated energy demand and/or other criteria determined by the Authority to be relevant), the Authority may, in its discretion, on its own initiative or at the Customer’s request, make a permanent reduction to the Allocation and Contract Demand to an amount that the Authority determines to fairly correspond to the completed Facility.

c. Notice of Completion; Commencement of Electric Service.

- (i) The Customer shall give the Authority not less than ninety (90) days' advance written notice of the anticipated date of completion of an Expansion Project. The Authority will inspect the Expansion Project for the purpose of verifying the status of the Expansion Project and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time subject to the other provisions of this Agreement based on applicable operating procedures of the Authority, Customer’s local electric utility and NYISO.
- (ii) In the event of an Expansion Project being completed in multiple phases, at the Customer’s request the Authority may, in its discretion, allow commencement of part of the Allocation upon completion of any such phase, provided the Authority will similarly inspect the Expansion Project for the purpose of verifying the status of the completed phase of the Expansion Project. Upon such verification by the Authority of any such completed phase, the Authority, in its discretion, will determine an amount of kW that fairly corresponds to the completed phase of the Expansion Project, taking into account relevant criteria such as any capital expenditures, increased employment levels, and/or increased electrical demand associated with the completed phase of the Expansion Project.

d. Other Rights and Remedies Unaffected.

Nothing in this Article is intended to limit the Authority’s rights and remedies provided for in the other provisions of this Agreement, including without limitation the provisions in Schedule B of this Agreement.

ARTICLE V
ENERGY-RELATED PROJECTS, PROGRAMS AND SERVICES

The Authority shall periodically communicate with the Customer for the purpose of informing the Customer about energy-related projects, programs and services (“Energy Services”) offered by the Authority that in the Authority’s view could provide value to the Customer and/or support the State’s Clean Energy Standard. The Customer shall review and respond to all such offers in good faith, provided, however, that, except as otherwise provided for in this Agreement, participation in any such Energy Services shall be at the Customer’s option, and subject to such terms and conditions agreed to by the Parties in one or more definitive agreements.

ARTICLE VI
SERVICE TARIFF; CONFLICTS

1. A copy of the Service Tariff is attached to this Agreement as Exhibit 1 and shall apply under this Agreement with the same force and effect as if fully set forth herein. The Customer consents to the application of the Service Tariff.
2. In the event of any inconsistencies, conflicts, or differences between the provisions of the Service Tariff and the Rules, the provisions of the Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariff or the Rules, the provisions of this Agreement shall govern.

ARTICLE VII
TRANSMISSION AND DELIVERY

1. The Customer shall be responsible for:
 - a. complying with all requirements of its local electric utility (including any other interconnecting utilities) that are necessary to enable the Customer to receive delivery service for the Allocation. Delivery of the Allocation shall be subject to the Utility Tariff;
 - b. paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff, and if the Authority incurs any charges associated with such delivery service, reimbursing the Authority for all such charges; and
 - c. obtaining any consents and agreements from any other person that are necessary for the delivery of the Allocation to the Facility, and complying with the requirements of any such person, provided that any such consents, agreements and requirements shall be subject to the Authority’s approval.
2. The Customer understands and acknowledges that delivery of the Allocation will be made over transmission facilities under the control of the NYISO. The Authority will act as the LSE with respect to the NYISO, or arrange for another entity to do so on the Authority’s behalf. The Customer agrees and understands that it shall be responsible to the Authority for all costs incurred by the Authority with respect to the Allocation for the services established in the NYISO Tariff, or other applicable tariff (“NYISO Charges”), as set forth in the Service Tariff

or any successor service tariff, regardless of whether such NYISO Charges are transmission-related.

ARTICLE VIII

BILLING AND BILLING METHODOLOGY

1. The billing methodology for the Allocation shall be determined on a “load factor sharing” basis in a manner consistent with the Utility Tariff and any agreement between the Authority and the Customer’s local electric utility. An alternative basis for billing may be used provided the Parties agree in writing and the local electric utility provides its consent if such consent is deemed necessary.
2. Except as otherwise provided in this Agreement, all other provisions with respect to billing are set forth in the Service Tariff and the Rules.
3. The rights and remedies provided to the Authority in this Article are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE IX

HYDROPOWER CURTAILMENTS AND SUBSTITUTE ENERGY

1. In the event of an Adverse Water Condition, the Authority will have the right in its discretion to implement Hydropower Curtailments. The Authority will implement Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.
2. In the event of a Hydropower Curtailment, the Authority will provide Substitute Energy to the Customer and the Customer shall pay for such Substitute Energy. Unless otherwise agreed upon by the Parties in writing, Substitute Energy shall be sourced from markets administered by the NYISO.
3. For each kilowatt-hour of Substitute Energy provided by the Authority during a Hydropower Curtailment, the Customer shall pay the Authority directly during the billing month: (1) the difference between the market cost of the Substitute Energy and the charge for firm energy as provided for in this Agreement; and (2) any NYISO charges and taxes the Authority incurs in connection with the provision of such Substitute Energy. Unless otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Hydropower Curtailments shall be governed by the provisions of the Service Tariff relating to the rendition and payment of bills for Electric Service.
4. The Authority shall be under no obligation to deliver, and will not deliver, any such curtailed energy to the Customer in later billing periods.
5. The Authority may require the Customer to enter into a separate agreement relating to the provision and sale of Substitute Energy. The provisions of this Agreement will remain in effect notwithstanding the existence of any such separate agreement.

ARTICLE X
EFFECTIVENESS, TERM AND TERMINATION

1. This Agreement shall become effective and legally binding on the Parties on the Effective Date.
2. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (a) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (b) termination by the Authority pursuant to this Agreement, the Service Tariff, or the Rules; or (c) expiration of the Allocation by its own term as specified in Schedule A.
3. The Customer may exercise a partial termination of the Allocation upon at least sixty (60) days' prior written notice to the Authority. The Authority will effectuate the partial termination as soon as practicable after receipt of such notice taking account of the Authority's internal procedures and requirements of the Customer's local electric utility.
4. The Authority may cancel service under this Agreement or modify the quantities of Firm Power and Firm Energy associated with the Allocation: (1) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC or its successor agency); or (2) as otherwise provided in this Agreement, the Service Tariff, or the Rules.

ARTICLE XI
EXTENSIONS OF ALLOCATION; AWARD OF ADDITIONAL ALLOCATIONS

1. The Customer may apply to the Authority for an extension of the term of the Allocation identified in Schedule A:
 - a. during the thirty-six (36) month period immediately preceding the scheduled expiration of the Allocation;
 - b. pursuant to any other process that the Authority establishes; or
 - c. with the Authority's written consent.
2. Upon proper application by the Customer, the Authority may in accordance with applicable law and Authority procedures award additional allocations of PP at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional allocation, the Authority will (a) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (b) produce a modified Appendix to Schedule B, as the Authority determines to be appropriate. The Authority will furnish the Customer with any such modified Schedule A, supplemental schedule, and/or a modified Appendix to Schedule B, within a reasonable time after commencement of Electric Service for any such additional allocation.
3. In addition to any requirements imposed by law, the Customer hereby agrees to furnish such

documentation and other information as the Authority requests to enable the Authority to evaluate any requests for extension of the Allocation or additional allocations and consider the terms and conditions that should be applicable of any extension or additional allocations.

ARTICLE XII

NOTICES

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To: The Authority

New York Power Authority
123 Main Street
White Plains, New York 10601
Email:
Facsimile: _____
Attention: Manager – Business Power Allocations and Compliance

To: The Customer

Confluent Energies, Inc.
County Road 42 & Dennison Road
Massena, New York 13662
Email:
Facsimile:
Attention:

2. The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XII.1.
3. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (e) on the date of transmission if sent by electronic communication to the appropriate address as set forth above, with confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XIII

SUCCESSORS AND ASSIGNS; RESALE OF HYDROPOWER

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall

be made or become effective without the prior written consent of the other Party, which consent shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing sentence, the Authority may require such approvals, and such consents and other agreements from the Customer and other parties, that the Authority determines are necessary in order to effectuate any such assignment.

2. The Customer may not transfer any portion of the Allocation to any other person, or a location different than the Facility, unless: (a) the Authority in its discretion authorizes the transfer Authority; (b) all other requirements applicable to a transfer, including board approvals, are satisfied; and (c) the transfer is effectuated in a form and subject to such terms and conditions approved by the Authority. Any purported transfer that does not comply with the foregoing requirements shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.
3. The Customer may not sell any portion of the Allocation to any other person, allow any other person to use any portion of the Allocation, or allow any other person to interconnect to the Facility. Any purported sale shall be invalid and any violation of this provision shall constitute grounds for the Authority in its discretion to suspend Electric Service, or terminate the Allocation and/or this Agreement.

ARTICLE XIV **MISCELLANEOUS**

1. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the FERC License and the Niagara Redevelopment Act (16 USC §§836, 836a) and rulings by the IJC and without regard to conflicts of law provisions.

2. Venue

The Parties: (a) consent to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement; (b) agree to accept service of process; and (c) will not raise any argument of inconvenient forum.

3. Previous Agreements; Modifications; and Interpretation

- a. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation and the subject matter of the Agreement, and supersedes all previous communications and agreements between the Parties, oral or written, with reference to the sale of the Allocation.
- b. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.

- c. No provision shall be construed against a Party on the basis that such Party drafted such provision.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC or a court of competent jurisdiction, such order shall not be deemed to invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

ARTICLE XV
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement as a PDF or similar file type transmitted via electronic mail, cloud based server, e-signature technology or similar electronic means shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CONFLUENT ENERGIES, INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A
PRESERVATION POWER ALLOCATIONS

Customer: Confluent Energies, Inc.				
Type of Allocation	Allocation Amount (kW)	Facility and Address	Trustee Approval Date	Allocation Expiration Date
Preservation Power	16,000 kW	County Road 42 & Dennison Road Massena, New York 13662	September 25, 2019	Ten (10) years from the date of commencement of Electric Service

SCHEDULE B
SUPPLEMENTAL PRESERVATION POWER COMMITMENTS

ARTICLE I
SPECIFIC SUPPLEMENTAL COMMITMENTS

1. Employment Commitments

- a. The Customer shall create and maintain the employment level set forth in the Appendix to this Schedule B (the “Base Employment Level”). Such Base Employment Level shall be the total number of full-time positions held by: (a) individuals who are employed by the Customer at Customer’s Facility identified in the Appendix to this Schedule, and (b) individuals who are contractors or who are employed by contractors of the Customer and assigned to the Facility identified in such Appendix (collectively, “Base Level Employees”). The number of Base Level Employees shall not include individuals employed on a part-time basis (less than 35 hours per week); provided, however, that two individuals each working 20 hours per week or more at such Facility shall be counted as one Base Level Employee.
- b. The Base Employment Level shall not be created or maintained by transfers of employees from previously held positions with the Customer or its affiliates within the State of New York, except that the Base Employment Level may be filled by employees of the Customer laid off from other Customer facilities for *bona fide* economic or management reasons.
- c. The Authority may consider a request to change the Base Employment Level based on a claim of increased productivity, increased efficiency or adoption of new technologies or for other appropriate reasons as determined by the Authority. Any such change shall be within Authority’s discretion.

2. Capital Investment Commitments

The Customer shall make the capital investments specified in the Appendix to this Schedule B.

3. Power Utilization

For each month the Authority provides Electric Service to the Customer, the Customer shall utilize the entire Allocation, as represented by the Billing Demand (as such term is described in the Service Tariff), provided, however, that if only part of the Allocation is being utilized in accordance with Schedule C, the Customer shall utilize such partial amount of the Allocation.

4. Energy Efficiency and Conservation Program

- a. The Customer shall implement an energy efficiency and conservation program at the Facility through either (a) enrollment of the Facility and participation in NYEM in accordance with a NYEM Agreement, or (b) one or more Physical Energy Audits of the Facility, or (c) a combination of such measures, in accordance with the provisions of this Article.
- b. The Authority shall transmit to the Customer a NYEM Agreement and an election form. The Customer shall elect to either (a) enroll the Facility and participate in NYEM for a three-year term ("NYEM Participation") in accordance with the NYEM Agreement, or (b) perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority's communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit within three (3) years of the Effective Date of this Agreement, at its own expense.
- c. The Authority shall, on or before the expiration of the three-year term of the NYEM Agreement, transmit to the Customer a NYEM Agreement specifying the terms and conditions that would apply to NYEM participation for a second term, and an election form. The Customer shall elect either (a) NYEM Participation for a second term, or (b) to perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority's communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit during the calendar year that begins six years after of the Effective Date of this Agreement, at its own expense.
- d. The Authority may in its discretion waive the requirement for a Physical Energy Audit, or may agree to a limited energy audit of the Facility, where it determines that the Physical Energy Audit is unnecessary based on the age of the Facility, energy efficiency and conservation improvements made at the Facility, the length of the Allocation, or other considerations the Authority determines to be relevant.

ARTICLE II
RECORDKEEPING, REPORTING AND FACILITY ACCESS

1. Employment

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority, of the total number of Base Level Employees who are employed at or assigned to the Customer's Facility identified in the Appendix to this Schedule, as reported to the United States Department of Labor (or as reported in such other record as agreed upon by the Authority and the Customer). Such report shall separately identify the individuals who are employed by the Customer, and the individuals who are contractors or who are employed by contractors of the Customer, and shall be certified to be correct by an officer of the Customer, plant manager or such other person authorized by the Customer to prepare and file such report and shall be provided to the Authority on or before the last day of February following the end of the most recent calendar year. The Authority shall have the right to examine and audit on reasonable advance written notice all non-confidential written and electronic records and data concerning employment levels including, but not limited to, personnel records and summaries held by the Customer and its affiliates relating to employment in New York State.

2. Capital Investments

The Customer shall comply with the recordkeeping, recording and reporting requirements specified in the Appendix to this Schedule B.

3. Power Usage

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority on or before the last day of February following the end of the most recent calendar year, of the maximum demand utilized each month in the Facility receiving the power covered by the Agreement.

4. Energy Efficiency and Conservation Program

Upon the Authority's request, the Customer shall provide the Authority with (a) a copy of the results of any Physical Energy Audit performed at the Facility (or, at the Authority's option, a report describing the results), performed pursuant to this Article; and (b) a description of any energy efficiency or conservation measures that the Customer has implemented at the Facility in response to any Physical Energy Audit or as a result of NYEM Participation.

5. Facility Access

Notwithstanding any other provision of the Agreement, the Customer shall provide the Authority with such access to the Facility, and such documentation, as the

Authority deems necessary to determine the Customer's compliance with the Customer's Supplemental Commitments specified in this Schedule B.

ARTICLE III
COMPLIANCE ACTION BY THE AUTHORITY

1. Employment

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in the Appendix to this Schedule B for the subject calendar year, the Authority may reduce the Contract Demand in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount of reduction will be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average monthly employment during the subject calendar year divided by the Base Employment Level. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, the Agreement shall automatically terminate.

2. Capital Investment Commitment

The Authority may reduce the Contract Demand as provided in the Appendix to this Schedule B if the Customer does not comply with the Capital Investment Commitment.

3. Power Utilization Level

If the average of the Customer's six (6) highest Billing Demands (as such term is described in the Service Tariff) for Preservation Power is less than 90% of the Customer's Contract Demand in such calendar year the Authority may reduce the Contract Demand subject to in accordance with the procedures provide in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average of the six (6) highest Billing Demands for in such calendar year divided by the Contract Demand. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

4. Additional Compliance Action

In addition to the Authority's other rights and remedies provided in this Agreement, the Service Tariff and the Rules, the Authority may suspend Electric Service to the Customer if the Customer does not comply with any of the requirements in Section I.4 or Article II of this Schedule B.

5. Notice of Intent to Reduce Contract Demand

In the event that the Authority determines that the Contract Demand will be wholly or partially reduced pursuant to Sections III.1, III.2, or III.3 of this Schedule B, the Authority shall provide the Customer with at least thirty (30) days prior written notice of the proposed reduction, specifying the amount and reason for the reduction. Before implementing any reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance, Facility upgrade periods, and the business cycle. If, at the end of the thirty (30) day notice period, the Authority determines that a reduction is warranted, it shall provide the Customer with notice of such determination and provide the Customer with sixty (60) days to present a proposed plan with actionable milestones to cure the deficiency. The Authority shall respond to the Customer concerning the acceptability of any proposed plan that is provided in accordance with this Section III.5 within thirty (30) days of the Authority's receipt of such proposed plan. It shall be within the Authority's discretion whether or not to accept the Customer's proposed plan, require a different plan, or implement the reduction of the Contract Demand.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 240 full-time, permanent employees (“Base Employment Level”) at the Customer’s Facility within three (3) years of commencement of Electric Service. The Base Employment Level shall be maintained thereafter for the term of the Allocation through the Allocation Expiration Date specified in Schedule A in accordance with Article I of Schedule B.

CAPITAL INVESTMENT COMMITMENTS

1. **Annual Capital Investment Commitment** (if applicable, as specified below)
 - a. Each Reporting Year, the rolling average of the annual capital investments made by the Customer at the Facility (“Rolling Average”) shall total not less than \$ N/A (the “Annual Capital Investment Commitment”). For purposes of this provision, “Rolling Average” means the three-year average comprised of (1) the total amount of capital investments (“Annual CI Expenditures”) made by the Customer at the Facility during the current Reporting Year, and (2) the Annual CI Expenditures made by the Customer at the Facility during the two prior Reporting Years.
 - b. Each year, the Customer shall record its Annual CI Expenditures for purposes of enabling the Authority to determine and verify the Rolling Average, which shall be provided to the Authority in a form specified by the Authority on or before the last day of February following the end of the most recent calendar year.
 - c. If the Customer’s Rolling Average as determined by the Authority is less than 90% of its Annual Capital Investment Commitment for the Reporting Year, the Contract Demand may be reduced by the Authority in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the Rolling Average divided by the Annual Capital Investment Commitment. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.
2. **Expansion Project–Capital Investment Commitment** (if applicable, as specified below)
 - a. The Customer shall make a minimum capital investment of \$110,000,000 to construct, furnish and/or expand the Facility (“Expansion Project Capital Investment Commitment”). The Expansion Project Capital Investment Commitment is expected to consist of the following approximate expenditures on the items indicated:

\$27,500,000 – Phase I Construct 10 acre greenhouse, Machinery,
Equipment, Lighting, Cooling, and Circulating Pumps
\$27,500,000 – Phase II Construct 10 acre greenhouse, Machinery,
Equipment, Lighting, Cooling, and Circulating Pumps
\$27,500,000 – Phase III Construct 10 acre greenhouse, Machinery,
Equipment, Lighting, Cooling, and Circulating Pumps
\$27,500,000 – Phase IV Construct 10 acre greenhouse, Machinery,
Equipment, Lighting, Cooling, and Circulating Pumps

\$110,000,000 – Minimum Expansion Project Capital Investment
Commitment

- b. The Expansion Project Capital Investment Commitment shall be made, and the Facility shall be completed and fully operational, no later than September 25, 2022 (*i.e.*, within three (3) years of the date of the Authority's award of the Allocation). Upon request of the Customer, such date may be extended in the discretion of the Authority.

SCHEDULE C
TAKEDOWN SCHEDULE

SCHEDULE D
ZERO EMISSION CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. 20, or in the Rules.

“Affected LSEs” has the meaning provided in Section II.2 of this Schedule D.

“CES Order” means the Order issued by the PSC entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“PP Program ZEC Costs” has the meaning provided in Section II.4.b of this Schedule D.

“Government Action” has the meaning provided in Section II.8 of this Schedule D.

“Load Serving Entity” or “LSE” has the meaning provided in the CES Order.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the PP power program as authorized in the Power Authority Act.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“Zero Emission Credit” or “ZEC” has the meaning provided in the CES Order.

“Zero Emission Credit Charge” or “ZEC Charge” means the charge to the Customer established in this Schedule D.

“ZEC Purchase Obligation” has the meaning provided in Section II.2 of this Schedule D.

“ZEC Program Year” has the meaning provided in Section II.2 of this Schedule D.

II. ZEC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of the Service Tariff or the Rules, the Customer shall be subject to a ZEC Charge as provided in this Schedule D. The ZEC Charge shall be in addition to all other charges, fees and assessments provided for in the Agreement, the Service Tariff and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the ZEC Charge.
2. As provided in the CES Order, the Public Service Commission, as part of the CES and Tier 3 of the Renewable Energy Standard, imposed an obligation on Load Serving Entities that are subject to the CES Order (“Affected LSEs”) to purchase Zero Emission Credits from NYSERDA in an amount representing the Affected LSE’s proportional share of ZECs calculated on the basis of the amount of electric load the LSE serves in relation to the total electric load served by all Load Serving Entities in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes in the State (the “ZEC Purchase Obligation”). The ZEC Purchase Obligation is implemented on the basis of program years running from April 1 through March 31 of each year (“ZEC Program Year”).
3. The ZEC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of supporting the CES and Tier 3 of the RES and implementing the PP power program in a manner that is consistent with the New York State Energy Plan. The Authority will comply with the CES and Tier 3 of the RES by applying a form of ZEC Purchase Obligation to the end-user load for which the Authority serves as a load serving entity, including the load that the Authority serves under the PP power program.
4. The ZEC Charge, which is intended to recover from the Customer costs that the Authority incurs for purchasing ZECs in quantities that are attributable to the Customer’s PP load served under this Agreement, will be determined and assessed to the Customer as follows:
 - a. The cost of the total ZEC Purchase Obligation for all LSEs in the New York Control Area, including the Authority as a participating load serving entity, will be assessed pursuant to the methodology provided in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA based on the proportion of the forecasted total kilowatt-hours load served by the Authority (i.e., total Authority LSE load) in relation to the forecasted total kilowatt-hours load served by all LSEs in the New York Control Area as

provided in the CES Order. The ZEC Purchase Obligations may be based on initial load forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

- b. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as load serving entity, including the PP load that it serves (the “PP Program ZEC Costs”). Such allocation will be based on the forecasted kilowatt-hours load of the PP program to be served by the Authority in relation to the forecasted total kilowatt-hours load served by the Authority (total Authority LSE load) for each ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of ZEC Purchase Obligations will be allocated to the PP power program based on the proportion of the actual annual kilowatt-hours load served under such programs to total actual annual kilowatt-hours load served by the Authority (total Authority LSE load).
 - c. The Authority will allocate a portion of the PP Program ZEC Costs to the Customer as the ZEC Charge based on the proportion of the Customer’s actual kilowatt-hours load for the PP purchased by the Customer to total kilowatt-hours load served by the Authority under the PP power program (i.e., PP Program level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation referenced above will be passed through to the Customer based on the proportion of the Customer’s annual kilowatt-hours load purchased under this Agreement to total annual kilowatt-hours load served under the PP power program by the Authority (PP Program level load). The ZEC Charge assessed to the Customer shall not include any costs resulting from the Authority’s inability to collect a ZEC Charge from any other Authority customer.
5. The Authority may, in its discretion, include the ZEC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the ZEC Charge pursuant to another Authority-established procedure.
6. The Authority may, in its discretion, modify the methodology used for determining the ZEC Charge and the procedures used to implement such ZEC Charge on a nondiscriminatory basis among affected PP customers, upon consideration of such matters as Public Service Commission orders modifying or implementing the CES Order, guidance issued by the New York Department of Public Service, and other information that the Authority reasonably determines to be appropriate to the determination of such methodology. The Authority shall provide Customer with reasonable notice of any modifications to the methodology or procedures used to determine and implement the ZEC Charge.
7. Nothing in this Schedule shall limit or otherwise affect the Authority’s right to charge or collect from the Customer any rate, charge, fee, assessment, or tax

provided for under any other provision of the Agreement, or any provision of the Service Tariff, or the Rules.

8. If the ZEC Purchase Obligation is modified or terminated by the Public Service Commission or other controlling governmental authority (collectively, "Government Action"), the Authority shall modify or terminate the ZEC Charge, and assess any additional charges or provide any credits to the Customer, to the extent that the Authority determines such actions to be appropriate based on such Government Action.

SCHEDULE E
MONTHLY RENEWABLE ENERGY CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in the Service Tariff No. 20, or in the Rules.

“Alternative REC Compliance Program” has the meaning provided in Section III.1 of this Schedule E.

“Annual REC Percentage Target” has the meaning provided in Section II.2 of this Schedule E.

“CES Order” means the Order issued by the Public Service Commission entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State in the CES Order.

“Load Serving Entity” has the meaning provided in the CES Order.

“Mandatory Minimum Percentage Proportion” has the meaning provided in the CES Order.

“Monthly Renewable Energy Credit Charge” or “Monthly REC Charge” means the monthly charge to the Customer established in this Schedule E.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as described in the CES Order.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the PP power program as authorized in the Power Authority Act.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“REC Compliance Measures” mean: (1) the Authority’s procurement of RECs from NYSEERDA in accordance with NYSEERDA procedures and/or the CES Order; (2) the Authority’s procurement of RECs from available REC markets; (3) the Authority’s procurement of RECs from sources other than those identified in items (1) and (2) of this definition, including through a procurement process adopted by the Authority; and/or (4) any other measure that the PCS authorizes a Load Serving Entity to implement for the purpose of meeting the applicable Mandatory Minimum Percentage Proportion.

“Total Monthly PP Load” has the meaning provided in Section II.3.b of this Schedule E

“Total Monthly REC Costs” has the meaning provided in Section II.3.b of this Schedule E.

II. MONTHLY REC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of the Service Tariff, or the Rules, the Customer shall be subject to a Monthly REC Charge as provided in this Schedule E. The Monthly REC Charge is in addition to all other charges, fees and assessments provided in the Agreement, the Service Tariff and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the Monthly REC Charge.
2. The Monthly REC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of complying with the CES and Tier 1 of the RES and implementing the PP power program in a manner that is consistent with the New York State Energy Plan, pursuant to which the Authority will invest in new renewable generation resources to serve its PP customers. Such investments will be made through the procurement of RECs through REC Compliance Measures in quantities that are intended to address the annual Mandatory Minimum Percentage Proportions as applied by the Authority to the total PP load that the Authority will serve each calendar year (the “Annual REC Percentage Target”) for the purpose of ultimately meeting the RES.
3. The Monthly REC Charge, which is intended to recover from the Customer costs that the Authority incurs for implementing REC Compliance Measures that are attributable to the Customer’s PP load served under this Agreement, will be determined and assessed to the Customer as follows:

- a. The Authority shall have the right, for each calendar year to implement such REC Compliance Measures as it determines in its discretion to be appropriate for the purpose of meeting the Annual REC Percentage Target for the total PP load that it will serve during such calendar year.
- b. The Authority will, for each month of each calendar year, calculate the total costs ("Total Monthly REC Costs") that the Authority has incurred or estimates that it will incur from implementing RES Compliance Measures for the purpose of meeting the Annual REC Percentage Target for the total PP kilowatt-hour load for the month ("Total Monthly PP Load"). The Total Monthly REC Costs may be calculated based on forecasts of the Total Monthly PP Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly PP Load that the Authority served for the month.
- c. Each month, the Authority will assess to the Customer, as a Monthly REC Charge, which will represent the Customer's share of the Total Monthly REC Costs assessed to the Total Monthly PP Load. The Monthly REC Charge will be assessed as the proportion of the Customer's total kilowatt-hours load served by the Authority for such month to the Total Monthly PP Load served by the Authority for such month, provided, however, that:
 - i. the Monthly REC Charge to the Customer shall not include any costs associated with the Authority's inability to collect the Monthly REC Charge from other Authority customers; and
 - ii. the effective per-MWh rate of the Monthly REC Charge to the Customer averaged over the REC Program Year to which the Annual REC Percentage Target applies shall not exceed the per-MWh rate of a Monthly REC Charge based on NYSERDA's published REC price for the REC Program Year.
4. The Authority may, in its discretion, include the Monthly REC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly REC Charge pursuant to another Authority-established procedure.
5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly REC Charge, conduct a reconciliation process based on the actual costs that it incurred for REC Compliance Measures and actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Customer's Monthly REC Charges during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or pursuant to any other procedure established by the Authority pursuant to Section II.4 of this Schedule E.

6. Notwithstanding the provisions of Section II.3 of this Schedule E, if Electric Service for the Allocation is commenced after the Authority has implemented REC Compliance Measures for the year in which such Electric Service is commenced, and as a result the Customer's load cannot be accounted for in such REC Compliance Measures, the Authority may in its discretion implement separate REC Compliance Measures in order to meet the Annual REC Percentage Target for Customer's load for the year, and bill the Customer for the costs associated with such separate REC Compliance Measures.
7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of the Service Tariff, or the Rules.

III. ALTERNATIVE REC COMPLIANCE PROGRAM

1. Nothing in this Schedule E shall be construed as preventing the Parties from entering into other agreements for an alternative arrangement for the Authority to meet the Annual REC Percentage Target with respect to the Customer's Allocation, including but not limited to Customer self-supply of RECs, alternative REC compliance programs and cost allocation mechanisms, in lieu of the Monthly REC Charge provided in this Schedule E (collectively, "Alternative REC Compliance Program").
2. The Authority shall communicate at least biennially with the Customer concerning implementation of the RES Compliance Program and potential Alternative REC Compliance Programs, if any, that the Authority is offering or expects to offer.



POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power Service to
Preservation Power Customers
(Local Electric Utility Delivery)

Service Tariff No. 20

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Schedule of Rates for Firm Power Service

I. Applicability

To sales of Preservation Power made directly to a qualified business Customer for firm power service that is delivered by the Customer's local electric utility.

II. Abbreviations and Terms

- kW kilowatt(s)
- kW-mo. kilowatt-month
- kWh kilowatt-hour(s)
- MWh megawatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- PAL New York Public Authorities Law
- OATT Open Access Transmission Tariff issued by the NYISO

Agreement: An executed written agreement between the Authority and the Customer for the sale of Preservation Power to the Customer.

Annual Adjustment Factor or **AAF**: This term shall have the meaning set forth in Section V herein.

Authority: The Power Authority of the State of New York, a corporate municipal instrumentality and a political subdivision of the State of New York created pursuant to Chapter 772 of the New York Laws of 1931 and existing and operating under Title 1 of Article 5 of the PAL, also known as the "New York Power Authority."

Customer: A business entity that (1) has received an Allocation of Preservation Power, (2) purchases such Preservation Power directly from the Authority, and (3) receives delivery of the Preservation Power from a local electric utility.

Electric Service: The power and energy provided to the Customer in accordance with the Agreement, this Service Tariff and the Rules.

Firm Power: Hydropower capacity (kW) that is intended to be always available from the Project subject to the curtailment provisions set forth in the Agreement between the Authority and the Customer and this Service Tariff. Firm Power shall not include peaking power.

Firm Energy: Energy (kWh) associated with Firm Power.

Load Factor Sharing or LFS: A type of billing methodology applicable to a Customer's Allocation which determines how a Customer's total Native System Load is apportioned between the power and energy supplied by the Allocation and the Customer's other source of electricity supply, if any. LFS is used to determine the amount of Firm Energy supplied and billed on the basis of the Customer's actual total Native System Load per the monthly billing cycle as follows:

1. When the Maximum Metered Demand is less than (<) the Contract Demand, then the Customer's entire load will be supplied by Firm Energy.
2. When the Maximum Metered Demand is greater than (>) the Contract Demand, then the Customer's portion of Firm Energy supply will be determined as follows:
 - a. For Hourly Billing: $\sum (\text{Contract Demand} \div \text{Maximum Metered Demand} \times \text{the in-hour demand of Customer's total Native System Load for all hours})$.
 - b. For Monthly Billing: $(\text{Contract Demand} \div \text{Maximum Metered Demand} \times \text{the total consumed energy by the Customer within the bill cycle})$.

Load Serving Entity or LSE: This term shall have the meaning set forth in the Agreement.

Maximum Metered Demand: The highest 15 or 30-minute integrated demand, as determined by the local electric utility, during each Billing Period recorded on the meter that is used by the Customer in accordance with this Service Tariff and the Agreement.

Native System Load: The total consumption of the Customer's electric system, as determined by the Authority's revenue-grade metering equipment, without the offset of Customer's behind the meter generation. It is represented as the sum of all incoming power, plus internal generation behind the system meter, minus power exports to the bulk electric system.

Preservation Power or PP: Firm Power and Firm Energy made available under this Service Tariff by the Authority from the Project for sale to the Customer for business purposes pursuant to PAL § 1005(5) and (13), and that is delivered by the Customer's local electric utility.

Project: The Authority's St. Lawrence-FDR Power Project, FERC Project No. 2000.

Rate Year or RY: The period from July 1 through June 30. For example, RY 2018 refers to July 1, 2018 through June 30, 2019.

Rules: The Authority's rules and regulations set forth in 21 NYCRR § 450 *et seq.*, as they may be amended from time to time.

Service Tariff: This Service Tariff No. 20.

All other capitalized terms and abbreviations used in this Service Tariff but not defined in this Section or other provisions of this Service Tariff shall have the same meaning as set forth in the Agreement.

III. Monthly Rates and Charges

A. Preservation Power (PP) Base Rates

The rates to be charged to the Customer by the Authority shall be as follows:

Rate Year	Billing Period	Demand (\$/kW)	Energy (\$/MWh)
2018	July 2018 – June 2019	7.90	13.50

B. PP Rates No Lower than Rural/Domestic Rate

At all times the applicable PP base rates for demand and energy determined in accordance with Sections III.A and V of this Service Tariff shall be no lower than the rates charged by the Authority for the sale of hydroelectricity for the benefit of rural and domestic customers receiving service in accordance with the Niagara Redevelopment Act, 16 U.S.C. § 836(b)(1) (the "Rural/Domestic Rate"). This provision shall be implemented as follows: if the base rates, as determined in accordance with Sections III.A and V of this Service Tariff, are lower than the Rural/Domestic Rate on an average \$/MWh basis, each set of rates measured at 80% load factor which is generally regarded as representative for PP Customers, then the base rates determined under Sections III.A and V of this Service Tariff will be revised to make them equal to the Rural/Domestic Rate on an average \$/MWh basis. However, the base rates as so revised will have no effect until such time as these base rates are lower than the Rural/Domestic Rate.

C. Monthly Base Rates Exclude Delivery Service Charges

The monthly base rates set forth in this Section III exclude any applicable costs for delivery services provided by the local electric utility.

D. Minimum Monthly Charge

The Minimum Monthly Charge shall equal the product of the demand rate specified in Section III.A and the Contract Demand (as defined herein). Such Minimum Monthly Charge shall be in addition to any NYISO Charges or Taxes (each as defined herein) incurred by the Authority with respect to the Customer's Allocation, and any other charges provided in this Service Tariff, the Agreement or the Rules.

E. Estimated Billing

If the Authority, in its discretion, determines that it lacks reliable data on the Customer's actual demand and/or energy usage for a Billing Period during which the Customer receives Electric Service from the Authority, the Authority shall have the right to render a bill to the Customer for such Billing Period based on estimated demand and estimated usage ("Estimated Bill").

For the purpose of calculating a Billing Demand charge for an Estimated Bill, the demand charge will be calculated based on a load factor sharing billing methodology as follows:

- The estimated demand amount (kW) will be calculated based on an average of the Customer's Billing Demand (kW) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated demand amount (kW) for the Estimated Bill will equal the Customer's takedown (kW) amount.

For the purpose of calculating a Billing Energy charge for an Estimated Bill, the energy charge will be calculated based on a load factor sharing billing methodology as follows:

- The estimated energy (kWh) will be based on the average of the Customer's Billing Energy (kWh) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated energy amount (kWh) will be equal to the takedown (kW) amount at 70 percent load factor for that Billing Period.

If an alternative billing methodology is applicable to the Customer, the demand charge and energy charge for rendering an Estimated Bill shall be calculated in a manner appropriate to such alternative billing methodology as determined by the Authority.

If data indicating the Customer's actual demand and usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The Minimum Monthly Charge provisions of Section III.D shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended and shall not be construed to limit the Authority's rights under the Agreement.

F. Adjustments to Charges

In addition to any other adjustments provided for in this Service Tariff, in any Billing Period, the Authority may make appropriate adjustments to billings and charges to address such matters as billing and payment errors, and the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G. Billing Period

The Billing Period is any period of approximately thirty (30) days, generally ending with the last day of each calendar month but subject to the billing cycle requirements of the local electric utility in whose service territory the Customer's Facility is located.

H. Billing Demand

Billing Demand shall be determined by applying the applicable billing methodology to total Native System Load meter readings during the Billing Period. See Section IV.E, below.

I. Billing Energy

Billing Energy shall be determined by applying the applicable billing methodology to total Native System Load meter readings during the Billing Period. See Section IV.E, below.

J. Contract Demand

The Contract Demand will be the amount of Preservation Power, not to exceed the Allocation, provided by the Authority to the Customer in accordance with the Agreement.

IV. General Provisions

A. Character of Service

Alternating current; sixty cycles, three-phase.

B. Availability of Energy

1. Subject to Section IV.B.2, the Authority shall provide to the Customer in any Billing Period Firm Energy associated with Firm Power. The offer of Firm Energy for delivery shall fulfill the Authority's obligations for purposes of this provision whether or not the Firm Energy is taken by the Customer.
2. In the event of an Adverse Water Condition, the rights and obligations of the Customer and Authority, including but not limited to such matters as Substitute Energy and responsibility for payment of costs associated therewith, will be governed by the Agreement.

C. Delivery

For the purpose of this Service Tariff, Firm Power and Firm Energy shall be deemed to be offered when the Authority is able to supply Firm Power and Firm Energy to the Authority's designated NYISO load bus. If, despite such offer, there is a failure of delivery caused by the Customer, NYISO or local electric utility, such failure shall not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules or any successor provision addressing adjustments.

D. Adjustment of Rates

To the extent not inconsistent with the Agreement, the base rates contained in this Service Tariff may be revised from time to time on not less than thirty (30) days written notice to the Customer.

E. Billing Methodology

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology used to determine the amount of Firm Power and Firm Energy to be billed to the Customer related to its Allocation shall be Load Factor Sharing ("LFS") in a manner consistent with the Agreement and any applicable delivery agreement between the Authority and the Customer's local electric utility or both as determined by the Authority. An alternative billing methodology may be used provided the Customer and the Authority agree in writing and the Customer's local electric utility provides its consent if the Authority determines that such consent is necessary.
2. Billing Energy - The LFS methodology will be applied against the Customer's Native System Load during the Billing Period to determine the amount of Firm Energy (kWh) attributable to the Allocation (Billing Energy) to be billed to the Customer and charged at the applicable PP Rate. All energy quantities will be adjusted for losses.
3. Billing Demand – The LFS methodology will be applied against the Customer's Maximum Metered Load during the Billing Period to determine the amount of Firm Power (kW) attributable to the Allocation (Billing Demand) to be billed to the Customer and charged at the applicable PP Rate. Billing Demand may not exceed the amount of the Contract Demand. All demand quantities will be adjusted for losses.

F. Payment by Customer to Authority

1. Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Firm Energy during any Billing Period the higher of either (i) the sum of (a), (b) and (c) below, or (ii) the Minimum Monthly Charge (as defined herein):

- a. The demand rate per kilowatt for Firm Power specified in this Service Tariff or any modification thereof applied to the Customer's Billing Demand (as defined in Section IV.E, above) for the Billing Period; and
- b. The energy rate per MWh for Firm Energy specified in this Service Tariff or any modification thereof applied to the Customer's Billing Energy (as defined in Section IV.E, above) for the Billing Period; and
- c. A charge representing reimbursement to the Authority for all applicable Taxes incurred by the Authority as a result of providing Preservation Power allocated to the Customer.

2. Transmission Charge

The Customer shall compensate the Authority for all transmission costs incurred by the Authority with respect to the Allocation, including such costs that are charged pursuant to the OATT.

3. NYISO Transmission and Related Charges

The Customer shall compensate the Authority for the following NYISO transmission and related charges (collectively, "NYISO Charges") assessed on the Authority for services provided by the NYISO pursuant to its OATT or other tariffs (as the provisions of those tariffs may be amended and in effect from time to time) associated with providing Electric Service to the Customer:

- A. Ancillary Services 1 through 6 and any new ancillary services as may be defined and included in the OATT from time to time;
- B. Marginal losses;
- C. The New York Power Authority Transmission Adjustment Charge ("NTAC");
- D. Congestion costs inclusive of any rents collected or owed due to any associated grandfathered transmission congestion contracts as provided in Attachment K of the OATT;
- E. Any and all other charges, assessments, or other amounts associated with deliveries to Customers or otherwise associated with the Authority's responsibilities as a Load Serving Entity for the Customers that are assessed on the Authority by the NYISO under the provisions of its OATT or under other applicable tariffs; and
- F. Any charges assessed on the Authority with respect to the provision of Electric Service to Customers for facilities needed to maintain reliability and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by the Authority with respect to Electric Service to the Customer), applicable tariffs, or required to be paid by the Authority in accordance with law, regardless of whether such charges are assessed by the NYISO or another party.

The NYISO Charges, if any, incurred by the Authority on behalf of the Customer, are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

The method of billing NYISO charges to the Customer will be based on Authority's discretion.

4. Taxes Defined

Taxes shall be any adjustment as the Authority deems necessary to recover from the Customer any taxes, assessments or any other charges mandated by federal, state or local agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer if and to the extent such taxes, assessments or charges are not recovered by the Authority pursuant to another provision of this Service Tariff.

5. Substitute Energy

The Customer shall pay for Substitute Energy, if applicable, as specified in the Agreement.

6. Other Charges

The Customer shall pay the Authority for all other charges provided for in the Agreement.

7. Payment Information

Bills computed under this Service Tariff are due and payable by electronic wire transfer in accordance with the Rules. Such wire transfer shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless otherwise indicated in writing by the Authority. The Authority may in its discretion change the foregoing account and routing information upon notice to the Customer.

8. Billing Disputes

In the event that there is a dispute on any items of a bill rendered by the Authority, the Customer shall pay such bill in full. If necessary, any adjustments will be made thereafter.

G. Rendition and Payment of Bills

1. The Authority will render bills to the Customer for Electric Service on or before the tenth (10th) business day of the month for charges due for the previous Billing Period. Such bills shall include charges for Electric Service, NYISO Charges associated with the Allocation (subject to adjustment consistent with any later NYISO re-billings to the Authority), and all other applicable charges, and are subject to adjustment as provided for in the Agreement, the Service Tariff and the Rules.
2. The Authority will charge and collect from the Customer all Taxes (including local, state and federal taxes) the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (i) the Customer is exempt from the payment of any such Taxes, and/or (ii) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (i) or (ii) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.
3. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority will render bills to the Customer electronically.
4. Payment of bills by the Customer shall be due and payable by the Customer within twenty (20) days of the date the Authority renders the bill.
5. Except as otherwise agreed by the Authority in writing, if the Customer fails to pay any bill when due an interest charge of two percent of the amount unpaid will be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent of the sum unpaid shall be added on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.
6. If at any time after commencement of Electric Service the Customer fails to make complete payment of any two (2) bills for Electric Service when such bills become due pursuant to Agreement, the Authority shall have the right to require that the Customer deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority. Such deposit will be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service. The failure or refusal of the Customer to provide the deposit within thirty (30) days of a request for such deposit will be grounds for the Authority in its discretion to suspend Electric Service to the Customer or terminate the Agreement.

Unless otherwise agreed to by the Authority and the Customer in writing, in the event the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.

H. Adjustment of Charges – Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of this Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of the Agreement and this Service Tariff or the Rules, the provisions of the Agreement shall govern.

V. Annual Adjustment Factor

A. Adjustment of Rates

1. The AAF will be based upon a weighted average of three indices described below. For each new Rate Year, the index value for the latest available calendar year ("Index Value for the Measuring Year") will be compared to the index value for the calendar year immediately preceding the latest available calendar year (the Index Value for the Measuring Year -1"). The change for each index will then be multiplied by the indicated weights. As described in detail below, these products are then summed, producing the AAF. The AAF will be multiplied by the base rate for the current Rate Year to produce the base rates for the new Rate Year, subject to a maximum adjustment of $\pm 5.0\%$ (" $\pm 5\%$ Collar"). Amounts outside the $\pm 5\%$ Collar shall be referred to as the "Excess."

Index 1, "BLS Industrial Power Price" (35% weight): The average of the monthly Producer Price Index for Industrial Electric Power, commodity code number 0543, not seasonally adjusted, as reported by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") electronically on its internet site and consistent with its printed publication, "Producer Price Index Detailed Report". For Index 1, the Index Value for the Measuring Year will be the index for the calendar year immediately preceding July 1 of the new Rate Year.

Index 2, "EIA Average Industrial Power Price" (40% weight): The average weighted annual price (as measured in cents/kWh) for electric sales to the industrial sector in the ten states of CT, MA, ME, NH, NJ, NY, OH, PA, RI and VT ("Selected States") as reported by Coal and Electric Data and Renewables Division; Office of Coal, Nuclear, Electric and Alternate Fuels; Energy Information Administration ("EIA"); U.S. Department of Energy Form EIA-861 Final Data File. For Index 2, the Index Value for the Measuring Year will be the index for the calendar year two years preceding July 1 of the new Rate Year.

Index 3, "BLS Industrial Commodities Price Less Fuel" (25% weight): The monthly average of the Producer Price Index for Industrial Commodities less fuel, commodity code number 03T15M05, not seasonally adjusted, as reported by the U.S. Department of Labor, BLS electronically on its internet site and consistent with its printed publication, "Producer Price Index Detailed Report". For Index 3, the Index Value for the Measuring Year will be the index for the calendar year immediately preceding July 1 of the new Rate Year.

2. Annual Adjustment Factor Computation Guide

- Step 1: For each of the three Indices, divide the Index Value for Measuring Year by the Index Value for the Measuring Year-1.
- Step 2: Multiply the ratios determined in Step 1 by percentage weights for each Index. Sum the results to determine the weighted average. This is the AAF.
- Step 3: Commencing RY 2014, modifications to the AAF will be subject to $\pm 5\%$ Collar, as described below.
- a) When the AAF falls outside the $\pm 5\%$ Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the $\pm 5\%$ Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the $\pm 5\%$ Collar.

- b) Excesses will continue to accrue without limit and carry over such that they will be added to/subtracted from the AAF in any year where the AAF is within the $\pm 5\%$ Collar.

Step 4: Multiply the current Rate Year base rate by the AAF calculated in Step 2 to determine the new Rate Year base rate.

The foregoing calculation shall be performed by the Authority consistent with the sample presented in Section V.B below.

3. The Authority shall provide the Customer with notice of any adjustment to the current base rate per the above and with all data and calculations necessary to compute such adjustment by June 15th of each year to be effective on July 1 of such year, commencing in 2014. The values of the latest officially published (electronically or otherwise) versions of the indices and data provided by the BLS and EIA as of June 1 shall be used notwithstanding any subsequent revisions to the indices.
4. If during the term of the Agreement any of the three above indices ceases to be available or ceases to be reflective of the relevant factors or of changes which the indices were intended to reflect, the Customer and the Authority may mutually select a substitute Index. The Customer and the Authority agree to mutually select substitute indices within 90 days, once one of them is notified by the other that the indices are no longer available or no longer reflect the relevant factors or changes which the indices were intended to reflect. Should the 90-day period cover a planned July 1 rate change, the current base rates will remain in effect until substitute indices are selected and the adjusted rates based on the substitute indices will be retroactive to the previous July 1. If the Customer and Authority are unable to reach agreement on substitute indices within the 90-day period, the Customer and the Authority agree to substitute the mathematic average of the PPI—Intermediate Materials, Supplies and Components (BLS Series ID WPUSOP2000) and the PPI-- Finished Goods (BLS Series ID WPUSOP3000) indices for one or more indices that have ceased to be available or reflective of their intended purpose and shall assume the percentage weighting(s) of the one or more discontinued indices as indicated in Section V.A.1.

B. Sample Computation of the AAF (hypothetical values for July 1, 2017 implementation):

STEP 1

Determine the Index Value for the Measuring Year (MY) and Measuring Year - 1 (MY-1) for Each Index

- Index 1 - Producer Price Index, Industrial Power

	Measuring Year <u>(2016)</u>	Measuring Year - 1 <u>(2015)</u>
January	205.3	167.8
February	204.3	167.6
March	204.5	168.2
April	202.4	168.6
May	206.3	171.6
June	220.4	180.1
July	226.2	182.7
August	227.3	179.2
September	228.1	181.8
October	214.9	170.2
November	211.3	168.8
December	211.7	166.6
Average	213.6	223.7
Ratio of MY/MY-1		0.95

- Index 2 – EIA Industrial Rate

<u>State</u>	<u>Revenues</u> ((\$000s))	<u>Sales</u> (MWh)	<u>Avg. Rate</u> (cents/kWh)
<u>Measuring Year (2015)</u>			
CT	444,588	3,432,002	
MA	1,068,927	7,892,165	
ME	290,360	3,208,045	
NH	252,331	1,981,028	
NJ	778,985	7,320,398	
NY	1,140,573	18,079,200	
OH	3,548,736	50,556,675	
PA	3,411,815	47,404,272	
RI	109,866	798,532	
VT	146,022	1,421,601	
TOTAL	11,192,203	142,093,918	7.88

Measuring Year -1 (2014)

CT	453,958	3,514,798	
MA	1,014,262	7,960,941	
ME	300,412	3,357,486	
NH	234,900	1,969,064	
NJ	855,757	7,516,616	
NY	1,184,255	18,002,976	
OH	3,440,919	50,829,251	
PA	3,580,990	48,317,693	
RI	114,111	887,150	
VT	145,111	1,417,994	
TOTAL	11,324,673	143,773,969	7.88

Ratio of MY/MY-1 **1.00**

- Index 3 – Producer Price Index, Industrial Commodities Less Fuel

	Measuring Year (2016)	Measuring Year -1 (2015)
January	191.9	196.0
February	191.8	195.4
March	192.1	195.0
April	192.8	194.8
May	193.4	194.9
June	193.7	195.2
July	193.7	194.9
August	194.0	193.9
September	193.9	193.1
October	194.3	192.9
November	194.9	192.3
December	195.6	191.9
Average	193.5	194.2
Ratio of MY/MY-1		1.00

STEP 2

Determine AAF by Summing the Weighted Indices

<u>Index</u>	<u>Ratio of MY to MY-1</u>	<u>Weight</u>	<u>Weighted Factors</u>
PPI Industrial Power	0.95	0.35	0.334
EIA Industrial Rate	1.00	0.40	0.400
PPI Industrial Commodities less fuel	1.00	0.25	<u>0.249</u>
AAF			0.983

STEP 3

Apply Collar of $\pm 5.0\%$ to Determine the Maximum/Minimum AAF.

$-5.0\% < 1.6\% < 5.0\%$; collar does not apply, assuming no cumulative excess.

STEP 4

Apply AAF to Calculate the New Rate Year Base Rate

	<u>Demand</u> \$/kW-mo.	<u>Energy</u> \$/MWh
Current Rate Year Base Rate	8.03	13.73
New Rate Year Base Rate	7.90	13.50

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PUBLIC HEARING

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Proposed Customer Contract for the Sale of

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Hydropower to Confluent Energies, Inc.

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November 15, 2019

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2:00 p.m to 6:00 p.m.

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Frank S. McCullough, Jr. Hawkins Point Visitors Center

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St. Lawrence/FDR Power Project

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830 Barnhart Island

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Massena, New York 13662

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ORIGINAL

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APPEARANCES

RICHARD SMITH,

Director of Economic Development
New York Power Authority
Buffalo, New York

(Via Teleconference):

Karen Delince,
Corporate Secretary
New York Power Authority
White Plains, New York 10601

Lorna Johnson,
Assistant Corporate Secretary
New York Power Authority
White Plains, New York 10601

1 November 15, 2019, 2:00 p.m.

2 MS. DELINCE: Good afternoon. This is a public
3 hearing required by law and authorized by the New York
4 Power Authority's Board of Trustees on the Proposed
5 Customer Contract for the sale of hydropower to Confluent
6 Energies, Inc. My name is Karen Delince and I'm the
7 Authority's Corporate Secretary.

8 New York State Public Authorities Law, Section
9 1009, sets forth procedures for executing certain contracts
10 negotiated by the Authority. First, prior to the hearing,
11 it requires that notice of the hearing be provided.
12 Therefore, a notice was sent to the Governor, the Senate's
13 President Pro Temp, the Senate Minority Leader and the
14 Senate Finance Committee Chair, the Assembly Speaker, the
15 Assembly Minority Leader and the Assembly Ways and Means
16 Committee Chair.

17 In addition, notices appeared once a week, for
18 the four weeks leading up to this hearing, in the following
19 newspapers: Albany Times Union, Massena Daily
20 Courier-Observer, Buffalo News, Plattsburgh
21 Press-Republican, Syracuse Post-Standard and Watertown
22 Daily Times.

23 The public was also given access to the proposed

1 contracts on the Authority's website and at the Authority's
2 White Plains Office during the 30-day period prior to
3 today's hearing.

4 After the hearing, the public will be given
5 access to the hearing transcript, once it is completed, at
6 www.nypa.gov and at the White Plains Office.

7 The next step in the process set forth in Section
8 1009 will be for the NYPA Trustees to reconsider the
9 proposed contracts in light of public comments. Once the
10 Trustees have completed their final review, the contracts
11 will be forwarded to the Governor for his consideration and
12 approval.

13 If you plan to make an oral statement at this
14 hearing, I ask that you so indicate on the sign-in sheet.
15 Also, if you have a written statement, please give a copy
16 to Richard Smith and one to the reporter. Written
17 statements may be of any length and will appear in the
18 record of this hearing, in addition to oral statements.

19 The record of the hearing will remain open for
20 additional comments through close of business Monday,
21 November 18, 2019. Additional comments should be mailed,
22 Faxed or e-mailed to the Corporate Secretary at 123 Main
23 Street, 9-B, White Plains, New York 10601, or

1 (914)390-8040, or secretarys.office@nypa.gov.

2 At this point I would like to introduce
3 Mr. Richard Smith, the Authority's Director of Economic
4 Development, who will provide additional details on the
5 proposed Customer Contract. Thank you. Mr. Smith?

6 MR. SMITH: Thank you, Ms. Delince. Good
7 afternoon. My name is Richard Smith and I am the Director
8 of Economic Development at the New York Power Authority.

9 I'm here today to present a summary of a proposed
10 new contract for a prospective customer here in Northern
11 New York for the sale of hydropower generated at the
12 St. Lawrence power project. Regarding the contract,
13 Chapter 313 of the Laws of 2005 established the
14 Preservation Power Program set forth in Section 1005(13) of
15 the Public Authorities Law. Section 1005(13) authorizes,
16 among other things, the allocation of 490 megawatts of
17 Preservation Power to companies that are creating new or
18 expanding existing businesses in Franklin, Jefferson and
19 St. Lawrence Counties. Preservation Power is hydropower
20 that is generated here at the Authority's St. Lawrence/FDR
21 Power Project.

22 Confluent Energies was awarded a new
23 16,000-kilowatt hydropower allocation by the Authority's

1 Trustees on September 25th, 2019 in return for commitments
2 made to create its business in Northern New York.
3 Specifically, CEI was formed to develop and operate a
4 network of Advanced Technology Greenhouses utilizing the
5 principles of Controlled Environment Agriculture. The
6 history of the company dates to 2007 when one of its
7 founders received a grant to study the feasibility of
8 energy-related practices associated with CEA greenhouses.
9 The company is proposing to develop an industry sector for
10 CEA with its first facility to be located in Massena. The
11 new facility would produce leafy green vegetables,
12 particularly lettuce, utilizing year-round 24/7 ATGs. The
13 project located on a site in Massena would be implemented
14 incrementally in four phases with each phase consisting of
15 separate 10-acre greenhouse facilities. The company would
16 spend approximately \$27.5 million per phase, producing a
17 total capital investment of at least \$110 million. The
18 company plans to begin construction in 2019 and start
19 operations in 2020. The entire project would be completed
20 and operational by September 25th, 2022. The company has
21 also committed to create at least 240 jobs.

22 Each application for an allocation of
23 Preservation Power must be evaluated in consideration of

1 the legislative criteria that includes, but need not be
2 limited to a consideration of the number of jobs created as
3 a result of the allocation; the business' long-term
4 commitment to the region as evidenced by the current and/or
5 planned capital investment in the business' facilities in
6 the region; the ratio of the number of jobs to be created
7 to the amount of power requested; the types of jobs
8 created, as measured by wage and benefit levels; and the
9 type and cost of buildings, equipment and facilities to be
10 constructed, enlarged or installed.

11 To summarize some of the pertinent provisions
12 that are common to proposed hydropower contracts:

13 Each proposed contract provides for the sale of
14 firm hydroelectric power and energy, the direct billing of
15 all hydropower supply charges, and all New York Independent
16 System Operator, Inc. charges and taxes.

17 To accommodate non-payment risk that could result
18 from the direct billing arrangement, the contracts include
19 commercially reasonable provisions concerning the
20 Authority's ability to charge late payment fees and to
21 require deposits in the event of a customer's failure to
22 make payments for any two monthly bills.

23 The contracts include the company's commitments

1 with respect to employment and capital investment and
2 retain the Authority's right to reduce or terminate the
3 allocation if the employment, power utilization or capital
4 investment commitments are not met. For example, the
5 contracts include an annual job reporting requirement and a
6 job compliance threshold of 90 percent. Should a company's
7 average annual employment fall below the compliance
8 threshold of 90 percent of the employment commitment, the
9 Authority has the right to reduce the allocation on a pro
10 rata basis.

11 The proposed contract for CEI requires that the
12 company perform an energy audit at the facility receiving
13 the allocation, helping to ensure the customer uses the
14 hydropower efficiently. They have the option to satisfy
15 the audit requirement through either a traditional physical
16 audit or virtual audit using NYPA's New York Energy
17 Manager, consistent with other Authority direct sale
18 contracts, including the Western New York and Recharge New
19 York sales contracts.

20 Each of the proposed contracts incorporate a more
21 developed approach by NYPA to administering the
22 Preservation Power program in a manner that NYPA determines
23 to be consistent with the State Energy Plan and Clean

1 Energy Standard, and includes provisions for recovery of
2 NYPA's costs for actions that NYPA undertakes for these
3 purposes, such as the purchase of Zero Emission Credits and
4 Renewable Energy Credits in amounts that correspond to the
5 customer's loads.

6 The proposed contract and associated service
7 tariffs contain provisions to address delivery of the
8 allocation by NYPA, and the provision of substitute energy
9 in the event of hydropower curtailments caused by adverse
10 water conditions.

11 NYPA would continue to provide, and the customer
12 would pay for unforced capacity to meet the customer's New
13 York Independent System Operator requirements associated
14 with its Preservation Power allocation.

15 The proposed contract to CEI provides for early
16 outreach concerning proposed extension of the allocation
17 and contains provisions addressing the party's rights
18 regarding the takedown of allocations that are awarded to
19 support new or expanded facilities.

20 The sale of Preservation Power to CEI would be
21 governed by the proposed contract and NYPA Service Tariff
22 No. 20, which the NYPA Trustees approved at their September
23 25th, 2019 meeting. ST No. 20 applies to the sale of

1 Preservation Power to eligible businesses, and therefore
2 receive delivery of their Preservation Power by their local
3 utility, National Grid, in accordance with its Public
4 Service Commission approved delivery service tariff.

5 As Ms. Delince stated earlier, the Authority will
6 accept your comments on the proposed contract until Monday,
7 November 18th, 2019. I will now turn the hearing back to
8 Ms. Delince.

9 MS. DELINCE: Thank you, Mr. Smith. At this
10 point, I would like to call on speakers who have signed in.
11 Mr. Smith, are there any speakers present in your location
12 who wish to provide a statement?

13 MR. SMITH: There are none.

14 MS. DELINCE: Okay. In that case, we will recess
15 now and reconvene when speakers arrive.

16 MR. SMITH: Thank you.

17 (Meeting suspended until 6:00 p.m.)

18 MS. DELINCE: The November 15th, 2019 public
19 hearing on the proposed Customer Contract for the sale of
20 hydropower to Confluent Energies, Inc. is now officially
21 closed.

22 As previously stated, the record of the hearing
23 will remain open for additional comments through close of

1 business Monday, November 18, 2019.

2 Thank you and good night.

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4 (End of public hearing at 6:01 p.m.)

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1 STATE OF NEW YORK)

2 COUNTY OF ST. LAWRENCE)

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5 I, Heidi C. Simmons, a Notary Public in the state of
6 New York, do hereby certify that the foregoing public
7 hearing was taken before me at the place as stated in the
8 caption hereto, at Page 1 hereof; that the foregoing
9 typewritten transcription, consisting of pages numbered 3
10 to 11, inclusive, was produced to the best of my ability of
11 said hearing.

12 IN WITNESS WHEREOF, I have hereunto subscribed my name
13 this, the 23rd day of November, 2019.

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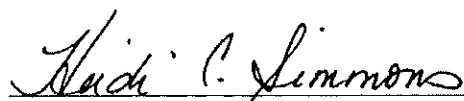
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Heidi C. Simmons, Notary Public
State of New York
County of St. Lawrence
My commission expires: 08/27/17

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
10th Floor
Albany, New York 12207-3425

AGREEMENT FOR THE SALE
OF EXPANSION POWER AND/OR REPLACEMENT POWER

Thinking Robot Studios Inc.

The POWER AUTHORITY OF THE STATE OF NEW YORK (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law (“PAL”), having its office and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425, hereby enters into this Agreement for the Sale of Expansion Power and/or Replacement Power (“Agreement”) with Thinking Robot Studios Inc. (“Customer”) with offices and principal place of business at 193 Ship Canal Parkway, Buffalo, New York 14218. The Authority and the Customer are from time to time referred to in this Agreement as “Party” or collectively as “Parties” and agree as follows:

RECITALS

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, Federal Energy Regulatory Commission (“FERC”) Project No. 2216, including hydropower known as Expansion Power (“EP”) and Replacement Power (“RP”) to qualified businesses in accordance with PAL § 1005(5) and (13);

WHEREAS, the Customer has applied for an allocation of EP and/or RP, or for an extension of an existing allocation of EP or RP, for use at facilities defined in this Agreement as the “Facility”;

WHEREAS, the Customer has offered to make specific commitments relating to, among other things, the creation and/or retention of jobs, capital investments, power usage and energy efficiency measures at the Facility;

WHEREAS, the Authority’s Board of Trustees approved an allocation of EP and/or RP to the Customer;

WHEREAS, the Parties have reached an agreement on the terms and conditions applicable for the sale of the EP and/or RP for a term provided in this Agreement;

WHEREAS, the Authority’s provision of Electric Service under this Agreement is an unbundled service separate from (i) the transmission of the allocation, and (ii) the delivery of the Allocation;

WHEREAS, electric service to be provided hereunder shall be subject to the rates and other terms and conditions contained in the Service Tariff No. WNY-2 as provided in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009, and has been authorized to execute the Agreement; and

WHEREAS, the Authority has complied with requirements of PAL § 1009, and has been authorized to execute the Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined in schedules or appendices to this Agreement shall have the meanings set forth in such schedules or appendices.

“Adverse Water Condition” means any event or condition, including without limitation a hydrologic or hydraulic condition, that relates to the flow, level, or usage of water at or in the vicinity of the Project and/or its related facilities and structures, and which prevents, threatens to prevent, or causes the Authority to take responsive action that has the effect of preventing, the Project from producing a sufficient amount of energy to supply the full power and energy requirements of firm power and firm energy customers who are served by the Project.

“Agreement” means this Agreement, and unless otherwise indicated herein, includes all schedules, appendices and addenda thereto, as the same may be amended from time to time.

“Allocation” refers to the allocation(s) of EP and/or RP awarded to the Customer as specified in Schedule A.

“Alternative REC Compliance Program” has the meaning provided in Schedule E.

“Annual Capital Investment Commitment” has the meaning set forth in Schedule B.

“Annual CI Expenditures” has the meaning set forth in Schedule B.

“Base Employment Level” has the meaning set forth in Schedule B.

“Contract Demand” is as defined in Service Tariff No. WNY-2.

“Customer-Arranged Energy” means energy that the Customer procures from sources other than the Authority for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment.

“Effective Date” means the date that this Agreement is fully executed by the Parties.

“Electric Service” is the Firm Power and Firm Energy associated with the Allocation and sold by the Authority to the Customer in accordance with this Agreement, Service Tariff No. WNY-2 and the Rules.

“Energy Services” has the meaning set forth in Article V of this Agreement.

“Expansion Power” (or “EP”) is 250 MW of Firm Power and associated Firm Energy from the Project eligible to be allocated by the Authority for sale to businesses pursuant to PAL § 1005(13).

“Expansion Project” has the meaning set forth in Section IV.3.a of this Agreement.

“Expansion Project Capital Investment Commitment” has the meaning set forth in Schedule B.

“Facility” means the Customer’s facilities as described in Schedule A to this Agreement.

“Firm Power” is as defined in Service Tariff No. WNY-2.

“Firm Energy” is as defined in Service Tariff No. WNY-2.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“FERC License” means the first new license issued by FERC to the Authority for the continued operation and maintenance of the Project, pursuant to Section 15 of the Federal Power Act, which became effective September 1, 2007 after expiration of the Project’s original license which became effective in 1957.

“Hydro Projects” is a collective reference to the Project and the Authority’s St. Lawrence-FDR Project, FERC Project No. 2000.

“International Joint Commission” or “IJC” refers to the entity with responsibility to prevent and resolve disputes between the United States of America and Canada under the *1909 Boundary Waters Treaty* and pursues the common good of both countries as an independent and objective advisor to the two governments. The IJC rules upon applications for approval of projects affecting boundary or transboundary waters and may regulate the operation of these projects.

“Load Reduction” has the meaning set forth in Section IX.6 of this Agreement.

“Load Serving Entity” (or “LSE”) means an entity designated by a retail electricity customer (including the Customer) to provide capacity, energy and ancillary services to serve such customer, in compliance with NYISO Tariffs, rules, manuals and procedures.

“Metering Arrangement” has the meaning set forth in Section II.8 of this Agreement.

“NYEM” means the New York Energy Manager, an energy management center owned and operated by the Authority.

“NYEM Agreement” means a written agreement between the Authority and the Customer providing for the Facility’s enrollment and Customer’s participation in NYEM.

“NYEM Participation” has the meaning specified in Schedule B of this Agreement.

“NYISO” means the New York Independent System Operator or any successor organization.

“NYISO Charges” has the meaning set forth in Section VII.3 of this Agreement.

“NYISO Tariffs” means the NYISO’s Open Access Transmission Tariff or the NYISO’s Market Administration and Control Area Services Tariff, as applicable, as such tariffs are modified from time to time, or any successor to such tariffs.

“Planned Hydropower Curtailment” means a temporary reduction in Firm Energy to which the Customer is entitled to receive under this Agreement made by the Authority in response to an anticipated or forecasted Adverse Water Condition.

“Physical Energy Audit” or “Audit” means a physical evaluation of the Facility in a manner approved by the Authority that includes at a minimum the following elements: (a) an assessment of the Facility’s energy use, cost and efficiency which produces an energy utilization index for the Facility (such as an Energy Use Intensity or Energy Performance Indicator); (b) a comparison of the Facility’s index to indices for similar buildings/facilities; (c) an analysis of low-cost/no-cost measures for improving energy efficiency; (d) a listing of potential capital improvements for improving energy consumption; and (e) an initial assessment of potential costs and savings from such measures and improvements.

“Project” means the Niagara Power Project, FERC Project No. 2216.

“Replacement Power” (or “RP”) is 445 MW of Firm Power and associated Firm Energy from the Project eligible to be allocated by the Authority for sale to businesses pursuant to PAL § 1005(13).

“Reporting Year” means the yearly interval that the Authority uses for reporting, compliance and other purposes as specified in this Agreement. The Reporting Year for this Agreement is from January 1 through December 31, subject to change by the Authority without notice.

“Rolling Average” has the meaning set forth in Schedule B.

“Rules” are the applicable provisions of Authority’s rules and regulations (Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York), as may be modified from time to time by the Authority.

“Service Information” has the meaning set forth in Section II.12 of this Agreement.

“Service Tariff No. WNY-2” means the Authority’s Service Tariff No. WNY-2, as may be modified from time to time by the Authority, which contains, among other things, the rate schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement.

“Schedule A” refers to the Schedule A entitled “Expansion Power and/or Replacement Power Allocations” which is attached to and made part of this Agreement.

“Schedule B” refers to the Schedule B entitled “Supplemental Expansion Power and/or Replacement Power Commitments” which is attached to and made part of this Agreement, including any appendices attached thereto.

“Schedule C” refers to the Schedule C entitled “Takedown Schedule” which is attached to and made part of this Agreement.

“Schedule D” refers to the Schedule D entitled “Zero Emission Credit Charge” which is attached to and made part of this Agreement.

“Schedule E” refers to the Schedule E entitled “Monthly Renewable Energy Credit Charge” which is attached to and made part of this Agreement.

“Substitute Energy” means energy that is provided to the Customer by or through the Authority for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment or an Unplanned Hydropower Curtailment.

“Takedown” means the portion of the Allocation that Customer requests to be scheduled for a specific period as provided for in Schedule C, if applicable.

“Taxes” is as defined in Service Tariff No. WNY-2.

“Unforced Capacity” (or “UCAP”) means the electric capacity required to be provided by LSEs to serve electric load as defined by the NYISO Tariffs, rules, manuals and procedures.

“Unplanned Hydropower Curtailment” means a temporary reduction in the amount of Firm Energy to which the Customer is entitled to receive under this Agreement due to Adverse Water Condition that the Authority did not anticipate or forecast.

“Utility Tariff” means the retail tariff(s) of the Customer’s local electric utility filed and approved by the PSC applicable to the delivery of EP and/or RP.

ARTICLE II

ELECTRIC SERVICE

1. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-2 and the Rules.
2. The Customer shall not be entitled to receive Electric Service under this Agreement for any EP and/or RP allocation unless such EP and/or RP allocation is identified in Schedule A.
3. The Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation specified in Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.
4. The Authority shall provide UCAP in amounts necessary to meet the Customer’s NYISO UCAP requirements associated with the Allocation in accordance with the NYISO Tariffs. The Customer shall be responsible to pay the Authority for such UCAP in accordance with Service Tariff No. WNY-2.

5. The provision of Electric Service associated with the Allocation is an unbundled service separate from the transmission and delivery of power and energy to the Customer. The Customer acknowledges and agrees that Customer's local electric utility, not the Authority, shall be responsible for delivering the Allocation to the Facility specified in Schedule A in accordance with the applicable Utility Tariff(s).
6. The Contract Demand for the Customer's Allocation may be modified by the Authority if the amount of Firm Power and Firm Energy available for sale as EP or RP from the Project is modified as required to comply with any ruling, order, or decision of any regulatory or judicial body having jurisdiction, including but not limited to FERC. Any such modification will be made on a pro rata basis to all EP and RP customers, as applicable, based on the terms of such ruling, order, or decision.
7. The Contract Demand may not exceed the Allocation.
8. The Customer's Facility must be metered by the Customer's local electric utility in a manner satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, "Metering Arrangement"). A Metering Arrangement that is not satisfactory to the Authority shall be grounds, after notice to the Customer, for the Authority to modify, withhold, suspend, or terminate Electric Service to the Customer. If a Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination that it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. The Authority may, in its discretion, waive any of the requirements provided for in this Section in whole or in part where in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all fees, assessments and charges that become due in accordance with this Agreement, Service Tariff No. WNY-2, and the Rules.
9. The Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that such parties determine is necessary to provide for the allocation, sale and delivery of the Allocation to the Customer, the proper and efficient implementation of the EP and/or RP program, billing related to Electric Service, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents that the Authority determines are necessary to effectuate such exchanges of information.

10. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement between the Authority and the Customer's local electric utility providing for the delivery of the Allocation on terms and conditions that are acceptable to the Authority.
11. The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, execute consents, and provide information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, the delivery of the Allocation, billing related to Electric Service, the effective administration of the EP and/or RP programs, and/or the performance of contracts or other arrangements between the Authority and the Customer's local electric utility. The Customer's failure to provide Service Information on a timely basis shall be grounds for the Authority in its discretion to modify, withhold, suspend, or terminate Electric Service to the Customer.

ARTICLE III

RATES, TERMS AND CONDITIONS

1. Electric Service shall be sold to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-2 and the Rules. The Authority agrees to waive the Minimum Monthly Charge set forth in Service Tariff No. WNY-2 for a period up to one (1) year upon written request from the Customer that is accompanied by information that demonstrates to the Authority's satisfaction a short-term reduction or interruption of Facility operations due to events beyond the Customer's control. The Customer shall provide such information that the Authority requests during the period of any such waiver to enable the Authority to periodically evaluate the ongoing need for such waiver.
2. If the Authority at any time during the term of this Agreement enters into an agreement with another customer for the sale of EP or RP at power and energy rates that are more advantageous to such customer than the power and energy rates provided in this Agreement and Service Tariff No. WNY-2, then the Customer, upon written request to the Authority, will be entitled to such more advantageous power and energy rates in the place of the power and energy rates provided in this Agreement and Service Tariff No. WNY-2 effective from the date of such written request, provided, however, that the foregoing provision shall not apply to:
 - a. any agreement for the sale of EP and/or RP with an Authority customer whose purchase of EP and/or RP is associated with an Authority service tariff other than Service Tariff No. WNY-2, including Authority Service Tariff No. WNY-1; or
 - b. any agreement for the sale of EP and/or RP with an Authority customer which is associated with such customer's participation in an Alternative REC Compliance Program provided for in Schedule E of this Agreement.
3. Notwithstanding any provision of this Agreement to the contrary, the power and energy rates for Electric Service shall be subject to increase by Authority at any time upon 30 days prior written notice to Customer if, after consideration by Authority of its legal obligations, the marketability of the output or use of the Project and Authority's competitive position with

respect to other suppliers, Authority determines in its discretion that increases in rates obtainable from any other Authority customers will not provide revenues, together with other available Authority funds not needed for operation and maintenance expenses, capital expenses, and reserves, sufficient to meet all requirements specified in Authority's bond and note resolutions and covenants with the holders of its financial obligations. Authority shall use its best efforts to inform Customer at the earliest practicable date of its intent to increase the power and energy rates pursuant to this provision. With respect to any such increase, Authority shall forward to Customer with the notice of increase, an explanation of all reasons for the increase, and shall also identify the sources from which Authority will obtain the total of increased revenues and the bases upon which Authority will allocate the increased revenue requirements among its customers. Any such increase in rates shall remain in effect only so long as Authority determines such increase is necessary to provide revenues for the purposes stated in the preceding sentences.

4. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-2 and the Rules, the Customer shall be responsible for payment of the Zero Emission Credit Charge and Monthly Renewable Energy Credit Charge provided for in Schedule D and Schedule E, respectively, of this Agreement.

ARTICLE IV

SUPPLEMENTAL COMMITMENTS

1. Supplemental Commitments. Schedule B sets forth the Customer's "Supplemental Expansion Power and/or Replacement Power Commitments" ("Supplemental Commitments"). The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's timely compliance with the Supplemental Commitments described in Schedule B as further provided in this Agreement. The Customer's Supplemental Commitments are in addition to all other commitments and obligations provided in this Agreement.
2. *[Intentionally Left Blank]*
3. Special Provisions Relating to a New or Expanded Facility.

- a. Proposed New or Expanded Facility; Failure to Complete.

If Schedule B provides for the construction of a new facility or an expansion of an existing facility (collectively, "Expansion Project"), and the Customer fails to complete the Expansion Project by the date specified in Schedule B, the Authority may, in its discretion, (a) cancel the Allocation, or (b) if it believes that the Expansion Project will be completed in a reasonable time, agree with the Customer to extend the time for completion of the Expansion Project.

- b. Proposed New or Expanded Facility; Partial Performance.

If the Expansion Project results in a completed Facility that is only partially operational, or is material different than the Expansion Project agreed to in Schedule B (as measured

by such factors as size, capital investment expenditures, capital improvements, employment levels, estimated energy demand and/or other criteria determined by the Authority to be relevant), the Authority may, in its discretion, on its own initiative or at the Customer's request, make a permanent reduction to the Allocation and Contract Demand to an amount that the Authority determines to fairly correspond to the completed Facility.

c. Notice of Completion; Commencement of Electric Service.

- (i) The Customer shall give the Authority not less than ninety (90) days' advance written notice of the anticipated date of completion of an Expansion Project. The Authority will inspect the Expansion Project for the purpose of verifying the status of the Expansion Project and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time subject to the other provisions of this Agreement based on applicable operating procedures of the Authority, Customer's local electric utility and NYISO.
- (ii) In the event of an Expansion Project being completed in multiple phases, at the Customer's request the Authority may, in its discretion, allow commencement of part of the Allocation upon completion of any such phase, provided the Authority will similarly inspect the Expansion Project for the purpose of verifying the status of the completed phase of the Expansion Project. Upon such verification by the Authority of any such completed phase, the Authority, in its discretion, will determine an amount of kW that fairly corresponds to the completed phase of the Expansion Project, taking into account relevant criteria such as any capital expenditures, increased employment levels, and/or increased electrical demand associated with the completed phase of the Expansion Project.

d. Other Rights and Remedies Unaffected.

Nothing in this Article is intended to limit the Authority's rights and remedies provided for in the other provisions of this Agreement, including without limitation the provisions in Schedule B of this Agreement.

ARTICLE V
ENERGY-RELATED PROJECTS, PROGRAMS AND SERVICES

The Authority shall periodically communicate with the Customer for the purpose of informing the Customer about energy-related projects, programs and services ("Energy Services") offered by the Authority that in the Authority's view could provide value to the Customer and/or support the State's Clean Energy Standard. The Customer shall review and respond to all such offers in good faith, provided, however, that, except as otherwise provided for in this Agreement, participation in any such Energy Services shall be at the Customer's option, and subject to such terms and conditions agreed to by the Parties in one or more definitive agreements.

ARTICLE VI
SERVICE TARIFF; CONFLICTS

1. A copy of Service Tariff No. WNY-2 in effect upon the execution of this Agreement is attached to this Agreement as Exhibit 1, and will apply under this Agreement with the same force and effect as if fully set forth herein. The Customer consents to the application of Service Tariff WNY-2. Service Tariff No. WNY-2 is subject to revision by the Authority from time to time, and if revised, the revised provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide the Customer with prior written notice of any revisions to Service Tariff No. WNY-2.
2. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No. WNY-2 and the Rules, the provisions of Service Tariff No. WNY-2 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-2 or the Rules, the provisions of this Agreement shall govern.

ARTICLE VII
TRANSMISSION AND DELIVERY

1. The Customer shall be responsible for:
 - a. complying with all requirements of its local electric utility (including any other interconnecting utilities) that are necessary to enable the Customer to receive delivery service for the Allocation. Delivery of the Allocation shall be subject to the Utility Tariff;
 - b. paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff, and if the Authority incurs any charges associated with such delivery service, reimbursing the Authority for all such charges; and
 - c. obtaining any consents and agreements from any other person that are necessary for the delivery of the Allocation to the Facility, and complying with the requirements of any such person, provided that any such consents, agreements and requirements shall be subject to the Authority's approval.
2. The Authority will use good faith efforts to provide the Customer with at least one year's advance notice of the scheduled expiration of Historic Fixed Price Transmission Congestion Contracts. After issuance of any such notice, the Authority will make itself available at reasonable times to collaborate with the Customer and other EP and RP customers to discuss potential risk-hedging options that might be available following expiration of such contracts.
3. The Customer understands and acknowledges that delivery of the Allocation will be made over transmission facilities under the control of the NYISO. The Authority will act as the LSE with respect to the NYISO, or arrange for another entity to do so on the Authority's behalf. The Customer agrees and understands that it shall be responsible to the Authority for all costs incurred by the Authority with respect to the Allocation for the services established in the NYISO Tariff, or other applicable tariff ("NYISO Charges"), as set forth in Service

Tariff No. WNY-2 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related.

4. The Authority will consider opportunities to assist the Customer concerning actions, practices, or procedures of the Customer's local electric utility identified by the Customer that could adversely impact the implementation and effectiveness of the EP and RP programs, provided that whether or not to take any action or adopt any position on any issue, including any adverse position, is within the Authority's discretion and further subject to applicable laws, regulations and existing legal obligations.

ARTICLE VIII

BILLING AND BILLING METHODOLOGY

1. The billing methodology for the Allocation shall be determined on a "load factor sharing" basis in a manner consistent with the Utility Tariff and any agreement between the Authority and the Customer's local electric utility. An alternative basis for billing may be used provided the Parties agree in writing and the local electric utility provides its consent if such consent is deemed necessary.
2. All other provisions with respect to billing are set forth in Service Tariff No. WNY-2 and the Rules.
3. The rights and remedies provided to the Authority in this Article are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE IX

HYDROPOWER CURTAILMENTS AND SUBSTITUTE ENERGY

1. The Customer shall, on a form provided by the Authority, elect to either (a) purchase Substitute Energy from the Authority, or (b) rely on Customer-Arranged Energy, for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment. The Customer shall make its election in accordance with the time period and other requirements prescribed in such form. The election shall apply for the entire calendar year identified in the form.
2. The Customer may change its election on a form provided by the Authority by giving the Authority notice of such change no later than the first day of November preceding the calendar year to which the Customer intends such change to become effective. Such change shall be effective on the first day of January following the Authority's receipt the Customer's notice and shall remain in effect unless it is changed in accordance with the provisions of Section IX.1.
3. In the event of an anticipated or planned Adverse Water Condition, the Authority will have the right in its discretion to implement Planned Hydropower Curtailments. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project. The Authority will provide the Customer with advance notice of Planned Hydropower Curtailments that in the Authority's judgment will impact Electric Service to the Customer no later than the tenth business day of the month

prior to the month in which the Planned Hydropower Curtailment is expected to occur unless the Authority is unable to provide such notice due to the circumstances that impede such notice, in which case the Authority will provide such advance notice that is practicable under the circumstances.

4. If the Customer elected to purchase Substitute Energy from the Authority, the Authority shall provide Substitute Energy to the Customer during all Planned Hydropower Curtailments. Unless otherwise agreed upon by the Parties in writing, Substitute Energy shall be sourced from markets administered by the NYISO. The Authority may require the Customer to enter into one or more separate agreements to facilitate the provision of Substitute Energy to the Customer.
5. If the Customer elected to rely on Customer-Arranged Energy, the Authority shall have no responsibility to provide the Customer with Substitute Energy during any Planned Hydropower Curtailment, and the Customer shall be responsible for the procurement, scheduling, delivery and payment of all costs associated with Customer-Arranged Energy.
6. The Customer shall have the right to reduce its load in response to a Planned Hydropower Curtailment (a "Load Reduction"), provided, however, that the Customer shall, on an Authority form, provide the Authority with no less than seven (7) days' advance notice of the time period(s) during when the Load Reduction will occur, the estimated amount of the Load Reduction (demand and energy), and all other information required by such form. The Authority will confirm whether the notice provides the required information and proposed Load Reduction has been accepted. The Customer shall reimburse the Authority for all costs that the Authority incurs as a result of the Customer's failure to provide such notice.
7. In the event of an Adverse Water Condition that the Authority did not anticipate or forecast, the Authority shall have the right in its discretion to implement Unplanned Hydropower Curtailments. The Unplanned Hydropower Curtailments will be implemented on a non-discriminatory basis as to all Authority customers that are served by the Project.
8. The Authority will provide the Customer with notice of Unplanned Hydropower Curtailments that in the Authority's judgment will impact Electric Service to the Customer within five (5) business days after the first occurrence of an Unplanned Hydropower Curtailment that occurs within a month, and thereafter will provide the Customer with reasonable notice under the circumstances of the potential for any other Unplanned Hydropower Curtailments that are expected to occur within such month or beyond. The Authority will give the Customer notice of any Unplanned Hydropower Curtailments that the Authority believes are likely to exceed forty-eight (48) continuous hours in duration.
9. Notwithstanding the Customer's election pursuant to Section IX.1, the Authority shall provide the Customer with Substitute Energy during Unplanned Hydropower Curtailments.
10. For each kilowatt-hour of Substitute Energy provided by the Authority during a Planned Hydropower Curtailment, the Customer shall pay the Authority directly during the billing month: (1) the difference between the market cost of the Substitute Energy and the charge for firm energy as provided for in this Agreement; and (2) any NYISO charges and taxes the Authority incurs in connection with the provision of such Substitute Energy. Unless

otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Planned Hydropower Curtailments shall be governed by the provisions of Service Tariff WNY-2 relating to the rendition and payment of bills for Electric Service.

11. The Customer shall be responsible for all costs associated with the Authority's provision of Substitute Energy during Unplanned Hydropower Curtailments. Unless otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Unplanned Hydropower Curtailments shall be governed by the provisions of Service Tariff WNY-2 relating to the rendition and payment of bills for Electric Service.
12. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods.

ARTICLE X

EFFECTIVENESS, TERM AND TERMINATION

1. This Agreement shall become effective and legally binding on the Parties on the Effective Date.
2. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (a) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (b) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-2, or the Rules; or (c) expiration of the Allocation by its own term as specified in Schedule A.
3. The Customer may exercise a partial termination of the Allocation upon at least sixty (60) days' prior written notice to the Authority. The Authority will effectuate the partial termination as soon as practicable after receipt of such notice taking account of the Authority's internal procedures and requirements of the Customer's local electric utility.
4. The Authority may cancel service under this Agreement or modify the quantities of Firm Power and Firm Energy associated with the Allocation: (1) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC or its successor agency); or (2) as otherwise provided in this Agreement, Service Tariff No. WNY-2, or the Rules.

ARTICLE XI

EXTENSIONS OF ALLOCATION; AWARD OF ADDITIONAL ALLOCATIONS

1. The Customer may apply to the Authority for an extension of the term of the Allocation identified in Schedule A:
 - a. during the thirty-six (36) month period immediately preceding the scheduled expiration of the Allocation;

- b. pursuant to any other process that the Authority establishes; or
 - c. with the Authority's written consent.
2. Upon proper application by the Customer, the Authority may in accordance with applicable law and Authority procedures award additional allocations of EP and/or RP to the Customer at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional allocation, the Authority will (a) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (b) produce a modified Appendix to Schedule B, as the Authority determines to be appropriate. The Authority will furnish the Customer with any such modified Schedule A, supplemental schedule, and/or a modified Appendix to Schedule B, within a reasonable time after commencement of Electric Service for any such additional allocation.
3. In addition to any requirements imposed by law, the Customer hereby agrees to furnish such documentation and other information as the Authority requests to enable the Authority to evaluate any requests for extension of the Allocation or additional allocations and consider the terms and conditions that should be applicable of any extension or additional allocations.

ARTICLE XII

NOTICES

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To: The Authority

New York Power Authority
123 Main Street
White Plains, New York 10601
Email:
Facsimile: _____
Attention: Manager – Business Power Allocations and Compliance

To: The Customer

Thinking Robot Studios Inc.
193 Ship Canal Parkway
Buffalo, New York 14218
Email:
Facsimile:
Attention:

2. The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XII.1.
3. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed

properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (e) on the date of transmission if sent by electronic communication to the appropriate address as set forth above, with confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XIII

SUCCESSORS AND ASSIGNS; RESALE OF HYDROPOWER

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party, which consent shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing sentence, the Authority may require such approvals, and such consents and other agreements from the Customer and other parties, that the Authority determines are necessary in order to effectuate any such assignment.
2. The Customer may not transfer any portion of the Allocation to any other person, or a location different than the Facility, unless: (a) the Authority in its discretion authorizes the transfer Authority; (b) all other requirements applicable to a transfer, including board approvals, are satisfied; and (c) the transfer is effectuated in a form and subject to such terms and conditions approved by the Authority. Any purported transfer that does not comply with the foregoing requirements shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.
3. The Customer may not sell any portion of the Allocation to any other person. Any purported sale shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service, or terminate the Allocation and/or this Agreement.

ARTICLE XIV

MISCELLANEOUS

1. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the FERC License and the Niagara Redevelopment Act (16 USC §§836, 836a) and rulings by the IJC and without regard to conflicts of law provisions.

2. Venue

The Parties: (a) consent to the exclusive jurisdiction and venue of any state court within or

for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement; (b) agree to accept service of process; and (c) will not raise any argument of inconvenient forum.

3. Previous Agreements; Modifications; and Interpretation

- a. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation and the subject matter of the Agreement, and supersedes all previous communications and agreements between the Parties, oral or written, with reference to the sale of the Allocation.
- b. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.
- c. No provision shall be construed against a Party on the basis that such Party drafted such provision.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC or a court of competent jurisdiction, such order shall not be deemed to invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

ARTICLE XV
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this

Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement as a PDF or similar file type transmitted via electronic mail, cloud based server, e-signature technology or similar electronic means shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

THINKING ROBOT STUDIOS INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A
EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Thinking Robot Studios Inc.				
Type of Allocation	Allocation Amount (kW)	Facility and Address	Trustee Approval Date	Allocation Expiration Date
RP	2,000 kW	193 Ship Canal Parkway Buffalo, New York 14218	September 25, 2019	Ten (10) years from the date of commencement of Electric Service

SCHEDULE B
**SUPPLEMENTAL EXPANSION POWER AND/OR REPLACEMENT POWER
COMMITMENTS**

ARTICLE I
SPECIFIC SUPPLEMENTAL COMMITMENTS

1. Employment Commitments

- a. The Customer shall create and maintain the employment level set forth in the Appendix to this Schedule B (the “Base Employment Level”). Such Base Employment Level shall be the total number of full-time positions held by: (a) individuals who are employed by the Customer at Customer’s Facility identified in the Appendix to this Schedule, and (b) individuals who are contractors or who are employed by contractors of the Customer and assigned to the Facility identified in such Appendix (collectively, “Base Level Employees”). The number of Base Level Employees shall not include individuals employed on a part-time basis (less than 35 hours per week); provided, however, that two individuals each working 20 hours per week or more at such Facility shall be counted as one Base Level Employee.
- b. The Base Employment Level shall not be created or maintained by transfers of employees from previously held positions with the Customer or its affiliates within the State of New York, except that the Base Employment Level may be filled by employees of the Customer laid off from other Customer facilities for *bona fide* economic or management reasons.
- c. The Authority may consider a request to change the Base Employment Level based on a claim of increased productivity, increased efficiency or adoption of new technologies or for other appropriate reasons as determined by the Authority. Any such change shall be within Authority’s discretion.

2. Capital Investment Commitments

The Customer shall make the capital investments specified in the Appendix to this Schedule B.

3. Power Utilization

For each month the Authority provides Electric Service to the Customer, the Customer shall utilize the entire Allocation, as represented by the Billing Demand (as such term is described in Service Tariff No. WNY-2), provided, however, that if only part of the Allocation is being utilized in accordance with Schedule C, the Customer shall utilize such partial amount of the Allocation.

4. Energy Efficiency and Conservation Program

- a. The Customer shall implement an energy efficiency and conservation program at the Facility through either (a) enrollment of the Facility and participation in NYEM in accordance with a NYEM Agreement, or (b) one or more Physical Energy Audits of the Facility, or (c) a combination of such measures, in accordance with the provisions of this Article.
- b. The Authority shall transmit to the Customer a NYEM Agreement and an election form. The Customer shall elect to either (a) enroll the Facility and participate in NYEM for a three-year term (“NYEM Participation”) in accordance with the NYEM Agreement, or (b) perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority’s communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit within three (3) years of the Effective Date of this Agreement, at its own expense.
- c. The Authority shall, on or before the expiration of the three-year term of the NYEM Agreement, transmit to the Customer a NYEM Agreement specifying the terms and conditions that would apply to NYEM participation for a second term, and an election form. The Customer shall elect either (a) NYEM Participation for a second term, or (b) to perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority’s communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit during the calendar year that begins six years after of the Effective Date of this Agreement, at its own expense.
- d. The Authority may in its discretion waive the requirement for a Physical Energy Audit, or may agree to a limited energy audit of the Facility, where it determines that the Physical Energy Audit is unnecessary based on the age of the Facility, energy efficiency and conservation improvements made at the Facility, the length of the Allocation, or other considerations the Authority determines to be relevant.

ARTICLE II
RECORDKEEPING, REPORTING AND FACILITY ACCESS

1. Employment

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority, of the total number of Base Level Employees who are employed at or assigned to the Customer's Facility identified in the Appendix to this Schedule, as reported to the United States Department of Labor (or as reported in such other record as agreed upon by the Authority and the Customer). Such report shall separately identify the individuals who are employed by the Customer, and the individuals who are contractors or who are employed by contractors of the Customer, and shall be certified to be correct by an officer of the Customer, plant manager or such other person authorized by the Customer to prepare and file such report and shall be provided to the Authority on or before the last day of February following the end of the most recent calendar year. The Authority shall have the right to examine and audit on reasonable advance written notice all non-confidential written and electronic records and data concerning employment levels including, but not limited to, personnel records and summaries held by the Customer and its affiliates relating to employment in New York State.

2. Capital Investments

The Customer shall comply with the recordkeeping, recording and reporting requirements specified in the Appendix to this Schedule B.

3. Power Usage

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority on or before the last day of February following the end of the most recent calendar year, of the maximum demand utilized each month in the Facility receiving the power covered by the Agreement.

4. Energy Efficiency and Conservation Program

Upon the Authority's request, the Customer shall provide the Authority with (a) a copy of the results of any Physical Energy Audit performed at the Facility (or, at the Authority's option, a report describing the results), performed pursuant to this Article; and (b) a description of any energy efficiency or conservation measures that the Customer has implemented at the Facility in response to any Physical Energy Audit or as a result of NYEM Participation.

5. Facility Access

Notwithstanding any other provision of the Agreement, the Customer shall provide the Authority with such access to the Facility, and such documentation, as the Authority deems necessary to determine the Customer's compliance with the Customer's Supplemental Commitments specified in this Schedule B.

ARTICLE III

COMPLIANCE ACTION BY THE AUTHORITY

1. Employment

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in the Appendix to this Schedule B for the subject calendar year, the Authority may reduce the Contract Demand in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount of reduction will be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average monthly employment during the subject calendar year divided by the Base Employment Level. Any such reduction shall be rounded to the nearest fifty (50) kW. In the event of a reduction of the Contract Demand to zero, the Agreement shall automatically terminate.

2. Capital Investment Commitment

The Authority may reduce the Contract Demand as provided in the Appendix to this Schedule B if the Customer does not comply with the Capital Investment Commitment.

3. Power Utilization Level

If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-2) for Expansion Power and/or Replacement Power is less than 90% of the Customer's Contract Demand in such calendar year the Authority may reduce the Contract Demand subject to in accordance with the procedures provide in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average of the six (6) highest Billing Demands for in such calendar year divided by the Contract Demand. Any such reduction shall be rounded to the nearest fifty (50) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

4. Additional Compliance Action

In addition to the Authority's other rights and remedies provided in this Agreement, Service Tariff WNY-2 and the Rules, the Authority may suspend Electric Service to the Customer if the Customer does not comply with any of the requirements in Section I.4 or Article II of this Schedule B.

5. Notice of Intent to Reduce Contract Demand

In the event that the Authority determines that the Contract Demand will be wholly or partially reduced pursuant to Sections III.1, III.2, or III.3 of this Schedule B, the Authority shall provide the Customer with at least thirty (30) days prior written notice of the proposed reduction, specifying the amount and reason for the reduction.

Before implementing any reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance, Facility upgrade periods, and the business cycle. If, at the end of the thirty (30) day notice period, the Authority determines that a reduction is warranted, it shall provide the Customer with notice of such determination and provide the Customer with sixty (60) days to present a proposed plan with actionable milestones to cure the deficiency. The Authority shall respond to the Customer concerning the acceptability of any proposed plan that is provided in accordance with this Section III.5 within thirty (30) days of the Authority's receipt of such proposed plan. It shall be within the Authority's discretion whether or not to accept the Customer's proposed plan, require a different plan, or implement the reduction of the Contract Demand.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 88 full-time, permanent employees (“Base Employment Level”) at the Customer’s Facility. The Base Employment Level shall be maintained for the term of the Allocation in accordance with Article I of Schedule B.

CAPITAL INVESTMENT COMMITMENTS

1. **Annual Capital Investment Commitment** (if applicable, as specified below)
 - a. Each Reporting Year, the rolling average of the annual capital investments made by the Customer at the Facility (“Rolling Average”) shall total not less than N/A (the “Annual Capital Investment Commitment”). For purposes of this provision, “Rolling Average” means the three-year average comprised of (1) the total amount of capital investments (“Annual CI Expenditures”) made by the Customer at the Facility during the current Reporting Year, and (2) the Annual CI Expenditures made by the Customer at the Facility during the two prior Reporting Years.
 - b. Each year, the Customer shall record its Annual CI Expenditures for purposes of enabling the Authority to determine and verify the Rolling Average, which shall be provided to the Authority in a form specified by the Authority on or before the last day of February following the end of the most recent calendar year.
 - c. If the Customer’s Rolling Average as determined by the Authority is less than 90% of its Annual Capital Investment Commitment for the Reporting Year, the Contract Demand may be reduced by the Authority in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the Rolling Average divided by the Annual Capital Investment Commitment. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.
2. **Expansion Project–Capital Investment Commitment** (if applicable, as specified below)
 - a. The Customer shall make a minimum capital investment of \$83,801,000 to construct, furnish and/or expand the Facility (“Expansion Project Capital Investment Commitment”). The Expansion Project Capital Investment Commitment is expected to consist of the following approximate expenditures on the items indicated:

DESCRIPTION	EXPENDITURE
Phase I: Development of the designing and manufacturing platform (including the purchase of 3D printers, CNC machines, finishing products, and other equipment).	\$ 9.427 million
Phase II: Further development of the designing and manufacturing platform (including the purchase of 3D printers, CNC machines, finishing products, and other equipment).	\$68.885 million
Phase III: Development of new imaging center.	\$5.489 million
Total Minimum Expansion Project Capital Investment Commitment:	<u>\$83,801,000</u>

Total Expansion Project Capital Investment Commitment:

- b. The Expansion Project Capital Investment Commitment shall be made, and the Facility shall be completed and fully operational, no later than September 25, 2022 (*i.e.*, within three (3) years of the date of the Authority's award of the Allocation). Upon request of the Customer, such date may be extended in the discretion of the Authority.

SCHEDULE C
TAKEDOWN SCHEDULE

SCHEDULE D
ZERO EMISSION CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. WNY-2, or in the Rules.

“Affected LSEs” has the meaning provided in Section II.2 of this Schedule D.

“CES Order” means the Order issued by the PSC entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“EP and RP Programs ZEC Costs” has the meaning provided in Section II.4.b of this Schedule D.

“Government Action” has the meaning provided in Section II.8 of this Schedule D.

“Load Serving Entity” or “LSE” has the meaning provided in the CES Order.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the EP and RP power programs as authorized in the Power Authority Act.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“Zero Emission Credit” or “ZEC” has the meaning provided in the CES Order.

“Zero Emission Credit Charge” or “ZEC Charge” means the charge to the Customer established in this Schedule D.

“ZEC Purchase Obligation” has the meaning provided in Section II.2 of this Schedule D.

“ZEC Program Year” has the meaning provided in Section II.2 of this Schedule D.

II. ZEC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-2 or the Rules, as of January 1, 2019, the Customer shall be subject to a ZEC Charge as provided in this Schedule D. The ZEC Charge shall be in addition to all other charges, fees and assessments provided for in the Agreement, Service Tariff No. WNY-2 and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the ZEC Charge.
2. As provided in the CES Order, the Public Service Commission, as part of the CES and Tier 3 of the Renewable Energy Standard, imposed an obligation on Load Serving Entities that are subject to the CES Order (“Affected LSEs”) to purchase Zero Emission Credits from NYSERDA in an amount representing the Affected LSE’s proportional share of ZECs calculated on the basis of the amount of electric load the LSE serves in relation to the total electric load served by all Load Serving Entities in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes in the State (the “ZEC Purchase Obligation”). The ZEC Purchase Obligation is implemented on the basis of program years running from April 1 through March 31 of each year (“ZEC Program Year”).
3. The ZEC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of supporting the CES and Tier 3 of the RES and implementing the EP and RP power programs in a manner that is consistent with the New York State Energy Plan. The Authority will comply with the CES and Tier 3 of the RES by applying a form of ZEC Purchase Obligation to the end-user load for which the Authority serves as a load serving entity, including the load that the Authority serves under the EP and RP power programs.
4. The ZEC Charge, which is intended to recover from the Customer costs that the Authority incurs for purchasing ZECs in quantities that are attributable to the Customer’s EP and/or RP load served under this Agreement, will be determined and assessed to the Customer as follows:
 - a. The cost of the total ZEC Purchase Obligation for all LSEs in the New York Control Area, including the Authority as a participating load serving entity, will be assessed pursuant to the methodology provided in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA based on the proportion of the forecasted total kilowatt-hours load served by

the Authority (i.e., total Authority LSE load) in relation to the forecasted total kilowatt-hours load served by all LSEs in the New York Control Area as provided in the CES Order. The ZEC Purchase Obligations may be based on initial load forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

- b. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as load serving entity, including the EP and RP load that it serves (the “EP and RP Programs ZEC Costs”). Such allocation will be based on the forecasted kilowatt-hours load of the EP and RP programs to be served by the Authority in relation to the forecasted total kilowatt-hours load served by the Authority (total Authority LSE load) for each ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of ZEC Purchase Obligations will be allocated to the EP and RP power programs based on the proportion of the actual annual kilowatt-hours load served under such programs to total actual annual kilowatt-hours load served by the Authority (total Authority LSE load).
 - c. The Authority will allocate a portion of the EP and RP Programs ZEC Costs to the Customer as the ZEC Charge based on the proportion of the Customer’s actual kilowatt-hours load for the EP and/or RP purchased by the Customer to total kilowatt-hours load served by the Authority under the EP and RP power programs (i.e., EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation referenced above will be passed through to the Customer based on the proportion of the Customer’s annual kilowatt-hours load purchased under this Agreement to total annual kilowatt-hours load served under the EP and RP power program by the Authority (EP and RP Programs level load). The ZEC Charge assessed to the Customer shall not include any costs resulting from the Authority’s inability to collect a ZEC Charge from any other Authority customer.
- 5. The Authority may, in its discretion, include the ZEC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the ZEC Charge pursuant to another Authority-established procedure.
 - 6. The Authority may, in its discretion, modify the methodology used for determining the ZEC Charge and the procedures used to implement such ZEC Charge on a nondiscriminatory basis among affected EP and RP customers, upon consideration of such matters as Public Service Commission orders modifying or implementing the CES Order, guidance issued by the New York Department of Public Service, and other information that the Authority reasonably determines to be appropriate to the determination of such methodology. The Authority shall

provide Customer with reasonable notice of any modifications to the methodology or procedures used to determine and implement the ZEC Charge.

7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. WNY-2 or the Rules.
8. If the ZEC Purchase Obligation is modified or terminated by the Public Service Commission or other controlling governmental authority (collectively, "Government Action"), the Authority shall modify or terminate the ZEC Charge, and assess any additional charges or provide any credits to the Customer, to the extent that the Authority determines such actions to be appropriate based on such Government Action.

SCHEDULE E
MONTHLY RENEWABLE ENERGY CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. WNY-2, or in the Rules.

“Alternative REC Compliance Program” has the meaning provided in Section III.1 of this Schedule E.

“Annual REC Percentage Target” has the meaning provided in Section II.2 of this Schedule E.

“CES Order” means the Order issued by the Public Service Commission entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State in the CES Order.

“Load Serving Entity” has the meaning provided in the CES Order.

“Mandatory Minimum Percentage Proportion” has the meaning provided in the CES Order.

“Monthly Renewable Energy Credit Charge” or “Monthly REC Charge” means the monthly charge to the Customer established in this Schedule E.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as described in the CES Order.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the EP and RP power programs as authorized in the Power Authority Act.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“REC Compliance Measures” mean: (1) the Authority’s procurement of RECs from NYSERDA in accordance with NYSERDA procedures and/or the CES Order; (2) the Authority’s procurement of RECs from available REC markets; (3) the Authority’s procurement of RECs from sources other than those identified in items (1) and (2) of this definition, including through a procurement process adopted by the Authority; and/or (4) any other measure that the PCS authorizes a Load Serving Entity to implement for the purpose of meeting the applicable Mandatory Minimum Percentage Proportion.

“Total Monthly EP-RP Load” has the meaning provided in Section II.3.b of this Schedule E

“Total Monthly REC Costs” has the meaning provided in Section II.3.b of this Schedule E.

II. MONTHLY REC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-2 or the Rules, as of January 1, 2019, the Customer shall be subject to a Monthly REC Charge as provided in this Schedule E. The Monthly REC Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff No. WNY-2 and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the Monthly REC Charge.
2. The Monthly REC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of complying with the CES and Tier 1 of the RES and implementing the EP and RP power programs in a manner that is consistent with the New York State Energy Plan, pursuant to which the Authority will invest in new renewable generation resources to serve its EP and RP customers. Such investments will be made through the procurement of RECs through REC Compliance Measures in quantities that are intended to address the annual Mandatory Minimum Percentage Proportions as applied by the Authority to the total EP and RP load that the Authority will serve each calendar year (the “Annual REC Percentage Target”) for the purpose of ultimately meeting the RES.
3. The Monthly REC Charge, which is intended to recover from the Customer costs that the Authority incurs for implementing REC Compliance Measures that are attributable to the Customer’s EP and/or RP load served under this Agreement, will be determined and assessed to the Customer as follows:

- a. The Authority shall have the right, for each calendar year to implement such REC Compliance Measures as it determines in its discretion to be appropriate for the purpose of meeting the Annual REC Percentage Target for the total EP and RP load that it will serve during such calendar year.
 - b. The Authority will, for each month of each calendar year, calculate the total costs ("Total Monthly REC Costs") that the Authority has incurred or estimates that it will incur from implementing RES Compliance Measures for the purpose of meeting the Annual REC Percentage Target for the total EP and RP kilowatt-hour load for the month ("Total Monthly EP-RP Load"). The Total Monthly REC Costs may be calculated based on forecasts of the Total Monthly EP-RP Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly EP-RP Load that the Authority served for the month.
 - c. Each month, the Authority will assess to the Customer, as a Monthly REC Charge, which will represent the Customer's share of the Total Monthly REC Costs assessed to the Total Monthly EP-RP Load. The Monthly REC Charge will be assessed as the proportion of the Customer's total kilowatt-hours load served by the Authority for such month to the Total Monthly EP-RP Load served by the Authority for such month, provided, however, that:
 - i. the Monthly REC Charge to the Customer shall not include any costs associated with the Authority's inability to collect the Monthly REC Charge from other Authority customers; and
 - ii. the effective per-MWh rate of the Monthly REC Charge to the Customer averaged over the REC Program Year to which the Annual REC Percentage Target applies shall not exceed the per-MWh rate of a Monthly REC Charge based on NYSERDA's published REC price for the REC Program Year.
4. The Authority may, in its discretion, include the Monthly REC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly REC Charge pursuant to another Authority-established procedure.
5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly REC Charge, conduct a reconciliation process based on the actual costs that it incurred for REC Compliance Measures and actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Customer's Monthly REC Charges during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills

for Electric Service under this Agreement or pursuant to any other procedure established by the Authority pursuant to Section II.4 of this Schedule E.

6. Notwithstanding the provisions of Section II.3 of this Schedule E, if Electric Service for the Allocation is commenced after the Authority has implemented REC Compliance Measures for the year in which such Electric Service is commenced, and as a result the Customer's load cannot be accounted for in such REC Compliance Measures, the Authority may in its discretion implement separate REC Compliance Measures in order to meet the Annual REC Percentage Target for Customer's load for the year, and bill the Customer for the costs associated with such separate REC Compliance Measures.
7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. WNY-2 or the Rules.

III. ALTERNATIVE REC COMPLIANCE PROGRAM

1. Nothing in this Schedule E shall be construed as preventing the Parties from entering into other agreements for an alternative arrangement for the Authority to meet the Annual REC Percentage Target with respect to the Customer's Allocation, including but not limited to Customer self-supply of RECs, alternative REC compliance programs and cost allocation mechanisms, in lieu of the Monthly REC Charge provided in this Schedule E (collectively, "Alternative REC Compliance Program").
2. The Authority shall communicate at least biennially with the Customer concerning implementation of the RES Compliance Program and potential Alternative REC Compliance Programs, if any, that the Authority is offering or expects to offer.



POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power Service to
Expansion Power and Replacement Power Customers
Located in Western New York

Service Tariff No. WNY-2

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Schedule of Rates for Firm Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power directly to a qualified business Customer for firm power service.

II. Abbreviations and Terms

- kW kilowatt(s)
- kW-mo. kilowatt-month
- kWh kilowatt-hour(s)
- MWh megawatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- PAL New York Public Authorities Law
- OATT Open Access Transmission Tariff issued by the NYISO

Agreement: An executed written agreement between the Authority and the Customer for the sale of Expansion Power and/or Replacement Power to the Customer.

Annual Adjustment Factor or **AAF**: This term shall have the meaning set forth in Section V herein.

Authority: The Power Authority of the State of New York, a corporate municipal instrumentality and a political subdivision of the State of New York created pursuant to Chapter 772 of the New York Laws of 1931 and existing and operating under Title 1 of Article 5 of the PAL, also known as the “New York Power Authority.”

Customer: A business entity that has received an allocation of Expansion Power and/or Replacement Power, and that purchases Expansion Power and/or Replacement Power, directly from the Authority.

Electric Service: The power and energy provided to the Customer in accordance with the Agreement, this Service Tariff and the Rules.

Expansion Power or **EP** and/or **Replacement Power** or **RP**: Firm Power and Firm Energy made available under this Service Tariff by the Authority from the Project for sale to the Customer for business purposes pursuant to PAL § 1005(5) and (13).

Firm Power: Capacity (kW) that is intended to be always available from the Project subject to the curtailment provisions set forth in the Agreement between the Authority and the Customer and this Service Tariff. Firm Power shall not include peaking power.

Firm Energy: Energy (kWh) associated with Firm Power.

Load Serving Entity or **LSE**: This term shall have the meaning set forth in the Agreement.

Load Split Methodology or **LSM**: A type of billing methodology applicable to a Customer's Allocation which determines how a Customer's total metered usage is apportioned between the power and energy supplied by the Allocation and the Customer's other source of electricity supply, if any. LSM is usually provided for in an agreement between the Authority and the Customer's local electric utility, an agreement between the Authority and the Customer, or an agreement between the Authority, the Customer and the Customer's local electric utility. The load split methodology is often designated as "Load Factor Sharing" or "LFS", "First through the Meter" or "FTM", "First through the Meter Modified" or "FTM Modified", or "Replacement Power 2" or "RP 2".

Project: The Authority's Niagara Power Project, FERC Project No. 2216.

Rate Year or **RY**: The period from July 1 through June 30. For example, RY 2018 refers to July 1, 2018 through June 30, 2019.

Rules: The Authority's rules and regulations set forth in 21 NYCRR § 450 *et seq.*, as they may be amended from time to time.

Service Tariff: This Service Tariff No. WNY-2.

All other capitalized terms and abbreviations used in this Service Tariff but not defined in this Section or other provisions of this Service Tariff shall have the same meaning as set forth in the Agreement.

III. Monthly Rates and Charges

A. Expansion Power (EP) and Replacement Power (RP) Base Rates

The rates to be charged to the Customer by the Authority shall be as follows:

Billing Period	Demand (\$/kW)	Energy (\$/MWh)
January – June 2019	7.60	13.00

1. For RY 2019 (July 2019 through June 2020 Billing Periods), 50% of the Annual Adjustment Factor ("AAF"), as described in Section V, will be applied to the demand and energy rates stated in the table above.
2. For RY 2020 (July 2020 through June 2021 Billing Periods) and each Rate Year thereafter, the AAF will be applied to the then-effective base rates for demand and energy in accordance with Section V.

B. EP and RP Rates no Lower than Rural/Domestic Rate

At all times the applicable base rates for demand and energy determined in accordance with Sections III.A and V of this Service Tariff shall be no lower than the rates charged by the Authority for the sale of hydroelectricity for the benefit of rural and domestic customers receiving service in accordance with the Niagara Redevelopment Act, 16 U.S.C. § 836(b)(1) (the "Rural/Domestic Rate"). This provision shall be implemented as follows: if the base rates, as determined in accordance with Sections III.A and V of this Service Tariff, are lower than the Rural/Domestic Rate on an average \$/MWh basis, each set of rates measured at 80% load factor which is generally regarded as representative for EP and RP Customers, then the base rates determined under Sections III.A and V of this Service Tariff will be revised to make them equal to the Rural/Domestic Rate on an average \$/MWh basis. However, the base rates as so revised will have no effect until such time as these base rates are lower than the Rural/Domestic Rate.

C. Monthly Base Rates Exclude Delivery Service Charges

The monthly base rates set forth in this Section III exclude any applicable costs for delivery services provided by the local electric utility.

D. Minimum Monthly Charge

The Minimum Monthly Charge shall equal the product of the demand charge and the Contract Demand (as defined herein). Such Minimum Monthly Charge shall be in addition to any NYISO Charges or Taxes (each as defined herein) incurred by the Authority with respect to the Customer's Allocation.

E. Estimated Billing

If the Authority, in its discretion, determines that it lacks reliable data on the Customer's actual demand and/or energy usage for a Billing Period during which the Customer receives Electric Service from the Authority, the Authority shall have the right to render a bill to the Customer for such Billing Period based on estimated demand and estimated usage ("Estimated Bill").

For the purpose of calculating a Billing Demand charge for an Estimated Bill, the demand charge will be calculated based on the Load Split Methodology that is applicable to the Customer as follows:

- For Customers whose Allocation is subject to a Load Factor Sharing/LFS LSM, the estimated demand (kW) will be calculated based on an average of the Customer's Billing Demand (kW) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated demand (kW) value for the Estimated Bill will equal the Customer's takedown (kW) amount.
- For Customers whose Allocation is subject to a First through the Meter/ FTM, FTM Modified, or RP 2 LSM, the estimated demand (kW) value will equal the Customer's takedown (kW) amount.

For the purpose of calculating a Billing Energy charge for an Estimated Bill, the energy charge will be calculated based on the Customer's Load Split Methodology as follows:

- For Customers whose Allocation is subject to a Load Factor Sharing/LFS LSM, the estimated energy (kWh) will be based on the average of the Customer's Billing Energy (kWh) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated energy value (kWh) will be equal to the takedown (kW) amount at 70 percent load factor for that Billing Period.
- For Customers whose Allocation is subject to a First through the Meter/FTM, FTM Modified, or RP 2 LSM, the estimated energy (kWh) will be equal to the takedown (kW) amount at 100 percent load factor for that Billing Period.

If data indicating the Customer's actual demand and usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The Minimum Monthly Charge provisions of Section III.D shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended and shall not be construed to limit the Authority's rights under the Agreement.

F. Adjustments to Charges

In addition to any other adjustments provided for in this Service Tariff, in any Billing Period, the Authority may make appropriate adjustments to billings and charges to address such matters as billing and payment errors, and the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G. Billing Period

The Billing Period is any period of approximately thirty (30) days, generally ending with the last day of each calendar month but subject to the billing cycle requirements of the local electric utility in whose service territory the Customer's facilities are located.

H. Billing Demand

Billing Demand shall be determined by applying the applicable billing methodology to total meter readings during the Billing Period. See Section IV.E, below.

I. Billing Energy

Billing Energy shall be determined by applying the applicable billing methodology to total meter readings during the Billing Period. See Section IV.E, below.

J. Contract Demand

The Contract Demand will be the amount of Expansion Power and/or Replacement Power, not to exceed the Allocation, provided by the Authority to the Customer in accordance with the Agreement

IV. General Provisions

A. Character of Service

Alternating current; sixty cycles, three-phase.

B. Availability of Energy

1. Subject to Section IV.B.2, the Authority shall provide to the Customer in any Billing Period Firm Energy associated with Firm Power. The offer of Firm Energy for delivery shall fulfill the Authority's obligations for purposes of this provision whether or not the Firm Energy is taken by the Customer.
2. In the event of an Adverse Water Condition, the rights and obligations of the Customer and Authority, including but not limited to such matters as Substitute Energy, Customer-Arranged Energy and responsibility for payment of costs associated therewith, will be governed by Article IX of the Agreement.

C. Delivery

For the purpose of this Service Tariff, Firm Power and Firm Energy shall be deemed to be offered when the Authority is able to supply Firm Power and Firm Energy to the Authority's designated NYISO load bus. If, despite such offer, there is a failure of delivery caused by the Customer, NYISO or local electric utility, such failure shall not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

D. Adjustment of Rates

To the extent not inconsistent with the Agreement, the base rates contained in this Service Tariff may be revised from time to time on not less than thirty (30) days written notice to the Customer.

E. Billing Methodology

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology used to determine the amount of Firm Power and Firm Energy to be billed to the Customer related to its Allocation shall be Load Factor Sharing (“LFS”) in a manner consistent with the Agreement and any applicable delivery agreement between the Authority and the Customer’s local electric utility or both as determined by the Authority. An alternative billing methodology may be used provided the Customer and the Authority agree in writing and the Customer’s local electric utility provides its consent if the Authority determines that such consent is necessary.
2. **Billing Demand** –The Billing Demand charged by the Authority to each Customer will be the highest 15 or 30-minute integrated demand, as determined by the Customer’s local electric utility, during each Billing Period recorded on the Customer’s meter multiplied by a percentage based on the LFS methodology, unless the Customer and the Authority agree in writing to an alternative billing methodology and the Customer’s local electric utility provides its consent if the Authority determines that such consent is necessary. Billing Demand may not exceed the amount of the Contract Demand.
3. **Billing Energy** –The kilowatt-hours charged by the Authority to each Customer will be the total number of kilowatt-hours recorded on the Customer’s meter for the Billing Period multiplied by a percentage based on the LFS methodology, unless the Customer and the Authority agree in writing to an alternative billing methodology and the Customer’s local electric utility provides its consent if the Authority determines that such consent is necessary.
4. With regard to LFS methodology calculations:
 - a. For every hour of the Billing Period, the Customer receives hydropower energy (Firm Energy) equal to the hourly metered load multiplied by the ratio of Customer’s Contract Demand divided by the maximum hourly metered load value recorded in a given Billing Period, such ratio not to exceed the value of 1.
 - b. When the maximum hourly metered demand for the Billing Period is less than or equal to the Contract Demand, all of the Customer’s metered load will be supplied by Firm Energy.
 - c. When the maximum hourly metered demand for the Billing Period is greater than the Contract Demand, the portion of the Customer’s metered load to be supplied by Firm Energy is as follows:
 - i. For Customer with hourly billing: the sum of the values, for each hour of the Billing Period, of the Contract Demand divided by the maximum hourly metered demand in the Billing Period multiplied by the hourly metered energy consumption.
 - ii. For Customer with monthly billing: the Contract Demand divided by the maximum hourly metered demand in the Billing Period multiplied by the total metered energy consumption during the Billing Period.
 - d. All demand values will be adjusted for losses.

F. Payment by Customer to Authority

1. Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Firm Energy during any Billing Period the higher of either (i) the sum of (a), (b) and (c) below, or (ii) the Minimum Monthly Charge (as defined herein):

- a. The demand charge per kilowatt for Firm Power specified in this Service Tariff or any modification thereof applied to the Customer's Billing Demand (as defined in Section IV.E, above) for the Billing Period; and
- b. The energy charge per MWh for Firm Energy specified in this Service Tariff or any modification thereof applied to the Customer's Billing Energy (as defined in Section IV.E, above) for the Billing Period; and
- c. A charge representing reimbursement to the Authority for all applicable Taxes incurred by the Authority as a result of providing Expansion Power and/or Replacement Power allocated to the Customer.

2. Transmission Charge

The Customer shall compensate the Authority for all transmission costs incurred by the Authority with respect to the Allocation, including such costs that are charged pursuant to the OATT.

3. NYISO Transmission and Related Charges

The Customer shall compensate the Authority for the following NYISO transmission and related charges (collectively, "NYISO Charges") assessed on the Authority for services provided by the NYISO pursuant to its OATT or other tariffs (as the provisions of those tariffs may be amended and in effect from time to time) associated with providing Electric Service to the Customer:

- A. Ancillary Services 1 through 6 and any new ancillary services as may be defined and included in the OATT from time to time;
- B. Marginal losses;
- C. The New York Power Authority Transmission Adjustment Charge ("NTAC");
- D. Congestion costs inclusive of any rents collected or owed due to any associated grandfathered transmission congestion contracts as provided in Attachment K of the OATT;
- E. Any and all other charges, assessments, or other amounts associated with deliveries to Customers or otherwise associated with the Authority's responsibilities as a Load Serving Entity for the Customers that are assessed on the Authority by the NYISO under the provisions of its OATT or under other applicable tariffs; and

- F. Any charges assessed on the Authority with respect to the provision of Electric Service to Customers for facilities needed to maintain reliability and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by the Authority with respect to Electric Service to the Customer), applicable tariffs, or required to be paid by the Authority in accordance with law, regardless of whether such charges are assessed by the NYISO or another party.

The NYISO Charges, if any, incurred by the Authority on behalf of the Customer, are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

The method of billing NYISO charges to the Customer will be based on Authority's discretion.

4. Taxes Defined

Taxes shall be any adjustment as the Authority deems necessary to recover from the Customer any taxes, assessments or any other charges mandated by federal, state or local agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer if and to the extent such taxes, assessments or charges are not recovered by the Authority pursuant to another provision of this Service Tariff.

5. Substitute Energy

The Customer shall pay for Substitute Energy, if applicable, as specified in the Agreement.

6. Payment Information

Bills computed under this Service Tariff are due and payable by electronic wire transfer in accordance with the Rules. Such wire transfer shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless otherwise indicated in writing by the Authority. The Authority may in its discretion change the foregoing account and routing information upon notice to the Customer.

7. Billing Disputes

In the event that there is a dispute on any items of a bill rendered by the Authority, the Customer shall pay such bill in full. If necessary, any adjustments will be made thereafter.

G. Rendition and Payment of Bills

1. The Authority will render bills to the Customer for Electric Service on or before the tenth (10th) business day of the month for charges due for the previous Billing Period. Such bills shall include charges for Electric Service, NYISO Charges associated with the Allocation (subject to adjustment consistent with any later NYISO re-billings to the Authority), and all other applicable charges, and are subject to adjustment as provided for in the Agreement, the Service Tariff and the Rules.
2. The Authority will charge and collect from the Customer all Taxes (including local, state and federal taxes) the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (i) the Customer is exempt from the payment of any such Taxes, and/or (ii) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (i) or (ii) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.
3. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority will render bills to the Customer electronically.
4. Payment of bills by the Customer shall be due and payable by the Customer within twenty (20) days of the date the Authority renders the bill.
5. Except as otherwise agreed by the Authority in writing, if the Customer fails to pay any bill when due an interest charge of two percent of the amount unpaid will be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent of the sum unpaid shall be added on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.
6. If at any time after commencement of Electric Service the Customer fails to make complete payment of any two (2) bills for Electric Service when such bills become due pursuant to Agreement, the Authority shall have the right to require that the Customer deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority. Such deposit will be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service. The failure or refusal of the Customer to provide the deposit within thirty (30) days of a request for such deposit will be grounds for the Authority in its discretion to suspend Electric Service to the Customer or terminate the Agreement.

Unless otherwise agreed to by the Authority and the Customer in writing, in the event the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.

H. Adjustment of Charges – Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of this Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of the Agreement and this Service Tariff or the Rules, the provisions of the Agreement shall govern.

V. Annual Adjustment Factor

A. Adjustment of Rates

1. The AAF will be based upon a weighted average of three indices described below. For each new Rate Year, the index value for the latest available calendar year ("Index Value for the Measuring Year") will be compared to the index value for the calendar year immediately preceding the latest available calendar year (the Index Value for the Measuring Year -1"). The change for each index will then be multiplied by the indicated weights. As described in detail below, these products are then summed, producing the AAF. The AAF will be multiplied by the base rate for the current Rate Year to produce the base rates for the new Rate Year, subject to a maximum adjustment of $\pm 5.0\%$ (" $\pm 5\%$ Collar"). Amounts outside the $\pm 5\%$ Collar shall be referred to as the "Excess."

Index 1, "BLS Industrial Power Price" (35% weight): The average of the monthly Producer Price Index for Industrial Electric Power, commodity code number 0543, not seasonally adjusted, as reported by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") electronically on its internet site and consistent with its printed publication, "Producer Price Index Detailed Report". For Index 1, the Index Value for the Measuring Year will be the index for the calendar year immediately preceding July 1 of the new Rate Year.

Index 2, "EIA Average Industrial Power Price" (40% weight): The average weighted annual price (as measured in cents/kWh) for electric sales to the industrial sector in the ten states of CT, MA, ME, NH, NJ, NY, OH, PA, RI and VT ("Selected States") as reported by Coal and Electric Data and Renewables Division; Office of Coal, Nuclear, Electric and Alternate Fuels; Energy Information Administration ("EIA"); U.S. Department of Energy Form EIA-861 Final Data File. For Index 2, the Index Value for the Measuring Year will be the index for the calendar year two years preceding July 1 of the new Rate Year.

Index 3, "BLS Industrial Commodities Price Less Fuel" (25% weight): The monthly average of the Producer Price Index for Industrial Commodities less fuel, commodity code number 03T15M05, not seasonally adjusted, as reported by the U.S. Department of Labor, BLS electronically on its internet site and consistent with its printed publication, "Producer Price Index Detailed Report". For Index 3, the Index Value for the Measuring Year will be the index for the calendar year immediately preceding July 1 of the new Rate Year.

2. Annual Adjustment Factor Computation Guide

- Step 1: For each of the three Indices, divide the Index Value for Measuring Year by the Index Value for the Measuring Year-1.
- Step 2: Multiply the ratios determined in Step 1 by percentage weights for each Index. Sum the results to determine the weighted average. This is the AAF.
- Step 3: Commencing RY 2014, modifications to the AAF will be subject to $\pm 5\%$ Collar, as described below.
 - a) When the AAF falls outside the $\pm 5\%$ Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the $\pm 5\%$ Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the $\pm 5\%$ Collar.

- b) Excesses will continue to accrue without limit and carry over such that they will be added to/subtracted from the AAF in any year where the AAF is within the $\pm 5\%$ Collar.

Step 4: Multiply the current Rate Year base rate by the AAF calculated in Step 2 to determine the new Rate Year base rate.

The foregoing calculation shall be performed by the Authority consistent with the sample presented in Section V.B below.

3. Subject to the provisions of Section III.A of this Service Tariff, the Authority shall provide the Customer with notice of any adjustment to the current base rate per the above and with all data and calculations necessary to compute such adjustment by June 15th of each year to be effective on July 1 of such year, commencing in 2014. The values of the latest officially published (electronically or otherwise) versions of the indices and data provided by the BLS and EIA as of June 1 shall be used notwithstanding any subsequent revisions to the indices.
4. If during the term of the Agreement any of the three above indices ceases to be available or ceases to be reflective of the relevant factors or of changes which the indices were intended to reflect, the Customer and the Authority may mutually select a substitute Index. The Customer and the Authority agree to mutually select substitute indices within 90 days, once one of them is notified by the other that the indices are no longer available or no longer reflect the relevant factors or changes which the indices were intended to reflect. Should the 90-day period cover a planned July 1 rate change, the current base rates will remain in effect until substitute indices are selected and the adjusted rates based on the substitute indices will be retroactive to the previous July 1. If the Customer and Authority are unable to reach agreement on substitute indices within the 90-day period, the Customer and the Authority agree to substitute the mathematic average of the PPI—Intermediate Materials, Supplies and Components (BLS Series ID WPUSOP2000) and the PPI-- Finished Goods (BLS Series ID WPUSOP3000) indices for one or more indices that have ceased to be available or reflective of their intended purpose and shall assume the percentage weighting(s) of the one or more discontinued indices as indicated in Section V.A.1.

B. Sample Computation of the AAF (hypothetical values for July 1, 2014 implementation):

STEP 1

Determine the Index Value for the Measuring Year (MY) and Measuring Year - 1 (MY-1) for Each Index

- Index 1 - Producer Price Index, Industrial Power

	Measuring Year <u>(2013)</u>	Measuring Year - 1 <u>(2012)</u>
January	171.2	167.8
February	172.8	167.6
March	171.6	168.2
April	173.8	168.6
May	175.1	171.6
June	185.7	180.1
July	186.4	182.7
August	184.7	179.2
September	185.5	181.8
October	175.5	170.2
November	172.2	168.8
December	171.8	166.6
Average	177.2	172.8
Ratio of MY/MY-1		1.03

- Index 2 – EIA Industrial Rate

<u>State</u>	<u>Revenues</u> ((\$000s))	<u>Sales</u> (MWh)	<u>Avg. Rate</u> (cents/kWh)
<u>Measuring Year (2012)</u>			
CT	590,972	6,814,757	
MA	1,109,723	13,053,806	
ME	328,594	4,896,176	
NH	304,363	2,874,495	
NJ	1,412,665	15,687,873	
NY	2,001,588	26,379,314	
OH	3,695,978	78,496,166	
PA	3,682,192	63,413,968	
RI	152,533	1,652,593	
VT	<u>155,903</u>	<u>2,173,679</u>	
TOTAL	13,434,511	215,442,827	6.24

Measuring Year -1 (2011)

CT	579,153	6,678,462	
MA	1,076,431	12,662,192	
ME	310,521	4,626,886	
NH	298,276	2,817,005	
NJ	1,370,285	15,217,237	
NY	1,891,501	24,928,452	
OH	3,622,058	76,926,243	
PA	3,571,726	61,511,549	
RI	144,144	1,561,700	
VT	<u>152,785</u>	<u>2,130,205</u>	
TOTAL	13,016,880	209,059,931	6.23

Ratio of MY/MY-1 **1.00**

- Index 3 – Producer Price Index, Industrial Commodities Less Fuel

	Measuring Year (2013)	Measuring Year -1 (2012)
January	190.1	187.2
February	190.9	188.0
March	191.6	188.7
April	192.8	189.9
May	194.7	191.8
June	195.2	192.3
July	195.5	192.3
August	196.0	193.1
September	196.1	193.2
October	196.2	193.8
November	196.6	193.7
December	196.7	194.0
Average	194.4	191.5
Ratio of MY/MY-1		1.02

STEP 2

Determine AAF by Summing the Weighted Indices

<u>Index</u>	<u>Ratio of MY to MY-1</u>	<u>Weight</u>	<u>Weighted Factors</u>
PPI Industrial Power	1.03	0.35	0.361
EIA Industrial Rate	1.00	0.40	0.400
PPI Industrial Commodities less fuel	1.02	0.25	<u>0.255</u>
AAF			1.016

STEP 3

Apply Collar of $\pm 5.0\%$ to Determine the Maximum/Minimum AAF.

$-5.0\% < 1.6\% < 5.0\%$; collar does not apply, assuming no cumulative excess.

STEP 4

Apply AAF to Calculate the New Rate Year Base Rate

	<u>Demand</u> \$/kW-mo.	<u>Energy</u> \$/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

New York State Power Authority

*Public Hearing
November 14, 2019*



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New York State Power Authority
535 Washington Street
Suite 202
Buffalo, New York 14203
Thursday, November 14, 2019
2:00 p.m. - 6:00 p.m.

Patricia A. Schreier

1 SPEAKERS:

2 MS. DELINCE 3, 9
3 (via video conference)
4 MR. CRIMI 5

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1 MS. DELINCE: Good afternoon. This is a public
2 hearing required by law and authorized by the New York
3 Power Authority's Board of Trustees on the proposed
4 Customer Contract for the sale of hydropower to thinking
5 Robot Studios, Inc.

6 My name is Karen Delince and I am the Authority's
7 Corporate Secretary.

8 New York State Public Authority's Law, Section
9 1009, sets forth procedures for executing certain
10 contracts negotiated by the Authority.

11 First, prior to the hearing, it requires that
12 notice of the hearing be provided. Therefore, a notice
13 was sent to the Governor, The Senate's Pro Temp, The
14 Senate Minority Leader and The Senate Finance Committee
15 Chair, The Assembly Speaker, The Assembly Minority
16 Leader and the Assembly Ways and Means Committee Chair.

17 In addition, notice appeared once a week, for the
18 four weeks leading up to this hearing, in the following
19 newspapers: Niagara Gazette, Buffalo News, Buffalo
20 Business First, Lewiston Porter Sentinel, Albany
21 Times-Union and Dunkirk Observer.

22 The public was also given access to the proposed
23 contract on the Authority's website and at the

1 Authority's White Plains office during the 30 day period
2 prior to today's hearing.

3 After the hearing, the public will be given access
4 to the hearing transcript once it is completed at
5 www.nypa.gov and at the White Plains office.

6 The next step in the process set forth in Section
7 1009 will be for NYPA Trustees to reconsider the
8 proposed contract in light of public comments.

9 Once the Trustees have completed their final
10 review, the contract will be forwarded to the Governor
11 for his consideration and approval.

12 If you plan to make an oral statement at this
13 hearing, I ask that you so indicate on the sign-in
14 sheet.

15 Also, if you have a written statement, please give
16 a copy to Joseph Crimi and one to the reporter.

17 Written statements may be of any length and will
18 appear in the record of the hearing in addition to oral
19 statements.

20 The record of the hearing will remain open for
21 additional comments through close of business Friday,
22 November 15th, 2019.

23 Additional comments should be mailed, faxed or

1 e-mailed to the Corporate Secretary at 123 Main Street,
2 9-B, White Plains, New York 10601 or (914)390-8040 or
3 secretarys.office@nypa.gov.

4 At this point, I would like to introduce Mr. Joseph
5 Crimi, the Authority's Senior Manager, Key Account
6 Management, who will provide additional details on the
7 proposed customer contract.

8 Thank you. Mr. Crimi.

9 MR. CRIMI: Thank you, Ms. Delince.

10 Good afternoon. My name is Joseph Crimi and I'm
11 the Senior Manager, Key Account Management within NYPA's
12 Commercial Operations business unit.

13 I'm here today to present a summary of a proposed
14 new contract for a prospective customer here in Western
15 New York, for the sale of hydropower generated at the
16 Niagara Power Project.

17 Regarding the contract, under Public Authorities
18 Law Section 1005 Subsection 13, the Authority may
19 allocate and sell directly or by sale-for-resale, 250 MW
20 of Expansion Power, known as EP, and 445 MW of
21 Replacement Power, known as RP, to businesses located
22 within 30 miles of the Niagara Power Project, provided
23 that the amount of EP allocated to businesses in

1 Chautauqua County on January 1, 1987 shall continue to
2 be allocated in Chautauqua County

3 Thinking Robot Studios ("TRS") was awarded a new
4 2,000-kilowatt hydropower allocation by the Authority's
5 Trustees on September 25, 2019 in return for commitments
6 made to create their business in Western New York.

7 Specifically:

8 TRS is a Canada-based manufacturer of medical
9 devices that is looking to establish a presence in
10 Western New York. It is proposing to construct a new
11 facility in Buffalo, NY which will specialize in the
12 mass customization and manufacturing of medical devices
13 utilizing industrial Grade 3D printing.

14 The new facility is estimated to be over 63,000
15 square-feet and would produce custom medical devices
16 such as orthopedic implants and systems for bone and
17 joint reconstruction.

18 The term of the RP allocation would be ten (10)
19 years. TRS has agreed to create and maintain at least
20 88 full-time employees at its Buffalo facility and will
21 commit to make capital investments of at least \$83
22 million at its facility, over the term of the
23 allocation.

1 To summarize some of the pertinent provisions that
2 are common to the proposed contract:

3 The contract provides for the direct billing of all
4 hydropower supply charges and all New York Independent
5 System Operator, Inc. ("NYISO") charges and taxes.

6 The contract includes the customer's agreed-upon
7 commitments with respect to employment, capital
8 investment and power utilization.

9 Under the contract, the Authority may reduce or
10 terminate the allocation if employment, power
11 utilization or capital investment commitments are not
12 met.

13 Relatedly, the contract includes an annual job
14 reporting requirement and a job compliance threshold of
15 90 percent. Should the company's average annual
16 employment fall below the compliance threshold of 90
17 percent of the employment commitment, the Authority may
18 reduce the amount of the allocation.

19 The contract provides for the company to perform an
20 energy audit at its facility at least once within five
21 years, helping to ensure that the customer use the
22 hydropower efficiently.

23 To address non-payment risk that could result from

1 the direct billing arrangement, the contract includes
2 commercially reasonable provisions concerning the
3 Authority's ability to charge late payment fees and to
4 require deposits in the event of the customer's failure
5 to make payment for any two monthly bills. These
6 contract provisions are consistent with other Authority
7 direct sale contracts, including the Recharge New York
8 sales contracts.

9 The contract provides for collection of a Zero
10 Emission Credit charge and a Renewable Energy Credit
11 charge to allow the Authority to recover costs it would
12 incur relating to its purchase of Zero Emission Credits
13 and Renewable Energy Credits attributable to the
14 customer's load.

15 The contract will address the allocation along with
16 the Authority's Service Tariff WNY-2 which specifies
17 rates and other terms applicable to other EP and RP
18 allocations.

19 Lastly, transmission and delivery service for the
20 allocation will be provided by National Grid or NYSEG,
21 in accordance with the utilities' Public Service
22 Commission approved delivery service tariffs.

23 As Ms. Delince stated earlier, the Authority will

1 accept your comments on the proposed contract until the
2 close of business on Friday, November 15, 2019.

3 I will now turn the hearing back to Ms. Delince.

4 MS. DELINCE: Thank you, Mr. Crimi.

5 At this point, I would like to call on speakers who
6 have signed in. Mr. Crimi, can you tell me whether
7 there are any speakers present at your location who wish
8 to provide a statement?

9 MR. CRIMI: There are no speakers present at
10 this time.

11 MS. DELINCE: All right. In that case, we will
12 recess and reconvene when speakers arrive.

13 Q. (recess)

14 MS. DELINCE: The November 14th, 2019 public
15 hearing on the proposed Customer Contract for the sale
16 of hydropower to Thinking Robot Studios, Inc., is now
17 officially closed.

18 As I previously stated, the record of the hearing
19 will remain open for additional comments through close
20 of business, Friday, November 15th, 2019.

21 Thank you and good night.

22 (Hearing concluded at 6:03 p.m.)
23

1 STATE OF NEW YORK
2 COUNTY OF ERIE

3 I, Patricia A. Schreier, a Notary Public in and for
4 the State of New York, do hereby certify:

5 That the witness, whose testimony appears herein
6 before, was, before the commencement of his testimony, duly
7 sworn to testify the truth, the whole truth and nothing but
8 the truth; that such testimony was taken pursuant to notice at
9 the time and place herein set forth; that said testimony was
10 taken down in shorthand by me and thereafter under my
11 supervision transcribed into the English language, and hereby
12 certify the foregoing testimony is a full, true and correct
13 transcription of the shorthand notes so taken.

14 I further certify that I am neither counsel for nor
15 related to any parties to said action, nor in anywise
16 interested in the outcome thereof.

17 IN WITNESS WHEREOF, I have here unto subscribed my
18 name this 25th day of November, 2019.

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20
21
22
23


Notary Public
State of New York

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POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
10th Floor
Albany, New York 12207-3425

AGREEMENT FOR THE SALE
OF UNBRANDED ST. LAWRENCE-FDR PROJECT POWER AND ENERGY

(Niagara Frontier Transportation Authority)

The POWER AUTHORITY OF THE STATE OF NEW YORK (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law (“PAL”), having its office and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425, hereby enters into this Agreement for the Sale of St. Lawrence-FDR Power Project Hydropower (“Agreement”) with Niagara Frontier Transportation Authority (“Customer”), with offices and principal place of business at 181 Ellicott Street, Buffalo, NY 14203. The Authority and the Customer are from time to time referred to in this Agreement as “Party” or collectively as “Parties” and agree as follows:

RECITALS

WHEREAS, the Authority is authorized to sell power and energy to the Customer in accordance with PAL § 1005;

WHEREAS, prior to the Effective Date, the Authority has provided the Customer with electric service in accordance with one or more written agreements to enable the Customer to receive electric service for allocations of firm power and energy sourced from the Authority’s St. Lawrence-FDR Power Project, Federal Energy Regulatory Commission (“FERC”) Project No. 2000;

WHEREAS, such allocations have consisted of a 1,000 kilowatt (“kW”) allocation for use at certain facilities in Buffalo, New York, and a 2,300 kW allocation for use at the Niagara Falls Air Force Base in Niagara Falls, NY, which are not branded under any statutory program administered by the Authority;

WHEREAS, the Authority’s Board of Trustees (“Trustees”) approved an extension of the existing allocations (defined in Article I of this Agreement as the “Allocation”) through December 31, 2024, subject to agreement on the terms and conditions for the sale of the Allocation and related matters;

WHEREAS, the Parties have reached an agreement on the terms and conditions applicable for the sale of the Allocation as provided for in this Agreement;

WHEREAS, the sale of the Allocation for the extended term will be subject to the terms and conditions set forth in this Agreement, Authority Service Tariff No. 37A, and the Rules as further provided in this Agreement; and

WHEREAS, the Authority has complied with requirements of PAL § 1009 and has been authorized to execute the Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined in schedules or appendices to this Agreement shall have the meanings set forth in such schedules or appendices.

“Adverse Water Condition” means any event or condition, including without limitation a hydrologic or hydraulic condition, that relates to the flow, level, or usage of water at or in the vicinity of the Project and/or its related facilities and structures, and which prevents, threatens to prevent, or causes the Authority to take responsive action that has the effect of preventing, the Project from producing a sufficient amount of energy to supply the full power and energy requirements of firm power and firm energy customers who are served by the Project.

“Agreement” means this Agreement, and unless otherwise indicated herein, includes all schedules, appendices and addenda thereto, as the same may be amended from time to time.

“Allocation” refers to the allocation(s) of Unbranded STL Project Power awarded to the Customer as specified in Schedule A.

“Alternative REC Compliance Program” has the meaning provided in Schedule D.

“Contract Demand” is as defined in Service Tariff No. 37A.

“Customer-Arranged Energy” means energy the Customer itself procures from sources other than the Authority for the purpose of replacing Firm Hydroelectric Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment.

“Effective Date” means the date that this Agreement is fully executed by the Parties.

“Electric Service” is the Firm Hydroelectric Power and Firm Hydroelectric Energy associated with the Allocation and sold by the Authority to the Customer in accordance with this Agreement, Service Tariff No. 37A and the Rules.

“Energy Services” has the meaning set forth in Article IV of this Agreement.

“Facility” means the Customer’s facilities as described in Schedule A to this Agreement.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“FERC License” means the first new license issued by FERC to the Authority for the continued operation and maintenance of the Project, pursuant to Section 15 of the Federal Power Act, which became effective October 22, 2003 after expiration of the Project’s original license which became effective in 1953.

“Firm Hydroelectric Power” means capacity (kW), sourced from the STL Project intended to be available at all times except for limitations provided for in this Agreement, Service Tariff No. 37A and the Rules.

“Firm Hydroelectric Energy” means energy (kWh) associated with Firm Hydroelectric Power, sourced from the STL Project.

“Hydro Project” or “STL Project” is a reference to the Authority’s St. Lawrence-FDR Power Project, FERC Project No. 2000.

“International Joint Commission” or “IJC” refers to the entity with responsibility to prevent and resolve disputes between the United States of America and Canada under the *1909 Boundary Waters Treaty* and pursues the common good of both countries as an independent and objective advisor to the two governments. The IJC rules upon applications for approval of projects affecting boundary or transboundary waters and may regulate the operation of these projects.

“Load Reduction” has the meaning set forth in Section VIII.6 of this Agreement.

“Load Serving Entity” (or “LSE”) means an entity designated by a retail electricity customer (including the Customer) to provide capacity, energy and ancillary services to serve such customer, in compliance with NYISO Tariffs, rules, manuals and procedures.

“Local Electric Utility” means one or more local electric utilities that are responsible for delivery of the Allocation to the Facility and/or whose transmission/delivery infrastructure will be used in connection with the delivery of the Allocation.

“Metering Arrangement” has the meaning set forth in Section II.8 of this Agreement.

“NYISO” means the New York Independent System Operator or any successor organization.

“NYISO Charges” has the meaning set forth in Section VI.3 of this Agreement.

“NYISO Tariffs” means the NYISO’s Open Access Transmission Tariff or the NYISO’s Market Administration and Control Area Services Tariff, as applicable, as such tariffs are modified from time to time, or any successor to such tariffs.

“Planned Hydropower Curtailment” means a temporary reduction in Firm Energy to which the Customer is entitled to receive under this Agreement made by the Authority in response to an anticipated or forecasted Adverse Water Condition.

“Rules” are the applicable provisions of Authority’s rules and regulations (Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York), as may be modified from time to time by the Authority.

“Schedule A” refers to the Schedule A entitled “Unbranded STL Project Power Allocations” which is attached to and made part of this Agreement.

“Schedule B” refers to the Schedule B entitled “Takedown Schedule” which is attached to and made part of this Agreement.

“Schedule C” refers to the Schedule C entitled “Zero Emission Credit Charge” which is attached to and made part of this Agreement.

“Schedule D” refers to the Schedule D entitled “Monthly Renewable Energy Credit Charge” which is attached to and made part of this Agreement.

“Service Information” has the meaning set forth in Section II.11 of this Agreement.

“Service Tariff No. 37A” means the Authority’s Service Tariff No. 37A, as may be modified from time to time by the Authority, which contains, among other things, the rate schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement.

“Substitute Energy” means energy that is provided to the Customer by or through the Authority for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment or an Unplanned Hydropower Curtailment.

“Takedown” means the portion of the Allocation that Customer requests to be scheduled for a specific period as provided for in Schedule B, if applicable.

“Taxes” means all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer, including any applicable “in lieu of” payments (collectively, “Taxes”).

“Unbranded STL Project Power” means Firm Hydroelectric Power and Firm Hydroelectric Energy produced by the Hydro Project that is not branded under any statutory program administered by the Authority.

“Unbranded STL Project Power Program” is a general reference to the Authority’s procedures pertaining to the allocation and sale of Unbranded STL Project Power and the administration of such sales.

“Unforced Capacity” (or “UCAP”) means the electric capacity required to be provided by LSEs to serve electric load as defined by the NYISO Tariffs, rules, manuals and procedures.

“Unplanned Hydropower Curtailment” means a temporary reduction in the amount of Firm Hydroelectric Energy to which the Customer is entitled to receive under this Agreement due to Adverse Water Condition that the Authority did not anticipate or forecast.

“Utility Tariff” means the retail tariff(s) of the Customer’s Local Electric Utility filed and approved by the Public Service Commission applicable to the delivery of Unbranded STL Project Power.

ARTICLE II

ELECTRIC SERVICE

1. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. 37A and the Rules. Unless otherwise agreed to by the Parties in writing, the Electric Service under this Agreement will commence the later of January 1, 2020 or the date this Agreement is fully executed by the Parties, provided, however that in any case Electric Service shall be subject to the other terms and conditions in this Agreement, Service Tariff No. 37A and the Rules.
2. The Customer shall not be entitled to receive Electric Service under this Agreement for any allocation unless such allocation is identified in Schedule A.
3. The Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation specified in Schedule A. If Schedule B specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.
4. The Authority shall provide UCAP in amounts necessary to meet the Customer's NYISO UCAP requirements associated with the Allocation in accordance with the NYISO Tariffs in an amount not to exceed the Contract Demand. The Customer shall be responsible to pay the Authority for such UCAP in accordance with Service Tariff No. 37A.
5. The provision of Electric Service associated with the Allocation is an unbundled service separate from the transmission and delivery of power and energy to the Customer. The Customer acknowledges and agrees that Customer's Local Electric Utility, not the Authority, shall be responsible for delivering the Allocation to the Facility specified in Schedule A in accordance with all applicable Utility Tariffs.
6. Unless otherwise agreed to by the Parties in writing, Firm Hydroelectric Power and Firm Hydroelectric Energy will sourced from the STL Project.
7. The Contract Demand for the Customer's Allocation may be modified by the Authority if the amount of Firm Hydroelectric Power and Firm Hydroelectric Energy available for sale as Unbranded STL Project Power is modified as required to comply with any ruling, order, or decision of any regulatory or judicial body having jurisdiction, including but not limited to FERC. Any such modification will be made on a pro rata basis to all other Authority customers served by the STL Project, based on the terms of such ruling, order, or decision.
8. The Customer's Facility must be metered by the Customer's Local Electric Utility in a manner satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, "Metering Arrangement"). A Metering Arrangement that is not satisfactory to the Authority shall be grounds, after notice to the Customer, for the Authority to modify, withhold, suspend, or terminate Electric Service to the Customer. If a Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination that it is unsatisfactory, the Authority

may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If a modified Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. The Authority may, in its discretion, waive any of the requirements provided for in this Section in whole or in part where in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all fees, assessments and charges that become due in accordance with this Agreement, Service Tariff No. 37A, and the Rules.

9. The Customer consents to the exchange of information between the Authority and the Customer's Local Electric Utility pertaining to the Customer that such parties determine is necessary to provide for the allocation, sale and delivery of the Allocation to the Customer, the proper and efficient provision of Electric Service to the Facility, billing related to Electric Service, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents that the Authority determines are necessary to effectuate such exchanges of information.
10. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement between the Authority and the Customer's Local Electric Utility providing for the delivery of Allocation to the Facility terms and conditions that are acceptable to the Authority, or another arrangement acceptable to the Authority.
11. The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, execute consents, and provide information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, the delivery of the Allocation, billing related to Electric Service, the effective administration of and/or the performance of contracts or other arrangements between the Authority and the Customer's Local Electric Utility. The Customer's failure to provide Service Information on a timely basis shall be grounds for the Authority in its discretion to modify, withhold, suspend, or terminate Electric Service to the Customer.

ARTICLE III

RATES, TERMS AND CONDITIONS

1. Electric Service shall be sold to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, Service Tariff No. 37A and the Rules. The Authority may waive the Minimum Monthly Demand and Energy Charges set forth in Service Tariff No. 37A for a period up to one (1) year upon written request from the Customer that is accompanied by information that demonstrates to the Authority's

satisfaction a short-term reduction or interruption of Facility operations due to events beyond the Customer's control. The Customer shall provide such information that the Authority requests during the period of any such waiver to enable the Authority to periodically evaluate the ongoing need for such waiver.

2. Notwithstanding any provision of this Agreement to the contrary, the power and energy rates for Electric Service shall be subject to increase by Authority at any time upon 30 days prior written notice to Customer if, after consideration by Authority of its legal obligations, the marketability of the output or use of the Hydro Project and Authority's competitive position with respect to other suppliers, Authority determines in its discretion that increases in rates obtainable from any other Authority customers will not provide revenues, together with other available Authority funds not needed for operation and maintenance expenses, capital expenses, and reserves, sufficient to meet all requirements specified in Authority's bond and note resolutions and covenants with the holders of its financial obligations. Authority shall use its best efforts to inform Customer at the earliest practicable date of its intent to increase the power and energy rates pursuant to this provision. With respect to any such increase, Authority shall forward to Customer with the notice of increase, an explanation of all reasons for the increase, and shall also identify the sources from which Authority will obtain the total of increased revenues and the bases upon which Authority will allocate the increased revenue requirements among its customers. Any such increase in rates shall remain in effect only so long as Authority determines such increase is necessary to provide revenues for the purposes stated in the preceding sentences.
3. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. 37A and the Rules, the Customer shall be responsible for payment of the Zero Emission Credit Charge and Monthly Renewable Energy Credit Charge provided for in Schedule C and Schedule D, respectively, of this Agreement.

ARTICLE IV

ENERGY-RELATED PROJECTS, PROGRAMS AND SERVICES

The Authority shall periodically communicate with the Customer for the purpose of informing the Customer about energy-related projects, programs and services ("Energy Services") offered by the Authority that in the Authority's view could provide value to the Customer and/or support the State's Clean Energy Standard. The Customer shall review and respond to all such offers in good faith, provided, however, that, except as otherwise provided for in this Agreement, participation in any such Energy Services shall be at the Customer's option, and subject to such terms and conditions agreed to by the Parties in one or more definitive agreements.

ARTICLE V

SERVICE TARIFF; CONFLICTS

1. A copy of Service Tariff No. 37A in effect upon the execution of this Agreement is attached to this Agreement as Exhibit 1 and will apply under this Agreement with the same force and effect as if fully set forth herein. The Customer consents to the application of Service Tariff No. 37A. Service Tariff No. 37A is subject to revision by the Authority from time to time, and if revised, the revised provisions thereof will apply under this Agreement with the same

force and effect as if set forth herein. The Authority shall provide the Customer with prior written notice of any revisions to Service Tariff No. 37A unless otherwise stated in this Agreement, Service Tariff No. 37A, or the Rules.

2. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No. 37A and the Rules, the provisions of Service Tariff No. 37A shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. 37A, or the Rules, the provisions of this Agreement shall govern.

ARTICLE VI

TRANSMISSION AND DELIVERY

1. The Customer shall be responsible for:
 - a. complying with all requirements of its Local Electric Utility (including any other interconnecting utilities) that are necessary to enable the Customer to receive delivery service for the Allocation. Delivery of the Allocation shall be subject to the Utility Tariff;
 - b. paying its Local Electric Utility for delivery service associated with the Allocation in accordance with the Utility Tariff, and if the Authority incurs any charges associated with such delivery service, reimbursing the Authority for all such charges; and
 - c. obtaining any consents and agreements from any other person that are necessary for the delivery of the Allocation to the Facility, and complying with the requirements of any such person, provided that any such consents, agreements and requirements shall be subject to the Authority's approval.
2. The Authority will use good faith efforts to provide the Customer with at least one year's advance notice of the scheduled expiration of any Historic Fixed Price Transmission Congestion Contract to the extent same is applicable to the Allocation. After issuance of any such notice, the Authority will make itself available at reasonable times to collaborate with the Customer to discuss potential risk-hedging options that might be available following expiration of such contract.
3. The Authority will act as the LSE with respect to the NYISO or arrange for another entity to do so on the Authority's behalf, for the Allocation. Unless otherwise agreed to by the Authority, the Authority will not serve as the LSE for any other power or energy needed or used by the Customer.
4. The Customer understands and acknowledges that delivery of the Allocation will be made over transmission facilities under the control of the NYISO. The Customer agrees and understands that it shall be responsible to the Authority for all costs incurred by the Authority with respect to the Allocation for the services established in the NYISO Tariff, or other

applicable tariff (“NYISO Charges”), as set forth in Service Tariff No. 37A or any successor service tariff, regardless of whether such NYISO Charges are transmission-related.

ARTICLE VII

BILLING AND BILLING METHODOLOGY

1. The billing methodology for the Allocation shall be determined on a “load factor sharing” basis in a manner consistent with the Utility Tariff and any agreement between the Authority and the Customer’s Local Electric Utility. An alternative basis for billing may be used provided the Parties agree in writing and the local electric utility provides its consent if such consent is deemed necessary.
2. The Authority will render bills to the Customer for Electric Service relating to the Customer’s Allocation on or before the fifteenth (15th) business day of the month for charges due for the previous Billing Period. Bills will reflect the amounts due in accordance with the Agreement, Service Tariff No. 37A and the Rules, and are subject to adjustment as provided for in the Agreement, Service Tariff No. 37A and the Rules. Bills will include NYISO Charges and Taxes associated with the Allocation and all other applicable charges, fees and assessments provided for in the Agreement, Service Tariff No. 37A and the Rules. NYISO Charges shall be subject to adjustment consistent with any subsequent NYISO re-billings to the Authority.
3. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.
4. Bills are due and payable by the Customer within twenty (20) days of the date on which the Authority renders the bill. Unless otherwise agreed to by the Authority in writing, bills are due and payable by electronic wire transfer in accordance with the Rules. Such wire transfer shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless otherwise indicated in writing by the Authority.
5. The Authority and the Customer may agree in writing to an alternative method for the rendering of bills and for the payment of bills, including but not limited to the use of an Authority-established customer self-service web portal.
6. The Authority will charge and collect from the Customer all Taxes that the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (a) the Customer is exempt from the payment of any such Taxes, and/or (b) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (i) or (ii) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.
7. If the Customer fails to pay any bill when due, the Authority may add an interest charge of two percent (2%) of the amount unpaid thereto as liquidated damages, and thereafter, as further liquidated damages, may add an additional interest charge of one and one-half percent

(1 1/2%) of the unpaid sum shall be added on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.

8. If the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.
9. If at any time after commencement of Electric Service the Customer fails to make complete and timely payment of any two (2) bills for Electric Service, the Authority may in its discretion: (a) require the Customer to deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority, which sum shall be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service; (b) suspend Electric Service; or (c) modify or terminate Electric Service. If the Customer fails or refuses to provide a security deposit within thirty (30) days of a request pursuant to this provision, the Authority may modify, suspend, or terminate Electric Service to the Customer.
10. The rights and remedies provided to the Authority in this Article are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE VIII

HYDROPOWER CURTAILMENTS AND SUBSTITUTE ENERGY

1. The Customer shall, on a form provided by the Authority, elect to either (a) purchase Substitute Energy from the Authority, or (b) rely on Customer-Arranged Energy, for the purpose of replacing Firm Hydroelectric Energy that is not supplied to the Customer due to a Planned Hydropower Curtailment. The Customer shall make its election in accordance with the time period and other requirements prescribed in such form. The election shall apply for the entire calendar year identified in the form.
2. The Customer may change its election on a form provided by the Authority by giving the Authority notice of such change no later than the first day of November preceding the calendar year to which the Customer intends such change to become effective. Such change shall be effective on the first day of January following the Authority's receipt the Customer's notice and shall remain in effect unless it is changed in accordance with the provisions of Section VIII.1.
3. In the event of an anticipated or planned Adverse Water Condition, the Authority will have the right in its discretion to implement Planned Hydropower Curtailments. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project. The Authority will provide the Customer with advance notice of Planned Hydropower Curtailments that in the Authority's judgment will impact Electric Service to the Customer no later than the tenth business day of the month prior to the month in which the Planned Hydropower Curtailment is expected to occur unless the Authority is unable to provide such notice due to the circumstances that impede such notice, in which case the Authority will provide such advance notice that is practicable under the circumstances.

4. If the Customer elected to purchase Substitute Energy from the Authority, the Authority shall provide Substitute Energy to the Customer during all Planned Hydropower Curtailments. Unless otherwise agreed upon by the Parties in writing, Substitute Energy shall be sourced from markets administered by the NYISO. The Authority may require the Customer to enter into one or more separate agreements to facilitate the provision of Substitute Energy to the Customer.
5. If the Customer elected to rely on Customer-Arranged Energy, the Authority shall have no responsibility to provide the Customer with Substitute Energy during any Planned Hydropower Curtailment, and the Customer shall be responsible for the procurement, scheduling, delivery and payment of all costs associated with Customer-Arranged Energy.
6. The Customer shall have the right to reduce its load in response to a Planned Hydropower Curtailment (a "Load Reduction"), provided, however, that the Customer shall, on an Authority form, provide the Authority with no less than seven (7) days' advance notice of the time period(s) during when the Load Reduction will occur, the estimated amount of the Load Reduction (demand and energy), and all other information required by such form. The Authority will confirm whether the notice provides the required information and proposed Load Reduction has been accepted. The Customer shall reimburse the Authority for all costs that the Authority incurs as a result of the Customer's failure to provide such notice.
7. In the event of an Adverse Water Condition that the Authority did not anticipate or forecast, the Authority shall have the right in its discretion to implement Unplanned Hydropower Curtailments. The Unplanned Hydropower Curtailments will be implemented on a non-discriminatory basis as to all Authority customers that are served by the Project.
8. The Authority will provide the Customer with notice of Unplanned Hydropower Curtailments that in the Authority's judgment will impact Electric Service to the Customer within five (5) business days after the first occurrence of an Unplanned Hydropower Curtailment that occurs within a month, and thereafter will provide the Customer with reasonable notice under the circumstances of the potential for any other Unplanned Hydropower Curtailments that are expected to occur within such month or beyond. The Authority will give the Customer notice of any Unplanned Hydropower Curtailments that the Authority believes are likely to exceed forty-eight (48) continuous hours in duration.
9. Notwithstanding the Customer's election pursuant to Section VIII.1, the Authority shall provide the Customer with Substitute Energy during Unplanned Hydropower Curtailments.
10. For each kilowatt-hour of Substitute Energy provided by the Authority during a Planned Hydropower Curtailment, the Customer shall pay the Authority directly during the billing month: (1) the difference between the market cost of the Substitute Energy and the charge for Firm Hydroelectric Energy as provided for in this Agreement; and (2) any NYISO charges and taxes the Authority incurs in connection with the provision of such Substitute Energy. Unless otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Planned Hydropower Curtailments shall be governed by the provisions of Service Tariff No. 37A relating to the rendition and payment of bills for Electric Service.

11. The Customer shall be responsible for all costs associated with the Authority's provision of Substitute Energy during Unplanned Hydropower Curtailments. Unless otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Unplanned Hydropower Curtailments shall be governed by the provisions of Service Tariff No. 37A relating to the rendition and payment of bills for Electric Service.
12. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods.
13. The Customer shall not be entitled to power and energy sourced from another Authority power facility, including another Authority hydropower project, as Substitute Energy.

ARTICLE IX

EFFECTIVENESS, TERM AND TERMINATION

1. This Agreement shall become effective and legally binding on the Parties on the Effective Date.
2. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (a) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (b) termination by the Authority pursuant to this Agreement, Service Tariff No. 37A, or the Rules; or (c) expiration of the Allocation by its own term as specified in Schedule A.
3. The Customer may exercise a partial termination of the Allocation upon at least sixty (60) days' prior written notice to the Authority. The Authority will effectuate the partial termination as soon as practicable after receipt of such notice taking account of the Authority's internal procedures and requirements of the Customer's Local Electric Utility.
4. The Authority may cancel service under this Agreement or modify the quantities of Firm Hydroelectric Power and Firm Hydroelectric Energy associated with the Allocation: (1) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC or its successor agency); or (2) as otherwise provided in this Agreement, Service Tariff No. 37A, or the Rules.

ARTICLE X

EXTENSIONS OF ALLOCATION; AWARD OF ADDITIONAL ALLOCATIONS

1. The Customer may apply to the Authority for an extension of the term of the Allocation identified in Schedule A:
 - a. during the eighteen (18) month period immediately preceding the scheduled expiration of the Allocation;
 - b. pursuant to any other process that the Authority establishes; or
 - c. with the Authority's written consent.

2. Upon proper application by the Customer, the Authority may in accordance with applicable law and Authority procedures award additional allocations of power and energy to the Customer at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional allocation, the Authority will (a) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, as the Authority determines to be appropriate. The Authority will furnish the Customer with any such modified Schedule A or supplemental schedule within a reasonable time after commencement of Electric Service for any such additional allocation.
3. In addition to any requirements imposed by law, the Customer hereby agrees to furnish such documentation and other information as the Authority requests to enable the Authority to evaluate any requests for extension of the Allocation or additional allocations and consider the terms and conditions that should be applicable of any extension or additional allocations.

ARTICLE XI

NOTICES

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To: The Authority

New York Power Authority
123 Main Street
White Plains, New York 10601
Email: MED-BPAC@nypa.gov
Facsimile: (914) 390-8156
Attention: Manager – Business Power Allocations and Compliance

To: The Customer

Niagara Frontier Transportation Authority

Address: _____

Email: _____

Facsimile: _____

Attention: _____ (Name/ Title)

2. The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.1.
3. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2)

calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (e) on the date of transmission if sent by electronic communication to the appropriate address as set forth above, with confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XII

SUCCESSORS AND ASSIGNS; RESALE OF HYDROPOWER

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party. Notwithstanding the foregoing sentence, the Authority may require such approvals, and such consents and other agreements from the Customer and other parties, that the Authority determines are necessary in order to effectuate any such assignment.
2. The Customer may not transfer any portion of the Allocation to any other person, or a location different than the Facility, unless: (a) the Authority in its discretion authorizes the transfer; (b) all other requirements applicable to a transfer, including board approvals, are satisfied; and (c) the transfer is effectuated in a form and subject to such terms and conditions approved by the Authority. Any purported transfer that does not comply with the foregoing requirements shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.
3. The Customer may not sell any portion of the Allocation to any other person. Any purported sale shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.

ARTICLE XIII

MISCELLANEOUS

1. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the FERC License, superseding federal laws or regulations, and rulings by the IJC and without regard to conflicts of law provisions.

2. Venue

The Parties: (a) consent to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement; (b) agree to accept service of process; and (c) will not raise any

argument of inconvenient forum.

3. Previous Agreements; Modifications; and Interpretation

- a. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation and the subject matter of the Agreement, and supersedes all previous communications and agreements between the Parties, oral or written, with reference to the sale of the Allocation.
- b. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.
- c. No provision shall be construed against a Party on the basis that such Party drafted such provision.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC or a court of competent jurisdiction, such order shall not be deemed to invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

ARTICLE XIV
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all Parties hereto. The delivery of an executed counterpart of this Agreement as a PDF or similar file type transmitted via electronic mail, cloud

based server, e-signature technology or similar electronic means shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A
UNBRANDED STL PROJECT POWER ALLOCATIONS

Customer: Niagara Frontier Transportation Authority

No.	Allocation Amount (kW)	Facility and Address	Trustee Approval Date	Allocation Expiration Date
1	1,000	1. Delavan Station, 16 E. Delavan Avenue, Buffalo, NY 14208 2. Yards and Shops Station, 33 South Park Avenue, Buffalo, NY 14203	December 11, 2019*	December 31, 2024
2	2,300	Niagara Falls Air Force Base, Niagara Falls, New York, 14304	December 11, 2019**	December 31, 2024

For Authority Internal Reference Only

*Trustee approval date for original allocation: May 28, 1985

**Trustee approval date for original allocation: December 16, 2003

SCHEDULE B

TAKEDOWN SCHEDULE

SCHEDULE C
ZERO EMISSION CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. 37A, or in the Rules.

“Affected LSEs” has the meaning provided in Section II.2 of this Schedule C.

“CES Order” means the Order issued by the PSC entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“Government Action” has the meaning provided in Section II.8 of this Schedule C.

“Load Serving Entity” or “LSE” has the meaning provided in the CES Order.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under its Unbranded STL Project Power Program.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“Unbranded STL Project Power Program ZEC Costs” has the meaning provided in Section II.4.b of this Schedule C.

“Zero Emission Credit” or “ZEC” has the meaning provided in the CES Order.

“Zero Emission Credit Charge” or “ZEC Charge” means the charge to the Customer established in this Schedule C.

“ZEC Program Year” has the meaning provided in Section II.2 of this Schedule C.

“ZEC Purchase Obligation” has the meaning provided in Section II.2 of this Schedule C.

II. ZEC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. 37A or the Rules, as of January 1, 2019, the Customer shall be subject to a ZEC Charge as provided in this Schedule C. The ZEC Charge shall be in addition to all other charges, fees and assessments provided for in the Agreement, Service Tariff No. 37A and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the ZEC Charge.
2. As provided in the CES Order, the Public Service Commission, as part of the CES and Tier 3 of the Renewable Energy Standard, imposed an obligation on Load Serving Entities that are subject to the CES Order (“Affected LSEs”) to purchase Zero Emission Credits from NYSERDA in an amount representing the Affected LSE’s proportional share of ZECs calculated on the basis of the amount of electric load the LSE serves in relation to the total electric load served by all Load Serving Entities in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes in the State (the “ZEC Purchase Obligation”). The ZEC Purchase Obligation is implemented on the basis of program years running from April 1 through March 31 of each year (“ZEC Program Year”).
3. The ZEC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of supporting the CES and Tier 3 of the RES and implementing its Unbranded STL Project Power Program in a manner that is consistent with the New York State Energy Plan. The Authority will comply with the CES and Tier 3 of the RES by applying a form of ZEC Purchase Obligation to the end-user load for which the Authority serves as a Load Serving Entity, including the load that the Authority serves under its Unbranded STL Project Power Program.
4. The ZEC Charge, which is intended to recover from the Customer costs that the Authority incurs for purchasing ZECs in quantities that are attributable to the Customer’s Unbranded STL Project Power load, will be determined and assessed to the Customer as follows:

- a. The cost of the total ZEC Purchase Obligation for all LSEs in the New York Control Area, including the Authority as a participating Load Serving Entity, will be assessed pursuant to the methodology provided in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA based on the proportion of the forecasted total kilowatt-hours load served by the Authority (i.e., total Authority LSE load) in relation to the forecasted total kilowatt-hours load served by all LSEs in the New York Control Area as provided in the CES Order. The ZEC Purchase Obligations may be based on initial load forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.
 - b. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as Load Serving Entity, including Unbranded STL Project Power load that it serves (the “Unbranded STL Project Power Program ZEC Costs”). Such cost allocation will be based on the forecasted kilowatt-hours load of Unbranded STL Project Power Program load to be served by the Authority in relation to the forecasted total kilowatt-hours load served by the Authority (total Authority LSE load) for each ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of ZEC Purchase Obligations will be allocated to such Unbranded STL Project Power Program load based on the proportion of the actual annual kilowatt-hours load served under such program to total actual annual kilowatt-hours load served by the Authority (total Authority LSE load).
 - c. The Authority will allocate a portion of the Unbranded STL Project Power Program ZEC Costs to the Customer as the ZEC Charge based on the proportion of the Customer’s actual kilowatt-hours load for Unbranded STL Project Power purchased by the Customer to total kilowatt-hours load served by the Authority for all Unbranded STL Project Power Program (i.e., Unbranded STL Project Power Program level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation referenced above will be passed through to the Customer based on the proportion of the Customer’s annual kilowatt-hours load purchased under this Agreement to total annual kilowatt-hours load served Unbranded STL Project Power (Unbranded STL Project Power Program level load). The ZEC Charge assessed to the Customer shall not include any costs resulting from the Authority’s inability to collect a ZEC Charge from any other Authority customer.
5. The Authority may, in its discretion, include the ZEC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the ZEC Charge pursuant to another Authority-established procedure.

6. The Authority may, in its discretion, modify the methodology used for determining the ZEC Charge and the procedures used to implement such ZEC Charge on a nondiscriminatory basis among affected Unbranded STL Project Power customers, upon consideration of such matters as Public Service Commission orders modifying or implementing the CES Order, guidance issued by the New York Department of Public Service, and other information that the Authority reasonably determines to be appropriate to the determination of such methodology. The Authority shall provide Customer with reasonable notice of any modifications to the methodology or procedures used to determine and implement the ZEC Charge.
7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. 37A or the Rules.
8. If the ZEC Purchase Obligation is modified or terminated by the Public Service Commission or other controlling governmental authority (collectively, "Government Action"), the Authority shall modify or terminate the ZEC Charge, and assess any additional charges or provide any credits to the Customer, to the extent that the Authority determines such actions to be appropriate based on such Government Action.

SCHEDULE D
MONTHLY RENEWABLE ENERGY CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. 37A, or in the Rules.

“Alternative REC Compliance Program” has the meaning provided in Section III.1 of this Schedule D.

“Annual REC Percentage Target” has the meaning provided in Section II.2 of this Schedule D.

“CES Order” means the Order issued by the Public Service Commission entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State in the CES Order.

“Load Serving Entity” has the meaning provided in the CES Order.

“Mandatory Minimum Percentage Proportion” has the meaning provided in the CES Order.

“Monthly Renewable Energy Credit Charge” or “Monthly REC Charge” means the monthly charge to the Customer established in this Schedule D.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“REC Compliance Measures” means: (1) the Authority’s procurement of RECs from NYSERDA in accordance with NYSERDA procedures and/or the CES Order; (2) the Authority’s procurement of RECs from available REC markets; (3) the Authority’s procurement of RECs from sources other than those identified in items (1) and (2) of this definition, including through a procurement process adopted by the Authority; and/or (4) any other measure that the PSC authorizes a Load Serving Entity to implement for the purpose of meeting the applicable Mandatory Minimum Percentage Proportion.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as described in the CES Order.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the Unbranded STL Project Power Program as authorized in the Power Authority Act.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“Total Monthly REC Costs” has the meaning provided in Section II.3.b of this Schedule D.

“Total Monthly Unbranded STL Project Power Load” has the meaning provided in Section II.3.b of this Schedule D.

II. MONTHLY REC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. 37A or the Rules, as of January 1, 2019, the Customer shall be subject to a Monthly REC Charge as provided in this Schedule D. The Monthly REC Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff No. 37A and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the Monthly REC Charge.
2. The Monthly REC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of complying with the CES and Tier 1 of the RES and implementing its Unbranded STL Project Power Program in a manner that is consistent with the New York State Energy Plan, pursuant to which the Authority will invest in new renewable generation resources to serve its Unbranded STL Project Power customers. Such investments will be made through the procurement of RECs through REC Compliance Measures in quantities that are intended to address the annual Mandatory Minimum Percentage Proportions as applied by the Authority to the total Unbranded STL Project Power load that the Authority will serve each calendar year (the “Annual REC Percentage Target”) for the purpose of ultimately meeting the RES.

3. The Monthly REC Charge, which is intended to recover from the Customer costs that the Authority incurs for implementing REC Compliance Measures that are attributable to the Customer's Unbranded STL Project Power load served under this Agreement, will be determined and assessed to the Customer as follows:
 - a. The Authority shall have the right, for each calendar year to implement such REC Compliance Measures as it determines in its discretion to be appropriate for the purpose of meeting the Annual REC Percentage Target for the total Unbranded STL Project Power load that it will serve during such calendar year.
 - b. The Authority will, for each month of each calendar year, calculate the total costs ("Total Monthly REC Costs") that the Authority has incurred or estimates that it will incur from implementing RES Compliance Measures for the purpose of meeting the Annual REC Percentage Target for the total Unbranded STL Project Power ("Total Monthly Unbranded STL Project Power Load"). The Total Monthly REC Costs may be calculated based on forecasts of the Total Monthly Unbranded STL Project Power Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly Unbranded STL Project Power Load that the Authority served for the month.
 - c. Each month, the Authority will assess to the Customer, as a Monthly REC Charge, which will represent the Customer's share of the Total Monthly REC Costs assessed to the Total Monthly Unbranded STL Project Power Load. The Monthly REC Charge will be assessed as the proportion of the Customer's total kilowatt-hours load served by the Authority for such month to the Total Monthly Unbranded STL Project Power Load served by the Authority for such month, provided, however, that:
 - i. the Monthly REC Charge to the Customer shall not include any costs associated with the Authority's inability to collect the Monthly REC Charge from other Authority customers; and
 - ii. the effective per-MWh rate of the Monthly REC Charge to the Customer averaged over the REC Program Year to which the Annual REC Percentage Target applies shall not exceed the per-MWh rate of a Monthly REC Charge based on NYSERDA's published REC price for the REC Program Year.
4. The Authority may, in its discretion, include the Monthly REC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly REC Charge pursuant to another Authority-established procedure.

5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly REC Charge, conduct a reconciliation process based on the actual costs that it incurred for REC Compliance Measures and actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Customer's Monthly REC Charges during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or pursuant to any other procedure established by the Authority pursuant to Section II.4 of this Schedule D.
6. Notwithstanding the provisions of Section II.3 of this Schedule D, if Electric Service for the Allocation is commenced after the Authority has implemented REC Compliance Measures for the year in which such Electric Service is commenced, and as a result the Customer's load cannot be accounted for in such REC Compliance Measures, the Authority may in its discretion implement separate REC Compliance Measures in order to meet the Annual REC Percentage Target for Customer's load for the year, and bill the Customer for the costs associated with such separate REC Compliance Measures.
7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. 37A or the Rules.

III. ALTERNATIVE REC COMPLIANCE PROGRAM

1. Nothing in this Schedule D shall be construed as preventing the Parties from entering into other agreements for an alternative arrangement for the Authority to meet the Annual REC Percentage Target with respect to the Customer's Allocation, including but not limited to Customer self-supply of RECs, alternative REC compliance programs and cost allocation mechanisms, in lieu of the Monthly REC Charge provided in this Schedule D (collectively, "Alternative REC Compliance Program").
2. The Authority shall communicate at least biennially with the Customer concerning implementation of the RES Compliance Program and potential Alternative REC Compliance Programs, if any, that the Authority is offering or expects to offer.



POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Electric Service Tariff for the Sale of Unbranded
Firm St. Lawrence-FDR Project Power and Energy

Service Tariff No. 37A

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Schedule of Rates for Firm Hydroelectric Power and Energy Service

I. Applicability

To sale of unbranded St. Lawrence-FDR Hydroelectric Project firm power and firm energy (as further defined below) to the Customer.

II. Abbreviations and Terms

A. The following abbreviations are used:

kW	kilowatt(s)
kWh	kilowatt-hour(s)
NYPA	New York Power Authority
NYISO	New York Independent System Operator

B. The term “Agreement” means the contract between the Authority and the Customer setting forth the terms and conditions relating to the provision of Electric Service to the Customer and to which this Service Tariff relates.

C. The term “Authority” means the Power Authority of the State of New York, also known as the New York Power Authority.

D. The term “Billing Demand” has the meaning set forth in Section IV.D.1. of this Service Tariff.

E. The term “Billing Energy” has the meaning set forth in Section IV.D.2. of this Service Tariff.

F. The term “Contract Demand” has the meaning set forth in Section III.D. of this Service Tariff.

G. The term “Customer” means the Authority’s co-party to the Agreement.

H. The term “Energy” or “Firm Hydroelectric Energy” means energy (kWh) associated with Firm Hydroelectric Power.

I. The term “Load Factor Share” or “LFS” has the meaning set forth in Section IV.D.3. of this Service Tariff.

- J. The term "Power" or "Firm Hydroelectric Power" means capacity (kW) from the Project, intended to be available at all times except for limitations as provided in the Agreement, this Service Tariff or the Rules.
- K. The term "Project" means the Authority's St. Lawrence-FDR Hydroelectric Project.
- L. The term "Rules" means Authority's Rules and Regulations for Power Service (Part 454 of Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York, 21 NYCRR § 454) as now in effect and as may be later amended from time to time by Authority.
- M. The term "Service Tariff" means this Service Tariff No. 37A.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement. If not defined herein or in the Agreement, any such capitalized terms and abbreviations shall have the meaning ascribed to them in the NYISO Tariffs, if any, unless the context requires otherwise.

III. Monthly Rates and Charges

A. Monthly Base Rates

The monthly demand and energy charges paid by Customer to Authority shall be based on the preference power rates charged by Authority, as shown below.

<u>Period</u>	<u>Demand Rate</u> \$/kW-month of contract demand	<u>Energy Rate</u> Mills/kWh
5/1/2019 until superseded/adjusted*	4.07	4.92

*The Monthly Base Rates and Charges shall be subject to adjustment in the same manner and on the same schedule as are the monthly rates and charges for Authority customers that receive Electric Service under Authority Service Tariff No. 38A and Service Tariff No. 39A.

The demand rate and energy rate set forth above will apply at the Project switchyard.

B. Minimum Monthly Demand Charge

The product of the demand rate set forth above and the Contract Demand.

C. Minimum Monthly Energy Charge

The product of the energy rate set forth above and the amount of energy allocated under this Service Tariff.

D. Contract Demand

The maximum hydroelectric kilowatts contracted for in the Agreement, as measured at the Authority's generating station switchyard, subject to modification as provided in General Provision F of this Service Tariff.

E. Billing Period

Any period of approximately thirty (30) days, generally ending with the last day of each calendar month.

F. NYISO Transmission and Related Charges ("NYISO Charges")

The Customer shall compensate the Authority for the following NYISO Charges assessed on the Authority, if any, for services provided by the NYISO or any successor organization pursuant to its Open Access Transmission Tariff ("OATT") or other tariffs (as the provisions of those tariffs may be amended and in effect from time to time) which are associated with Customer's purchase of hydro power and energy under its contract for the sale of hydro power and energy with Authority:

1. Ancillary Services 1 through 6 and any new ancillary services as may be defined and included in the OATT from time to time;
2. Marginal losses;
3. The New York Power Authority Transmission Adjustment Charge ("NTAC");
4. Congestion costs, less any associated grandfathered Transmission Congestion Contracts ("TCCs") as provided in Attachment K of the OATT;
5. Any and all other charges, assessments or other amounts associated with deliveries to Customer or otherwise associated with the Authority's responsibilities as agent for the Customer in the performance of Load Serving Entity functions that are assessed on the Authority by the NYISO or any successor organization under the provisions of its OATT or under other applicable tariffs; and
6. Any charges assessed on the Authority with respect to service to Customers for facilities needed to maintain reliability or incurred in connection with the NYISO's Comprehensive System Planning Process (including both economic projects and reliability backstop projects) with respect to power service to Customers under this Service Tariff, or required to be paid by the Authority in accordance with law, whether charged by the NYISO or some other third party.

The NYISO Charges in this section, to the extent applicable, are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

G. Taxes and Other Charges

The charges under this Service Tariff shall be subject to adjustment as Authority deems necessary to recover from Customer any rates, taxes, assessments charged to Authority or any other charges mandated by federal, state and local agencies that are levied on the Authority or that the Authority is required to collect from its Customer if and to the extent such rates, charges, taxes or assessments are not recovered by Authority pursuant to another provision of this Service Tariff.

IV. General Provisions

General provisions for service supplementing the Agreement and the Rules with regard to deliveries to Customer are as follows:

A. Character of Service

Alternating current, 60 hertz, three-phase.

B. Adjustment of Rates

The rates for power and energy contained in this Service Tariff may be revised by the Authority from time to time on not less than 30 days written notice to Customer.

C. Adjustment of Charges

1. Transformer Losses

If delivery is made at transmission voltage but metered on the low-voltage side of Customer's substation, the meter readings will be adjusted by an amount based upon the manufacturer's actual test report for such transformer or for a transformer of similar age and type, or in the absence of such test reports, the meter readings will be increased two percent to compensate for transformer losses.

2. Power Factor

Customer shall maintain a power factor at the point of delivery of not less than 90 percent lagging or leading.

D. Billing Methodology

1. Billing Demand

The highest 15- or 30-minute integrated demand charged by the Authority, as determined by the Customer's Local Electric Utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Factor Share ("LFS") methodology, as defined in IV.D.3. Billing Demand may not exceed the amount of the Contract Demand.

2. Billing Energy

The kilowatt-hours charged by the Authority to the Customer will be the total number of kilowatt-hours recorded on the Customer's meter for the Billing Period multiplied by a percentage based on the LFS methodology.

3. LFS Methodology Calculation

- a. For every hour of the Billing Period, the Customer receives hydropower energy (Firm Energy) equal to the hourly metered load multiplied by the ratio of Customer's Contract Demand divided by the maximum hourly metered load value recorded in a given Billing Period, such ratio not to exceed the value of 1.
- b. When the maximum hourly metered demand for the Billing Period is less than or equal to the Contract Demand, all of the Customer's metered load will be supplied by Firm Hydroelectric Energy.
- c. When the maximum hourly metered demand for the Billing Period is greater than the Contract Demand, the portion of the Customer's metered load to be supplied by Firm Hydroelectric Energy is as follows:
 - i. For Customer with hourly billing: the sum of the values, for each hour of the Billing Period, of the Contract Demand divided by the maximum hourly metered demand in the Billing Period multiplied by the hourly metered energy consumption.
 - ii. For Customer with monthly billing: the Contract Demand divided by the maximum hourly metered demand in the Billing Period multiplied by the total metered energy consumption during the Billing Period.
- d. All demand values will be adjusted for losses.

E. Construction, Operation and Maintenance of the Customer's Power System

For the purpose herein, Customer's power system shall mean the power system of Customer and of any purchaser, transmitter or distributor designated by Customer to receive or handle the power contracted for herein, and for the purposes of this Provision, Authority's power system shall mean all facilities over which power and energy are delivered to Customer or Customer's Transmission/Distribution Agent(s), whether or not owned by the Authority. Customer shall require all such purchasers, transmitters, or distributors to construct, operate and maintain their power system and/or electrical equipment in a manner which will not interfere with any service supplied from Authority's power system. If, after reasonable notice of an unsatisfactory condition on Customer's power system, which interferes or may interfere with any service supplied from Authority's power system, Customer fails or refuses to cause such changes to be made as may be necessary to eliminate such unsatisfactory condition, Authority may discontinue furnishing electric service to Customer so long as such interference exists. Such a discontinuance of electric service will not relieve Customer of liability for the minimum monthly charges provided for herein during the term said electric service is so discontinued. Nothing in this paragraph shall be construed to render Authority liable for any claims, demands, costs, losses, causes of action, damages, or liability of whatsoever kind or nature arising out of or resulting from the construction, operation or maintenance of Customer's power system.

F. Cancellation of Modification

Electric Service hereunder shall be subject to cancellation by Customer for any reason upon 90 days prior written notice to Authority. The Authority may cancel service hereunder or modify the quantities of power and associated energy allocated to Customer (1) if cancellation or modification is deemed warranted by Authority's Trustees (a) by reason of any ruling, order or decision of any regulatory or judicial body having jurisdiction in the premises, or (b) to comply with any state or federal law affecting the allocation of Authority power and energy. Such cancellation or modification to be effective in accordance with the terms of any such ruling, order, decision or law or (2) as otherwise provided herein or in Authority's Rules. The foregoing rights and remedies are in addition to the Authority's rights and remedies provided in the Agreement and the Rules.

G. Apportionment of Service

If Customer combines service under this Service Tariff with power and energy from any other source(s), the portion of the total power and energy utilized by Customer from all sources shall be apportioned to this Service Tariff as determined by Authority and the provider of such other service.

H. Payment by Customer for Firm Hydroelectric Power and Firm Hydroelectric Energy

Terms and conditions relating to Customer billing are set forth in the Agreement.

I. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of this Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of the Agreement and this Service Tariff or the Rules, the provisions of the Agreement shall govern.

v. Flow Adjustment Computation ("FAC")

The energy charges under this Service Tariff, and the applicable service tariffs associated with the Project are subject to a credit or surcharge pursuant to a FAC in any rate year following a calendar year for which the Project Rate Stabilization Reserve ("RSR") is greater than \$+25 million, or less than \$-25 million, respectively. The RSR will be used to ensure rate stability and cost recovery and its level will be determined and any credit or surcharge for the succeeding rate year will be calculated after the prior calendar year's costs and generation levels are known. Any credit or surcharge will be applied on a uniform basis to the monthly billing statements rendered pursuant to this Service Tariff during the succeeding rate year.

The FAC is inapplicable in any rate year succeeding a calendar year at the end of which the RSR is within the \$+25 million to \$-25 million range. If at the end of any calendar year, the RSR is determined to exceed \$+25 million, such excess amount will be credited pro-rata to Customer during the succeeding rate year pursuant to the FAC. If the RSR at the end of any calendar year is determined to be less than \$-25 million, the difference below \$-25 million will be surcharged pro-rata to Customer during the succeeding rate year pursuant to the FAC.

To the extent that there is a balance in the RSR (positive or negative) on the effective date of service under the applicable agreement(s), arising out of service under a prior agreement for the sale of Project power and energy, that RSR balance shall be carried forward and maintained as the balance as of the effective date of service under such applicable agreement(s).

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PUBLIC HEARING

Contract for Sale of Hydropower to

Niagara Frontier Transportation Authority

March 4, 2020

2:00 p.m to 6:00 p.m.

Frank S. McCullough, Jr. Hawkins Point Visitors Center

St. Lawrence/FDR Power Project

830 Barnhart Island

Massena, New York 13662

1 APPEARANCES

2

3 Patricia Wilson
Northern New York Project Manager
4 New York Power Authority
Massena, New York 13662
5

6 Karen Delince (Via Video Conference)
Corporate Secretary
7 New York Power Authority
White Plains, New York 10601
8

9 Lorna Johnson (Via Video Conference)
Sr. Associate Corporate Secretary
10 New York Power Authority White
Plains, New York 10601
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1 MS. DELINCE: Good afternoon. This is a public
2 hearing required by law and authorized by the New York
3 Power Authority's Board of Trustees on the proposed
4 Customer Contract of the sale of hydropower to Niagara
5 Frontier Transportation Authority. My name is Karen
6 Delince and I am the Authority's Corporate Secretary.

7 New York State's Public Authority's Law, Section
8 1009, sets forth procedures for executing certain contracts
9 negotiated by the Authority. First, prior to the hearing,
10 it requires that notice of the hearing be provided.
11 Therefore, a notice was sent to the Governor, the Senate
12 President Pro Temp, the Senate Minority Leader and the
13 Senate Finance Committee Chair, the Assembly Speaker, the
14 Assembly Minority Leader and the Assembly Ways and Means
15 Committee Chair.

16 In addition, notices appeared once a week for the
17 four weeks leading up to this hearing in the following
18 newspapers: Albany Times Union, Massena Daily Courier
19 Observer, Buffalo News, Plattsburgh Press-Republican,
20 Syracuse Post-Standard and Watertown Daily Times. The
21 public was also given access to the proposed contract on
22 the Authority's website and at the Authority's White Plains
23 office during the 30-day period prior to today's hearing.

1 After the hearing, the public will be given
2 access to the hearing transcript, once it is completed, at
3 www.nypa.gov and at the White Plains office.

4 The next step in the process set forth in Section
5 1009 will be for the NYPA Trustees to reconsider the
6 proposed contract in light of public comment. Once the
7 Trustees have completed their final review, the contract
8 will be forwarded to the Governor for his consideration and
9 approval.

10 If you plan to make an oral statement at this
11 hearing, I'd ask that you so indicate on the sign-in sheet.
12 Also, if you have a written statement, please give a copy
13 to Patricia Wilson and one to the reporter. Written
14 statements may be of any length and will appear in the
15 record of the hearing in addition to oral statements.

16 The record of the hearing will remain open for
17 additional comments through close of business Thursday,
18 March 5th, 2020. Additional comments should be mailed or
19 e-mailed to the Corporate Secretary at 123 Main Street,
20 9-B, White Plains, New York 10601, or
21 secretarys.office@nypa.gov.

22 At this point I would like to introduce Patricia
23 Wilson, the Authority's Economic Development Manager for

1 the North Country, who will provide additional details on
2 the proposed customer contract. Thank you. Ms. Wilson.

3 MS. WILSON: Thank you, Ms. Delince. Good
4 afternoon. My name is Patricia Wilson and I'm the Economic
5 Development Manager for the North Country within NYPA's
6 Commercial Operations business unit.

7 I'm here today to present a summary of a proposed
8 new contract for an existing customer in Western New York
9 for the sale of hydropower generated here at the
10 St. Lawrence Power Project. Public Authority's Law Section
11 1005, relating to the power and duties of the Authority,
12 states, quote, The Authority is authorized, to the extent
13 it deems it necessary or desirable, to provide power and
14 energy, as it may determine it to be available, for the use
15 by the Niagara Frontier Transportation Authority or its
16 subsidiary corporation, close quote.

17 At their meeting on December 11, 2019, the
18 Trustees approved an extension of a 1,000 kilowatt
19 allocation and a 2,300 kilowatt allocation of
20 St. Lawrence Hydropower previously awarded to the Niagara
21 Frontier Transportation Authority through December 31st,
22 2024. At this meeting the Trustees also approved Service
23 Tariff No. 37A and authorized a public hearing on the

1 proposed contract for the sale of these allocations
2 pursuant to Public Authorities Law Section 1009.

3 The 1,000 kilowatt allocation is for use at two
4 Niagara Frontier Transportation Authority
5 facilities/operations in Buffalo, New York. The Niagara
6 Frontier Transportation Authority's light-rail system in
7 the Buffalo-Niagara region, known as Metro Rail, provides
8 one of the most environmentally friendly, safe and
9 affordable modes of public transportation in the region.
10 These transportation services continue to play a key role
11 in supporting economic development and growth of the
12 region. The Niagara Frontier Transportation Authority's
13 light-rail corridor is home to Western New York's largest
14 concentration of employment, population and university
15 enrollment.

16 The 2,300 kilowatt allocation is for use at the
17 Niagara Frontier Transportation Authority's Niagara Falls
18 International Airport to support continued operation of the
19 Niagara Falls Air Base located at the airport. The Niagara
20 Falls Air Base plays a critical role in the defense of the
21 nation, while also serving as one of the largest employers
22 in Niagara County. The base is home to the 914th Airlift
23 Wing of the United State Air Force and the 107th Air

1 Refueling Wing of the New York Air National Guard. The
2 allocation supports vital military missions and further
3 protects jobs at the base by providing a source of low-cost
4 electricity.

5 The following is a summary of some of the
6 provisions addressed in the contract in Service Tariff
7 No. 37A: The term of the contract is five years beginning
8 January 1st, 2020. Transmission and delivery service would
9 be provided by the Niagara Frontier Transportation
10 Authority's local utility in accordance with the utility's
11 Public Service Commission-approved delivery service tariff.
12 The contract would provide for the direct billing of all
13 production charges, that is, demand and energy, as well as
14 all New York Independent System Operator, Inc. charges,
15 plus taxes or any other required assessments. The contract
16 includes the provision of substitute energy in the event of
17 hydropower curtailments caused by adverse water conditions
18 that impact power project operations. The contract
19 provides for collection of a Zero Emission Credit Charge
20 and a Renewable Energy Credit Charge to allow the Authority
21 to recover costs it incurs relating to its purchase of Zero
22 Emission Credits and Renewable Energy Credits attributable
23 to the Niagara Frontier Transportation Authority's loads.

1 Due to the Niagara Frontier Transportation
2 Authority's status as a government entity and the unique
3 purposes served by the allocations, the contract does not
4 provide for any supplemental commitments related to job
5 creation or retention or capital investment that would be
6 found in contracts with a private entity.

7 As Ms. Delince stated earlier, the Authority will
8 accept your comments on the proposed contract until the
9 close of business on Thursday, March 5th, 2020. I will now
10 turn the hearing back to Ms. Delince.

11 MS. DELINCE: Thank you, Ms. Wilson. At this
12 point I would like to call on speakers who have signed in.
13 Ms. Wilson, are there any speakers present at your location
14 who wish to provide a statement?

15 MS. WILSON: We do not currently have anybody
16 wishing to provide a statement.

17 MS. DELINCE: In that case, we will recess now
18 and reconvene when speakers arrive. Thank you.

19 (Recess taken)

20 MS. DELINCE: It's 6 p.m. on March 4, 2020. The public
21 hearing on the proposed customer contract for the sale of
22 hydropower to Niagara Frontier Transportation Authority is
23 now officially closed. As previously stated,

1 the record of the hearing will remain open for additional
2 comments through close of business Thursday, March 5th,
3 2020. Thank you and good night.

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5 (End of Public Hearing at 6:01 p.m.)

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1 STATE OF NEW YORK)

2 COUNTY OF ST. LAWRENCE)

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5 I, Heidi C. Simmons, a Notary Public in the state of
6 New York, do hereby certify that the foregoing public
7 hearing was taken before me at the place as stated in the
8 caption hereto, at Page 1 hereof; that the foregoing
9 typewritten transcription, consisting of pages numbered 3
10 to 9, inclusive, was produced to the best of my ability of
11 said hearing.

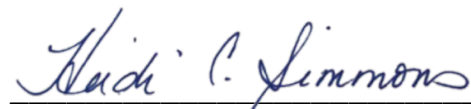
12 IN WITNESS WHEREOF, I have hereunto subscribed my name
13 this, the 5th day of March, 2020.

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Heidi C. Simmons, Notary Public
State of New York

County of St. Lawrence

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My commission expires: 08/27/21

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POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
10th Floor
Albany, New York 12207-3425

**AGREEMENT FOR THE SALE OF
HIGH LOAD FACTOR POWER**

(Somerset Big Water Data LLC)

The Power Authority of the State of New York (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title 1 of Article 5 of the New York Public Authorities Law (“PAL”), with offices and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425 (“Authority”), hereby enters into this Agreement for the Sale of High Load Factor Power (“Agreement”) with Somerset Big Water Data LLC, with offices located at 7725 Lake Road, Barker, NY 14012 (“Customer”). The Authority and the Customer are from time to time referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

ARTICLE I

DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined in schedules, appendices and/or exhibits to this Agreement shall have the meanings set forth in such schedules or appendices.

“Agreement” means this Agreement as further described in the preamble, including all schedules, appendices and other materials incorporated into the Agreement.

“Allocation” means the amount of High Load Factor Power allocated to the Customer that is specified in Schedule A.

“Billing Period” has the meaning set forth in Service Tariff No. HLF-1.

“Contract Demand” has the meaning set forth in Service Tariff No. HLF-1.

“Effective Date” means the date that this Agreement is fully executed by the Parties.

“Electric Service” is Firm Market Power and Firm Market Energy associated with the Allocation and sold to the Customer in accordance with the provisions of this Agreement, Service Tariff No. HLF-1 and the Rules.

“Eligible Entity” means a business entity that normally utilizes a minimum electric demand of 5,000 kW, that will normally utilize energy at the rate of approximately 540 kWh per month for each kW of demand, and for which the cost of electricity normally represents at least 7.5% of its total product value.

“Energy Services” has the meaning set forth in Article IX of this Agreement.

“Expansion Project” has the meaning set forth in Section VI.2 of this Agreement.

“Facility” means the Customer’s place of business specified in Schedule A to this Agreement that will receive or is receiving the Allocation.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“Firm Market Energy” has the meaning set forth in Service Tariff No. HLF-1.

“Firm Market Power” has the meaning set forth in Service Tariff No. HLF-1.

“High Load Factor Power” or “HLF Power” means high load factor power and energy that the Authority is authorized to allocate and sell under PAL § 1005, which for purposes of this Agreement consists of Firm Market Power and associated Firm Market Energy as further described herein and in Service Tariff No. HLF-1.

“Load Serving Entity” (or “LSE”) means an entity that provides capacity, energy and ancillary services to a consumer in compliance with NYISO Tariffs, rules, manuals and procedures.

“Local Electric Utility” means one or more local electric utilities that will be responsible for delivery of the Allocation to the Facility and/or whose transmission/delivery infrastructure will be used in connection with the delivery of the Allocation.

“Maximum Metered Demand” has the meaning specified in Schedule B of this Agreement.

“Metering Arrangement” has the meaning set forth in Section II.9 of this Agreement.

“NYEM” means the New York Energy Manager, an energy management center owned and operated by the Authority.

“NYEM Agreement” means a written agreement between the Authority and the Customer providing for the Facility’s enrollment and Customer’s participation in NYEM.

“NYEM Participation” has the meaning specified in Schedule B of this Agreement.

“NYISO” means the New York Independent System Operator, Inc. or any successor organization.

“NYISO Charges” has the meaning set forth in Service Tariff No. HLF-1.

“NYISO Tariffs” has the meaning set forth in Service Tariff No. HLF-1.

“Physical Energy Audit” means a physical evaluation of the Facility in a manner approved by the Authority that includes at a minimum the following elements: (a) an assessment of the Facility’s energy use, cost and efficiency which produces an energy utilization index for the Facility (such as an Energy Use Intensity or Energy Performance Indicator); (b) a comparison of the Facility’s energy utilization index to indices for similar buildings/facilities; (c) an analysis of low-cost/no-cost measures for improving energy efficiency; (d) a listing of potential capital

improvements for improving energy consumption; and (e) an initial assessment of potential costs and savings from such measures and improvements.

“PSC” means the Public Service Commission of the State of New York.

“Reporting Period” has the meaning set forth in Section II.1 of Schedule B of this Agreement, subject to change without notice.

“Rules” refers to the Authority's Rules and Regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as may be modified from time to time by the Authority.

“Schedule A” refers to the Schedule A entitled “High Load Factor Power Allocations” which is attached to and made part of this Agreement.

“Schedule B” refers to the Schedule B entitled “HLF Power Supplemental Commitments” which, along with its attachments/appendices, is attached to and made part of the Agreement.

“Schedule C” refers to the Schedule C entitled “Takedown Schedule” which is attached to and made part of the Agreement.

“Schedule D” refers to the Schedule D entitled “Monthly Clean Energy Implementation Charge” which is attached to and made part of this Agreement.

“Service Information” has the meaning set forth in Section II.11 of this Agreement.

“Service Tariff No. HLF-1 or “Service Tariff” means the Authority’s Service Tariff No. HLF-1, issued on or about the Effective Date, as modified from time to time by the Authority, which contains, among other things, the schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement.

“Supplemental Commitments” has the meaning set forth in Section VI.1.

“Supplemental Power” means default or supplemental power and associated energy that is required by the Customer because the Customer’s Allocation does not satisfy its full electric load.

“Takedown” means the portion of the Allocation that Customer requests to be scheduled for a specific period as provided for in Schedule C, if applicable.

“Takedown Schedule” means a schedule agreed to by the Parties pursuant to which the Allocation will be made available to the Customer.

“Taxes” have the meaning set forth in Service Tariff No. HLF -1.

“Unforced Capacity” or “UCAP” has the meaning set forth in Service Tariff No. HLF-1.

“Utility Tariff” means the retail tariff(s) of the Customer’s Local Electric Utility filed and approved by the PSC, which addresses the terms and conditions for the delivery of HLF Power.

ARTICLE II

ELECTRIC SERVICE

1. The Authority will make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, the Service Tariff and the Rules. A copy of Service Tariff No. HLF-1 in effect on or about the date of the execution of this Agreement is attached to this Agreement as Exhibit 1 and will apply under this Agreement with the same force and effect as if fully set forth herein.
2. The Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation specified in Schedule A. The Customer is not be entitled to receive Electric Service under this Agreement for any HLF allocation unless such HLF allocation is identified in Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.
3. The Contract Demand may not exceed the Allocation.
4. As part of its Electric Service to the Customer, the Authority will provide UCAP, and the Customer be responsible for paying the Authority for such UCAP, in accordance with Service Tariff No. HLF-1.
5. The commencement of Electric Service is subject to the terms of this Agreement, Service Tariff No. HLF-1, the Rules, applicable operating procedures of the Authority, and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO.
6. The provision of Electric Service associated with the Allocation is an unbundled service separate from the transmission and delivery of power and energy to the Customer. The Customer acknowledges and agrees that one or more Local Electric Utilities will be responsible for delivering the Allocation to the Facility, and therefore the Authority has no responsibility for delivering the Allocation to the Facility. Unless otherwise agreed to by the Authority in writing, the Customer shall be responsible for securing the agreement or consent of any party that is needed for delivery of the Allocation to the Facility.
7. The provision of Electric Service by the Authority is dependent upon the existence of a written agreement between the Authority and the Customer’s Local Electric Utility, or another arrangement acceptable to the Authority, providing for the delivery of HLF Power to the Facility on terms and conditions that are acceptable to the Authority.
8. Service Tariff No. HLF-1 is subject to revision by the Authority from time to time, and if revised, the revised provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority will provide at least thirty (30) days prior

written notice to the Customer of any proposed change in the Rules or Service Tariff No. HLF-1.

9. The Customer's Facility must be metered by the Customer's Local Electric Utility in a manner satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, "Metering Arrangement"). A Metering Arrangement that is not satisfactory to the Authority shall be grounds for the Authority in its sole discretion to withhold, suspend, or terminate Electric Service to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may in its sole discretion withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. The Authority may, in its sole discretion, waive any of the requirements provided for in this Section II.9 in whole or in part where, in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all charges that become due in accordance with this Agreement, Service Tariff No. HLF-1 and the Rules.
10. The Customer consents to the exchange of information between the Authority and the Customer's Local Electric Utility pertaining to the Customer that such parties determine is necessary to provide for the sale and delivery of HLF Power to the Customer, the proper and efficient implementation of the HLF Power program, billing related to HLF Power, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents that the Authority determines are necessary to effectuate such exchanges of information.
11. The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, provide documentation, execute consents and provide other information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, the delivery of HLF Power, billing related to the HLF Power Program, the effective and proper administration of the HLF Power program, and/or the performance of contracts or other arrangements between the Authority and the Customer's Local Electric Utility. The Customer's failure to provide such Service Information on a timely basis shall be grounds for the Authority in its sole discretion to modify, suspend, or terminate Electric Service to the Customer.
12. The Authority may modify, suspend or terminate Electric Service under this Agreement or modify, suspend, or terminate the quantities of power and energy associated with any Allocation: (a) if such modification, suspension, or termination is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent

jurisdiction; (b) if the Customer ceases to be an Eligible Entity; (c) if the Authority ceases to be authorized to allocate and sell HLF Power; or (d) as otherwise provided in this Agreement, Service Tariff No. HLF-1, or in the Rules. Unless such notice is not practicable, the Authority will provide thirty (30) days prior written notice to the Customer before any such modification, suspension, or termination pursuant to this provision.

ARTICLE III

RATES, TERMS AND CONDITIONS

1. Electric Service shall be sold to the Customer in accordance with this Agreement, Service Tariff No. HLF-1 and the Rules.
2. The Service Tariff and the Rules may be amended from time to time by the Authority and, if revised, the revised provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed change in the Service Tariff or the Rules. No amendment to the Service Tariff or the Rules shall affect the determination of rates for Electric Service to the Customer during the term of the Agreement except insofar as otherwise authorized by this Agreement. This provision shall not limit the Authority's discretion to determine rates applicable to allocations of power and energy awarded to the Customer beyond or in addition to the Allocation.
3. No provision of this Agreement, Service Tariff No. HLF-1, or the Rules, or any other action by the Authority, shall be construed as a promise, warranty, or any representation of any nature whatsoever, express or implied, by the Authority, that:
 - a. the provision of Electric Service under this Agreement will result in the Customer at any time during the term of the Allocation, paying less for Electric Service than it would otherwise pay had it procured electric service from another source for the load served under this Agreement;
 - b. the Customer will receive an economic, reliability, or other benefit that is not expressly stated in this Agreement or the Service Tariff; or
 - c. the Customer is eligible to receive, and/or will receive, a discount, exemption, dispensation, credit, or other form of benefit (collectively, "Exemption") related to the delivery or transmission of the Allocation, or that any such Exemption, to the extent it is applicable as of the Effective Date, will continue to apply at any time throughout the term of the Allocation.
4. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. HLF-1 and the Rules, the Customer shall be subject to the Monthly Clean Energy Implementation Charge provided in Schedule D.

ARTICLE IV
BILLING; BILLING METHODOLOGY

1. The billing methodology for the Allocation shall be determined on a “load factor sharing” basis in a manner consistent with the Utility Tariff and any agreement between the Authority and the Customer’s Local Electric Utility. An alternative basis for billing may be used provided the Parties agree in writing and the Local Electric Utility provides its consent if such consent is deemed necessary.
2. Except as otherwise provided in this Agreement, all other provisions with respect to billing are set forth in the Service Tariff and the Rules.
3. The rights and remedies provided to the Authority in this Article are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE V
TRANSMISSION AND DELIVERY

1. The Customer understands and acknowledges that delivery of the Allocation will be made over transmission facilities under the control of the NYISO. The Authority will act as the LSE with respect to the NYISO or arrange for another entity to do so on the Authority’s behalf, with respect to the Allocation. The Authority will not act as the LSE or perform any LSE functions with respect to any other power or energy required or consumed by Customer. The Customer shall be responsible to the Authority for all costs incurred by the Authority with respect to the Allocation for the services established in the NYISO Tariff, or other applicable tariff (“NYISO Charges”), as set forth in Service Tariff No. HLF-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related.
2. The Customer shall be responsible for procuring and paying for the procurement, transmission and delivery of all Supplemental Power required by the Customer. If the Authority incurs any charges associated with the procurement, transmission, or delivery of such Supplemental Power, the Customer shall reimburse the Authority for all such charges.
3. The Customer shall be responsible for:
 - a. complying with all requirements of its Local Electric Utility (including any other interconnecting utilities) that are necessary to enable the Customer to receive delivery service for the Allocation.
 - b. paying its Local Electric Utility for delivery service associated with the Allocation in accordance with the Utility Tariff, and if the Authority incurs any charges

associated with such delivery service, reimbursing the Authority for all such charges; and

- c. obtaining any consents and agreements from any other person that are necessary for the delivery of the Allocation to the Facility, and complying with the requirements of any such person, provided that any such consents, agreements and requirements shall be subject to the Authority's approval.
4. The Customer shall be solely responsible for paying the Local Electric Utility for delivery of the Allocation in accordance with all applicable Utility Tariffs. If the Authority incurs any charges associated with such delivery, the Customer shall be responsible for reimbursing the Authority for all such charges.
5. Delivery of the Allocation shall be subject to the Utility Tariff as applicable.

ARTICLE VI

HLF POWER SUPPLEMENTAL COMMITMENTS

1. Schedule B sets forth the Customer's "HLF Power Supplemental Commitments" ("Supplemental Commitments"). The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's timely performance of the Supplemental Commitments described in Schedule B as further provided in this Agreement. The Customer's Supplemental Commitments are in addition to all other commitments and obligations provided in this Agreement.
2. If Schedule B provides for the construction of a new facility or an expansion of an existing facility (collectively, "Expansion Project"), and the Customer fails to complete the Expansion Project by the date specified in Schedule B, the Authority may, in its discretion, (i) cancel the Allocation, or (ii) if it believes that the Expansion Project will be completed in a reasonable time, agree with the Customer to extend the time for completion of the Expansion Project.
3. If the Expansion Project results in a completed Facility that is only partially operational, or is material different than the Expansion Project agreed to in Schedule B (as measured by such factors as size, capital investment expenditures, capital improvements, employment levels, estimated energy demand and/or other criteria determined by the Authority to be relevant), the Authority may, in its discretion, on its own initiative or at the Customer's request, make a permanent reduction to the Allocation and Contract Demand to an amount that the Authority determines to fairly correspond to the completed Facility.
4. The Customer shall give the Authority not less than ninety (90) days' advance written notice of the anticipated date of completion of an Expansion Project. The Authority will inspect the Expansion Project for the purpose of verifying the status of the Expansion Project and notify Customer of the results of the inspection. The Authority will thereafter

commence Electric Service within a reasonable time subject to the other provisions of this Agreement based on applicable operating procedures of the Authority, Customer's Local Electric Utility and NYISO.

5. In the event of an Expansion Project being completed in multiple phases, at the Customer's request the Authority may, in its discretion, allow commencement of part of the Allocation upon completion of any such phase, provided the Authority will similarly inspect the Expansion Project for the purpose of verifying the status of the completed phase of the Expansion Project. Upon such verification by the Authority of any such completed phase, the Authority, in its discretion, will determine an amount of kW that fairly corresponds to the completed phase of the Expansion Project, taking into account relevant criteria such as any capital expenditures, increased employment levels, and/or increased electrical demand associated with the completed phase of the Expansion Project.
6. Nothing in this Article is intended to limit the Authority's rights and remedies provided for in the other provisions of this Agreement, including without limitation the provisions in Schedule B of this Agreement.

ARTICLE VII

CONFLICTS

In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No. HLF-1 and the Rules, the provisions of Service Tariff No. HLF-1 will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff No. HLF-1 or the Rules and any provisions of this Agreement, the provisions of this Agreement will govern.

ARTICLE VIII

ADDITIONAL ALLOCATIONS

Upon proper application by the Customer, the Authority may in accordance with applicable law and Authority procedures decide to award additional allocations of HLF Power to the Customer at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional allocations, the Authority may in its sole discretion: (a) modify Schedule A to this Agreement or issue a supplemental Schedule A to reflect any additional allocations, and issue a modified Schedule B if the Authority determines such action to be appropriate; or (b) offer the Customer a separate contract with the Authority for the purchase of any additional allocations.

ARTICLE IX

ENERGY SERVICES

The Authority may periodically communicate with the Customer for the purpose of informing the Customer about energy-related projects, programs and services ("Energy Services") offered by the Authority that in the Authority's view could provide value to the Customer and/or provide other benefits, such as support the State's Clean Energy Standard. The Customer agrees

to consider all such Authority communications in good faith, provided, however, that, except as otherwise provided for in this Agreement, participation in any such Energy Services shall be at the Customer's option, and subject to such terms and conditions agreed to by the Parties in one or more definitive agreements.

ARTICLE X

NOTICES

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To Authority:

Manager, Business Power Allocations & Compliance
New York Power Authority
123 Main Street
White Plains, New York 10601
Telephone: (914) 681-6200
Facsimile: (914) 390-8156
Electronic mail: ContractDocs@nypa.gov

To Customer:

Name:

Title:

Company:

Address:

Telephone:

Facsimile:

Electronic mail:

2. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; (e) if sent by electronic mail to the appropriate address as set forth above, with written confirmation of receipt; or (f) if sent by electronic file or data transfer to the appropriate address as set forth above, with written confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XI
SUCCESSORS AND ASSIGNS; TRANSFERS; RESALE

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party.
2. The Customer may not transfer any portion of the Allocation, or any right or contract associated with the Allocation, to any other person, or to a location different than the Facility, unless: (a) the Authority in its discretion agrees in writing to the transfer; and (b) all other requirements applicable to a transfer, including board approvals, are satisfied. In addition, the Authority may require such approvals, and such consents and other agreements from the Customer and other parties, that the Authority determines are necessary in order to effectuate any such assignment. Any purported transfer that does not comply with the foregoing requirements shall be invalid and constitute grounds for the Authority in its sole discretion to suspend Electric Service, or and terminate the Allocation and/or this Agreement.
3. The Customer may not sell any portion of the Allocation to any other person. Any purported sale shall be invalid and constitute grounds for the Authority in its sole discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.

ARTICLE XII
EFFECTIVENESS; TERMINATION; EFFECT

1. This Agreement shall become effective and legally binding on the Parties on the Effective Date.
2. Electric Service under this Agreement shall continue until the earliest of: (a) termination by the Customer with respect to all of the Allocation upon at least ninety (90) days prior written notice to the Authority; (b) termination by Authority in accordance with this Agreement, Service Tariff No. HLF-1 and/or the Rules; or (c) expiration of the term of the Allocation. Notwithstanding termination of the Agreement or expiration of the term of the Allocation, each Party's rights and obligations to render invoices, and make and receive payments for deliveries and performance rendered prior to termination, and with respect to audit, reporting, review, adjustments and disputes, shall remain in effect until fully discharged.
3. The Customer may exercise a partial termination of the Allocation upon at least ninety (90) days prior written notice to the Authority. Unless otherwise agreed to by the Parties in writing, the termination shall be effective commencing with the first Billing Period following the required ninety-day prior written notice period. In the event of a partial termination, the Authority will furnish the Customer with a revised Schedule A which

reflects the revised Allocation and a revised Schedule B to the extent the Authority deems it appropriate.

4. The Authority may cancel service under this Agreement or modify the quantities of Firm Market Power and Firm Market Energy associated with the Allocation: (a) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC or its successor agency); or (b) as otherwise provided in this Agreement, Service Tariff No. HLF-1 or the Rules.

ARTICLE XIII **MISCELLANEOUS**

1. Choice of Law

Any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

2. Venue

Each Party consents to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement.

3. Previous Agreements, Communications and Representations Amendment; and Interpretation

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation and the other subject matter of this Agreement, and supersedes all previous communications between the Parties hereto, either oral or written, including price estimates, with reference to the sale of the Allocation, provided, however, that the Customer shall remain liable to the Authority for all duties, liabilities, charges and obligations due in accordance with any prior agreement. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them. No provision shall be construed against a Party on the basis that such Party drafted such provision.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to

any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of an administrative agency or court of competent jurisdiction, such order shall not invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

ARTICLE XIV
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the Persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement by facsimile, email as a PDF file or other acceptable file format that appropriately captures the signature, or electronic signature, and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

SOMERSET BIG WATER DATA LLC

By: _____

Name (Print): _____

Title (Print): _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Name: Keith T. Hayes

Title: Senior Vice President, Clean Energy Solutions

Date: _____

SCHEDULE A
HIGH LOAD FACTOR POWER ALLOCATION(S)

Customer: Somerset Big Water Data LLC				
Type of Allocation	Allocation Amount (kW)	Facility and Address	Trustee Approval Date	Allocation Expiration Date
HLF	90,000 kW	7725 Lake Road, Barker, NY 14012	December 11, 2019	Ten (10) years from the date of commencement of Electric Service

SCHEDULE B

HLF POWER SUPPLEMENTAL COMMITMENTS

The provision of HLF Power to the Customer is in consideration of, among other things, the supplemental commitments made by the Customer as provided for in this Schedule B.

ARTICLE I **HLF POWER SUPPLEMENTAL COMMITMENTS**

1. Employment

The Customer shall establish and maintain the employment level set forth in Appendix 1 of this Schedule B (the “Base Employment Level”). Unless otherwise provided for in Schedule B, such Base Employment Level shall be the total number of full-time positions held by: (a) individuals employed by the Customer at the Facility identified in Appendix 1 of this Schedule B; and (b) individuals who are contractors or are employed by contractors of the Customer and who are assigned to such Facility (collectively, “Base Level Employees”). The number of Base Level Employees shall not include individuals employed on a part-time basis (less than 35 hours per week); provided, however, that two individuals each working at least 20 hours but not more than 35 hours per week shall be counted as one Base Level Employee.

The Customer shall not establish or maintain the Base Employment Level by transfers of employees from previously held positions with the Customer or its affiliates located within New York State, except that the Base Employment Level may be filled by employees of the Customer laid off from other Customer facilities for bona fide economic or management reasons.

The Authority may consider a request to change the Base Employment Level based on a claim of increased productivity, increased efficiency, or adoption of new technologies or for other appropriate reasons as determined by the Authority. The Authority shall have the sole discretion to make any such change.

2. Capital Investment

The Customer shall make the scheduled capital investments provided in Appendix 2 to this Schedule B.

3. Power Utilization

For each month the Authority provides Electric Service to the Customer, the Customer shall utilize the entire Allocation, as represented by the Contract Demand, provided, however, that if only part of the Allocation is being utilized in accordance with Schedule C, the Customer shall utilize such part of the Allocation.

SCHEDULE B

4. Energy Efficiency and Conservation Program

The Customer shall implement an energy efficiency and conservation program at the Facility through either: (a) enrollment of the Facility and participation in NYEM in accordance with a NYEM Agreement; or (b) a Physical Energy Audit of the Facility. Either option shall be at the Customer's own expense.

After the Effective Date, the Authority will transmit to the Customer a NYEM Agreement and an election form. The Customer shall elect to either: (a) enroll the Facility and participate in NYEM for a three-year term in accordance with the NYEM Agreement ("NYEM Participation"); or (b) perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority's communication.

If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate specified in the NYEM Agreement.

If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit at least once during the term of the Allocation, but in any event not less than once every five years. The Authority may in its discretion waive the requirement for a Physical Energy Audit, or may agree to a limited physical energy audit of the Facility, where the Authority determines that the Physical Energy Audit is unnecessary based on the age of the Facility, energy efficiency and conservation improvements made at the Facility, the length of the Allocation, or other considerations the Authority determines to be relevant.

Unless otherwise agreed to by the Authority in writing, energy efficiency audits and virtual energy audits (including via NYEM Participation) that have been performed at the Facility prior to the Effective Date do not satisfy the requirements for an energy efficiency and conservation program under this Section I.4.

ARTICLE II **RECORDKEEPING, REPORTING AND FACILITY ACCESS**

1. Employment

A record shall be kept monthly by the Customer, and provided on an annual basis for the period July 1 through June 30 (the "Reporting Period") to the Authority, of the total number of Base Level Employees who are employed at or assigned to the Customer's Facility identified in Appendix 1 of this Schedule B, as reported to the United States Department of Labor (or as reported in such other record as agreed upon by the Authority and the Customer). Such report shall specify the number of individuals who are employed by the Customer, who are contractors, and who are employed by contractors of the Customer, and shall be certified to be correct by an officer of the Customer, plant manager or such other person authorized by the Customer to prepare and file such report and shall be provided to the Authority on or before the last day of August immediately following the preceding Reporting Period.

SCHEDULE B

2. Capital Investments

The Customer shall comply with the recordkeeping, recording and reporting requirements specified in Appendix 2 to this Schedule B.

3. Power Usage

The Customer shall keep monthly records of the maximum demand utilized each month for the Facility receiving the Allocation. The Customer shall provide copies of its Local Electric Utility bills and such other information as the Authority may request together with an explanation of such information to the Authority on an annual basis for the Reporting Period on or before the last day of August immediately following the preceding Reporting Period.

4. Energy Efficiency and Conservation Program

Upon the Authority's request, the Customer shall provide the Authority with: (a) a copy of the results of any Physical Energy Audit performed at the Facility (or, at the Authority's option, a report describing the results), performed pursuant to this Agreement; and (b) a description of any energy efficiency or conservation measures that the Customer has implemented at the Facility in connection with any Physical Energy Audit or as a result of NYEM Participation.

5. Facility Access and Information

Notwithstanding any other provision of the Agreement, the Customer shall provide the Authority with such access to the Facility, and such documentation, as the Authority deems necessary to determine the Customer's compliance with the Customer's Supplemental Commitments specified in this Schedule B, and to allow the Authority to exercise its rights and obligations under the Agreement, Service Tariff No. HLF-1 and the rules, including without limitation, the installation, repair, maintenance, calibration and replacement of Authority owned or managed infrastructure.

The Customer shall provide information requested by the Authority or its designee in surveys, questionnaires and other information requests relating to energy efficiency and energy-related projects, programs and services.

In addition to any reports or other information required by this Agreement, the Authority or its designee shall have the right to examine and audit on reasonable advance written notice to the Customer all non-confidential written and electronic records and data in order to determine the Customer's compliance with the Customer's HLF Power Supplemental Commitments.

SCHEDULE B

ARTICLE III **COMPLIANCE ACTION BY THE AUTHORITY**

1. Employment Levels

If the annual monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B for the subject Reporting Period, the Authority may reduce the Contract Demand. The maximum amount of reduction will be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average monthly employment during the subject Reporting Period divided by the Base Employment Level. The Authority will round any such reduction to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, the Agreement shall automatically terminate.

2. Capital Investment Levels

The Authority may reduce the Contract Demand as provided in Appendix 2 to this Schedule B.

3. Power Utilization Levels

If the average of the Customer's six (6) highest monthly demand readings as measured by the Local Electric Utility's meter ("Maximum Metered Demand") is less than 90% of the Customer's Contract Demand in a Reporting Period, the Authority may reduce the Contract Demand. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average of the six (6) highest Maximum Metered Demands for such Reporting Period divided by the Contract Demand. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

In addition, for at least six (6) months during the calendar year, the Customer shall utilize a minimum electric demand of five thousand (5,000) kW and utilize energy at a load factor of at least 74 percent. The Authority shall review the Customer's compliance with these conditions with reference to the Customer's bills from its Local Electric Utility for the year and such other information as the Authority determines to be appropriate. If these conditions are not met, the Authority shall have the right to terminate this Agreement on sixty (60) days' notice to the Customer. Prior to providing notice of termination, the Authority will meet with the Customer to discuss the Customer's energy usage for the purpose of considering any additional information that the Authority in its sole discretion determines to be pertinent to the Customer's compliance, such as whether the underusage is likely to be temporary and the likelihood that the Customer will be able to comply with these conditions prospectively.

4. Additional Compliance Actions

In addition to the Authority's other rights and remedies provided in this Agreement, Service Tariff No. HLF-1 and the Rules, the Authority may suspend Electric Service to the

SCHEDULE B

Customer if the Customer does not comply with any of the requirements in Section I.4 or Article II of this Schedule B.

5. Notice of Intent to Reduce Contract Demand

In the event that the Authority determines that the Contract Demand will be wholly or partially reduced pursuant to Sections III.1, III.2, or III.3 of this Schedule B, the Authority will provide the Customer with at least thirty (30) days prior written notice of such reduction, specifying the amount of the reduction of Contract Demand and the reason for the reduction. Before implementing a reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce employment levels or electrical demand, as well as the business cycle.

SCHEDULE B

SCHEDULE B – APPENDIX 1

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 165 full-time, permanent employees (“Base Employment Level”) at the Customer’s Facility. The Base Employment Level shall be maintained for the term of the Allocation in accordance with Article I of Schedule B.

SCHEDULE B

SCHEDULE B – APPENDIX 2

CAPITAL INVESTMENT COMMITMENTS

1. **Annual Capital Investment Commitment** (if applicable, as specified below)

- a. The Customer agrees to make the following minimum capital investment in the Facility (“Aggregate CI Commitment”) within five (5) years of the commencement of Electric Service under this Agreement:

Aggregate CI Commitment: \$ N/A

- b. Each year, the Customer shall record the total amount of capital investment (“Annual CI Expenditures”) made by the Customer at the Facility during the Reporting Period, which shall be provided to the Authority in a form specified by the Authority on or before the last day of August following the end of the most recent Reporting Period.
- c. The Authority will calculate an aggregate amount of capital investment made by the Customer (“Aggregate CI Expenditures”) at its Facility by summing the first five (5) years of Annual CI Expenditures as reported by the Customer, for the purpose of determining the Customer’s compliance with its Aggregate CI Commitment. If the Customer’s Aggregate CI Expenditures as determined by the Authority is less than 90% of its Aggregate CI Commitment, the Contract Demand may be reduced. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the Aggregate CI Expenditures divided by the Aggregate CI Commitment. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

2. **Expansion Project–Capital Investment Commitment** (if applicable, as specified below)

- a. The Customer shall make a minimum capital investment of forty-five million dollars (\$85,000,000.00) to construct, furnish and/or expand the Facility (“Expansion Project Capital Investment Commitment”). The Expansion Project Capital Investment Commitment is expected to consist of the following approximate expenditures on the items indicated:

i.	Construction of Three Server Buildings	\$35 million
ii.	Purchase of Computing Equipment	\$50 million
Total Expansion Project Capital Investment Commitment:		<u>\$85 million</u>

The Expansion Project Capital Investment Commitment shall be made, and the Facility shall be completed and fully operational, no later than December 11, 2022 (*i.e.*, within three (3) years of the date of the Authority’s award of the Allocation). Upon request of the Customer, such date may be extended in the discretion of the Authority.

SCHEDULE C

TAKEDOWN SCHEDULE

SCHEDULE D

MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. HLF-1, or in the Rules.

“Alternative Compliance Payment” means a form of payment of money by an LSE that is authorized by the State in law, regulation, or Regulatory Order as a mechanism for an LSE to satisfy an Annual LSE Obligation.

“Annual LSE Obligation” means the annual obligation of an LSE to supply a defined percentage proportion (or other applicable measure) of its retail load with supply derived from new eligible renewable resources through compliance measures that are authorized in law, regulation, or Regulatory Order for a State Energy Standard. With reference to the Zero Emission Credit Requirement, “Annual LSE Obligation” refers to an obligation of an LSE to purchase a specified number of ZECs representing the LSE’s proportional share of ZECs purchased by NYSERDA based on the load served by the LSE in relation to the total load served by all LSE’s in the New York Control Area.

“CES Order” means the Order issued by the Public Service Commission, entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing the CES Order or the CES.

“Clean Energy Compliance Measures” is a collective reference to Zero Emission Credit Requirement Compliance Measures, Renewable Energy Standard Compliance Measures, Offshore Wind Energy Standard Compliance Measures, and any other compliance measures that an LSE is authorized by law, regulation or Regulatory Order to undertake in order to meet an Annual LSE Obligation.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State, as may be amended from time to time.

“Credit” means a certificate or other claim to the environmental attributes associated with energy produced by or from qualifying resources that typically represents proof that one megawatt-hour (1 MWh, or 1000 kilowatt-hours) of qualifying electricity was generated and delivered to the power grid. A Credit includes but is not limited to a ZEC, REC and OREC.

“Load Serving Entity” has the meaning provided in the CES Order and generally refers a utility or other entity that supplies load (electricity) to a consumer of electricity.

“Monthly Clean Energy Implementation Charge” means the monthly charge to the Customer established in this Schedule D.

SCHEDULE D

“NYSERDA” means the New York State Energy Research and Development Authority.

“Offshore Wind Energy Credit” or “OREC” refers to a qualifying Offshore Wind Energy Credit as authorized by the State in law, regulation, or Regulatory Order.

“Offshore Wind Energy Standard” means the Offshore Wind Energy Standard adopted by the State as may be amended from time to time.

“Offshore Wind Energy Standard Compliance Measures” means the purchase of ORECs from NYSERDA; the Authority’s procurement of ORECs by Self-Supply; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to undertake for the purpose of satisfying an Annual LSE Obligation for the Offshore Wind Energy Standard.

“Public Service Commission” or “PSC” means the New York State Public Service Commission.

“Regulatory Order” means an order issued by a regulatory agency or authority of the State of New York, and includes orders issued by the PSC. Regulatory Order includes, by way of example only, the CES Order and any other order of the PSC that establishes, supplements, modifies, or clarifies standards, requirements, obligations, or procedures for implementation of the State Energy Plan or a State Energy Standard, including the CES.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as authorized by the State in law, regulation, or Regulatory Order.

“Renewable Energy Standard” means the Renewable Energy Standard adopted by the State as may be amended from time to time.

“Renewable Energy Standard Compliance Measures” means the purchase of RECs from NYSERDA; the Authority’s procurement of RECs by Self-Supply; Alternative Compliance Payments to NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to undertake for the purpose of satisfying an Annual LSE Obligation for the Renewable Energy Standard.

“Self-Supplied Credit Charge” means a supplemental per-Credit charge or adder that the Authority adds to the cost of any Credit that it procures by Self-Supply for the purpose of: (1) enabling the Authority to recover administrative costs that it incurs in connection with the Self-Supply of Credits; and (2) managing risk in the cost of Credits over the term of any contract that serves as a source of Credits for Self-Supply, including but not limited to mitigating the extent of fluctuations in the cost of Credits that the Authority procures through Self-Supply.

“Self-Supplied Credit Cost” means the annual average per-Credit cost (including any applicable Self-Supplied Credit Charge) that the Authority establishes pursuant to Section II.3.b of this Schedule D for any Credit that it procures by Self-Supply for the purpose of complying with any Annual LSE Obligation applicable to a State Energy Standard.

SCHEDULE D

“Self-Supply” means the Authority’s procurement of Credits from a source other than NYSERDA.

“State” means the State of New York.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“State Energy Standard” refers to any standard or requirement that is adopted by the State in law, regulation, or Regulatory Order for the purpose of implementing State energy and environmental goals or policies, including goals and policies set forth in the State Energy Plan, that applies to the Authority, or with which the Authority determines it will comply in implementing its business and/or power supply programs. For purposes of this Agreement, State Energy Standard includes the Clean Energy Standard, Renewable Energy Standard, Zero Emission Credit Requirement, Offshore Wind Energy Standard, and any other standard or requirement adopted by the State in law, regulation, or Regulatory Order that applies to the Authority, or with which the Authority determines it will comply, in implementing its business and/or power supply programs.

“Total Monthly HLF Load” has the meaning provided in Section II.3.c of this Schedule D.

“Total Monthly CE Compliance Costs” has the meaning provided in Section II.3.c of this Schedule D.

“Zero Emission Credit” or “ZEC” refers to a Zero Emission Credit as authorized by the State in law, regulation, or Regulatory Order.

“Zero Emission Credit Requirement Compliance Measures” means the purchase of ZECs from NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to undertake for the purpose of satisfying an Annual LSE Obligation for the Zero Emission Credit Requirement.

“Zero Emission Credit Requirement” means the Zero Emission Credit Requirement adopted by the State as may be amended from time to time.

II. MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. HLF-1 or the Rules, the Customer shall be subject to a Monthly Clean Energy Implementation Charge as provided in this Schedule D. The Monthly Clean Energy Implementation Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff No. HLF-1 and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the Monthly Clean Energy Implementation Charge.

SCHEDULE D

2. The Monthly Clean Energy Implementation Charge is part of a compliance program (“Compliance Program”) that the Authority has adopted for the purpose of administering the HLF Power program in a manner that is consistent with the State Energy Plan, the CES, and other applicable State Energy Standards. Pursuant to the Compliance Program, the Authority will support the preservation of at risk nuclear zero emission attributes, and support the development of renewable energy resources to serve its HLF Power program customers, through the implementation of various Clean Energy Compliance Measures that the Authority in its discretion determines are appropriate to enable the Authority to meet Annual LSE Obligations that have been established for each State Energy Standard that applies to the Authority, or with which the Authority determines it will comply in implementing its business and/or power supply programs. The purpose of the Monthly Clean Energy Implementation Charge is to enable the Authority to recover costs and other charges as described herein that the Authority incurs for implementing Clean Energy Compliance Measures.
3. The Monthly Clean Energy Implementation Charge will be determined and assessed as follows:
 - a. The Authority will, each calendar year, implement such Clean Energy Compliance Measures as the Authority determines in its discretion to be appropriate to meet the Annual LSE Obligation established for each State Energy Standard with respect to the load that the Authority serves under the HLF Power program, including the Renewable Energy Standard, Zero Emission Credit Requirement and Offshore Wind Energy Standard. The specific Clean Energy Compliance Measures that the Authority determines to use, and the amount or extent of each Clean Energy Compliance Measure taken in any calendar year to meet each Annual LSE Obligation shall be within the Authority’s sole discretion.
 - b. The Authority will, for each calendar year, establish a Self-Supplied Credit Cost for any Credits that it procures through Self-Supply that it will use to meet the applicable Annual LSE Obligation for each State Energy Standard for the calendar year. The Authority may, in its discretion, for any quarter in any calendar year, revise any such Self-Supplied Credit Cost established pursuant to this Section II.3.b for the purpose of addressing unanticipated circumstances that impact or that the Authority reasonably believes could impact the Authority’s costs and risk exposure regarding Self-Supply. Any Self-Supplied Credit Cost so revised shall apply prospectively.
 - c. The Authority will, for each month of each calendar year in which it incurs costs for Clean Energy Compliance Measures, calculate the total costs that the Authority has incurred or estimates that it will incur for implementing the Clean Energy Compliance Measures (“Total Monthly CE Compliance Costs”) for the purpose of meeting each Annual LSE Obligation for the total HLF Power kilowatt-hour load for such month (“Total Monthly HLF Load”). The Authority may calculate Total Monthly CE Compliance Costs since forecasts of the Total Monthly HLF Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly HLF Load that the Authority served for the month.

SCHEDULE D

- d. Each month, the Authority will calculate a Monthly Clean Energy Implementation Charge applicable to the Customer. The Monthly Clean Energy Implementation Charge will represent the Customer's share of the Total Monthly CE Compliance Costs assigned to the Total Monthly HLF Load assessed as the proportion of the Customer's total kilowatt-hour load served by the Authority for such month to the Total Monthly HLF Load served by the Authority for such month.
4. The Authority may, in its discretion, include the Monthly Clean Energy Implementation Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly Clean Energy Implementation Charge pursuant to another Authority-established procedure. In any case, the bill will indicate the amount of the Monthly Clean Energy Implementation Charge that is attributable to compliance with each Annual LSE Obligation.
5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly Clean Energy Implementation Charge, conduct a reconciliation process based on the actual costs it incurred for Clean Energy Compliance Measures taken (other than Credits procured through Self-Supply), and the actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Monthly Clean Energy Implementation Charge during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or as provided for in any other procedure established by the Authority pursuant to Section II.4 of this Schedule D.
6. Notwithstanding the provisions of Section II.3 of this Schedule D, if Electric Service for the Allocation is commenced after the Authority has implemented Clean Energy Compliance Measures for the year in which such Electric Service for the Customer is commenced, and as a result the Customer's load cannot be accounted for in such Clean Energy Compliance Measures, the Authority may in its discretion implement one or more separate Clean Energy Compliance Measures with respect to the Customer's load for the calendar year in order to meet the Annual LSE Obligation for Customer's load for the year, and bill the Customer for the costs associated with such separate Clean Energy Compliance Measures.
7. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. HLF-1 or the Rules.

III. ALTERNATIVE CES COMPLIANCE PROGRAM

Nothing in this Schedule D shall be construed as preventing the Parties from entering into other agreements for alternative arrangements to enable the Authority to meet any Annual LSE Obligation with respect to the Customer's allocation, including alternative

SCHEDULE D

compliance programs and cost allocation mechanisms, in lieu of the Monthly Clean Energy Implementation Charge established in this Schedule D.



POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Schedule of Rates for the Sale of High Load Factor Power

Service Tariff No. HLF-1

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Schedule of Rates for Sale of High Load Factor Power

I. Applicability

To direct sales of High Load Factor Power to a Customer that is an Eligible Entity for firm Electric Service.

II. Frequently Used Abbreviations and Terms

- kW kilowatt(s)
- kWh kilowatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- OATT Open Access Transmission Tariff
- PAL New York Public Authorities Law
- UCAP Unforced Capacity

Agreement: The contract between the Customer and the Authority setting forth the terms and conditions relating to the sale of High Load Factor Power to the Customer to which this Service Tariff relates.

Allocation: The amount of High Load Factor Power allocated to the Customer by the Authority.

Authority or **NYPA:** The Power Authority of the State of New York, also known as the “New York Power Authority.”

Billing Period: Any period of approximately thirty (30) days, generally ending with the last day of each calendar month, but subject to the billing cycle requirements of the Local Electric Utility in whose service territory the Customer’s Facility is located.

Contract Demand: The amount of High Load Factor Power, not to exceed the Allocation, which the Customer agrees to take and pay for in accordance with the Agreement.

Customer: The Authority’s co-party to the Agreement.

Electric Service: Firm Market Power and Firm Market Energy associated with the Allocation and sold to the Customer in accordance with the Agreement, this Service Tariff and the Rules.

Eligible Entity: This term has the meaning provided in the Agreement.

Facility: The Customer’s place of business specified in the Agreement that will receive or is receiving the Allocation.

Firm Market Energy: Firm energy (kWh) associated with Firm Market Power that is sourced from the NYISO Day-Ahead Market, the NYISO Real-Time Market, and/or any other third-party source the Authority in its sole discretion deems appropriate that is supplied by the Authority to the Customer.

Firm Market Power: Firm capacity (kW) that is sourced from the NYISO and/or any other source the Authority in its sole discretion deems appropriate that is supplied by the Authority to the Customer.

High Load Factor Power or **HLF Power:** High Load Factor power and energy the Authority is authorized to allocate and sell under PAL § 1005, which consists of Firm Market Power and associated Firm Market Energy.

Load Serving Entity: This term has the meaning provided in the Agreement.

Local Electric Utility: This term has the meaning provided in the Agreement.

Locational Based Marginal Price: This term has the meaning provided in the NYISO Tariffs.

Market Capacity Charge: This term has the meaning provided in Section III.A.1 of this Service Tariff.

Market Energy Charge: This term has the meaning provided in Section III.A.2 of this Service Tariff.

New Charges: This term has the meaning provided in Section III.B.6 of this Service Tariff.

NYISO: The New York Independent System Operator, Inc. or any successor entity.

NYISO Charges: This term has the meaning provided in Section III.B.1 of this Service Tariff.

NYISO Day-Ahead Market: This term has the meaning provided in the NYISO Tariffs.

NYISO Real-Time Market: This term has the meaning provided in the NYISO Tariffs.

NYISO Tariffs: The tariffs of the NYISO, including the NYISO OATT, as such tariffs are amended and in effect from time to time.

NYPA Administrative Charge: This term has the meaning provided in Section III.A.3 of this Service Tariff.

Rules: This term has the meaning provided in the Agreement.

Service Tariff: This service tariff, denominated as “Schedule of Rates for Sale of High Load Factor Service Tariff No. HLF-1, as amended from time to time by the Authority.

Takedown: The portion of the Allocation the Customer requests to be scheduled for a specific period as provided in the Agreement.

Taxes: This term has the meaning provided in Section III.B.2 of this Service Tariff.

Zone: Geographical regions within New York State (sometimes referred to as “load zones” or “energy regions”) designated by the NYISO and identified by letter (A-K) that are used to facilitate energy transactions and administration of the State’s power grid.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement. If not defined herein or in the Agreement, any such capitalized terms and abbreviations shall have the meaning ascribed to them in the NYISO Tariffs, if any, unless the context requires otherwise.

III. Monthly Rates and Related Charges

A. Monthly Rates and Charges

Subject to the other provisions of this Service Tariff and the Agreement, the monthly rates and charges to be charged to the Customer by the Authority will be set as follows:

1. Market Capacity Charge

Monthly rates to be charged to the Customer for Firm Market Power ("Market Capacity Charge") will be based on the following:

- a. The amount of capacity (kW) the Authority needs to secure on the Customer's behalf as required by the NYISO's rules. This is currently expressed by the NYISO as the Unforced Capacity or UCAP obligation. The UCAP obligation is inclusive of any locational requirements and adjustments for reserves needed to meet the installed reserve margin, not to exceed the Contract Demand.
- b. The market capacity rate based on the actual monthly capacity price paid by the Authority in securing the NYISO UCAP obligation for the capacity (kW) or any other market capacity rate determined to be the most applicable by the Authority in its sole discretion.
- c. The market capacity rate multiplied by the monthly capacity (kW) quantity will yield the applicable Market Capacity Charge.

2. Market Energy Charge

Monthly rates to be charged to the Customer for Firm Market Energy ("Monthly Energy Charge") will be based on the actual costs incurred by the Authority in each Billing Period, as described below:

- a. The Customer shall be responsible for payment of any and all market energy charges incurred by the Authority for procuring Firm Market Energy on the Customer's behalf ("Market Energy Charge"). Such Market Energy Charge may include, but are not limited to, forward energy purchases (i.e. NYISO Day-Ahead Market purchases), balancing energy transactions (i.e. NYISO Real-Time Market transactions), and any third-party costs.
- b. The total number of kilowatt-hours recorded on the Customer's meter for the Billing Period allocated by the Customer's Local Electric Utility for delivery of Firm Market Power and reported to the Authority will be used to pro-rate or determine each Customer's portion of the monthly Market Energy Charges. The Authority will report these kilowatt-hours on the Customer's bill.
- c. If there is firm energy other than Firm Market Energy being billed to the Customer, the Authority will determine the apportionment of the kilowatt-hours on a case by

case basis. Generally, the total number of kilowatt-hours recorded on the meter shall be multiplied by a percentage based on (i) the methodology provided for in any agreement between the Authority and the Customer's Local Electric Utility for delivery of Firm Market Energy and/or (ii) the methodology provided for in Section III.C of this Service Tariff.

- d. Financial hedging instruments may be used for the purposes of mitigating the risk in energy price movements. The Authority will pass-through to the Customer the costs of any financial products used to hedge energy purchases.

3. NYPA Administrative Charge

- a. The Customer shall be responsible for payment of a "NYPA Administrative Charge." Subject to Section III.3.b, the NYPA Administrative Charge will be based on the following:
 - i. The amount of the highest interval integrated demand (kW) during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the value reported to the Authority by the Customer's Local Electric Utility for delivery of Firm Market Power. Demand (kW) may not exceed the amount of the Contract Demand.
 - ii. Monthly NYPA Administrative rate set by the Authority each Rate Year based on any associated overhead and other assigned costs as determined appropriate by the Authority.
 - iii. The NYPA Administrative rate multiplied by the demand (kW) allocated to the Customer will yield the applicable NYPA Administrative Charge.
- b. If in any given month Customer's monthly demand (kW) is less than 75 percent of its Contract Demand (kW), the NYPA Administrative Charge shall be equal to 75 percent of the Customer's Contract Demand (kW) for that month, times the applicable NYPA Administrative rate.

B. Other Charges

The Customer shall be responsible for payment of such other charges (collectively, "Other Charges") as a separate charge from the Monthly Rates and Related Charges provided in Section III.A to the extent such Other Charges apply to such Customer.

1. NYISO Transmission Related Charges ("NYISO Charges")

NYISO Charges for services associated with the Authority's responsibilities as Load Serving Entity for the Customer, as provided by the NYISO in NYISO Tariffs, NYISO-related agreements and NYISO procedures associated with the Authority's provision of Electric Service to the Customer. NYISO Charges to be charged to the Customer by the Authority include, by way of example:

- a. Charges for all Ancillary Services, Schedules 1 through 6 and any new ancillary services as provided in accordance with NYISO Tariffs;
- b. Transmission Usage Charges or “TUC” which are Marginal Losses and Congestion costs, to the extent applicable;
- c. The New York Power Authority “Transmission Adjustment Charge” or “NTAC”;
- d. Congestion costs, less any associated grandfathered Transmission Congestion Contracts (“TCCs”) as provided in Attachment K of the OATT;
- e. NYISO wide uplift as provided for in the NYISO Tariffs;
- f. Any and all other charges, assessments, or other amounts associated with delivery of Firm Market Power and Firm Market Energy sold to the Customer by the Authority, or otherwise associated with the Authority’s responsibilities as a Load Serving Entity for the Customer, that the NYISO assesses on the Authority under the provisions of the OATT or under other applicable NYISO Tariffs; and
- g. Any charges assessed on the Authority with respect to the provision of Electric Service to the Customer for facilities needed to maintain reliability and incurred in connection with the NYISO’s Comprehensive System Planning Process (or similar reliability-related obligations incurred by the Authority with respect to Electric Service to the Customer), applicable tariffs, or required to be paid by the Authority in accordance with law, regardless of whether such charges are assessed by the NYISO or another third party.

For avoidance of doubt, if any NYISO Charges described above are incurred by the Authority for any reason with respect to Electric Service to the Customer when the Authority is not serving as the Load Serving Entity for any of the power or energy that is sold to the Customer under this Service Tariff and the Agreement, the Customer shall reimburse the Authority for all such NYISO Charges.

2. Taxes

The Authority will charge and collect from the Customer all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer, including any applicable “in lieu of” payments (collectively, “Taxes”) if and to the extent such Taxes are not recovered by the Authority pursuant to another provision of this Service Tariff.

3. Market Transaction Charges

The Authority will pass through to the Customer any costs incurred from procuring any capacity and energy described in Sections III.A.1 and III.A.2 of this Service Tariff.

4. Transmission, Wheeling and Delivery Charges

Generally, transmission, wheeling and delivery charges are billed directly to the Customer by the Local Electric Utility. If the Authority incurs any charges for transmission, wheeling and delivery, the Customer shall reimburse the Authority for all such charges. In addition, if there are any charges for transmission, wheeling and delivery, charges are made applicable to the Customer under other Authority's tariffs and contracts, they will be charged to the Customer by the Authority as provided for in such tariffs and contracts.

5. Local Electric Utility Charges

The Customer shall reimburse the Authority for all charges, assessments, fees and other amounts, if any, the Local Electric Utility imposes on the Authority in any way related to the provision of data and other information the Authority requires from the Local Electric Utility in connection with providing Electric Service to the Customer.

6. New Charges

The Customer shall be responsible for payment of any and all new costs or charges incurred by the Authority in connection with its provision of Electric Service to the Customer, including but not limited to, charges and costs incurred for supplying Firm Market Power or Firm Market Energy, and any new NYISO Charges as may be defined and applied in any NYISO Tariffs, NYISO-related agreements and NYISO procedures from time to time (collectively, "New Charges"). The Authority, in its sole discretion, may include any such New Charges in the monthly rates or the NYPA Administrative rate, or bill the Customer separately for such New Charges.

7. Monthly Clean Energy Implementation Charge

The Customer shall be subject to the Monthly Clean Energy Implementation Charge provided in the Agreement.

8. Maintenance and Related Costs

Unless the Authority and the Customer agree otherwise in writing, the Authority shall have the right to charge and collect from the Customer all expenses the Authority incurs for the installation, repair, maintenance, calibration and replacement of Authority owned or managed infrastructure (e.g., meters, instruments, transformers, communication-related apparatus, wires, hardware) which the Authority determines in its sole discretion is necessary to provide safe and reliable Electric Service to the Facility.

C. Estimated Billing

If the Authority, in its sole discretion, determines that it lacks reliable data on the Customer's actual demand/UCAP requirements and/or energy usage for a Billing Period during which the Customer receives Electric Service from the Authority, the Authority shall have the right to render a bill to the Customer for such Billing Period based on an estimate by the Authority of the Customer's demand and energy usage ("Estimated Bill").

For the purpose of calculating demand (kW), where applicable, for an Estimated Bill, the demand (kW) will be calculated based on an average of the Customer's used and reported demand (kW) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated demand (kW) value for the Estimated Bill will equal the Customer's Contract Demand (kW) amount.

For the purpose of calculating energy (kWh), where applicable, for an Estimated Bill, the energy (kWh) will be calculated based on an average of the Customer's used and reported energy (kWh) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated energy value (kWh) will be equal to the Contract Demand (kW) amount at 74 percent load factor for that Billing Period.

For the purpose of calculating UCAP (kW), where applicable, for an Estimated Bill, the UCAP (kW) will be calculated based on an average of the Customer's UCAP (kW) requirement values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated UCAP (kW) value for the Estimated Bill will equal the Customer's Contract Demand (kW) amount.

If data indicating the Customer's actual demand and usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill in accordance with Section III.D of this Service Tariff and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The provisions of Section IV.E of this Service Tariff shall also apply to Estimated Bills. The Authority's discretion to render Estimated Bills is not intended to limit the Authority's rights under the Agreement, this Service Tariff or the Rules.

D. Adjustments to Charges

In addition to any other adjustments provided for in this Service Tariff, in any Billing Period, the Authority may make appropriate adjustments to billings and charges to address such matters as billing and payment errors, the receipt of actual, additional, or corrected data concerning Customer meter data and NYISO rebills, including adjustments to the Market Capacity Charge and the Market Energy Charge in accordance with NYISO policies.

IV. General Provisions

A. Scheduling of Firm Market Energy and Firm Market Power

In each Billing Period the Authority shall, in accordance with the NYISO Tariffs, NYISO manuals and NYISO procedures, schedule and provide to the Customer Firm Market Energy associated with Firm Market Power in a monthly amount equal to the product of: (1) Contract Demand; (2) the number of hours in the Billing Period; and (3) estimated load factor, inclusive of all applicable losses and unaccounted for energy, prorated on and extrapolated to an hourly basis, for NYISO Scheduling, unless a different process is required by the Local Electric Utility or the NYISO. Such Firm Market Energy shall be scheduled to the load bus established by the NYISO for the Facility or any successor load bus established with or by the NYISO for LSE scheduling functions.

With respect to each month in which the Authority provides Electric Service to the Customer, the Authority shall, in accordance with the NYISO Tariffs, NYISO manuals and NYISO procedures, schedule and provide UCAP in an amount equal to the applicable value calculated in accordance with NYISO rules in an amount not to exceed the Contract Demand.

The Customer shall cooperate and coordinate with the Authority as necessary to enable the Authority to effectuate the required scheduling and provision of Firm Market Energy and Firm Market Power as required by this Service Tariff and the Agreement. This includes an obligation on the part of the Customer to promptly notify the Authority in advance of any changes in the Customer's load, or the manner in which Authority-supplied power is consumed, that could impact NYISO forecasting and scheduling.

B. Reconciliation of Energy Allocations

Where Firm Market Energy is delivered under this Service Tariff in conjunction with other firm energy, including but not limited to other firm energy allocations associated with another Authority program/product, the amounts supplied by the Authority hereunder shall be reconciled in accordance with the practices of the Local Electric Utility. In the event of multiple NYPA program allocations to the Facility, the order of precedence will be consistent with the procedures established in any agreements between the Authority with the Local Electric Utility, or as other agreed to by the Authority and the Local Electric Utility.

C. Reconciliation of Authority Billing with NYISO Invoices

In any Billing Period in which the Customer's energy usage as reported by the NYISO in its versioned invoices to the Authority reflects a difference from the energy usage reflected in Authority invoices to the Customer, the Authority will adjust its invoices to reflect such difference. The Authority may perform such reconciliations for each Billing Period through the time NYISO issues its final LSE invoice to the Authority.

D. Delivery of Firm Market Power

The Customer's Local Electric Utility shall be responsible for delivering Firm Market Power and Firm Market Power to the Customer. The Authority shall have no responsibility for delivering any Firm Market Power or Firm Market Energy to the Customer unless the Authority agrees to do so in writing, and such agreement expressly supersedes this provision.

For the purpose of this Service Tariff, Firm Market Power and Firm Market Energy will be deemed to be offered when the Authority is able to supply Firm Market Power and Firm Market Energy to the Authority's designated NYISO load bus. If despite such offer, there is a failure of delivery caused by the Customer, NYISO or Local Electric Utility, such failure will not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

E. Rendition and Payment of Bills

The Authority will render bills to the Customer for Electric Service relating to the Allocation on or before the fifteenth (15th) business day of the month for charges due for the previous Billing Period. Bills will reflect the amounts due and owing in accordance with the Agreement, this Service Tariff and the Rules, and are subject to adjustment as provided for in the Agreement, this Service Tariff and the Rules. As provided in this Service Tariff, bills will include NYISO Charges and Taxes associated with the Allocation and all other applicable charges, fees and assessments provided for in the Agreement, this Service Tariff and the Rules. NYISO Charges shall be subject to adjustment consistent with any subsequent NYISO billings to the Authority in accordance with this Service Tariff.

Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

Bills are due and payable by the Customer within twenty (20) days of the date on which the Authority renders the bill. Unless otherwise agreed to by the Authority in writing, bills are due and payable by electronic wire transfer in accordance with the Rules. Such wire transfer shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless otherwise indicated in writing by the Authority.

The Authority and the Customer may agree in writing to an alternative method for the rendering of bills and for the payment of bills, including but not limited to the use of an Authority-established customer self-service web portal.

The Authority will charge and collect from the Customer all Taxes that the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (1) the Customer is exempt from the payment of any such Taxes, and/or (2) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (1) or (2) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.

If the Customer fails to pay any bill when due, the Authority may add an interest charge of two percent (2%) of the amount unpaid thereto as liquidated damages, and thereafter, as further liquidated damages, may add an additional interest charge of one and one-half percent (1 1/2%) of the unpaid sum shall be added on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.

If the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.

If at any time after commencement of Electric Service the Customer fails to make complete and timely payment of any two (2) bills for Electric Service, the Authority may in its discretion: (1) require the Customer to deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority, which sum shall be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service; (2) suspend Electric Service; or (3) modify or terminate Electric Service. If the Customer fails or refuses to provide a security the deposit within thirty (30) days of a request pursuant to this provision, the Authority may modify, suspend, or terminate Electric Service to the Customer.

The rights and remedies provided to the Authority in IV.E of this Service Tariff are in addition to any and all other rights and remedies available to Authority under the Agreement, this Service Tariff and the Rules, and at law or in equity.

F. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts, or differences between this Service Tariff or the Rules and any provisions of the Agreement, the provisions of the Agreement will govern.

Applicants Recommended for an Award of Fund Benefits by the NNY Proceeds Allocation Board

Line	Business	City	County	Economic Development Region	Project Description	Project Type	Recommended Award Amount	Total Project Cost	Jobs Retained	Jobs Created
1	St. Lawrence Power and Equipment Museum	Madrid	SLC	North Country	Exhibit expansion	Tourism	\$25,000	\$125,000	-	-
Total:							\$25,000	\$125,000	N/A	N/A

Total Jobs Created & Retained: N/A



Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT 5a ix-A-1

Applicant Name:	St. Lawrence Power and Equipment Museum ("SLPE")	REDC Region:	North Country
Project Type:	Tourism	County:	St. Lawrence
Industry:	Business and Tourism	Locality:	Madrid
Amount Requested:	\$25,000	Start Date:	9/17/19
		Finish Date:	7/1/20
RECOMMENDED OFFER			
Recommended Total Award:		\$25,000	
Total Project Cost:		\$125,000	
% of Project Cost Recommended:		20%	
PROJECT BUDGET (Proposed by Applicant)			
Use of funds	Amount	Source of Funds	Amount
Fort Construction	\$100,000	NNYEDF	\$25,000
Educational Materials	\$5,000	RVRDA	\$10,000
Cannon, Exhibits, Furniture	\$20,000	Private Corporation	\$90,000
Total:	\$125,000	Total:	\$125,000
REGIONAL IMPACT MEASUREMENTS			
Job Commitments:	The Funding Track under which the application was submitted does not require job-related commitments.		
Average Salary of Jobs:	n/a		
Indirect Jobs Created	n/a		
Other Impact			
PROJECT DESCRIPTION (Adapted from Application)			
Seeking to leverage NY's rich military history the SLPE proposes to build a historical stockade fort as a tribute to St. Lawrence County residents who fought in the American Civil War. The fort would include barracks, headquarters and a parade ground with a flagpole as its center piece and demonstrate a working model showing Civil War garrison life in the North Country. Located near the fort's entrance would be a memorial to St. Lawrence County Medal of Honor recipients. An honor roll featuring the names of all serving during the Civil War by regiment will also be featured.			



Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT 5a ix-A-1

OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED		
RVRDA Grant	\$10,000	
PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED		
TYPE	AMOUNT	STATUS
N/A	\$	
BASIS FOR RECOMMENDATION		
SLPE has identified a funding gap and is seeking an award to support construction of the Fort's buildings and purchase of furniture, fixtures and exhibits. The Project will add value by diversifying SLPE's exhibits in a manner that would be vital to maintaining sustainability and vibrancy and that capitalizes on New York's rich military history. SLPE will leverage New York's "Path Through History Weekends" program, which showcases the state's rich and fascinating past, in order to increase membership, tourist visits and grow revenue. Tourism is considered an export as it brings outside dollars into a destination. A recent economic development study created for St. Lawrence County noted that "Tourists spend ~\$122-million per year in the County, leading to about 1,250 jobs." The Study recommended "building on the County's many natural and cultural assets to make it an even better place to live and visit, with increased coordination to improve Main Streets and attract visitors, while creating vibrant communities for residents." As such, this project would help to improve the North Country economy.		
ANTICIPATED DISBURSEMENT TERMS		
Fund Benefits would be used to reimburse the applicant for a portion of costs associated with completing the project. It is anticipated that funds will be disbursed in arrears and payment will be made upon presentation to NYPA of invoices and such other documentation acceptable to NYPA verifying the applicant has incurred eligible expenses of approximately \$125,000.		



Northern NY Power Proceeds Allocation Board

EXHIBIT 5a ix-B

Criteria adapted from the “Board Procedures, and Board Policies Relating to the Review of Applications for Fund Benefits”, adopted by the Northern New York Power Proceeds Allocation Board

1. The extent to which an award of Fund Benefits would be consistent with the strategies and priorities of the North Country Regional Economic Development Council (“NCREDC”). Such strategies and priorities include the following:
 - Energize our communities by building on growth in the aerospace, transit equipment, defense, biotech, energy, and manufacturing industries
 - Leverage our gateway to Canada, the nation’s largest trading partner, to lead the State in global investment
 - Attract and nurture entrepreneurs through innovation to catalyze the highest per capita rate of small business start-ups and expansions in the state
 - Invest in community development infrastructure that expands opportunities and capacity
 - Innovate effective rural healthcare and education delivery networks
 - Elevate global recognition of the region as one of the special places on the planet to visit, live, work and study
 - Activate tourism as a driver to diversify our economies by creating demand to accelerate private investment
 - Invest in agriculture as we help feed the region and the world
 - Create the greenest energy economy in the state
2. Whether the eligible project would occur in the absence of an award of Fund Benefits.
3. The extent to which an award of Fund Benefits will result in new capital investment in the State by the eligible applicant and the extent of such investment.
4. Other assistance the eligible applicant may receive to support the eligible project.
5. The type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the eligible applicant were to receive an award of Fund Benefits.
6. The eligible applicant's payroll, salaries, benefits and number of jobs at the eligible project for which an award of Fund Benefits is requested.
7. Where applicable, the number of jobs that will be created or retained within St. Lawrence County and any other parts of the State in relation to the requested award of Fund Benefits, and the extent to which the eligible applicant will agree to commit to creating or retaining such jobs as a condition to receiving an award of Fund Benefits.
8. Whether the eligible applicant is at risk of closing or curtailing facilities or operations in St. Lawrence County and other parts of the State, relocating facilities or operations out of St. Lawrence County and other parts of the State, or losing a significant number of jobs in



Northern NY Power Proceeds Allocation Board

EXHIBIT 5a ix-B

St. Lawrence County and other parts of the State, in the absence of an award of Fund Benefits.¹

9. The significance of the eligible project that would receive an award of Fund Benefits to the economy of the area in which such eligible project is located.
10. For new, expanded and/or rehabilitated facilities, the extent to which the eligible applicant will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving an award of Fund Benefits.²

¹ Job creation and retention are key indicators of economic activity. However, the Allocation Board recognizes that certain investments may increase productivity and revitalize areas without immediately increasing permanent employment. Therefore, job creation/retention commitments will be emphasized primarily in the Business Investment Track. While job creation and retention may not be a significant factor for other Tracks, demonstration of economic development benefits to the Region will generally be considered favorably when assessing applications under all Tracks.

² As provided for in Economic development Law § 197-c(4), many of the criteria are adapted from criteria used in determining eligibility for Expansion Power, Replacement Power and Preservation Power under Public Authorities Law (“PAL”) § 1005(13). Certain criteria identified in PAL § 1005(13) are relevant to power allocations under these programs and do not have any logical application to the allocation of Fund Benefits. Therefore, the Board does not expect to use these criteria to evaluate applications for Fund Benefits.

March 31, 2020

Exhibit 5a vi-A

APPLICATION SUMMARY
Preservation Power (“PP”)

Company:	EZ STAK LLC (“EZ STAK”)
Location:	Watertown
County:	Jefferson County
IOU:	National Grid
Business Activity:	The company is a manufacturer of mobile workspace systems for work trucks, vans, and trailers.
Project Description:	EZ STAK is planning to purchase and renovate a new facility in Watertown to accommodate additional manufacturing capabilities.
Existing Allocation(s):	None
Power Request:	1,000 kilowatts (“kW”) of Preservation Power (“PP”)
Power Recommended:	670 kW of PP
Job Commitment:	
Base:	22
New:	At least 15 jobs
New Jobs/Power Ratio:	22 jobs/MW
New Jobs - Avg. Wage and Benefits:	\$44,200
Capital Investment:	At least \$6.2 million
Capital Investment/MW:	\$9.3 million/MW
Other ED Incentives:	Potential Empire State Development assistance via a \$1.24 million Regional Council Capital Grant Fund
Summary:	EZ STAK is planning to purchase, renovate and relocate to a larger (75,000 square feet) manufacturing facility in Watertown. Its current facility is 14,600 square feet. The new facility would serve as a complete manufacturing site with additional capabilities including the assembly of materials and upfitting of vehicles. In addition to creating 15 new jobs, the company would retain 22 current employees and relocate them to the new plant. An allocation of low-cost hydropower, along with additional state support could incentivize EZ STAK to consider additional expansion opportunities at the new facility in the future.

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
10th Floor
Albany, New York 12207-3425

AGREEMENT FOR THE SALE OF
PRESERVATION POWER AND ENERGY

SERVICE TARIFF NO. 20

EZ STAK LLC

The POWER AUTHORITY OF THE STATE OF NEW YORK (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law (“PAL”), having its office and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425, hereby enters into this Agreement for Sale of Preservation Power and Energy (“Agreement”) with EZ STAK LLC (“Customer”) having offices at 20400 Old Rome State Road, Watertown, New York 13061. The Authority and the Customer are from time to time referred to in this Agreement as “Party” or collectively as “Parties” and agree as follows:

RECITALS

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the St. Lawrence-FDR Power Project known as Preservation Power (or “PP”), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Customer applied for an allocation of PP or an extension of an existing PP allocation for use at its facilities defined in this Agreement as the “Facility”;

WHEREAS, the Customer has offered to make specific commitments relating to, among other things, the creation and retention of jobs, capital investments, power usage and energy efficiency measures at the Facility, in exchange for an allocation of PP;

WHEREAS, the Authority’s Board of Trustees approved an allocation of PP to the Customer;

WHEREAS, the Authority’s provision of Electric Service under this Agreement is an unbundled service separate from (i) the transmission of the allocation, and (ii) the delivery of the Allocation;

WHEREAS, the Parties have reached an agreement on the terms and conditions applicable for the sale of the Allocation for a term as provided in this Agreement;

WHEREAS, electric service hereunder shall be subject to the rates and other terms and conditions contained in the Service Tariff as further provided in this Agreement; and

WHEREAS, the Authority has complied with requirements of PAL § 1009, and has been authorized to execute the Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I **DEFINITIONS**

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined in schedules or appendices to this

Agreement shall have the meanings set forth in such schedules or appendices. All other capitalized terms and abbreviations used in this Agreement but not defined in this Section or other provisions of this Agreement or its schedules or appendices shall have the same meaning as set forth in the Service Tariff.

“Adverse Water Condition” means any event or condition, including without limitation a hydrologic or hydraulic condition, that relates to the flow, level, or usage of water at or in the vicinity of the Project and/or its related facilities and structures, and which prevents, threatens to prevent, or causes the Authority to take responsive action that has the effect of preventing, the Project from producing a sufficient amount of energy to supply the full power and energy requirements of firm power and firm energy customers who are served by the Project.

“Agreement” means this Agreement, and unless otherwise indicated herein, includes all schedules, appendices and addenda thereto, as the same may be amended from time to time.

“Allocation” refers to the allocation(s) of PP awarded to the Customer as specified in Schedule A.

“Alternative REC Compliance Program” has the meaning provided in Schedule E.

“Annual Capital Investment Commitment” has the meaning set forth in Schedule B.

“Annual CI Expenditures” has the meaning set forth in Schedule B.

“Base Employment Level” has the meaning set forth in Schedule B.

“Contract Demand” is as defined in applicable Service Tariff.

“Effective Date” means the date that this Agreement is fully executed by the Parties.

“Electric Service” is the Firm Power and Firm Energy associated with the Allocation and sold by the Authority to the Customer in accordance with this Agreement, the Service Tariff and the Rules.

“Energy Services” has the meaning set forth in Article V of this Agreement.

“Expansion Project” has the meaning set forth in Section IV.3.a of this Agreement.

“Expansion Project Capital Investment Commitment” has the meaning set forth in Schedule B.

“Facility” means the Customer’s facilities as described in Schedule A to this Agreement.

“Firm Power” is as defined in the Service Tariff.

“Firm Energy” is as defined in the Service Tariff.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“FERC License” means the first new license issued by FERC to the Authority for the continued operation and maintenance of the Project, pursuant to Section 15 of the Federal Power Act, which became effective September 1, 2007 after expiration of the Project’s original license which became effective in 1957.

“Hydropower Curtailment” means a temporary reduction in Firm Energy to which the Customer is entitled to receive under this Agreement made by the Authority in response to an Adverse Water Condition.

“International Joint Commission” or “IJC” refers to the entity with responsibility to prevent and resolve disputes between the United States of America and Canada under the *1909 Boundary Waters Treaty* and pursues the common good of both countries as an independent and objective advisor to the two governments. The IJC rules upon applications for approval of projects affecting boundary or transboundary waters and may regulate the operation of these projects.

“Load Reduction” has the meaning set forth in Section IX.6 of this Agreement.

“Load Serving Entity” (or “LSE”) means an entity designated by a retail electricity customer (including the Customer) to provide capacity, energy and ancillary services to serve such customer, in compliance with NYISO Tariffs, rules, manuals and procedures.

“Metering Arrangement” has the meaning set forth in Section II.8 of this Agreement.

“NYEM” means the New York Energy Manager, an energy management center owned and operated by the Authority.

“NYEM Agreement” means a written agreement between the Authority and the Customer providing for the Facility’s enrollment and Customer’s participation in NYEM.

“NYEM Participation” has the meaning specified in Schedule B of this Agreement.

“NYISO” means the New York Independent System Operator or any successor organization.

“NYISO Charges” has the meaning set forth in Section VII.3 of this Agreement.

“NYISO Tariffs” means the NYISO’s Open Access Transmission Tariff or the NYISO’s Market Administration and Control Area Services Tariff, as applicable, as such tariffs are modified from time to time, or any successor to such tariffs.

“Physical Energy Audit” or “Audit” means a physical evaluation of the Facility in a manner approved by the Authority that includes at a minimum the following elements: (a) an assessment of the Facility’s energy use, cost and efficiency which produces an energy utilization index for the Facility (such as an Energy Use Intensity or Energy Performance Indicator); (b) a comparison of the Facility’s index to indices for similar buildings/facilities; (c) an analysis of low-cost/no-cost

measures for improving energy efficiency; (d) a listing of potential capital improvements for improving energy consumption; and (e) an initial assessment of potential costs and savings from such measures and improvements.

“Preservation Power” (or “PP”) consists of 490 megawatts (“MW”) of firm hydroelectric power and associated energy produced by the Authority’s St. Lawrence-FDR Power Project.

“Prior Agreement” has the meaning set forth in the recitals to this Agreement.

“Project” means the Authority’s St. Lawrence-FDR Power Project, FERC Project No. 2000.

“Reporting Year” means the yearly interval that the Authority uses for reporting, compliance and other purposes as specified in this Agreement. The Reporting Year for this Agreement is from January 1 through December 31, subject to change by the Authority without notice.

“Rolling Average” has the meaning set forth in Schedule B.

“Rules” are the applicable provisions of Authority’s rules and regulations (Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York), as may be modified from time to time by the Authority.

“Service Information” has the meaning set forth in Section II.12 of this Agreement.

“Service Tariff” means the Authority’s Service Tariff No. WNY-20, as may be modified from time to time by the Authority, which contains, among other things, the rate schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement.

“Schedule A” refers to the Schedule A entitled “Preservation Power Allocations” which is attached to and made part of this Agreement.

“Schedule B” refers to the Schedule B entitled “Supplemental Preservation Power Commitments” which is attached to and made part of this Agreement, including any appendices attached thereto.

“Schedule C” refers to the Schedule C entitled “Takedown Schedule” which is attached to and made part of this Agreement.

“Schedule D” refers to the Schedule D entitled “Zero Emission Credit Charge” which is attached to and made part of this Agreement.

“Schedule E” refers to the Schedule E entitled “Monthly Renewable Energy Credit Charge” which is attached to and made part of this Agreement.

“Substitute Energy” means energy that is provided to the Customer by or through the Authority for the purpose of replacing Firm Energy that is not supplied to the Customer due to a Hydropower Curtailment.

“Takedown” means the portion of the Allocation that Customer requests to be scheduled for a specific period as provided for in Schedule C, if applicable.

“Taxes” is as defined in the Service Tariff.

“Unforced Capacity” (or “UCAP”) means the electric capacity required to be provided by LSEs to serve electric load as defined by the NYISO Tariffs, rules, manuals and procedures.

“Utility Tariff” means the retail tariff(s) of the Customer’s local electric utility filed and approved by the PSC that is applicable to the delivery of PP.

ARTICLE II

ELECTRIC SERVICE

1. The Authority will make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, the Service Tariff and the Rules. The Customer is not be entitled to receive Electric Service under this Agreement for any PP allocation unless such PP allocation is identified in Schedule A.
2. The Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation specified in Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall accept and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.
3. The Authority shall provide UCAP in amounts necessary to meet the Customer’s NYISO UCAP requirements associated with the Allocation in accordance with the NYISO Tariffs. The Customer shall be responsible to pay the Authority for such UCAP in accordance with the Service Tariff.
4. The provision of Electric Service associated with the Allocation is an unbundled service separate from the transmission and the delivery of the Allocation. The Customer acknowledges and agrees that Customer’s local electric utility, not the Authority, is responsible for the delivery of the Allocation to the Facility in accordance with applicable Utility Tariff(s).
5. The Contract Demand for the Customer’s Allocation may be modified by the Authority if the amount of Firm Power and Firm Energy available for sale as PP from the Project is modified as required to comply with any ruling, order, or decision of any regulatory or judicial body having jurisdiction, including but not limited to FERC. Any such modification will be made on a pro rata basis to all PP customers receiving Electric Service under the Service Tariff, as applicable, based on the terms of such ruling, order, or decision.
6. The Contract Demand may not exceed the Allocation.

7. The Customer's Facility must be metered by the Customer's local electric utility in a manner that is satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, "Metering Arrangement"). A Metering Arrangement that is not satisfactory to the Authority shall be grounds, after notice to the Customer, for the Authority to modify, withhold, suspend, or terminate Electric Service to the Customer. If a Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination that it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may modify, withhold, suspend, or terminate Electric Service on at least ten (10) days' prior written notice to the Customer. The Authority may, in its discretion, waive any of the requirements provided for in this Section in whole or in part where in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all fees, assessments and charges that become due in accordance with this Agreement, the Service Tariff, and the Rules.
8. The Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that such parties determine is necessary to provide for the allocation, sale and delivery of the Allocation to the Customer at the Facility, the proper and efficient implementation of the PP program, billing related to Electric Service, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents that the Authority determines are necessary to effectuate such exchanges of information.
9. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement between the Authority and the Customer's local electric utility providing for the delivery of the Allocation on terms and conditions that are acceptable to the Authority.
10. The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, execute consents, and provide information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, the delivery of the Allocation, billing related to Electric Service, the effective administration of the PP program, and/or the performance of contracts or other arrangements between the Authority and the Customer's local electric utility. The Customer's failure to provide Service Information on a timely basis shall be grounds for the Authority in its discretion to modify, withhold, suspend, or terminate Electric Service to the Customer.

ARTICLE III
RATES, TERMS AND CONDITIONS

1. Electric Service shall be sold to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, the Service Tariff and the Rules.
2. The Service Tariff and the Rules may be amended from time to time by the Authority and, if revised, the revised provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed change in the Service Tariff or the Rules. No amendment to the Service Tariff or the Rules shall affect the determination of rates for PP to the Customer during the term of the Agreement except insofar as otherwise authorized by this Agreement. This provision shall not limit the Authority's discretion to determine rates applicable to allocations of power and energy awarded to the Customer beyond or in addition to the Allocation.
3. Notwithstanding any provision of this Agreement to the contrary, the power and energy rates for Electric Service shall be subject to increase by Authority at any time upon 30 days prior written notice to Customer if, after consideration by Authority of its legal obligations, the marketability of the output or use of the Project and Authority's competitive position with respect to other suppliers, Authority determines in its discretion that increases in rates obtainable from any other Authority customers will not provide revenues, together with other available Authority funds not needed for operation and maintenance expenses, capital expenses, and reserves, sufficient to meet all requirements specified in Authority's bond and note resolutions and covenants with the holders of its financial obligations. Authority shall use its best efforts to inform Customer at the earliest practicable date of its intent to increase the power and energy rates pursuant to this provision. With respect to any such increase, Authority shall forward to Customer with the notice of increase, an explanation of all reasons for the increase, and shall also identify the sources from which Authority will obtain the total of increased revenues and the bases upon which Authority will allocate the increased revenue requirements among its customers. Any such increase in rates shall remain in effect only so long as Authority determines such increase is necessary to provide revenues for the purposes stated in the preceding sentences.
4. In addition to all other fees, assessments and charges provided for in the Agreement, the Service Tariff and the Rules, the Customer shall be responsible for payment of the Zero Emission Credit Charge and Monthly Renewable Energy Credit Charge provided for in Schedule D and Schedule E, respectively, of this Agreement.

ARTICLE IV
SUPPLEMENTAL COMMITMENTS

1. Supplemental Commitments. Schedule B sets forth the Customer's "Supplemental Preservation Power Commitments" ("Supplemental Commitments"). The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's timely compliance with the Supplemental Commitments described in Schedule B as further provided in this Agreement. The Customer's Supplemental Commitments are in addition to all other commitments and obligations provided in this Agreement.

2. Special Provisions Relating to a New or Expanded Facility.

a. Proposed New or Expanded Facility; Failure to Complete.

If Schedule B provides for the construction of a new facility or an expansion of an existing facility (collectively, “Expansion Project”), and the Customer fails to complete the Expansion Project by the date specified in Schedule B, the Authority may, in its discretion, (a) cancel the Allocation, or (b) if it believes that the Expansion Project will be completed in a reasonable time, agree with the Customer to extend the time for completion of the Expansion Project.

b. Proposed New or Expanded Facility; Partial Performance.

If the Expansion Project results in a completed Facility that is only partially operational, or is materially different than the Expansion Project agreed to in Schedule B (as measured by such factors as size, capital investment expenditures, capital improvements, employment levels, estimated energy demand and/or other criteria determined by the Authority to be relevant), the Authority may, in its discretion, on its own initiative or at the Customer’s request, make a permanent reduction to the Allocation and Contract Demand to an amount that the Authority determines to fairly correspond to the completed Facility.

c. Notice of Completion; Commencement of Electric Service.

- (i) The Customer shall give the Authority not less than ninety (90) days' advance written notice of the anticipated date of completion of an Expansion Project. The Authority will inspect the Expansion Project for the purpose of verifying the status of the Expansion Project and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time subject to the other provisions of this Agreement based on applicable operating procedures of the Authority, Customer’s local electric utility and NYISO.
- (ii) In the event of an Expansion Project being completed in multiple phases, at the Customer’s request the Authority may, in its discretion, allow commencement of part of the Allocation upon completion of any such phase, provided the Authority will similarly inspect the Expansion Project for the purpose of verifying the status of the completed phase of the Expansion Project. Upon such verification by the Authority of any such completed phase, the Authority, in its discretion, will determine an amount of kW that fairly corresponds to the completed phase of the Expansion Project, taking into account relevant criteria such as any capital expenditures, increased employment levels, and/or increased electrical demand associated with the completed phase of the Expansion Project.

d. Other Rights and Remedies Unaffected.

Nothing in this Article is intended to limit the Authority's rights and remedies provided for in the other provisions of this Agreement, including without limitation the provisions in Schedule B of this Agreement.

ARTICLE V
ENERGY-RELATED PROJECTS, PROGRAMS AND SERVICES

The Authority shall periodically communicate with the Customer for the purpose of informing the Customer about energy-related projects, programs and services ("Energy Services") offered by the Authority that in the Authority's view could provide value to the Customer and/or support the State's Clean Energy Standard. The Customer shall review and respond to all such offers in good faith, provided, however, that, except as otherwise provided for in this Agreement, participation in any such Energy Services shall be at the Customer's option, and subject to such terms and conditions agreed to by the Parties in one or more definitive agreements.

ARTICLE VI
SERVICE TARIFF; CONFLICTS

1. A copy of the Service Tariff is attached to this Agreement as Exhibit 1 and shall apply under this Agreement with the same force and effect as if fully set forth herein. The Customer consents to the application of the Service Tariff.
2. In the event of any inconsistencies, conflicts, or differences between the provisions of the Service Tariff and the Rules, the provisions of the Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariff or the Rules, the provisions of this Agreement shall govern.

ARTICLE VII
TRANSMISSION AND DELIVERY

1. The Customer shall be responsible for:
 - a. complying with all requirements of its local electric utility (including any other interconnecting utilities) that are necessary to enable the Customer to receive delivery service for the Allocation. Delivery of the Allocation shall be subject to the Utility Tariff;
 - b. paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff, and if the Authority incurs any charges associated with such delivery service, reimbursing the Authority for all such charges; and
 - c. obtaining any consents and agreements from any other person that are necessary for the delivery of the Allocation to the Facility, and complying with the requirements of any such person, provided that any such consents, agreements and requirements shall be subject to the Authority's approval.

2. The Customer understands and acknowledges that delivery of the Allocation will be made over transmission facilities under the control of the NYISO. The Authority will act as the LSE with respect to the NYISO, or arrange for another entity to do so on the Authority's behalf. The Customer agrees and understands that it shall be responsible to the Authority for all costs incurred by the Authority with respect to the Allocation for the services established in the NYISO Tariff, or other applicable tariff ("NYISO Charges"), as set forth in the Service Tariff or any successor service tariff, regardless of whether such NYISO Charges are transmission-related.

ARTICLE VIII

BILLING AND BILLING METHODOLOGY

1. The billing methodology for the Allocation shall be determined on a "load factor sharing" basis in a manner consistent with the Utility Tariff and any agreement between the Authority and the Customer's local electric utility. An alternative basis for billing may be used provided the Parties agree in writing and the local electric utility provides its consent if such consent is deemed necessary.
2. Except as otherwise provided in this Agreement, all other provisions with respect to billing are set forth in the Service Tariff and the Rules.
3. The rights and remedies provided to the Authority in this Article are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE IX

HYDROPOWER CURTAILMENTS AND SUBSTITUTE ENERGY

1. In the event of an Adverse Water Condition, the Authority will have the right in its discretion to implement Hydropower Curtailments. The Authority will implement Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.
2. In the event of a Hydropower Curtailment, the Authority will provide Substitute Energy to the Customer and the Customer shall pay for such Substitute Energy. Unless otherwise agreed upon by the Parties in writing, Substitute Energy shall be sourced from markets administered by the NYISO.
3. For each kilowatt-hour of Substitute Energy provided by the Authority during a Hydropower Curtailment, the Customer shall pay the Authority directly during the billing month: (1) the difference between the market cost of the Substitute Energy and the charge for firm energy as provided for in this Agreement; and (2) any NYISO charges and taxes the Authority incurs in connection with the provision of such Substitute Energy. Unless otherwise agreed upon by the Parties in writing, billing and payment for Substitute Energy provided for Hydropower Curtailments shall be governed by the provisions of the Service Tariff relating to the rendition and payment of bills for Electric Service.
4. The Authority shall be under no obligation to deliver, and will not deliver, any such curtailed energy to the Customer in later billing periods.

5. The Authority may require the Customer to enter into a separate agreement relating to the provision and sale of Substitute Energy. The provisions of this Agreement will remain in effect notwithstanding the existence of any such separate agreement.

ARTICLE X

EFFECTIVENESS, TERM AND TERMINATION

1. This Agreement shall become effective and legally binding on the Parties on the Effective Date.
2. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (a) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (b) termination by the Authority pursuant to this Agreement, the Service Tariff, or the Rules; or (c) expiration of the Allocation by its own term as specified in Schedule A.
3. The Customer may exercise a partial termination of the Allocation upon at least sixty (60) days' prior written notice to the Authority. The Authority will effectuate the partial termination as soon as practicable after receipt of such notice taking account of the Authority's internal procedures and requirements of the Customer's local electric utility.
4. The Authority may cancel service under this Agreement or modify the quantities of Firm Power and Firm Energy associated with the Allocation: (1) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC or its successor agency); or (2) as otherwise provided in this Agreement, the Service Tariff, or the Rules.

ARTICLE XI

EXTENSIONS OF ALLOCATION; AWARD OF ADDITIONAL ALLOCATIONS

1. The Customer may apply to the Authority for an extension of the term of the Allocation identified in Schedule A:
 - a. during the thirty-six (36) month period immediately preceding the scheduled expiration of the Allocation;
 - b. pursuant to any other process that the Authority establishes; or
 - c. with the Authority's written consent.
2. Upon proper application by the Customer, the Authority may in accordance with applicable law and Authority procedures award additional allocations of PP at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional allocation, the Authority will (a) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (b) produce a modified Appendix to Schedule B, as the Authority determines to be appropriate. The Authority will furnish the Customer with any such modified Schedule A, supplemental schedule, and/or a modified

Appendix to Schedule B, within a reasonable time after commencement of Electric Service for any such additional allocation.

3. In addition to any requirements imposed by law, the Customer hereby agrees to furnish such documentation and other information as the Authority requests to enable the Authority to evaluate any requests for extension of the Allocation or additional allocations and consider the terms and conditions that should be applicable of any extension or additional allocations.

ARTICLE XII

NOTICES

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To: The Authority

New York Power Authority
123 Main Street
White Plains, New York 10601

Email:

Facsimile: _____

Attention: Manager – Business Power Allocations and Compliance

To: The Customer

EZ STAK LLC
20400 Old Rome State Road
Watertown, New York 13601

Email:

Facsimile:

Attention:

2. The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XII.1.
3. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (e) on the date of transmission if sent by electronic communication to the appropriate address as set forth above, with confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XIII
SUCCESSORS AND ASSIGNS; RESALE OF HYDROPOWER

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party, which consent shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing sentence, the Authority may require such approvals, and such consents and other agreements from the Customer and other parties, that the Authority determines are necessary in order to effectuate any such assignment.
2. The Customer may not transfer any portion of the Allocation to any other person, or a location different than the Facility, unless: (a) the Authority in its discretion authorizes the transfer Authority; (b) all other requirements applicable to a transfer, including board approvals, are satisfied; and (c) the transfer is effectuated in a form and subject to such terms and conditions approved by the Authority. Any purported transfer that does not comply with the foregoing requirements shall be invalid and constitute grounds for the Authority in its discretion to suspend Electric Service or terminate the Allocation and/or this Agreement.
3. The Customer may not sell any portion of the Allocation to any other person, allow any other person to use any portion of the Allocation, or allow any other person to interconnect to the Facility. Any purported sale shall be invalid and any violation of this provision shall constitute grounds for the Authority in its discretion to suspend Electric Service, or terminate the Allocation and/or this Agreement.

ARTICLE XIV
MISCELLANEOUS

1. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the FERC License and the Niagara Redevelopment Act (16 USC §§836, 836a) and rulings by the IJC and without regard to conflicts of law provisions.

2. Venue

The Parties: (a) consent to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement; (b) agree to accept service of process; and (c) will not raise any argument of inconvenient forum.

3. Previous Agreements; Modifications; and Interpretation

- a. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation and the subject matter of the Agreement, and

supersedes all previous communications and agreements between the Parties, oral or written, with reference to the sale of the Allocation.

- b. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.
- c. No provision shall be construed against a Party on the basis that such Party drafted such provision.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC or a court of competent jurisdiction, such order shall not be deemed to invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

ARTICLE XV
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement as a PDF or similar file type transmitted via electronic mail, cloud based server, e-signature technology or similar electronic means shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

EZ STAK LLC

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: John R. Koelmel, Chairman

Date: _____

SCHEDULE A
PRESERVATION POWER ALLOCATIONS

Customer: EZ STAK LLC				
Type of Allocation	Allocation Amount (kW)	Facility and Address	Trustee Approval Date	Allocation Expiration Date
Preservation Power	670 kW	20400 Old Rome State Road Watertown, New York 13601	March 31, 2020	Ten (10) years from the date of commencement of Electric Service

SCHEDULE B
SUPPLEMENTAL PRESERVATION POWER COMMITMENTS

ARTICLE I
SPECIFIC SUPPLEMENTAL COMMITMENTS

1. Employment Commitments

- a. The Customer shall create and maintain the employment level set forth in the Appendix to this Schedule B (the “Base Employment Level”). Such Base Employment Level shall be the total number of full-time positions held by: (a) individuals who are employed by the Customer at Customer’s Facility identified in the Appendix to this Schedule, and (b) individuals who are contractors or who are employed by contractors of the Customer and assigned to the Facility identified in such Appendix (collectively, “Base Level Employees”). The number of Base Level Employees shall not include individuals employed on a part-time basis (less than 35 hours per week); provided, however, that two individuals each working 20 hours per week or more at such Facility shall be counted as one Base Level Employee.
- b. The Base Employment Level shall not be created or maintained by transfers of employees from previously held positions with the Customer or its affiliates within the State of New York, except that the Base Employment Level may be filled by employees of the Customer laid off from other Customer facilities for *bona fide* economic or management reasons.
- c. The Authority may consider a request to change the Base Employment Level based on a claim of increased productivity, increased efficiency or adoption of new technologies or for other appropriate reasons as determined by the Authority. Any such change shall be within Authority’s discretion.

2. Capital Investment Commitments

The Customer shall make the capital investments specified in the Appendix to this Schedule B.

3. Power Utilization

For each month the Authority provides Electric Service to the Customer, the Customer shall utilize the entire Allocation, as represented by the Billing Demand (as such term is described in the Service Tariff), provided, however, that if only part of the Allocation is being utilized in accordance with Schedule C, the Customer shall utilize such partial amount of the Allocation.

4. Energy Efficiency and Conservation Program

- a. The Customer shall implement an energy efficiency and conservation program at the Facility through either (a) enrollment of the Facility and participation in NYEM in accordance with a NYEM Agreement, or (b) one or more Physical Energy Audits of the Facility, or (c) a combination of such measures, in accordance with the provisions of this Article.
- b. The Authority shall transmit to the Customer a NYEM Agreement and an election form. The Customer shall elect to either (a) enroll the Facility and participate in NYEM for a three-year term ("NYEM Participation") in accordance with the NYEM Agreement, or (b) perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority's communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit within three (3) years of the Effective Date of this Agreement, at its own expense.
- c. The Authority shall, on or before the expiration of the three-year term of the NYEM Agreement, transmit to the Customer a NYEM Agreement specifying the terms and conditions that would apply to NYEM participation for a second term, and an election form. The Customer shall elect either (a) NYEM Participation for a second term, or (b) to perform a Physical Energy Audit of the Facility. The Customer shall make the election within sixty (60) days of its receipt of the Authority's communication. If the Customer elects NYEM Participation, it shall execute and return the NYEM Agreement to the Authority with the election form, abide by the NYEM Agreement, and participate in NYEM at its own expense at the rate provided in the NYEM Agreement. If the Customer elects to perform a Physical Energy Audit, it shall perform the Physical Energy Audit during the calendar year that begins six years after of the Effective Date of this Agreement, at its own expense.
- d. The Authority may in its discretion waive the requirement for a Physical Energy Audit, or may agree to a limited energy audit of the Facility, where it determines that the Physical Energy Audit is unnecessary based on the age of the Facility, energy efficiency and conservation improvements made at the Facility, the length of the Allocation, or other considerations the Authority determines to be relevant.

ARTICLE II
RECORDKEEPING, REPORTING AND FACILITY ACCESS

1. Employment

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority, of the total number of Base Level Employees who are employed at or assigned to the Customer's Facility identified in the Appendix to this Schedule, as reported to the United States Department of Labor (or as reported in such other record as agreed upon by the Authority and the Customer). Such report shall separately identify the individuals who are employed by the Customer, and the individuals who are contractors or who are employed by contractors of the Customer, and shall be certified to be correct by an officer of the Customer, plant manager or such other person authorized by the Customer to prepare and file such report and shall be provided to the Authority on or before the last day of February following the end of the most recent calendar year. The Authority shall have the right to examine and audit on reasonable advance written notice all non-confidential written and electronic records and data concerning employment levels including, but not limited to, personnel records and summaries held by the Customer and its affiliates relating to employment in New York State.

2. Capital Investments

The Customer shall comply with the recordkeeping, recording and reporting requirements specified in the Appendix to this Schedule B.

3. Power Usage

A record shall be kept monthly by the Customer, and provided on a calendar year basis to the Authority on or before the last day of February following the end of the most recent calendar year, of the maximum demand utilized each month in the Facility receiving the power covered by the Agreement.

4. Energy Efficiency and Conservation Program

Upon the Authority's request, the Customer shall provide the Authority with (a) a copy of the results of any Physical Energy Audit performed at the Facility (or, at the Authority's option, a report describing the results), performed pursuant to this Article; and (b) a description of any energy efficiency or conservation measures that the Customer has implemented at the Facility in response to any Physical Energy Audit or as a result of NYEM Participation.

5. Facility Access

Notwithstanding any other provision of the Agreement, the Customer shall provide the Authority with such access to the Facility, and such documentation, as the

Authority deems necessary to determine the Customer's compliance with the Customer's Supplemental Commitments specified in this Schedule B.

ARTICLE III

COMPLIANCE ACTION BY THE AUTHORITY

1. Employment

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in the Appendix to this Schedule B for the subject calendar year, the Authority may reduce the Contract Demand in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount of reduction will be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average monthly employment during the subject calendar year divided by the Base Employment Level. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, the Agreement shall automatically terminate.

2. Capital Investment Commitment

The Authority may reduce the Contract Demand as provided in the Appendix to this Schedule B if the Customer does not comply with the Capital Investment Commitment.

3. Power Utilization Level

If the average of the Customer's six (6) highest Billing Demands (as such term is described in the Service Tariff) for Preservation Power is less than 90% of the Customer's Contract Demand in such calendar year the Authority may reduce the Contract Demand subject to in accordance with the procedures provide in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average of the six (6) highest Billing Demands for in such calendar year divided by the Contract Demand. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

4. Additional Compliance Action

In addition to the Authority's other rights and remedies provided in this Agreement, the Service Tariff and the Rules, the Authority may suspend Electric Service to the Customer if the Customer does not comply with any of the requirements in Section I.4 or Article II of this Schedule B.

5. Notice of Intent to Reduce Contract Demand

In the event that the Authority determines that the Contract Demand will be wholly or partially reduced pursuant to Sections III.1, III.2, or III.3 of this Schedule B, the Authority shall provide the Customer with at least thirty (30) days prior written notice of the proposed reduction, specifying the amount and reason for the reduction. Before implementing any reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance, Facility upgrade periods, and the business cycle. If, at the end of the thirty (30) day notice period, the Authority determines that a reduction is warranted, it shall provide the Customer with notice of such determination and provide the Customer with sixty (60) days to present a proposed plan with actionable milestones to cure the deficiency. The Authority shall respond to the Customer concerning the acceptability of any proposed plan that is provided in accordance with this Section III.5 within thirty (30) days of the Authority's receipt of such proposed plan. It shall be within the Authority's discretion whether or not to accept the Customer's proposed plan, require a different plan, or implement the reduction of the Contract Demand.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 37 full-time, permanent employees (“Base Employment Level”) at the Customer’s Facility within three (3) years of commencement of Electric Service. The Base Employment Level shall be maintained thereafter for the term of the Allocation through the Allocation Expiration Date specified in Schedule A in accordance with Article I of Schedule B.

CAPITAL INVESTMENT COMMITMENTS

1. **Annual Capital Investment Commitment** (if applicable, as specified below)
 - a. Each Reporting Year, the rolling average of the annual capital investments made by the Customer at the Facility (“Rolling Average”) shall total not less than \$ N/A (the “Annual Capital Investment Commitment”). For purposes of this provision, “Rolling Average” means the three-year average comprised of (1) the total amount of capital investments (“Annual CI Expenditures”) made by the Customer at the Facility during the current Reporting Year, and (2) the Annual CI Expenditures made by the Customer at the Facility during the two prior Reporting Years.
 - b. Each year, the Customer shall record its Annual CI Expenditures for purposes of enabling the Authority to determine and verify the Rolling Average, which shall be provided to the Authority in a form specified by the Authority on or before the last day of February following the end of the most recent calendar year.
 - c. If the Customer’s Rolling Average as determined by the Authority is less than 90% of its Annual Capital Investment Commitment for the Reporting Year, the Contract Demand may be reduced by the Authority in accordance with the procedures provided in Section III.5 of this Schedule. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quantity one minus the quotient of the Rolling Average divided by the Annual Capital Investment Commitment. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.
2. **Expansion Project–Capital Investment Commitment** (if applicable, as specified below)
 - a. The Customer shall make a minimum capital investment of \$6,200,000 to construct, furnish and/or expand the Facility (“Expansion Project Capital Investment Commitment”). The Expansion Project Capital Investment Commitment is expected to consist of the following approximate expenditures on the items indicated:

\$1,250,000 – New Building Acquisition

\$2,500,000 – Machinery and Equipment

\$2,450,000 – Building Renovations

\$6,200,000 – Minimum Expansion Project Capital Investment
Commitment

- b. The Expansion Project Capital Investment Commitment shall be made, and the Facility shall be completed and fully operational, no later than March 31, 2023 (*i.e.*, within three (3) years of the date of the Authority's award of the Allocation). Upon request of the Customer, such date may be extended in the discretion of the Authority.

SCHEDULE C
TAKEDOWN SCHEDULE

SCHEDULE D
ZERO EMISSION CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. WNY-2, or in the Rules.

“Affected LSEs” has the meaning provided in Section II.2 of this Schedule D.

“CES Order” means the Order issued by the PSC entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“PP Program ZEC Costs” has the meaning provided in Section II.4.b of this Schedule D.

“Government Action” has the meaning provided in Section II.8 of this Schedule D.

“Load Serving Entity” or “LSE” has the meaning provided in the CES Order.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the PP power program as authorized in the Power Authority Act.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“Zero Emission Credit” or “ZEC” has the meaning provided in the CES Order.

“Zero Emission Credit Charge” or “ZEC Charge” means the charge to the Customer established in this Schedule D.

“ZEC Purchase Obligation” has the meaning provided in Section II.2 of this Schedule D.

“ZEC Program Year” has the meaning provided in Section II.2 of this Schedule D.

II. ZEC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of the Service Tariff or the Rules, the Customer shall be subject to a ZEC Charge as provided in this Schedule D. The ZEC Charge shall be in addition to all other charges, fees and assessments provided for in the Agreement, the Service Tariff and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the ZEC Charge.
2. As provided in the CES Order, the Public Service Commission, as part of the CES and Tier 3 of the Renewable Energy Standard, imposed an obligation on Load Serving Entities that are subject to the CES Order (“Affected LSEs”) to purchase Zero Emission Credits from NYSERDA in an amount representing the Affected LSE’s proportional share of ZECs calculated on the basis of the amount of electric load the LSE serves in relation to the total electric load served by all Load Serving Entities in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes in the State (the “ZEC Purchase Obligation”). The ZEC Purchase Obligation is implemented on the basis of program years running from April 1 through March 31 of each year (“ZEC Program Year”).
3. The ZEC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of supporting the CES and Tier 3 of the RES and implementing the PP power program in a manner that is consistent with the New York State Energy Plan. The Authority will comply with the CES and Tier 3 of the RES by applying a form of ZEC Purchase Obligation to the end-user load for which the Authority serves as a load serving entity, including the load that the Authority serves under the PP power program.
4. The ZEC Charge, which is intended to recover from the Customer costs that the Authority incurs for purchasing ZECs in quantities that are attributable to the Customer’s PP load served under this Agreement, will be determined and assessed to the Customer as follows:
 - a. The cost of the total ZEC Purchase Obligation for all LSEs in the New York Control Area, including the Authority as a participating load serving entity, will be assessed pursuant to the methodology provided in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA based on the proportion of the forecasted total kilowatt-hours load served by the Authority (i.e., total Authority LSE load) in relation to the forecasted total kilowatt-hours load served by all LSEs in the New York Control Area as

provided in the CES Order. The ZEC Purchase Obligations may be based on initial load forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

- b. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as load serving entity, including the PP load that it serves (the “PP Program ZEC Costs”). Such allocation will be based on the forecasted kilowatt-hours load of the PP program to be served by the Authority in relation to the forecasted total kilowatt-hours load served by the Authority (total Authority LSE load) for each ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of ZEC Purchase Obligations will be allocated to the PP power program based on the proportion of the actual annual kilowatt-hours load served under such programs to total actual annual kilowatt-hours load served by the Authority (total Authority LSE load).
 - c. The Authority will allocate a portion of the PP Program ZEC Costs to the Customer as the ZEC Charge based on the proportion of the Customer’s actual kilowatt-hours load for the PP purchased by the Customer to total kilowatt-hours load served by the Authority under the PP power program (i.e., PP Program level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation referenced above will be passed through to the Customer based on the proportion of the Customer’s annual kilowatt-hours load purchased under this Agreement to total annual kilowatt-hours load served under the PP power program by the Authority (PP Program level load). The ZEC Charge assessed to the Customer shall not include any costs resulting from the Authority’s inability to collect a ZEC Charge from any other Authority customer.
5. The Authority may, in its discretion, include the ZEC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the ZEC Charge pursuant to another Authority-established procedure.
6. The Authority may, in its discretion, modify the methodology used for determining the ZEC Charge and the procedures used to implement such ZEC Charge on a nondiscriminatory basis among affected PP customers, upon consideration of such matters as Public Service Commission orders modifying or implementing the CES Order, guidance issued by the New York Department of Public Service, and other information that the Authority reasonably determines to be appropriate to the determination of such methodology. The Authority shall provide Customer with reasonable notice of any modifications to the methodology or procedures used to determine and implement the ZEC Charge.
7. Nothing in this Schedule shall limit or otherwise affect the Authority’s right to charge or collect from the Customer any rate, charge, fee, assessment, or tax

provided for under any other provision of the Agreement, or any provision of the Service Tariff, or the Rules.

8. If the ZEC Purchase Obligation is modified or terminated by the Public Service Commission or other controlling governmental authority (collectively, "Government Action"), the Authority shall modify or terminate the ZEC Charge, and assess any additional charges or provide any credits to the Customer, to the extent that the Authority determines such actions to be appropriate based on such Government Action.

SCHEDULE E
MONTHLY RENEWABLE ENERGY CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in the Service Tariff No, or in the Rules.

“Alternative REC Compliance Program” has the meaning provided in Section III.1 of this Schedule E.

“Annual REC Percentage Target” has the meaning provided in Section II.2 of this Schedule E.

“CES Order” means the Order issued by the Public Service Commission entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State in the CES Order.

“Load Serving Entity” has the meaning provided in the CES Order.

“Mandatory Minimum Percentage Proportion” has the meaning provided in the CES Order.

“Monthly Renewable Energy Credit Charge” or “Monthly REC Charge” means the monthly charge to the Customer established in this Schedule E.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Public Service Commission” means the New York State Public Service Commission.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as described in the CES Order.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“RES Compliance Program” means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under the PP power program as authorized in the Power Authority Act.

“Renewable Energy Standard” or “RES” means the Renewable Energy Standard adopted by the State in the CES Order.

“REC Compliance Measures” mean: (1) the Authority’s procurement of RECs from NYSERDA in accordance with NYSERDA procedures and/or the CES Order; (2) the Authority’s procurement of RECs from available REC markets; (3) the Authority’s procurement of RECs from sources other than those identified in items (1) and (2) of this definition, including through a procurement process adopted by the Authority; and/or (4) any other measure that the PCS authorizes a Load Serving Entity to implement for the purpose of meeting the applicable Mandatory Minimum Percentage Proportion.

“Total Monthly PP Load” has the meaning provided in Section II.3.b of this Schedule E

“Total Monthly REC Costs” has the meaning provided in Section II.3.b of this Schedule E.

II. MONTHLY REC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of the Service Tariff, or the Rules, the Customer shall be subject to a Monthly REC Charge as provided in this Schedule E. The Monthly REC Charge is in addition to all other charges, fees and assessments provided in the Agreement, the Service Tariff and the Rules. By accepting Electric Service under the Agreement, the Customer agrees to pay the Monthly REC Charge.
2. The Monthly REC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of complying with the CES and Tier 1 of the RES and implementing the PP power program in a manner that is consistent with the New York State Energy Plan, pursuant to which the Authority will invest in new renewable generation resources to serve its PP customers. Such investments will be made through the procurement of RECs through REC Compliance Measures in quantities that are intended to address the annual Mandatory Minimum Percentage Proportions as applied by the Authority to the total PP load that the Authority will serve each calendar year (the “Annual REC Percentage Target”) for the purpose of ultimately meeting the RES.
3. The Monthly REC Charge, which is intended to recover from the Customer costs that the Authority incurs for implementing REC Compliance Measures that are attributable to the Customer’s PP load served under this Agreement, will be determined and assessed to the Customer as follows:

- a. The Authority shall have the right, for each calendar year to implement such REC Compliance Measures as it determines in its discretion to be appropriate for the purpose of meeting the Annual REC Percentage Target for the total PP load that it will serve during such calendar year.
- b. The Authority will, for each month of each calendar year, calculate the total costs (“Total Monthly REC Costs”) that the Authority has incurred or estimates that it will incur from implementing RES Compliance Measures for the purpose of meeting the Annual REC Percentage Target for the total PP kilowatt-hour load for the month (“Total Monthly PP Load”). The Total Monthly REC Costs may be calculated based on forecasts of the Total Monthly PP Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly PP Load that the Authority served for the month.
- c. Each month, the Authority will assess to the Customer, as a Monthly REC Charge, which will represent the Customer’s share of the Total Monthly REC Costs assessed to the Total Monthly PP Load. The Monthly REC Charge will be assessed as the proportion of the Customer’s total kilowatt-hours load served by the Authority for such month to the Total Monthly PP Load served by the Authority for such month, provided, however, that:
 - i. the Monthly REC Charge to the Customer shall not include any costs associated with the Authority’s inability to collect the Monthly REC Charge from other Authority customers; and
 - ii. the effective per-MWh rate of the Monthly REC Charge to the Customer averaged over the REC Program Year to which the Annual REC Percentage Target applies shall not exceed the per-MWh rate of a Monthly REC Charge based on NYSERDA’s published REC price for the REC Program Year.
4. The Authority may, in its discretion, include the Monthly REC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly REC Charge pursuant to another Authority-established procedure.
5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly REC Charge, conduct a reconciliation process based on the actual costs that it incurred for REC Compliance Measures and actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Customer’s Monthly REC Charges during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority’s bills for Electric Service under this Agreement or pursuant to any other procedure established by the Authority pursuant to Section II.4 of this Schedule E.

6. Notwithstanding the provisions of Section II.3 of this Schedule E, if Electric Service for the Allocation is commenced after the Authority has implemented REC Compliance Measures for the year in which such Electric Service is commenced, and as a result the Customer's load cannot be accounted for in such REC Compliance Measures, the Authority may in its discretion implement separate REC Compliance Measures in order to meet the Annual REC Percentage Target for Customer's load for the year, and bill the Customer for the costs associated with such separate REC Compliance Measures.
7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of the Service Tariff, or the Rules.

III. ALTERNATIVE REC COMPLIANCE PROGRAM

1. Nothing in this Schedule E shall be construed as preventing the Parties from entering into other agreements for an alternative arrangement for the Authority to meet the Annual REC Percentage Target with respect to the Customer's Allocation, including but not limited to Customer self-supply of RECs, alternative REC compliance programs and cost allocation mechanisms, in lieu of the Monthly REC Charge provided in this Schedule E (collectively, "Alternative REC Compliance Program").
2. The Authority shall communicate at least biennially with the Customer concerning implementation of the RES Compliance Program and potential Alternative REC Compliance Programs, if any, that the Authority is offering or expects to offer.

APPLICATION SUMMARY
Expansion Power (“EP”)

Company:	Fieldbrook Foods Corporation (“Fieldbrook”)
Location:	Dunkirk
County:	Chautauqua County
IOU:	National Grid
Business Activity:	The company is a manufacturer of a wide variety of ice cream and frozen dessert products.
Project Description:	Fieldbrook is proposing to add two new manufacturing lines at its existing Ice Cream Drive facility to accommodate significant growth plans. The Project also consists of new and/or upgraded refrigeration equipment, building improvements, and information technology-related enhancements.
Existing Allocation(s):	3,000 kilowatts (“kW”) of Expansion Power (“EP”) and 780 kW of ReCharge New York at this location.
Power Request:	3,000 kW of EP
Power Recommended:	2,000 kW of EP
Job Commitment:	
Base:	492
New:	At least 54 jobs
New Jobs/Power Ratio:	27 jobs/MW
New Jobs - Avg. Wage and Benefits:	\$61,050
Capital Investment:	At least \$51.7 million
Capital Investment/MW:	\$25.9 million/MW
Other ED Incentives:	(1) County of Chautauqua Industrial Development Agency (IDA) incentives, and (2) Empire State Development (ESD) via the Excelsior Jobs Program
Summary:	Following Fieldbrook’s acquisition by Wells Enterprises, Inc., the company is proposing to install two new manufacturing lines at its Dunkirk facility. The company is also proposing significant equipment upgrades, infrastructure improvements, and a new cold storage climate control system. Fieldbrook currently employs 492 persons at its Dunkirk facility. Fieldbrook maintains a manufacturing plant in New Jersey and is considering the proposed expansion project at that site. An allocation of low-cost hydropower, along with additional state support, could incentivize Fieldbrook to choose its Dunkirk facility as the site for its new expansion project. If the proposed project occurs at the Dunkirk facility it could position Fieldbrook to consider additional expansion opportunities at the Dunkirk facility in the future.

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation ⁽¹⁾	Base Employment ⁽²⁾	Job Creation Commitment	Project Capital Investment (\$)		Contract Term (years)
1	Magellan Aerospace Processing, Long Island, Inc.	West Babylon	Suffolk	Long Island	LIPA	Manufacturer of aerospace systems	150	106	136	2	\$519,000	⁽³⁾	7
2	Marine Interface, Inc.	Glen Cove	Nassau	Long Island	LIPA	Design of marine propulsion systems	1,100	770	0	16	\$4,000,000		7
	Long Island Region Sub-totals:							876	0	18	\$4,519,000		

Totals

876	0	18	\$4,519,000

- (1) All expansion-based RNY Power allocations are recommended to be "up to" the amount indicated pending the applicant's compliance with contractual commitments, including commitments relating to job creation, capital investment spending and power utilization.
- (2) The number of new jobs committed will be above a base employment level specified in the power sale contract with the applicant.
- (3) This applicant was previously approved for an RNY Power allocation. The base employment level refers to the applicant's retained jobs, which are already associated with an existing power allocation.

Retention-Based Allocations

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation	Jobs Retained	Jobs Created	Capital Investment (\$)		Contract Term (years)
1	2758 Trombley Road, LLC	Weedsport	Cayuga	Central New York	NYSEG	Bulk trucking services	40	20	70	0	\$1,100,000	(1)	7
	Central New York Region Sub-totals:							20	70	0	\$1,100,000		
2	Vertex Optics, Inc.	Victor	Ontario	Finger Lakes	RGE	Manufacturer of optical components	34	16	8	0	\$2,297,000	(1)	7
	Finger Lakes Region Sub-totals:							16	8	0	\$2,297,000		
3	Exergy, LLC	Garden City	Nassau	Long Island	LIPA	Manufacturer of heat exchangers	67	30	43	0	\$200,000	(1)	7
4	J. T. D. Stamping Co., Inc.	West Babylon	Suffolk	Long Island	LIPA	Manufacturer of metal washers	179	86	36	0	\$25,000		7
	Long Island Region Sub-totals:							116	79	0	\$225,000		
5	Losurdo Foods, Inc.	Amsterdam	Montgomery	Mohawk Valley	NGRID	Manufacturer of frozen pizza dough	265	130	25	5	\$350,000		7
	Mohawk Valley Region Sub-totals:							130	25	5	\$350,000		

Retention-Based Totals

282	182	5	\$3,972,000

Expansion-Based Allocations

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation (3)	Base Employment	Job Creation Commitment	Project Capital Investment (\$)		Contract Term (years)
6	Lumazu LLC	Johnsburg	Warren	Capital District	NGRID	Dairy farm for cheese production	24	10	12	6	\$706,146		7
	Capital District Sub-totals:							10	12	6	\$706,146		
7	2758 Trombley Road, LLC	Weedsport	Cayuga	Central New York	NYSEG	Bulk trucking services	50	26	70	15	\$10,000,000	(1), (2)	7
	Central New York Region Sub-totals:							26	0	15	\$10,000,000		
8	Vertex Optics, Inc.	Victor	Ontario	Finger Lakes	RGE	Manufacturer of optical components	200	100	8	20	\$1,147,000	(1), (2)	7
	Finger Lakes Region Sub-totals:							100	0	20	\$1,147,000		

Expansion-Based Allocations (continued)

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation (3)	Base Employment	Job Creation Commitment	Project Capital Investment (\$)		Contract Term (years)
9	AD Gelato Inc.	Williston Park	Nassau	Long Island	LIPA	Manufacturer of frozen desserts	85	40	9	1	\$1,500,000		7
10	Exergy, LLC	Garden City	Nassau	Long Island	LIPA	Manufacturer of heat exchangers	20	10	43	10	\$75,000	(1), (2)	7
	Long Island Region Sub-totals:							50	9	11	\$1,575,000		
11	PCB Piezotronics, Inc.	Lancaster	Erie	Western New York	NYSEG	Manufacturer of piezoelectric sensors	250	126	15	15	\$6,000,000	(4)	7
	Western New York Region Sub-totals:							126	0	15	\$6,000,000		

Expansion-Based Totals

312	21	67	\$19,428,146

Retention & Expansion-Based Totals

594	203	72	\$23,400,146

- (1) These applicants are being recommended for both RNY retention and expansion-based allocations.
- (2) The number of new jobs committed will be above a base employment level specified in the applicant's retention-based allocation recommendation.
- (3) All expansion-based RNY Power allocations are recommended to be "up to" the amount indicated pending the applicant's compliance with contractual commitments, including commitments relating to job creation, capital investment
- (4) The base employment level refers to the applicant's retained jobs, which are already associated with an existing power allocation at a separate site, relocating to a new facility.

New York Power Authority
ReCharge New York Power Program
Informational Item - Applicants/Applications Not Recommended for RNY Power Allocation

Exhibit "5a viii-C"
March 31, 2020

Line	Company	City	County	Economic Development Region	IOU	Description	Reason ⁽¹⁾
1	IEH Corporation	Brooklyn	Kings	New York City	CONED	Manufacturer of printed circuit board connectors	Specific entities within the facility that would use and receive the benefit of an RNY allocation would not have a utility account or utility grade demand meter, and therefore it would not be possible for the utility to collect demand and usage data from specific users of RNY Power.

(1) Given the disposition of this application, EDPAB has not considered the eligibility of this applicant for an RNY Power allocation.

New York Power Authority
ReCharge New York Power Program
Informational Item - Terminate Application/Review Process

Exhibit "5a viii-D"
March 31, 2020

Line	Company	City	County	Economic Development Region	IOU	Description	Reason
1	Protagonista LLC	Bronx	Bronx	New York City	CONED	Studio space for arts & crafts	Applicant submitted an incomplete application.
2	Tekweld Solutions, Inc.	Hauppauge	Suffolk	Long Island	LIPA	Supplier of promotional products	Applicant submitted an incomplete application.
3	Vetted Tech Inc.	Syracuse	Onondaga	Central New York	NGRID	Manufacturer of polymer & metal components	Applicant has been unresponsive to requests by staff for additional information, preventing a complete analysis of the application.
4	WCV Media Inc.	Watertown	Jefferson	North Country	NGRID	Supercomputing facility for cryptomining	Applicant has been unresponsive to requests by staff for additional information, preventing a complete analysis of the application.

(Statutory Criteria – RNY Power Program)

- the significance of the cost of electricity to the applicant's overall cost of doing business, and the impact that a Recharge New York power allocation will have on the applicant's operating costs;
- the extent to which a Recharge New York power allocation will result in new capital investment in the state by the applicant;
- the extent to which a Recharge New York power allocation is consistent with any regional economic development council strategies and priorities;
- the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the applicant were to receive an allocation;
- the applicant's payroll, salaries, benefits and number of jobs at the facility for which a Recharge New York power allocation is requested;
- the number of jobs that will be created or retained within the state in relation to the requested Recharge New York power allocation, and the extent to which the applicant will agree to commit to creating or retaining such jobs as a condition to receiving a Recharge New York power allocation;
- whether the applicant, due to the cost of electricity, is at risk of closing or curtailing facilities or operations in the state, relocating facilities or operations out of the state, or losing a significant number of jobs in the state, in the absence of a Recharge New York power allocation;
- the significance of the applicant's facility that would receive the Recharge New York power allocation to the economy of the area in which such facility is located;
- the extent to which the applicant has invested in energy efficiency measures, will agree to participate in or perform energy audits of its facilities, will agree to participate in energy efficiency programs of the authority, or will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving a Recharge New York power allocation;
- whether the applicant receives a hydroelectric power allocation or benefits supported by the sale of hydroelectric power under another program administered in whole or in part by the New York Power Authority;
- the extent to which a Recharge New York power allocation will result in an advantage for an applicant in relation to the applicant's competitors within the state; and

- in addition to the foregoing criteria, in the case of a not-for-profit corporation, whether the applicant provides critical services or substantial benefits to the local community in which the facility for which the Recharge New York power allocation is requested is located.

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
BUSINESS SERVICES - CORPORATE FINANCE	Q19-6713RM – 8 Vendors							\$2 million *
	1. CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK New York, NY	03/11/20	Provide for energy efficiency, large scale renewable and offshore wind advisory services	03/10/25	B/P	\$250,000		
	2. ADVANCED AUTOMATION CORPORATION New York, NY	03/31/20 (on or about)	Provide for financial advisory services for energy projects consulting services	03/30/25	B/P			
	3. BNP PARIBAS SECURITIES CORPORATION New York, NY							
	4. CCA CAPITAL LLC Boston, MA							
	5. ERNST & YOUNG LLP New York, NY							
	6. J.P. MORGAN SECURITIES LLC New York, NY							
	7. NAVIGANT CONSULTING, INC. New York, NY							
	8. ROCKFLEET FINANCIAL SERVICES, INC. ♦ New York, NY							
							*Note: represents total aggregate value for \$2 million including an interim value of \$250,000 to Credit Agricole; 5-year term	
BUSINESS SERVICES - TREASURY	Q19-6846RM – 21 Vendors	03/03/20	Provide for pre-qualified underwriting pool for NYPA debt issuances	03/02/25	B/P			N/A*
	1. ACADEMY SECURITIES, INC. ♦ New York, NY							
							*Note: No funds are requested, rather concurrence / approval for continued status within pre-qualified underwriting pool	

♦ **M / WBE:** New York State-certified Minority / Women-owned Business Enterprise (indicated by the ♦ symbol after the Company Name)

1 Award Basis: B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search

2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
BUSINESS SERVICES - TREASURY	2. AMERICAN VETERANS GROUP, PBC Melville, NY							
	3. AMERIVET SECURITIES, INC. New York, NY							
	4. BANCROFT CAPITAL LLC Fort Washington, PA							
	5. BOFA SECURITIES, INC. New York, NY							
	6. CITIGROUP GLOBAL MARKETS, INC. New York, NY							
	7. DREXEL HAMILTON LLC New York, NY							
	8. ESTRADA HINOJOSA & COMPANY, INC Dallas, TX							
	9. FHN FINANCIAL CAPITAL MARKETS New York, NY							
	10. GOLDMAN SACHS & CO. LLC New York, NY							
	11. GREAT PACIFIC SECURITIES ♦ Costa Mesa, CA							

*Note: No funds are requested, rather concurrence / approval for continued status within pre-qualified underwriting pool

♦ **M / WBE:** New York State-certified Minority / Women-owned Business Enterprise (indicated by the ♦ symbol after the Company Name)
1 Award Basis: B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search
2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
BUSINESS SERVICES - TREASURY	12. J.P. MORGAN SECURITIES LLC New York, NY							
	13. JEFFERIES LLC New York, NY							
	14. LOOP CAPITAL MARKETS LLC ♦ New York, NY							
	15. MISCHLER FINANCIAL GROUP, INC. New York, NY							
	16. PIPER SANDLER & CO. New York, NY							
	17. ROBERTS & RYAN INVESTMENTS, INC. New York, NY							
	18. ROCKFLEET FINANCIAL SERVICES, INC. ♦ New York, NY							
	19. SAMUEL A. RAMIREZ & CO. INC. dba RAMIREZ & CO., INC. ♦ New York, NY							
	20. SIEBERT WILLIAMS SHANK & CO. LLC New York, NY							
	21. WELLS FARGO BANK, N.A. New York, NY							

*Note: No funds are requested, rather concurrence / approval for continued status within pre-qualified underwriting pool

♦ M / WBE: New York State-certified Minority / Women-owned Business Enterprise (indicated by the ♦ symbol after the Company Name)
1 Award Basis: B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search
2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
COMMERCIAL OPERATIONS - E-MOBILITY STRATEGY & BUSINESS DEVELOPMENT	CHRISTOPHER ALAN dba ELECTRIC CAR INSIDER Spring Valley, CA (4600003898)	03/14/20	Provide consulting services in support of the Authority's Electric Vehicle Model Community program	03/13/23	B/P	\$30,000		\$713,000*
							*Note: represents total aggregate value for a 3-year term including an interim value of \$30,000	
COMMERCIAL OPERATIONS - E-MOBILITY STRATEGY & BUSINESS DEVELOPMENT	LOWE & PARTNERS WORLDWIDE, INC. dba CAMPBELL EWALD NY Omaha, NE (4600003899)	03/14/20	Provide marketing, advertising and public relation services for the EVolve NY Program	03/13/23	B/P	\$200,000		\$ 6 million*
							*Note: represents total for up to 3-year term including an interim value of \$200,000	
COMMERCIAL OPERATIONS - ENERGY SERVICES PRODUCT DEVELOPMENT	Q19-6761JGM; 2 Awards							
	1. COI ENERGY SERVICES, INC. Tampa, FL (4600003876)	01/01/20	Provide Demand Response Services	12/31/21	B/P	\$37,500		\$250,000*
	2. ENBALA POWER NETWORKS (USA), INC. dba ENBALA Denver, CO (4600003877)	01/01/20	Provide Demand Response Distributed Energy Resource Virtual Power Plant solution	12/31/24	B/P	\$262,500		\$1.75 million*
							*Note: represents total aggregate value for \$2 million including an interim value of \$300,000 (\$37,500 to COI and \$262,500 to Enbala; COI is a one-year term with an option to extend one -year; Enbala 5- year term	
COMMERCIAL OPERATIONS - MARKET ANALYSIS MARKETING HEDGING	Q19-6857JW; 4 Awards	02/21/20	Provide Third Party Brokerage Services	02/20/25	B/N	\$100,000		\$ 500,000*
	1. GFINET, INC. dba AMEREX BROKERS LLC Sugar Land, TX							
	2. MACQUARIE FUTURES USA LLC New York, NY							

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2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
	3. SPECTRON ENERGY, INC. New York, NY 4. TFS ENERGY LLC dba TFS ENERGY FUTURES LLC Stamford, CT							
						*Note: represents total aggregate value for up to 5-year term including an interim value of \$100,000		
STRATEGIC PLANNING - STRATEGY & CORPORATE DEVELOPMENT	Q19-6845CL; 3 Awards 1. ARCH STREET COMMUNICATIONS, INC. ♦ White Plains, NY (4600003882) 2. BBG&G ADVERTISING, INC. ♦ Campbell Hall, NY (4600003886) 3. STAGWELL MEDIA LP dba SKDKNICKERBOCKER LLC New York, NY (4600003878)	03/01/20	Provide public outreach and strategic communication services in connection with the "Reimagine the Canals" campaign	02/28/25	B/P	\$500,000		\$ 3 million*
						*Note: represents total aggregate value for 5-year term including an interim value of \$500,000		
UTILITY OPERATIONS – DAM SAFETY	GEI CONSULTANTS, INC. PC Woburn, MA (Q19-6851CC)	03/31/20 (on or about)	Provide Dam Safety inspection services for the BG Pumped Storage Power Project	03/30/25	B/P			\$ 489,491*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – ENVIRONMENTAL AIR & SUSTAINABILITY	CEMTEK SYSTEMS, INC. Ocean, NJ (Q19-6875JGM)	03/31/20 (on or about)	Provide Continuous Emission Hardware Maintenance Services	03/30/25	B/P			\$ 3 million*
						*Note: represents total for up to 5-year term		

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Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis¹ Contract Type²	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
UTILITY OPERATIONS – FACILITY & INFRA-STRUCTURE	HEALY ELECTRIC CONTRACTING, INC. White Plains, NY (Q20-6882JM)	04/01/20	Provide On-Call Electrical Services for the Clarence D. Rappleyea building	03/31/25	B/S			\$ 5 million*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – GENERAL MAINTENANCE	BIOMARK, INC. Boise, ID (6000186867)	03/31/20 (on or about)	Provide operation and maintenance of the eel passage facility Passive Integrated Transponder (PIT) antennae monitoring systems at St. Lawrence–FDR Power Project	03/30/25	S/S			\$ 95,000*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – GENERAL MAINTENANCE	DEADLINE SOULTIONS, INC. Syracuse, NY (6000186839)	03/31/20 (on or about)	Provide operation and maintenance of the eel passage facility flow meters at the St. Lawrence –FDR Power Project	03/30/25	S/S			\$ 145,541*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – MAINTENANCE RESOURCE MANAGEMENT	STRATEGIC POWER SYSTEMS, INC. Charlotte, NC (A19-001291DW)	03/31/20 (on or about)	Provide Operational Reliability Analysis Program system software services in SENY	03/30/25	S/S			\$ 100,000*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – MAINTENANCE RESOURCE MANAGEMENT	WALTER T. GORMAN, P.E., P.C. New York, NY (A19-001802DW)	03/31/20 (on or about)	Provide code compliance and permitting services	03/30/25	B/S			\$ 500,000*
						*Note: represents total for up to 5-year term		

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Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
UTILITY OPERATIONS - MAINTENANCE RESOURCE MANAGEMENT	A20-001807JV; 2 Awards	07/15/20	Provide firm alarm, protection system inspection and maintenance services to the SENY Power Plants	07/14/25	B/S			\$ 3 million*
	1. ASSOCIATED FIRE PROTECTION Paterson, NJ							
	2. GRUNAU COMPANY, INC. Boardman, OH						*Note: represents total aggregate value 5-year term	
UTILITY OPERATIONS – MAINTENANCE RESOURCE MANAGEMENT	EGGAN EXCAVATING & EQUIPMENT COMPANY, INC. Rome, NY (C19-001600MG)	04/01/20	Provide Emergency Spill Response and Environmental services at Clark Energy Center	03/31/25	B/S			\$ 80,000*
							*Note: represents total for up to 5-year term	
UTILITY OPERATIONS - MAINTENANCE RESOURCE MANAGEMENT	C19-001547MG; 3 Awards							
	1. AVIATION SERVICES UNLIMITED LLC Rome, NY (4500319111)	01/31/20	Provide aviation operational and maintenance services	01/30/25	B/P	\$100,000		\$ 2 million*
	2. RIGHT BROTHER AVIATION LLC Chaffee, NY	04/01/20	Provide helicopter services	03/31/25	B/P	\$0.00		\$ 2 million*
	3. SOUTH AMERICAN JETS LLC Doral, FL	04/01/20	Provide helicopter services	03/31/25	B/P	\$0.00		\$ 2 million*
							*Note: represents total aggregate value for \$6 million including an interim value of \$100,000 to Aviation; 5-year term	

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2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-A"
March 31, 2020

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Expected Expenditures For Life Of Contract</u>
UTILITY OPERATIONS – OPERATIONS	ENERGETIX CORPORATION Oklahoma City, OK (Q20-6898TK)	03/31/20 (on or about)	Provide the Authority and Canal on-site and off-site drug and breath alcohol testing services	03/30/25	B/P			\$ 100,000*
						*Note: represents total for up to 5-year term		
UTILITY OPERATIONS – RESEARCH & TECHNOLOGY DEVELOPMENT	ELECTRIC POWER GROUP LLC Pasadena, CA (4500318163)	01/01/19	Provide maintenance on the Real Time Dynamic Monitoring system and DataNXT system	12/31/21	S/P			\$ 210,000*
						*Note: represents total for up to 3-year term with an option to extend for two additional years		

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1 **Award Basis:** B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search
2 **Contract Type:** P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

EXHIBIT "5b i-B"
March 31, 2020

<u>Plant Site/ Bus. Unit</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
HUMAN RESOURCES & ADMINISTRATION - TALENT ACQUISITION	Q16-6056MR; 15 awards:	10/01/16	Provide Human Resources Contingent Staffing Services	09/30/21	B/S			\$24 million*
	1. ASR INTERNATIONAL CORPORATION Hauppauge, NY (4600003212)						\$251,892.54	
	2. DATROSE ♦ Webster, NY (4600003210)						\$205,191.70	
	3. ECLARO INTERNATIONAL, INC. ♦ New York, NY (4600003211)						\$3,038,129.39	
	4. INFINITY CONSULTING SOLUTIONS, INC. New York, NY (4600003213)						\$0.00	
	5. KFORCE, INC. & SUBSIDIARIES New York, NY (4600003214)						\$0.00	
	6. LANCESOFT, INC. New York, NY (4600003217)						\$1,322,493.20	
	7. MINDLANCE, INC. Hoboken, NJ (4600003215)						\$2,301,195.78	
	8. MONROE STAFFING SERVICES LLC Trumbull, CT (4600003218)						\$1,701,075.03	

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2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; L= Legal Service

<u>Plant Site/ Bus. Unit</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis¹ Contract Type²</u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
	9. NEXUS STAFFING, INC. ♦ Mineola, NY (4600003219)						\$1,914,849.89	
	10. RANGAM CONSULTANTS, INC. ♦ Somerset, NJ (4600003226)						\$84,923.75	
	11. REINHARD MADISON APPROACH STAFFING, INC. dba MADISON APPROACH STAFFING, INC. ♦ Elmsford, NY (4600003216)						\$1,262,367.88	
	12. SOLOMON PAGE GROUP LLC New York, NY (4600003220)						\$16,285.00	
	13. TTI OF USA, INC. New York, NY (4600003221)						\$0.00	
	14. VTECH SOLUTION, INC. Washington, D.C. (4600003222)						\$743,646.30	
	15. WISEENGINEERING LLC ♦ Dover, NJ (4600003224)						\$0.00	
						*Note: represents aggregate total for initial 3-year term with the option to extend for an additional two years; including additional funding request of \$9 million		
LAW - LEGAL SERVICES	FOX ROTHSCHILD LLP Philadelphia, PA (4500276754)	08/29/16	Provide legal representation for the Authority in connection with existing construction litigation	08/27/21	Si/P	\$250,000	\$8,600,001	\$9.05 million*
						*Note: represents total for 5-year term, with additional funding of \$450,000 with \$250,000 interim and 1-year extension requested		

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2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; L= Legal Service

**2019 Annual Report on
Investment of Authority Funds**

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Section I

New York Power Authority Guidelines for the Investment of Funds

I. General

These Guidelines for the Investment of Funds (the “Guidelines”) are intended to effectuate the applicable provisions of the General Resolution Authorizing Revenue Obligations, adopted February 24, 1998 (the “Resolution”), the lien and pledge of which covers all accounts and funds of the Authority and that governs the Authority's existing policies and procedures concerning the investment of funds as contained in these Guidelines. In a conflict between the Guidelines and the Resolution, the latter shall prevail. In addition, these Guidelines are intended to effectuate the provisions of Section 2925 of the New York State Public Authorities Law.

II. Responsibility for Investments

The Deputy Treasurer and Investment Officer have the responsibility for the investment of Authority funds under the general supervision of the Treasury Investment Committee, formally comprised of the Executive Vice President and Chief Financial Officer, Treasurer, SVP & CRO, Controller, and VP Finance. Alternate members may include other appointees as so deemed appropriate by the EVP and CFO. The Treasurer shall ensure that an operating manual is maintained that provides a detailed description of procedures for maintaining records of investment transactions and related information.

III. Investment Goals

The Treasurer and Deputy Treasurer are responsible for maximizing the yield on investments consistent with requirements for safety, liquidity and minimization of risk. Monies will not be invested for terms in excess of the projected use of funds.

IV. Authorized Investments

A. Monies in funds established pursuant to the Resolution shall be invested in Authorized Investments or Authorized Certificates of Deposit, defined as follows:

“Authorized Investments” shall mean:

1. Direct obligations of or obligations guaranteed by the United States of America or the State of New York;
2. Bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage Association (including Participation Certificates), Government National Mortgage Association, Federal Financing Bank, Federal Home Loan Mortgage Corporation and

Federal Home Loan Banks, Federal Housing Administration, Federal Farm Credit Banks Funding Corporation, Federal Farm Credit Banks, Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks or any other agency controlled or supervised by and acting as an instrumentality of the United States government;

3. Obligations of any state of the United States of America or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision that shall be rated at the time of the investment in any of the three highest long-term Rating Categories, as such term is defined in the Resolution, or the highest short-term Rating Category by a Rating Agency, as such term is defined in the Resolution.
4. Public Housing Bonds issued by Public Housing Authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract with the United States of America; or Project Notes issued by Local Public Agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; provided that such Bonds or Notes are guaranteed by the United States of America.
5. Money market funds, as defined in the Investment Company Act of 1940, registered under the Federal Securities Act of 1933, and whose objective is to maintain a constant share value of \$1.00, provided that: (a) no more than \$50 million of the Authority's investments shall be invested in any one money market fund for more than thirty consecutive business days; and (b) no more than 40 percent of the total amount of the Authority's investments shall be invested in money market funds at any time.
6. Guaranteed Investment Contracts or GIC Funds issued by creditworthy insurance companies and collateralized by issuer's general or separate account assets, provided that no more than \$50 million of the Authority's investments shall be invested in any one contract or fund.
7. Reverse repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in paragraph (1) or (2) of this subdivision, which securities shall at all times have a market value of not less than the full amount of the repurchase agreement and be delivered to another bank or trust company organized under the laws of New York State or any national banking association domiciled in New York State, as custodian.

“Authorized Certificate of Deposit” shall mean a certificate of deposit authorized by the Resolution as an “Authorized Investment.” These include CDs offered through the Certificate of Deposit Account Registry Service (“CDARS”) program provided the co-operative property/casualty insurance company retains title on each CD purchased.

- B. The Authority, as an issuer of tax-exempt obligations, must not engage in any arbitrage practice prohibited by the arbitrage regulations promulgated under the Internal Revenue Code. In no event shall Authority funds be invested in a manner that would violate the provisions of such arbitrage regulations.

V. Provisions Relating to Qualifications of Dealers and Banks

- A.1. The purchase and/or sale of Authorized Investments shall be transacted only through banks, trust companies or national banking associations (herein collectively termed “Banks”) that are members of the Federal Reserve System and government security dealers (herein termed “Dealers”), which are Banks and Dealers reporting to, trading with and recognized as primary dealers by the Federal Reserve Bank of New York. A list of authorized Banks and Dealers shall be maintained. Banks and Dealers shall have demonstrated an ability to:
 - a) offer superior rates or prices on the types and amounts of securities required;
 - b) provide a high degree of attention to the Authority's investment objectives; and
 - c) execute trades in a timely and accurate manner.
- A.2. Authorized Investments may also be purchased or sold through minority-owned, women-owned, and service-disabled veteran owned firms authorized to transact business in the U.S. government and municipal securities markets. Such qualified firms shall demonstrate the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.
- A.3.A. Municipal securities qualifying as Authorized Investments may also be purchased or sold through any municipal bond dealer registered in the State of New York that demonstrates the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.
- B. Authorized Certificates of Deposit and time deposits (“Time Deposits”) shall be purchased directly from Banks that:
 - (1) are members of the Federal Reserve System transacting business in the State of New York;
 - (2) have capital and surplus aggregating at least \$50 million; and
 - (3) demonstrate all the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.

- C. Authorized Investments purchased by the Authority or collateral securing its investments shall be deposited only with custodians designated by the Authority. Such custodians shall be Banks that are members of the Federal Reserve System transacting business in the State of New York or creditworthy banks or trust companies authorized to do business in the State of New York.
- D. The Authority shall file with each qualified dealer a letter agreement that designates the (1) type of authorized investments, (2) Authority employees who are authorized to transact business and (3) delivery instructions for the safekeeping of investments.
- E. The Authority shall enter into a written contract with any (1) Dealer from which Authorized Investments are purchased subject to a repurchase agreement and (2) Bank from which Authorized Certificates of Deposit are purchased.

VI. General Policies Governing Investment Transactions

- A. Competitive quotations or negotiated prices shall be obtained except in the purchase of government securities at their initial auction or upon initial offering. A minimum of three quotes shall be obtained and documented from Dealers and/or Banks, except as indicated above, and the most favorable quote accepted. The Treasurer or Deputy Treasurer may waive this or other requirements and limits on a single-transaction basis only if warranted by market conditions and documented in writing.
- B. Authorized Investments purchased shall be either delivered to the Authority's designated custodian or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust Company, recorded in the Authority's name or in the name of a nominee agent or custodian designated by the Authority on the books of the Federal Reserve Bank of New York or the Depository Trust Company. Payment shall be made to the Dealer or Bank only upon receipt by the Authority's custodian of (1) the securities or (2) in the case of securities held in a book-entry account, written advice or wire confirmation from the Federal Reserve Bank of New York or the Depository Trust Company that the necessary book entry has been made.
- C. Each purchase or sale of Authorized Investments or Authorized Certificates of Deposit shall be authorized by the Treasurer or Deputy Treasurer. Investment orders may be placed by Authority employees as designated by the Treasurer. The custodian shall have standing instructions to send a transaction advice to the Authority's Controller for purposes of comparison with internal records. The Controller shall advise the Treasurer of any variances, and the Treasurer shall ensure appropriate corrections are provided.

VII. Policies Concerning Certain Types of Investment Diversification Standards Required

A. Authorized Certificates of Deposit and Time Deposits

1. Authorized Certificates of Deposit and Time Deposits shall be purchased directly from a Bank in the primary market.
2. Authorized Certificates of Deposit and Time Deposits shall be continuously secured/collateralized by Authorized Investments defined in subsection (1) or (2) of Section IV.A., having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such Certificates of Deposit or Time Deposits. Such Authorized Investments shall be segregated in a separate custodian account on behalf of the Authority. Collateral pledged for Certificates of Deposit or Time Deposits held as investments shall be market valued (marked to market) not less than once per week.
3. Investments in Authorized Certificates of Deposit or Time Deposits shall not exceed 25% of the Authority's invested funds. The par value of Authorized Certificates of Deposit purchased from any one Bank shall not exceed \$25 million.

B. Repurchase Agreements

The Authority may from time to time elect to enter into arrangements for the purchase and resale of Authorized Investments (known as "Repurchase Agreements"). This type of investment transaction shall be used only when there is no other viable, short-term investment alternative.

1. A Repurchase Agreement shall be transacted only with banks or trust companies authorized to do business in the State of New York or from broker dealers on the Federal Reserve Bank of New York's list of primary government securities dealers.
2. Authorized Investments purchased subject to a Repurchase Agreement shall be marked to market daily to ensure their value equals or exceeds the purchase price.
3. A Repurchase Agreement shall be limited to a maximum fixed term of 30 days. Payment for the purchased securities shall be made against delivery to the Authority's designated custodian (which shall not be a party to the transaction as seller or seller's agent) or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust Company, written advice that the securities are recorded in the Authority's name or in the name of a nominee, agent or

custodian designated by the Authority on the books of the Federal Reserve Bank or the Depository Trust Company.

4. No more than \$50 million of Authorized Investments shall be purchased under a Repurchase Agreement with any one Dealer or Bank. This requirement may be waived by the Executive Vice President and Chief Financial Officer on a single- transaction basis only if warranted by special circumstances and documented in writing.
5. The aggregate amount invested in Repurchase or Reverse Repurchase Agreements may not exceed \$250 million. The Executive Vice President and Chief Financial Officer may waive this requirement on a single-transaction basis only if warranted by cash-flow requirements and documented in writing.

VIII. Review

These Guidelines and any proposed amendments shall be submitted for Trustee review and approval at least once a year.

In addition to the Authority's periodic review, the Authority's independent auditors, in connection with their examination of the Authority, shall perform an annual audit of the investment portfolio, review investment procedures and prepare a report, the results of which will be made available to the Trustees.

IX. Reports

- A. The Treasurer shall submit an investment report to the Trustees, at least quarterly. Such report shall contain a (1) detailed description of each investment; (2) summary of the dealers and banks from which such securities were purchased and (3) a list of fees, commissions or other charges, if any, paid to advisors or other entities rendering investment services.
- B. The Treasurer shall submit an annual report for approval by the Trustees. In addition to the information provided quarterly, the Annual Report shall include (i) a copy of the Guidelines; (ii) an explanation of the Guidelines and any amendments thereto since the last annual report; (iii) the results of an annual independent audit of investment inventory and procedures and (iv) a record of income earned on invested funds. The approved report shall be submitted to the State Division of the Budget with copies distributed to the Office of the State Comptroller, the Senate Finance Committee and the Assembly Ways and Means Committee. Copies shall be made available to the public upon written reasonable request.
- C. Any waivers that occurred during the prior month shall be reported to the Executive Vice President and Chief Financial Officer.

X. Miscellaneous

- A. These Guidelines are intended for guidance of officers and employees of the Authority only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision thereof.
- B. Nothing contained in these Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract, agreement or investment of funds made or entered into in violation of, or without compliance with, the provisions of these Guidelines.
- C. No provisions in these Guidelines shall be the basis of any claim against any Trustee, officer or employee of the Authority in his or her individual or official capacity or against the Authority itself.

Section II

EXPLANATION OF INVESTMENT GUIDELINES

Section II Responsibility for Investments

Establishes responsibility for the Investment of Authority Funds and limits the number of individuals authorized to place investment orders.

Section III Investment Goal

Establishes the policy that earning a reasonable return on investments must be consistent with standards set for minimization of risk and availability of funds when needed.

Section IV Authorized Investments

Details the types of investments the Authority can undertake as prescribed in Section 101 of the Resolution.

This section also requires that investments made in each of the Funds established under the Resolution be invested for a term commensurate with cash-flow expectations and that such investments not violate the arbitrage regulations of the Internal Revenue Code.

Section V Provisions Relating to Qualifications of Dealers and Banks

Establishes criteria for the selection of banks and dealers from which the Authority may buy or sell investments. Business is transacted with firms that have demonstrated financial strength and a high degree of reliability with respect to servicing the Authority's needs. This section also directs that custody of Authority investments be maintained by banks that are members of the Federal Reserve System transacting business in the State of New York.

This section also addresses the subject of contracts with banks and dealers for the purchase or sale of Authorized Investments. The Authority has written Letters of Agreement with authorized dealers that specify the types of securities in which the Authority may invest and identify those Authority individuals authorized to give instructions related to the purchase and sale of securities. In addition, the Authority shall have a written form of agreement for use in repurchase transactions with any authorized dealer with which the Authority may transact this type of investment.

Section VI General Policies Governing Investment Transactions

Requires that the Authority solicit no less than three bids for the purchase or sale of securities in order to ensure the most favorable rate except when securities are purchased at their initial auction, upon new issue or through negotiated prices.

Requires that the Authority or its custodian, prior to payment, take possession of such securities, or in the case of book-entry securities, obtain written advice or wire confirmation that transfer or ownership has been recorded.

Establishes authorized employees to approve the purchase or sale of securities.

Establishes control procedures whereby the Controller shall compare the custodian's confirmation to Authority records.

Section VII Policy Concerning Certain Types of Investment Diversification Standards Required

Establishes a policy concerning the purchase of Authorized Certificates of Deposit and Time Deposits intended to minimize the risk associated with such transactions. Authorized Certificates of Deposit or Time Deposits may be purchased directly from a bank that is a member of the Federal Reserve System transacting business in the State of New York. Such deposits shall be continuously secured by Authorized Investments as outlined in subsection (1) or (2) of Section IV.A. This collateral shall be regularly priced to current market to assure the Authority's security interest is continuously protected. Aggregate holdings of Authorized Certificates of Deposit shall not exceed 25% of the Authority's total investment. Authorized Certificates of Deposit purchased from any one bank shall not exceed \$25 million.

Establishes a policy intended to minimize the risk associated with arrangements for the purchase and resale of Authorized Investments known as Repurchase Agreements ("Repos"). Repos purchased from any one qualified dealer or bank shall not exceed \$50 million and shall be limited to a maximum fixed term of five business days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or \$100 million. All securities purchased under the terms of a Repo shall be held in safekeeping by a designated custodian for the Authority. Such securities shall be priced to market on a daily basis to assure the Authority's security interest.

Section VIII Review

Establishes policy requiring review of the Guidelines at least once a year. Requires an annual audit by the Authority's independent auditors of the Authority's investment portfolio and compliance with the guidelines established by the Authority and the State Comptroller.

Section IX Reports

Establishes policy requiring submission of reports to the Authority's Trustees concerning the management and performance of the Authority's portfolio.

This Section also requires that an annual report be submitted for approval by the Authority's Trustees. Copies of the approved report shall be sent to the State Division of the Budget, Office of the State Comptroller, Senate Finance Committee and Assembly Way and Means Committee.

Section III

A. Investment Income Record

During 2019, the Authority's investment portfolio market value averaged approximately \$927 million and earned approximately \$18.4 million.

The earnings, by fund, were as follows (dollars in millions):

Operating Fund	\$17.9
Capital (Construction Funds)	<u>0.5</u>
Total	\$ 18.4

The 2019 investment income was higher than investment income earned in 2018. Maturing securities rolled off the portfolio and the proceeds from matured securities and investment of new cash flows were invested in higher yielding securities throughout the year.

B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

\$ 39,556	Ariel Investments
\$ 223,709	CenterSquare Investment Management
\$ 62,888	Garcia Hamilton
\$ 380,004	Lazard Asset Management
\$ 39,029	Loomis Sayles
\$ 196,977	MacKay & Shields
\$ 25,186	Matarin Capital Management
\$ 70,459	New Amsterdam
\$ 294,524	NEPC (Advisory Services)
\$ 88,254	State Street Global Advisors
\$ 391,021	Wellington International
<u>\$ 222,451</u>	Wells Capital Management Inc.
\$2,034,056	Total

Fees were paid from the OPEB Trust Fund.

C. Results of the Annual Independent Audit

In connection with its examination of the Authority's financial statements, KPMG LLP ("KPMG") performed tests of the Authority's compliance with certain provisions of the Investment Guidelines, the State Comptroller's Investment Guidelines and Section 2925 of the Public Authorities Law. Based on discussions with KPMG, Staff is of the opinion that KPMG's written report, which will be delivered upon approval of the financial statements by the Board, will state that the Authority complied, in all material respects, with the requirements during the year ended December 31, 2019. Consequently, staff believes the Authority is in compliance with the Investment Guidelines, the State Comptroller's Investment Guidelines and Section 2925 of the Public Authorities Law.

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF 12/31/19

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>TOTAL COST</u>
PORTFOLIO: BG ECO ENHANCEMENT							
MONEY MARKET FUND							
90262Y760	UBS Select Government Inst. Fund	<u>2,003,447.63</u>	1/1/2020	1.51	<u>1.571</u>	<u>2,003,447.63</u>	<u>2,003,447.63</u>
Subtotal:	MONEY MARKET FUND	2,003,447.63			1.571	2,003,447.63	2,003,447.63
Subtotal: PORTFOLIO: BG ECO ENHANCEMENT		2,003,447.63			1.571	2,003,447.63	2,003,447.63
PORTFOLIO: NIAGARA TAXABLE							
TREASURY							
912828J50	Treasury Note	<u>3,000,000.00</u>	2/29/2020	1.38	<u>2.596</u>	<u>2,959,335.94</u>	<u>2,959,335.94</u>
Subtotal:	TREASURY	<u>3,000,000.00</u>			<u>2.596</u>	<u>2,959,335.94</u>	<u>2,959,335.94</u>
Subtotal: PORTFOLIO: NIAGARA TAXABLE		3,000,000.00			2.596	2,959,335.94	2,959,335.94
PORTFOLIO: OPERATING NNY ECONOMIC DEVELOPMENT							
MONEY MARKET FUND							
74926P696	RBC US Government Money Market Fund	<u>4,808,400.39</u>	1/1/2020	1.58	<u>1.601</u>	<u>4,808,400.39</u>	<u>4,808,400.39</u>
Subtotal:	MONEY MARKET FUND	<u>4,808,400.39</u>			<u>1.601</u>	<u>4,808,400.39</u>	<u>4,808,400.39</u>
Subtotal: PORTFOLIO: OPERATING NNY ECONOMIC DEVELOPMENT		4,808,400.39			1.601	4,808,400.39	4,808,400.39
PORTFOLIO: OPERATING SPENT FUEL							
FREDDIE MAC							
3137FJXP9	FHLMC	<u>3,331,094.44</u>	2/25/2025	3.75	<u>3.518</u>	<u>3,379,332.02</u>	<u>3,379,332.02</u>
Subtotal:	FREDDIE MAC	3,331,094.44			3.518	3,379,332.02	3,379,332.02
HOME LOAN							
3130AF3M7	FHLB	25,000,000.00	4/15/2021	2.92	2.945	24,984,750.00	24,984,750.00
3130AHE25	FHLB	<u>20,000,000.00</u>	10/28/2021	2.00	<u>1.990</u>	<u>20,004,000.00</u>	<u>20,006,222.22</u>
Subtotal:	HOME LOAN	45,000,000.00			2.520	44,988,750.00	44,990,972.22
MUNICIPAL							
64990ANS0	NYS DORM PIT	5,215,000.00	3/15/2021	3.06	3.070	5,213,957.00	5,213,957.00
64990ANT8	NYS DORM PIT	40,000.00	3/15/2022	3.18	3.216	39,964.00	39,964.00
64990APC3	NYS DORM PIT	7,335,000.00	3/15/2022	3.18	3.187	7,333,533.00	7,333,533.00
20772J3G5	CT ST GEN OBLIG	<u>11,430,000.00</u>	8/15/2022	2.02	<u>1.828</u>	<u>11,551,843.80</u>	<u>11,551,843.80</u>
Subtotal:	MUNICIPAL	24,020,000.00			2.515	24,139,297.80	24,139,297.80
TREASURY							
912828L99	Treasury Note	<u>23,000,000.00</u>	10/31/2020	1.38	<u>1.756</u>	<u>22,906,562.50</u>	<u>22,906,562.50</u>
Subtotal:	TREASURY	23,000,000.00			1.756	22,906,562.50	22,906,562.50
PROJECT LOAN							
36225BM21	GNMA POOL #781277	<u>116,988.66</u>	12/15/2028	7.00	6.757	<u>120,461.76</u>	<u>120,461.76</u>
Subtotal:	PROJECT LOAN	<u>116,988.66</u>			<u>6.757</u>	<u>120,461.76</u>	<u>120,461.76</u>
Subtotal: PORTFOLIO: OPERATING SPENT FUEL		95,468,083.10			2.375	95,534,404.08	95,536,626.30

**NEW YORK POWER AUTHORITY
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<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>TOTAL COST</u>
PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT							
MONEY MARKET FUND							
74926P696	RBC US Government Money Market Fund	<u>7,412,950.62</u>	1/1/2020	1.58	1.601	<u>7,412,950.62</u>	<u>7,412,950.62</u>
Subtotal:	MONEY MARKET FUND	<u>7,412,950.62</u>			<u>1.601</u>	<u>7,412,950.62</u>	<u>7,412,950.62</u>
Subtotal: PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT		7,412,950.62			1.601	7,412,950.62	7,412,950.62
PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM							
CERTIFICATES OF DEPOSIT							
	Community Bank N.A	153,581.00	1/8/2020		0.000	153,581.00	153,581.00
	M & T TRUST CO.	197,000.00	1/30/2020		0.000	197,000.00	197,000.00
	M & T TRUST CO.	450,000.00	3/11/2020		0.000	450,000.00	450,000.00
	NBT BANK, N.A.	205,596.00	5/1/2020		0.000	205,596.00	205,596.00
	M & T TRUST CO.	344,000.00	5/22/2020		0.000	344,000.00	344,000.00
	GLEN FALLS NATIONAL BANK & TRUST CO	285,373.00	6/11/2020		0.000	285,373.00	285,373.00
	Glens Falls National Bank and Trust Co	161,290.00	8/5/2020		0.000	161,290.00	161,290.00
	M & T TRUST CO.	94,000.00	8/13/2020		0.000	94,000.00	94,000.00
	M & T TRUST CO	154,000.00	8/28/2020		0.000	154,000.00	154,000.00
	NBT BANK	458,945.00	9/9/2020		0.000	458,945.00	458,945.00
	M & T TRUST CO.	107,000.00	10/22/2020		0.000	107,000.00	107,000.00
	Glens Falls National Bank & Trust Co	53,987.00	12/17/2020		0.000	53,987.00	53,987.00
	Manufacturers and Traders Co	<u>142,000.00</u>	12/17/2020		<u>0.000</u>	<u>142,000.00</u>	<u>142,000.00</u>
Subtotal:	CERTIFICATES OF DEPOSIT	<u>2,806,772.00</u>			<u>0.000</u>	<u>2,806,772.00</u>	<u>2,806,772.00</u>
Subtotal: PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM		2,806,772.00			0.000	2,806,772.00	2,806,772.00
PORTFOLIO: OPERATING FUND							
FANNIE MAE							
3135G0A78	FNMA	20,000,000.00	1/21/2020	1.63	1.737	19,901,400.00	19,901,400.00
3135G0D75	FNMA	10,000,000.00	6/22/2020	1.50	1.455	10,020,300.00	10,020,300.00
3135G0F73	FNMA	23,501,000.00	11/30/2020	1.50	1.133	23,850,929.89	23,850,929.89
3135G0K69	FNMA	12,500,000.00	5/6/2021	1.25	1.213	12,520,500.00	12,520,500.00
3135G0Q89	FNMA	30,000,000.00	10/7/2021	1.38	1.621	29,653,800.00	29,653,800.00
3135G0S38	FNMA	15,000,000.00	1/5/2022	2.00	2.154	14,894,550.00	14,894,550.00
3135G0T78	FNMA	<u>30,000,000.00</u>	10/5/2022	2.00	<u>2.014</u>	<u>29,980,200.00</u>	<u>29,980,200.00</u>
Subtotal:	FANNIE MAE	141,001,000.00			1.648	140,821,679.89	140,821,679.89
FEDERAL FARM CREDIT							
3133EEW55	FFCB	20,000,000.00	6/15/2020	1.80	1.905	19,900,297.40	19,900,297.40
3133EFJF5	FFCB	25,000,000.00	10/9/2020	1.38	1.457	24,901,500.00	24,901,500.00
3133EHZA4	FFCB	10,000,000.00	9/20/2021	1.66	1.726	9,974,600.00	9,974,600.00
3133EHCT8	FFCB	20,000,000.00	3/15/2022	2.15	1.927	20,206,200.00	20,206,200.00
3133EHZP1	FFCB	30,000,000.00	9/20/2022	1.85	1.959	29,844,697.80	29,844,697.80
3133EJNB1	FFCB	<u>40,000,000.00</u>	11/2/2023	2.98	<u>2.939</u>	<u>40,082,950.00</u>	<u>40,082,950.00</u>
Subtotal:	FEDERAL FARM CREDIT	145,000,000.00			2.115	144,910,245.20	144,910,245.20

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<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>TOTAL COST</u>
PORTFOLIO: OPERATING FUND (Cont.)							
FEDERAL HOME LOAN							
3130ASZ77	FHLB	5,000,000.00	7/29/2020	1.83	1.478	5,081,700.00	5,081,700.00
3130A66T9	FHLB	30,000,000.00	9/11/2020	1.63	1.660	29,948,027.30	29,948,027.30
3130ACHJ6	FHLB	15,000,000.00	3/24/2021	1.80	1.800	15,000,000.00	15,000,000.00
3130AABG2	FHLB	24,665,000.00	11/29/2021	1.88	1.918	24,618,901.12	24,618,901.12
3130AAZ50	FHLB	30,000,000.00	4/29/2022	2.13	2.066	30,085,219.00	30,085,219.00
313379Q69	FHLB	20,000,000.00	6/10/2022	2.13	1.904	20,211,400.00	20,211,400.00
3130ABCY0	FHLB	20,000,000.00	7/5/2022	1.96	1.955	20,000,000.00	20,000,000.00
3130ADRG9	FHLB	<u>30,000,000.00</u>	3/10/2023	2.75	<u>2.875</u>	<u>29,830,500.00</u>	<u>29,830,500.00</u>
Subtotal:	FEDERAL HOME LOAN	174,665,000.00			2.043	174,775,747.42	174,775,747.42
FREDDIE MAC							
3137EADR7	FHLMC	15,000,000.00	5/1/2020	1.38	1.818	14,663,550.00	14,663,550.00
3134GRB46	FHLMC	<u>25,000,000.00</u>	4/16/2021	1.85	<u>1.852</u>	<u>25,000,000.00</u>	<u>25,000,000.00</u>
Subtotal:	FREDDIE MAC	40,000,000.00			1.840	39,663,550.00	39,663,550.00
MONEY MARKET FUNDS							
665279808	Northern Inst. Treasury Portfolio	58,000,000.00	1/1/2020	1.57	1.569	58,000,000.00	58,000,000.00
857492888	State Street Inst. Treasury Fund	<u>4,000,000.00</u>	1/1/2020	1.49	<u>1.550</u>	<u>4,000,000.00</u>	<u>4,000,000.00</u>
Subtotal:	MONEY MARKET FUNDS	62,000,000.00			1.568	62,000,000.00	62,000,000.00
MORTGAGE							
30306RAC2	FRESB 2018-SB50 A5F	6,980,844.56	4/25/2023	3.06	3.152	6,958,254.55	6,958,254.55
30306RAJ7	FRESB 2018-SB50 A7F	9,378,372.38	4/25/2025	3.13	3.374	9,252,458.35	9,252,458.35
30306RAF5	FRESB 2018-SB50 A5F	<u>8,524,911.79</u>	4/25/1938	3.00	<u>3.084</u>	<u>8,442,936.24</u>	<u>8,442,936.24</u>
Subtotal:	MORTGAGE	24,884,128.73			3.212	24,653,649.14	24,653,649.14
MUNICIPAL							
64971WN97	NYC TRANSITIONAL FIN AUTH	5,000,000.00	8/1/2020	1.35	1.674	4,954,050.00	4,954,050.00
13063DAC2	CALI ST GEN OBLIG	7,000,000.00	4/1/2021	2.63	2.218	7,106,750.00	7,106,750.00
13066YTY5	CAL ST DPT WTR RES PWR	14,170,257.16	5/1/2021	1.71	1.712	14,170,257.16	14,170,257.16
64971W5X4	NYC TRANSITIONAL FIN AUTH	10,000,000.00	5/1/2021	2.06	2.022	10,014,500.00	10,014,500.00
13063DAD0	CALI ST GEN OBLIG	2,200,000.00	4/1/2022	2.37	2.367	2,200,000.00	2,200,000.00
64966LN64	NEW YORK, NY	2,000,000.00	6/1/2022	2.74	1.986	2,067,620.00	2,067,620.00
73474TAM2	PORT OF MORROW OR TRANSMISSION FACS RE	11,250,000.00	9/1/2022	1.81	2.108	11,091,425.00	11,091,425.00
60412AKS1	MINNESOTA BOND	<u>13,500,000.00</u>	10/1/2022	2.02	<u>2.041</u>	<u>13,486,500.00</u>	<u>13,486,500.00</u>
Subtotal:	MUNICIPAL	65,120,257.16			1.978	65,091,102.16	65,091,102.16
Subtotal: PORTFOLIO: OPERATING FUND		652,670,385.89			1.954	651,915,973.81	651,915,973.81

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF 12/31/19

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>TOTAL COST</u>
PORTFOLIO: ST. LAWRENCE SPEC							
FREDDIE MAC							
313396VS9	FMCDN	<u>1,100,000.00</u>	4/17/2020	1.62	<u>1.656</u>	<u>1,090,298.00</u>	<u>1,090,298.00</u>
Subtotal:	FREDDIE MAC	1,100,000.00			1.656	1,090,298.00	1,090,298.00
Subtotal: PORTFOLIO: ST. LAWRENCE SPEC		1,100,000.00			1.656	1,090,298.00	1,090,298.00
PORTFOLIO: ST. LAWRENCE CONSTRUCTION							
MONEY MARKET FUNDS							
90262Y760	UBS Select Government Inst. Fund	<u>13,041,999.63</u>	1/1/2020	1.51	<u>1.571</u>	<u>13,041,999.63</u>	<u>13,042,555.22</u>
Subtotal:	MONEY MARKET FUNDS	<u>13,041,999.63</u>			<u>1.571</u>	<u>13,041,999.63</u>	<u>13,042,555.22</u>
MUNICIPAL							
64972HV82	NEW YORK CITY TRANS FIN AUTH	<u>3,200,000.00</u>	7/15/2021	3.15	<u>3.225</u>	<u>3,193,504.00</u>	<u>3,193,504.00</u>
Subtotal:	MUNICIPAL	3,200,000.00			3.225	3,193,504.00	3,193,504.00
TREASURY							
912796TN9	TREASURY BILL	<u>2,500,000.00</u>	10/8/2020		<u>1.572</u>	<u>2,463,993.61</u>	<u>2,463,993.61</u>
Subtotal:	TREASURY	2,500,000.00			1.572	2,463,993.61	2,463,993.61
Subtotal: PORTFOLIO: ST. LAWRENCE CONSTRUCTION		<u>18,741,999.63</u>			<u>1.854</u>	<u>18,699,497.24</u>	<u>18,700,052.83</u>
GRAND TOTAL		788,012,039.26			1.991	787,231,079.71	787,233,857.52

POWER AUTHORITY OF THE STATE OF NEW YORK
Summary of Bids/Offers Solicited for the Purchase and Sale of Securities
For the Year Ended December 31, 2019

<u>Brokers</u>	<u>Bids/Offers Accepted</u>	<u>Bids/Offers Solicited</u>	<u>Total Cost Purchases/Sales</u>	<u>Money Markets, CDs and Repurchase Agreements</u>	<u>Total Transactions</u>
Australia & New Zealand Bank	1	1	25,000,000		25,000,000
Bancroft Capital ‡	3	3	36,874,017		36,874,017
Bank of America Securities	3	3	19,107,376		19,107,376
Bank of Montreal	27	27	112,525,694	447,000,000	559,525,694
Bank of New York Mellon	1	1	15,000,000		15,000,000
Canadian Imperial Bank of Commerce	1	1	25,000,000		25,000,000
Cantor Fitzgerald	20	37	45,043,621	478,857,271	523,900,892
CastleOak Securities L.P. *	8	8	189,894,767		189,894,767
China Construction Bank	1	1		50,000,000	50,000,000
Citigroup Global Markets	1	1	1,481,632		1,481,632
Great Pacific Securities *	4	4	30,552,152		30,552,152
International Cash Distributors (MMkt Funds)	88	88		1,941,230,205	1,941,230,205
JP Morgan Securities	2	2	2,822,638		2,822,638
Key Bank	15	15		2,927,111	2,927,111
Loop Capital Markets LLC *	7	8	77,400,143		77,400,143
Mischler Securities ‡	5	5	126,892,290		126,892,290
Mizuho Securities USA Inc.	44	52	199,870,781	873,498,529	1,073,369,310
RBC Capital Markets	13	13	309,251,570		309,251,570
Siebert Cisneros Shank *	2	2	64,990,500		64,990,500
Svenska Handelsbanken	1	1	25,000,000		25,000,000
Wells Fargo	<u>10</u>	<u>10</u>	<u>299,893,387</u>		<u>299,893,387</u>
Grand Total	257	283	1,606,600,567	3,793,513,116	5,400,113,683

* Minority/Woman Owned Business dealer; accounted for 22.6% of transactions in 2019.

‡ Service Disabled Veteran Owned Dealer; accounted for 10.2% of transactions in 2019.

POWER AUTHORITY OF THE STATE OF NEW YORK
Summary of Bids/Offers Solicited for the Purchase and Sale of Securities
For the Year Ended December 31, 2019

<u>Brokers</u>	<u>Bids/Offers Accepted</u>	<u>Bids/Offers Solicited</u>	<u>Total Cost Purchases/Sales</u>	<u>Money Markets, CDs and Repurchase Agreements</u>	<u>Total Transactions</u>
Australia & New Zealand Bank	1	1	25,000,000		25,000,000
Bancroft Capital ‡	3	3	36,874,017		36,874,017
Bank of America Securities	3	3	19,107,376		19,107,376
Bank of Montreal	27	27	112,525,694	447,000,000	559,525,694
Bank of New York Mellon	1	1	15,000,000		15,000,000
Canadian Imperial Bank of Commerce	1	1	25,000,000		25,000,000
Cantor Fitzgerald	20	37	45,043,621	478,857,271	523,900,892
CastleOak Securities L.P. *	8	8	189,894,767		189,894,767
China Construction Bank	1	1		50,000,000	50,000,000
Citigroup Global Markets	1	1	1,481,632		1,481,632
Great Pacific Securities *	4	4	30,552,152		30,552,152
International Cash Distributors (MMkt Funds)	88	88		1,941,230,205	1,941,230,205
JP Morgan Securities	2	2	2,822,638		2,822,638
Key Bank	15	15		2,927,111	2,927,111
Loop Capital Markets LLC *	7	8	77,400,143		77,400,143
Mischler Securities ‡	5	5	126,892,290		126,892,290
Mizuho Securities USA Inc.	44	52	199,870,781	873,498,529	1,073,369,310
RBC Capital Markets	13	13	309,251,570		309,251,570
Siebert Cisneros Shank *	2	2	64,990,500		64,990,500
Svenska Handelsbanken	1	1	25,000,000		25,000,000
Wells Fargo	<u>10</u>	<u>10</u>	<u>299,893,387</u>		<u>299,893,387</u>
Grand Total	257	283	1,606,600,567	3,793,513,116	5,400,113,683

* Minority/Woman Owned Business dealer; accounted for 22.6% of transactions in 2019.

‡ Service Disabled Veteran Owned Dealer; accounted for 10.2% of transactions in 2019.



KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Independent Accountants' Report

The Board of Trustees
New York Power Authority:

We have examined the Power Authority of the State of New York's (the Authority) compliance with the requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* for the year ended December 31, 2019. The Authority's management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with the standards applicable to attestation engagements contained in *Government Auditing Standards* established by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied with the requirements of Section 102.3 of Title Two of the *Official Compilation of Codes, Rules and Regulations of the State of New York* for the year ended December 31, 2019, in all material respects.

In accordance with *Government Auditing Standards* we are required to report findings of deficiencies in internal control, violations of provisions of laws, regulations, contracts, or grant proceeds, and instances of fraud and abuse that are material to the Authority's compliance with the requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* that come to our attention during our examination. We are also required to obtain the views of management on those matters. We performed our examination to express an opinion on whether the Authority complied with the aforementioned requirements and not for the purpose of expressing an opinion on the internal control over compliance with those requirements or the other matters referred to above; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management of the Authority, members of the Authority's Board of Trustees and the New York State Office and State Comptroller, and is not intended to be and should not be used by anyone other than the specified parties.

KPMG LLP

New York, New York
March 30, 2020

TRACKED CHANGES

Section I	Guidelines for the Investment of Funds
Section II	Explanation of the Investment Guidelines

Section I

New York Power Authority Guidelines for the Investment of Funds

I. General

These Guidelines for the Investment of Funds (the “Guidelines”) are intended to effectuate the applicable provisions of the General Resolution Authorizing Revenue Obligations, adopted February 24, 1998 (the “Resolution”), the lien and pledge of which covers all accounts and funds of the Authority and that governs the Authority's existing policies and procedures concerning the investment of funds as contained in these Guidelines. In a conflict between the Guidelines and the Resolution, the latter shall prevail. In addition, these Guidelines are intended to effectuate the provisions of Section 2925 of the New York State Public Authorities Law.

II. Responsibility for Investments

The ~~Treasurer and~~ Deputy Treasurer and Investment Officer have the responsibility for the investment of Authority funds under the general supervision of the Treasury Investment Committee, formally comprised of the Executive Vice President and Chief Financial Officer, Treasurer, SVP & CRO, Controller, and VP Finance. Alternate members may include other appointees as so deemed appropriate by the EVP and CFO. The Treasurer shall ensure that an operating manual is maintained that provides a detailed description of procedures for maintaining records of investment transactions and related information.

III. Investment Goals

The Treasurer and Deputy Treasurer are responsible for maximizing the yield on investments consistent with requirements for safety, liquidity and minimization of risk. Monies will not be invested for terms in excess of the projected use of funds.

IV. Authorized Investments

A. Monies in funds established pursuant to the Resolution shall be invested in Authorized Investments or Authorized Certificates of Deposit, defined as follows:

“Authorized Investments” shall mean:

1. Direct obligations of or obligations guaranteed by the United States of America or the State of New York;
2. Bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage

Association (including Participation Certificates), Government National Mortgage Association, Federal Financing Bank, Federal Home Loan Mortgage Corporation and Federal Home Loan Banks, Federal Housing Administration, Federal Farm Credit Banks Funding Corporation, Federal Farm Credit Banks, Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks or any other agency controlled or supervised by and acting as an instrumentality of the United States government;

3. Obligations of any state of the United States of America or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision that shall be rated at the time of the investment in any of the three highest long-term Rating Categories, as such term is defined in the Resolution, or the highest short-term Rating Category by a Rating Agency, as such term is defined in the Resolution.
4. Public Housing Bonds issued by Public Housing Authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract with the United States of America; or Project Notes issued by Local Public Agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; provided that such Bonds or Notes are guaranteed by the United States of America.
5. Money market funds, as defined in the Investment Company Act of 1940, registered under the Federal Securities Act of 1933, and whose objective is to maintain a constant share value of \$1.00, provided that: (a) no more than ~~5 percent of the total amount~~ \$50 million of the Authority's investments shall be invested in any one money market funds for more than thirty consecutive business days; and (b) no more than ~~10~~ 40 percent of the total amount of the Authority's investments shall be invested in money market funds at any time.
6. Guaranteed Investment Contracts or GIC Funds issued by creditworthy insurance companies and collateralized by issuer's general or separate account assets, provided that no more than \$50 million of the Authority's investments shall be invested in any one contract or fund.
7. Reverse repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and

recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in paragraph (1) or (2) of this subdivision, which securities shall at all times have a market value of not less than the full amount of the repurchase agreement and be delivered to another bank or trust company organized under the laws of New York State or any national banking association domiciled in New York State, as custodian.

“Authorized Certificate of Deposit” shall mean a certificate of deposit authorized by the Resolution as an “Authorized Investment.” [These include CDs offered through the Certificate of Deposit Account Registry Service \(“CDARS”\) program provided the co-operative property/casualty insurance company retains title on each CD purchased.](#)

- B. The Authority, as an issuer of tax-exempt obligations, must not engage in any arbitrage practice prohibited by the arbitrage regulations promulgated under the Internal Revenue Code. In no event shall Authority funds be invested in a manner that would violate the provisions of such arbitrage regulations.

V. Provisions Relating to Qualifications of Dealers and Banks

- A.1. The purchase and/or sale of Authorized Investments shall be transacted only through banks, trust companies or national banking associations (herein collectively termed “Banks”) that are members of the Federal Reserve System and government security dealers (herein termed “Dealers”), which are Banks and Dealers reporting to, trading with and recognized as primary dealers by the Federal Reserve Bank of New York. A list of authorized Banks and Dealers shall be maintained. Banks and Dealers shall have demonstrated an ability to:
- a) offer superior rates or prices on the types and amounts of securities required;
 - b) provide a high degree of attention to the Authority's investment objectives; and
 - c) execute trades in a timely and accurate manner.
- A.2. Authorized Investments may also be purchased or sold through minority-owned, women-owned, and service-disabled veteran owned firms authorized to transact business in the U.S. government and municipal securities markets. Such qualified firms shall demonstrate the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.
- A.3.A. Municipal securities qualifying as Authorized Investments may also be purchased or sold through any municipal bond dealer registered in the State of New York that demonstrates the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.

- B. Authorized Certificates of Deposit and time deposits (“Time Deposits”) ~~and Money Market Funds~~ shall be purchased directly from Banks that:
 - (1) are members of the Federal Reserve System transacting business in the State of New York;
 - (2) have capital and surplus aggregating at least \$50 million; and
 - (3) demonstrate all the qualities detailed in clauses (a), (b) and (c) of Section V.A.1.
- C. Authorized Investments purchased by the Authority or collateral securing its investments shall be deposited only with custodians designated by the Authority. Such custodians shall be Banks that are members of the Federal Reserve System transacting business in the State of New York or creditworthy banks or trust companies authorized to do business in the State of New York.
- D. The Authority shall file with each qualified dealer a letter agreement that designates the (1) type of authorized investments, (2) Authority employees who are authorized to transact business and (3) delivery instructions for the safekeeping of investments.
- E. The Authority shall enter into a written contract with any (1) Dealer from which Authorized Investments are purchased subject to a repurchase agreement and (2) Bank from which Authorized Certificates of Deposit are purchased.

VI. General Policies Governing Investment Transactions

- A. Competitive quotations or negotiated prices shall be obtained except in the purchase of government securities at their initial auction or upon initial offering. A minimum of three quotes shall be obtained and documented from Dealers and/ or Banks, except as indicated above, and the most favorable quote accepted. The Treasurer or Deputy Treasurer may waive this ~~requirement~~ or other requirements and limits on a single-transaction basis only if warranted by market conditions and documented in writing.
- B. Authorized Investments purchased shall be either delivered to the Authority's designated custodian or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust Company, recorded in the Authority's name or in the name of a nominee agent or custodian designated by the Authority on the books of the Federal Reserve Bank of New York or the Depository Trust Company. Payment shall be made to the Dealer or Bank only upon receipt by the Authority's custodian of (1) the securities or (2) in the case of securities held in a book-entry account, written advice or wire confirmation from the Federal Reserve Bank of

New York or the Depository Trust Company that the necessary book entry has been made.

- C. Each purchase or sale of Authorized Investments or Authorized Certificates of Deposit shall be authorized by the Treasurer or Deputy Treasurer. Investment orders may be placed by Authority employees as designated by the Treasurer. The custodian shall have standing instructions to send a transaction advice to the Authority's Controller for purposes of comparison with internal records. The Controller shall advise the Treasurer of any variances, and the Treasurer shall ensure appropriate corrections are provided.

VII. Policies Concerning Certain Types of Investment Diversification Standards Required

A. Authorized Certificates of Deposit and Time Deposits

- 1. Authorized Certificates of Deposit and Time Deposits shall be purchased directly from a Bank in the primary market.
- 2. Authorized Certificates of Deposit and Time Deposits shall be continuously secured/collateralized by Authorized Investments defined in subsection (1) or (2) of Section IV.A., having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such Certificates of Deposit or Time Deposits. Such Authorized Investments shall be segregated in a separate custodian account on behalf of the Authority. Collateral pledged for Certificates of Deposit or Time Deposits held as investments shall be market valued (marked to market) not less than once per week.
- 3. Investments in Authorized Certificates of Deposit or Time Deposits shall not exceed 25% of the Authority's invested funds. The par value of Authorized Certificates of Deposit purchased from any one Bank shall not exceed \$25 million.

B. Repurchase Agreements

The Authority may from time to time elect to enter into arrangements for the purchase and resale of Authorized Investments (known as "Repurchase Agreements"). This type of investment transaction shall be used only when there is no other viable, short-term investment alternative.

- 1. A Repurchase Agreement shall be transacted only with banks or trust companies authorized to do business in the State of

New York or from broker dealers on the Federal Reserve Bank of New York's list of primary government securities dealers.

2. Authorized Investments purchased subject to a Repurchase Agreement shall be marked to market daily to ensure their value equals or exceeds the purchase price.
3. A Repurchase Agreement shall be limited to a maximum fixed term of ~~five business~~ 30 days. Payment for the purchased securities shall be made against delivery to the Authority's designated custodian (which shall not be a party to the transaction as seller or seller's agent) or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust Company, written advice that the securities are recorded in the Authority's name or in the name of a nominee, agent or custodian designated by the Authority on the books of the Federal Reserve Bank or the Depository Trust Company.
4. No more than \$50 million of Authorized Investments shall be purchased under a Repurchase Agreement with any one Dealer or Bank. This requirement may be waived by the Executive Vice President and Chief Financial Officer on a single-transaction basis only if warranted by special circumstances and documented in writing.
5. The aggregate amount invested in Repurchase or Reverse Repurchase Agreements may not exceed ~~the greater of 5% of the investment portfolio or \$100~~ \$250 million. The Executive Vice President and Chief Financial Officer may waive this requirement on a single-transaction basis only if warranted by cash-flow requirements and documented in writing.

6 ~~———— The Authority may not enter into arrangements (known as Reverse Repurchase Agreements) for the purpose of borrowing monies by pledging Authorized Investments owned by the Authority.~~

VIII. Review

These Guidelines and any proposed amendments shall be submitted for Trustee review and approval at least once a year.

In addition to the Authority's periodic review, the Authority's independent auditors, in connection with their examination of the Authority, shall perform an annual audit of the investment portfolio, review investment procedures and prepare a report, the results of which will be made available to the Trustees.

IX. Reports

- A. The Treasurer shall submit an investment report to the Trustees, at least quarterly. Such report shall contain a (1) detailed description of each investment; (2) summary of the dealers and banks from which such securities were purchased and (3) a list of fees, commissions or other charges, if any, paid to advisors or other entities rendering investment services.
- B. The Treasurer shall submit an annual report for approval by the Trustees. In addition to the information provided quarterly, the Annual Report shall include (i) a copy of the Guidelines; (ii) an explanation of the Guidelines and any amendments thereto since the last annual report; (iii) the results of an annual independent audit of investment inventory and procedures and (iv) a record of income earned on invested funds. The approved report shall be submitted to the State Division of the Budget with copies distributed to the Office of the State Comptroller, the Senate Finance Committee and the Assembly Ways and Means Committee. Copies shall be made available to the public upon written reasonable request.
- C. Any waivers that occurred during the prior month shall be reported to the Executive Vice President and Chief Financial Officer.

X. Miscellaneous

- A. These Guidelines are intended for guidance of officers and employees of the Authority only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision thereof.
- B. Nothing contained in these Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract, agreement or investment of funds made or entered into in violation of, or without compliance with, the provisions of these Guidelines.
- C. No provisions in these Guidelines shall be the basis of any claim against any Trustee, officer or employee of the Authority in his or her individual or official capacity or against the Authority itself.

Section II

EXPLANATION OF INVESTMENT GUIDELINES

Section II Responsibility for Investments

Establishes responsibility for the Investment of Authority Funds and limits the number of individuals authorized to place investment orders.

Section III Investment Goal

Establishes the policy that earning a reasonable return on investments must be consistent with standards set for minimization of risk and availability of funds when needed.

Section IV Authorized Investments

Details the types of investments the Authority can undertake as prescribed in Section 101 of the Resolution.

This section also requires that investments made in each of the Funds established under the Resolution be invested for a term commensurate with cash-flow expectations and that such investments not violate the arbitrage regulations of the Internal Revenue Code.

Section V Provisions Relating to Qualifications of Dealers and Banks

Establishes criteria for the selection of banks and dealers from which the Authority may buy or sell investments. Business is transacted with firms that have demonstrated financial strength and a high degree of reliability with respect to servicing the Authority's needs. This section also directs that custody of Authority investments be maintained by banks that are members of the Federal Reserve System transacting business in the State of New York.

This section also addresses the subject of contracts with banks and dealers for the purchase or sale of Authorized Investments. The Authority has written Letters of Agreement with authorized dealers that specify the types of securities in which the Authority may invest and identify those Authority individuals authorized to give instructions related to the purchase and sale of securities. In addition, the Authority shall have a written form of agreement for use in repurchase transactions with any authorized dealer with which the Authority may transact this type of investment.

Section VI General Policies Governing Investment Transactions

Requires that the Authority solicit no less than three bids for the purchase or sale of securities in order to ensure the most favorable rate except when securities are purchased at their initial auction, upon new issue or through negotiated prices.

Requires that the Authority or its custodian, prior to payment, take possession of such securities, or in the case of book-entry securities, obtain written advice or wire confirmation that transfer or ownership has been recorded.

Establishes authorized employees to approve the purchase or sale of securities.

Establishes control procedures whereby the Controller shall compare the custodian's confirmation to Authority records.

Section VII Policy Concerning Certain Types of Investment Diversification Standards Required

Establishes a policy concerning the purchase of Authorized Certificates of Deposit and Time Deposits intended to minimize the risk associated with such transactions. Authorized Certificates of Deposit or Time Deposits may be purchased directly from a bank that is a member of the Federal Reserve System transacting business in the State of New York. Such deposits shall be continuously secured by Authorized Investments as outlined in subsection (1) or (2) of Section IV.A. This collateral shall be regularly priced to current market to assure the Authority's security interest is continuously protected. Aggregate holdings of Authorized Certificates of Deposit shall not exceed 25% of the Authority's total investment. Authorized Certificates of Deposit purchased from any one bank shall not exceed \$25 million.

Establishes a policy intended to minimize the risk associated with arrangements for the purchase and resale of Authorized Investments known as Repurchase Agreements ("Repos"). Repos purchased from any one qualified dealer or bank shall not exceed \$50 million and shall be limited to a maximum fixed term of five business days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or \$100 million. All securities purchased under the terms of a Repo shall be held in safekeeping by a designated custodian for the Authority. Such securities shall be priced to market on a daily basis to assure the Authority's security interest. ~~Reverse Repurchase Agreements are not authorized transactions.~~

Section VIII Review

Establishes policy requiring review of the Guidelines at least once a year. Requires an annual audit by the Authority's independent auditors of the Authority's investment portfolio and compliance with the guidelines established by the Authority and the State Comptroller.

Section IX Reports

Establishes policy requiring submission of reports to the Authority's Trustees concerning the management and performance of the Authority's portfolio.

This Section also requires that an annual report be submitted for approval by the Authority's Trustees. Copies of the approved report shall be sent to the State Division of the Budget, Office of the State Comptroller, Senate Finance Committee and Assembly Way and Means Committee.