NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

JOINT ANNUAL MEETING OF THE NEW YORK POWER AUTHORITY BOARD OF TRUSTEES AND NEW YORK STATE CANAL CORPORATION BOARD OF DIRECTORS

PROPOSED AGENDA

March 30, 2021 at 9:40 A.M. (approximately)
Videoconference

1. **Adoption of the March 30, 2021 Proposed Meeting Agenda**

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

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

4. **DISCUSSION AGENDA:**

   a. **Strategic Initiatives**

      i. **President and Chief Executive Officer's Report** -- (Gil Quiniones)

         1. Risk and Resilience Update (Adrienne Lotto)

         2. COVID-19 Update (Paul Tartaglia)

   b. **Chief Operations Officer's Report** -- (Joseph Kessler)

   c. **Chief Commercial Officer's Report** -- (Sarah Salati)

   d. **Chief Financial Officer's Report** -- (Adam Barsky)

   e. **Finance & Risk Committee Report** -- (Chair Tracy McKibben)

      i. St. Lawrence-FDR Power Project – Water Ball Replacement Project Capital Expenditure Authorization Request and Contract Award -- Resolution (Patricia Lombardi)

      ii. Robert Moses Unit Substation Replacement Project – Capital Expenditure Authorization Request and Contract Award -- Resolution (Patricia Lombardi)

iii. Procurement (Services) Contract – Niagara Power Project – Next Generation Niagara Program – Mechanical and Electrical Upgrades Project – Shaft Procurement – Contract Award -- Resolution (Patricia Lombardi)

iv. Procurement (Services) Contract – Advanced Research Services – Contract Awards -- Resolution (Adrienne Lotto)

v. Procurement (Services) Contracts – On Call Transmission and Substation Engineering Master Service Agreement -- Resolution (Patricia Lombardi)

vi. Product Customer Experience and Marketing Services Agreement -- Resolution (Diane Levin)

vii. Amendment and Restatement of Commercial Paper Authorization -- Resolution (Adam Barsky)

viii. Northern NY Priority Transmission Project -- Resolution (Philip Toia)

ix. Quarterly Release of Funds in Support of NYS Canal Corporation -- Resolution (Adam Barsky)

f. Audit Committee Report -- (Chair Eugene Nicandri)

i. 2020 Financial Reports Pursuant to Section 2800 of the Public Authorities Law and Regulations of the Office of the State Comptroller -- Resolution (Adam Barsky)

g. Governance Committee Report -- (Chair Dennis Trainor)

i. Annual Review and Approval of Guidelines for Disposal of Personal Property and Expenditure Authorization Procedures -- Resolution (John Canale)

ii. Annual Report of Procurement Contracts, Guidelines for Procurement Contracts, and Annual Review of Open Procurement Service Contracts -- Resolution (John Canale)

iii. 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 -- Resolution (Ruth Colón)

iv. Annual Review and Approval of Certain Policies for NYPA and Canal Corporation -- Resolution (Kristine Pizzo)

v. 2020 Annual NYPA and Canal Board Evaluation Pursuant to Sections 2800 and 2824 of the Public Authorities Law and Guidance of the Authorities Budget Office -- Resolution (Dennis Trainor)

vi. 2021-25 Sustainability Plan and 2020 Report -- Resolution (Kerry-Jane King)

vii. Annual Review and Approval of Guidelines for the Investment of Funds and 2020 Annual Report on Investment of Authority Funds -- Resolution (Adam Barsky)

5. Informational Session: Reimagine the Canals – Angelyn Chandler

6. CONSENT AGENDA:

a. Commercial Operations

i. Expansion Power Allocations -- Resolution (Keith Hayes)

ii. Recharge New York Power – New and Extended Allocations -- Resolution (Keith Hayes)

iii. High Load Factor Allocation -- Resolution (Keith Hayes)

iv. Proposed Neighboring States Niagara Project Hydropower Contracts - Notice of Public Hearing -- Resolution (Keith Hayes)

v. Recommendations for Awards of Fund Benefits from the Western New York Economic Development Fund by the Western New York Power Proceeds Allocation Board -- Resolution (Keith Hayes)

b. Procurement (Services) Contracts

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

ii. Procurement (Non-Personal Services) Contract – Fraser SVC Control and Relay Upgrade Project – Capital Expenditure Authorization Request and Contract Award -- Resolution (Patricia Lombardi)

c. Real Estate

i. Acquisition of 24 Acres of Real Property, Town of Massena, County of St. Lawrence -- Resolution (Ruth Colón)

d. Governance Matters

i. Approval of the Minutes:

1. Minutes of the Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on January 26, 2021

7. Next Meeting

March 30, 2021

2. Motion to Conduct an Executive Session

I move that we conduct an executive session to discuss the employment history of a particular person (pursuant to §105 of the Public Officers Law).

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March 30, 2021

3. Motion to Resume Meeting in Open Session

I move to resume the meeting in Open Session.

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President and Chief Executive Officer's Report

Gil Quiniones

President & Chief Executive Officer

March 30, 2021

Corporate Scorecard: YTD February 2021

	YTD Target	YTD Actual
Maintain Infrastructure		
Generation Market Readiness	99.40%	99.11%
Transmission System Reliability	88.75%	87.28%
Financial Management		
Debt Coverage Ratio (Q)	n/a	n/a
O&M Budget Performance ($M)	$80.31	$70.27
Energy Services		
Greenhouse Gas (GHG) Saved (Tons)	3,662*	3,662
MMBTUs Saved in State Facilities	39,670*	39,670
Workforce Management		
Skilled Workforce: Retention (Q)	n/a	n/a
Safety Leadership		
DART Rate	0.78	0.30
Environmental Responsibility		
Environmental Incidents	10	2

*COVID Adjusted

Meeting or exceeding target
Missing target
Significantly missing target
Quarterly Target
Informational, no target

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VISION2030

NYPA VISION 2030

STRATEGIC PRIORITIES

Preserve and enhance the value of our hydropower assets as a core source of carbon-free power and of flexibility and resilience as the state's grid evolves

Be the leading transmission developer, owner, and operator for New York State and its changing needs

Pioneer the path to decarbonization by acting as a test-bed for innovation while ensuring reliability, resilience, and affordability of the state's energy grid

Partner with our customers and the state to meet their energy goals in alignment with CLCPA[1] by providing clean and affordable energy along with innovative customer solutions

Repurpose the New York Canal System for the economic and recreational benefit of New Yorkers while driving operational efficiency

FOUNDATIONAL PILLARS

Digitization

Environment, Social, and Governance

Diversity, Equity, and Inclusion

Enterprise Resilience

Resource Alignment

1 Climate Leadership and Community Protection Act

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Transmission

OUR VISION

Be the leading transmission developer, owner, and operator for New York State and its changing needs.

A Invest $200-400M annually to grow NYPA's transmission asset base 3-5x by 2030

B Focus our transmission portfolio on the right projects balancing system needs, returns, and wider state objectives

C Accelerate New York State's most critical transmission projects in support of the Climate Leadership and Community Protection Act goals

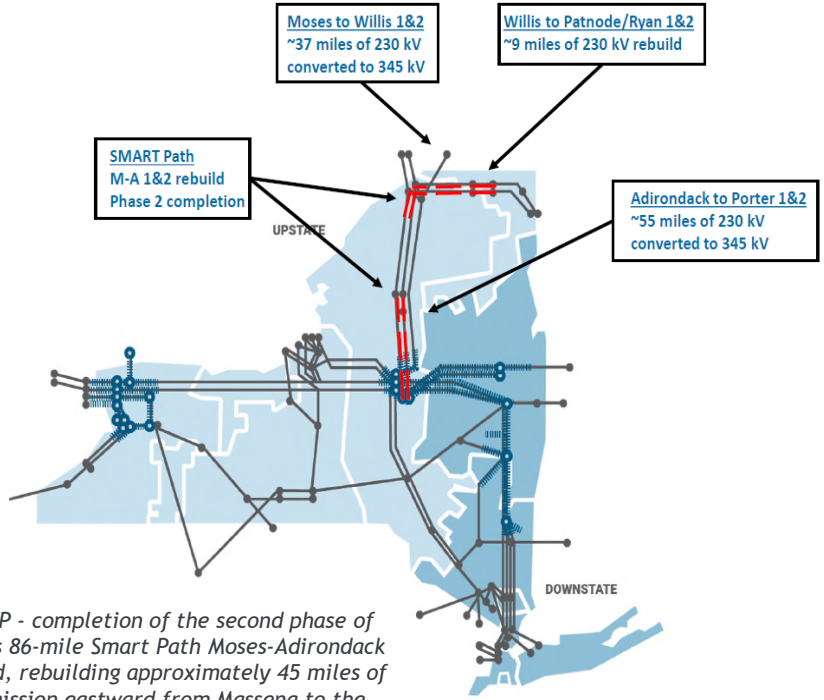
D Increase our focus on transmission as a core business within NYPA, with leading capabilities in planning and development, project delivery, and asset management

Northern New York Priority Transmission Project (NNYPTP)

- Submitted to the Public Service Commission - 7/2/2020
- Approved by Public Service Commission - 10/15/20
- NYPA issued Public Solicitation of Interest - 10/30/20
- Recommendation of co-participant to NYPA Board - 3/30/21
- Substantially within NYPA and National Grid rights of ways
- Leverages existing system investments

Accelerated Transmission Development

Accelerated Renewable Energy Growth and Community Benefit Act (the "Act")



NNYPTP - completion of the second phase of NYPA's 86-mile Smart Path Moses-Adirondack rebuild, rebuilding approximately 45 miles of transmission eastward from Massena to the Town of Clinton, rebuilding approximately 55 miles of transmission southward from Croghan to Marcy, as well as rebuilding and expanding several substations along the impacted transmission corridor.

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ESG

Environmental | Social | Governance

NYPA plays a pivotal role in achieving the state's bold sustainability agenda and have aligned our ambitions to New York's Climate Leadership and Community Protection Act.

A Bring best-in-class ESG ambitions to life and **fully integrate ESG into NYPA's DNA** by evaluating our ESG model and transforming leadership practices

B Expand the sustainability function to **encompass strategic guidance, oversight, and reporting for identified material ESG issues** – integrating leading practices and providing cohesive direction across the enterprise

C Demonstrate our commitment to ESG over the long-term by **issuing a sustainability plan and annual sustainability reports**, developed in accordance with leading frameworks

2021- 2025 Sustainability Plan

Assessment performed in accordance with Global Reporting Initiative (GRI) Reporting Standards

15 Focus Areas

Environmental

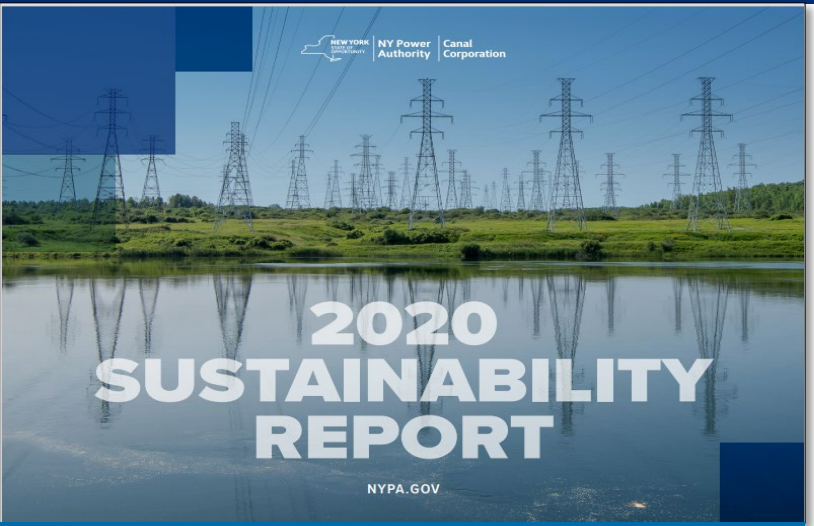
1. Climate Change and GHG Emissions
2. Renewable Energy & Energy Storage
3. Energy Reliability
4. Energy Efficiency and Electrification
5. Environmental Stewardship

Social

6. Health & Safety
7. Employee Development
8. Diversity Equity & Inclusion
9. Community Engagement
10. Access & Affordability
11. Economic Development

Governance

12. Enterprise Risk & Resilience
13. Regulatory Management & Compliance
14. Cyber & Physical Security
15. Supply Chain & procurement Practices



Sustainability Report

- First detailing ESG progress against the 2021 – 2025 Sustainability Plan
- First year referencing the Global Reporting Initiative (GRI) Standards

ENVIRONMENTAL

$1.2 BILLION issued in long-term bonds—including nearly **$800 million** in Green Bonds—for planned capital projects

Advanced construction of **33 MW** of distributed solar, planned to become operational in 2021

>80% of the electricity NYPA produces is **clean renewable hydropower**

Established target to achieve **zero** carbon electricity generation by 2035, **five years** ahead of the CLCPA target

Began construction on a transmission project to supply **900 MW** of renewable energy

SOCIAL

400,000+ jobs created or retained in New York State through **economic development programs**

Helped customers save a total of **212,196 MWh** in electricity through **energy efficiency measures** (2018-2020)

60% Reduction in DART rate at NYPA sites between 2018 and 2020

Introduced our **TEN-POINT DIVERSITY, EQUITY AND INCLUSION PLAN**

Awarded the **Forbes Best Mid-Size Employer** distinction in 2018, 2019 and 2021

Launched the $300 million ***Reimagine the Canals*** **initiative** to adaptively repurpose the New York Canal System

GOVERNANCE

Announced a new collaboration to establish a first-of-its-kind **CYBERSECURITY CENTER FOR EXCELLENCE**

Deployed an **Enterprise Governance, Risk and Compliance System**, offering ongoing risk monitoring capabilities

The majority of our spend was with **New York State** suppliers

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March 30, 2021

4a i-1. Risk and Resilience Update (Adrienne Lotto)

[Oral Report Only]

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COVID- 19 Update

Paul Tartaglia
SVP, EHS & Crisis Management

March 30, 2021

Countermeasure stages have de-escalated significantly in the last two months

County	NYPA/NYSCC Facilities	Countermeasure Stage	
		Jan. 15	Mar. 15
Albany	ALB, Crescent Vischers Ferry, NYEM	4	1
Schoharie	BG	4	4
Erie	Buffalo	4	0
Oneida	CEC, EECC, Utica (Canals)	4	0
Saratoga	Crescent Vischers Ferry, Waterford (Canals)	4	1
Suffolk	FLN & Brentwood	4	1
Bronx	Harlem River & Hell Gate	4	1
Kings	Kent & Gowanus	3	1
Niagara	NIA, Lockport (Canals)	4	0
Richmond	Pouch	4	1
St. Lawrence	STL	2	0
Westchester	WPO	4	1
Queens	ZEL, Vernon	3	1
Montgomery	Fonda (Canals)	4	1
Monroe	Pittsford (Canals)	4	0
Onondaga	SYR, Lysander (Canals)	4	0
Washington	Fort Edward (Canals)	3	1
Wayne	Lyons (Canals)	3	0
Orleans	Albion (Canals)	2	0

Our countermeasures have continued to help keep our people safe and operations uninterrupted.

Results of our collective efforts:

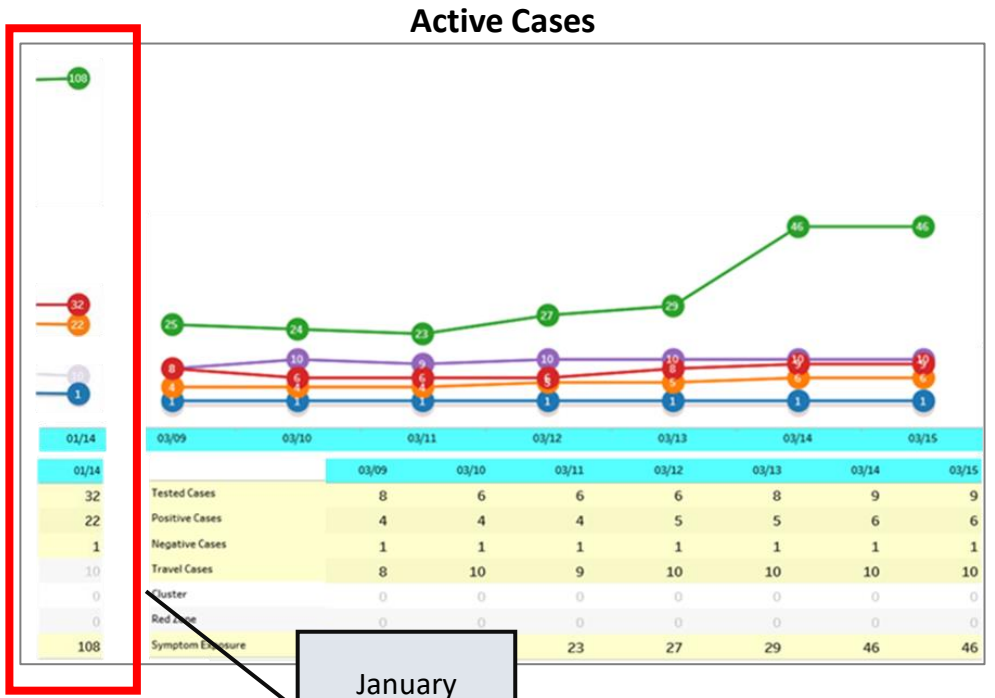
- Most sites and facilities are at Stage 1 and 0
- Employee positivity rates remain extremely low and well below state averages
- All Operations & Customer projects have restarted
- Updating our Return to the Workplace approach as we transition to a “new normal”

Contact tracing continues to mitigate risk of further exposures

We continue to manage and track employee exposures and potential contacts.

Cases have decreased significantly in the last two months:

- Positive cases have decreased by 72%
- Symptom exposures – which have been down as much as 78% from Wave 2 levels – are now down 57%



*** Data as of 03/15/2021*

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Comprehensive vaccine efforts: Promoting and facilitating employee vaccinations

Multi-pronged vaccine campaign started in January 2021

- Daily vaccine news, tips, FAQs within daily Countermeasure emails
- Weekly ‘deep dive’ with employee stories and FAQs (COVID, vaccine)
- Speaker series (2 speakers; additional planned in April)
- 230 employees have self-reported being vaccinated (as of 03/18)

“The NYPA/Canals vaccine campaign has contributed to a significant increase in interest in getting the vaccine. I am seeing more employees willing to get the vaccines when their turn comes available.”

- Ed Rider

CORONAVIRUS INFO

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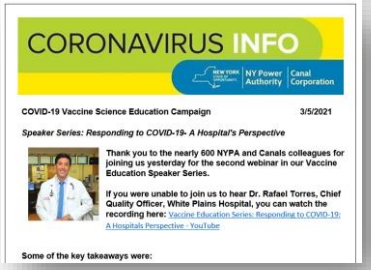
COVID-19 Vaccine Science Education Campaign 3/11/2021

Sharing Employee Experiences: Having COVID-19

Meet Franco Scarpelli, Occupational Health Nurse Practitioner

Franco relates the story of his wife, Krystal, a healthy 39-year-old, who contracted COVID-19 at the end of 2020. Franco and two of his children also contracted COVID-19 but experienced only mild symptoms. Krystal did not have any medical conditions or take medications before that time, and still needed to be in the hospital for six days.

On New Year's Eve, Krystal came home from work feeling extremely tired and unwell. As an x-ray technician, she is in constant contact with patients throughout


CORONAVIRUS INFO

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COVID-19 Vaccine Science Education Campaign 3/5/2021

Speaker Series: Responding to COVID-19- A Hospital's Perspective

Thank you to the nearly 600 NYPA and Canals colleagues for joining us yesterday for the second webinar in our Vaccine Education Speaker Series.

If you were unable to join us to hear Dr. Rafael Torres, Chief Quality Officer, White Plains Hospital, you can watch the recording here: Vaccine Education Series: Responding to COVID-19: A Hospitals Perspective - YouTube

Some of the key takeaways were:

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Chief Operations Officer's Report

Joseph F. Kessler, P.E.
Executive Vice President & Chief Operating Officer

March 30, 2021

NYPA Utility Operations KPIs: YTD February 2021

KPI Name	Year End Target	YTD Target	YTD Actual	Status
Optimize financial performance of generation & transmission assets				
Generation Market Readiness	**99.40%**	**99.40%**	99.11%	
Transmission System Reliability	**92.82%**	**88.75%**	87.28%	
Eliminate physical, cyber, environmental and safety risks to employees and the public				
Environmental Incidents	**50**	**10**	2	
DART Rate	**0.78**	**0.78**	0.30	

Legend:

Meeting or exceeding target

Missing target

Significantly missing target

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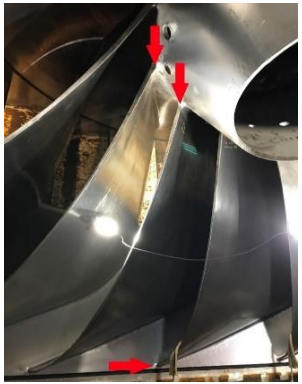
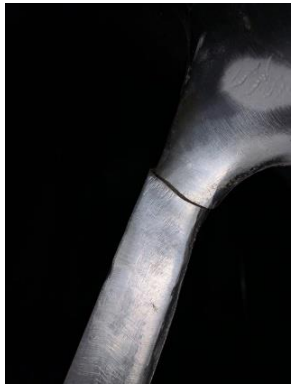
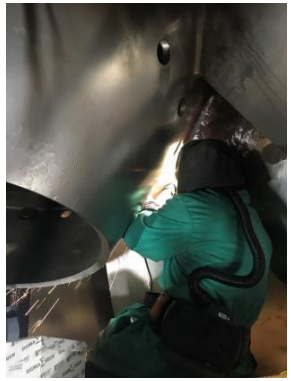
Robert Moses Unit 4: Cracked Runner Repair

- **5-year preventative maintenance**
- **Routine runner inspection**
  - 13 cracks discovered
  - No previous indication
- **Runner repair project**
  - Weld repair procedure
  - Welder training
  - Materials
  - Weld inspector
  - Heating contractor
  - Demagnetization
- **Current status**
  - 6 of 13 cracks repaired
  - Runner testing project
  - Next Generation Niagara repair or replacement



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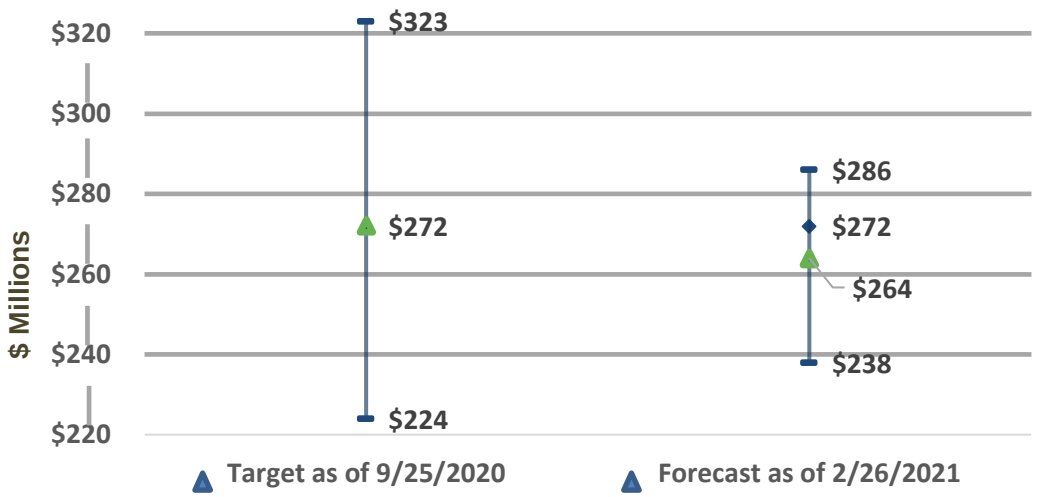
Chief Commercial Officer's Report

Sarah Orban Salati
EVP & Chief Commercial Officer

March 30, 2021

Electricity Supply – Through February 2021

2021 Merchant Gross Margin Projections



- YTD $3.2 M above target of $42.7 M
- YE Expected Value is $8 M below target of $272 M

- Within Target
- Outside of Target
- Significantly Outside of Target Range

Economic Development

1,756 Megawatts
Power Allocated

405,102
Jobs Retained

$21.9 Billion
Capital Committed

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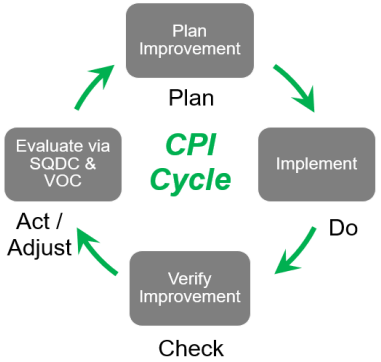
Customer Business Lines: February YTD Results

Key Performance Indicator	Actuals - Year to Date	YTD Target / 2021 YE Target
Clean Energy Solutions	35.7M Capital Spend	$35M / $253M
	$127M Capital Project Contracts Signed	$26M / $223M
e-Mobility	4 EVolve NY DCFC Charging Ports	4 / 124 Chargers (Ports)
	$48M Customer Contracts Signed for DCFCs	$186K / $49M
NY Energy Manager + DER + Flexibility	9.8 MW Solar & 0.5 MW Storage Installed	10 MW / 33 MW Solar & 0.5 MW / 3 MW Storage
	28,779 Data Points (Meters & Sensors)	27,043 / 35,000

- Within Target
- Outside of Target
- Significantly Outside of Target Range

We are driving efficiencies, renewables and customer growth

Continuous Process Improvement



- 6+ Kaizen Events in 2021
- 20% Cycle Time reductions expected

White Plains Community Solar

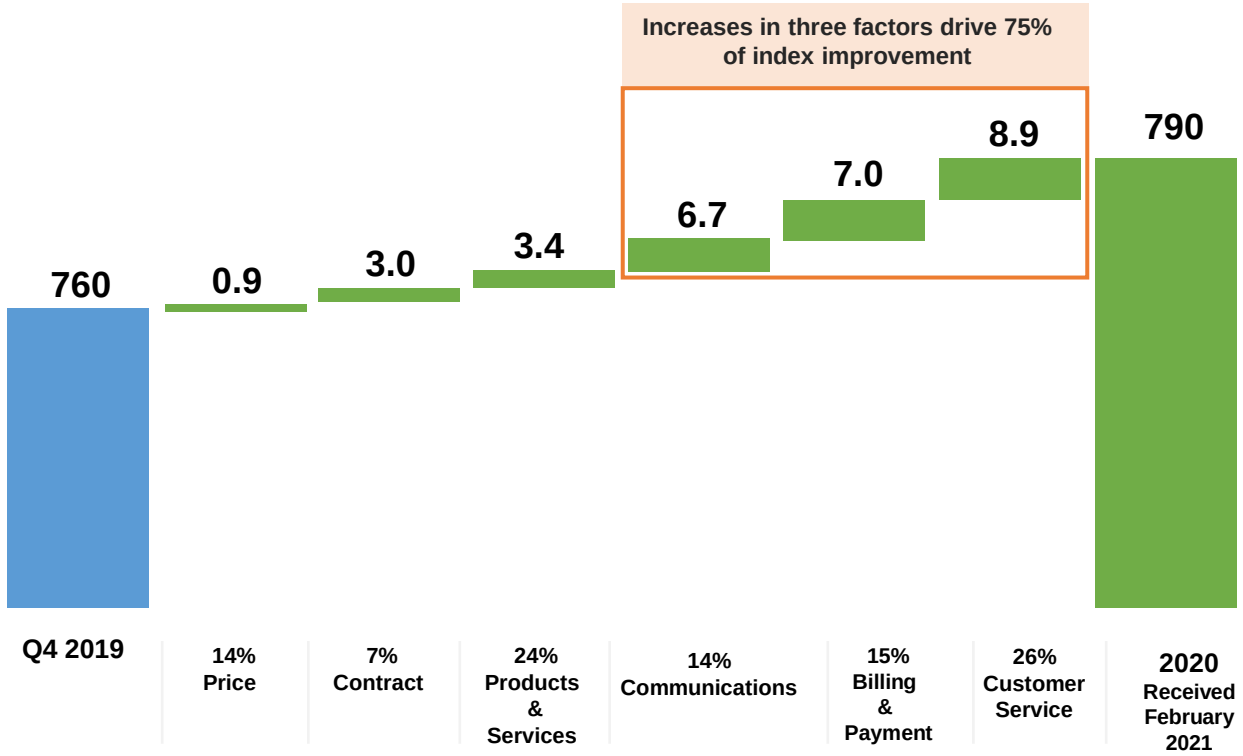
- City of White Plains solar + storage at nine facilities
- 6.8 MW; tripling solar in Westchester County

Product and Services Website

- New product and services website
- Improves customers' insight into services; caters to customer segments

We are improving our customer service and customer satisfaction*

- 2020 activities yielded strong gains
- 2021 target under development
- Expanding NYPA-wide engagement across multiple departments
- Shifting from Overall Satisfaction result of 7.9 (2019) 8.22 (2020) to index score



* We moved to tracking an indexed customer satisfaction score in 2020 based on recommendations from JD Power that enables NYPA to continue to benchmark externally as well as to measure improvement internally in key categories.

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Chief Financial Officer's Report

Adam Barsky

EVP & Chief Financial Officer

March 30 2021

YEAR-TO-DATE ACTUALS THROUGH FEBRUARY 28th

YTD ACTUALS (JANUARY-FEBRUARY 2021)

In $ Thousands	2021 Budget ($)	2021 Current ($)	Variance ($)
Net Operating Income			
Operating Revenue			
Customer Revenue	$294,756	$280,739	($14,016)
Market-Based Power Sales	87,197	80,441	(6,756)
Non Utility Revenue	3,228	3,381	153
Ancillary Service Revenue	4,950	6,447	1,497
NTAC and Other	42,605	43,232	627
Operating Revenue Total	**432,735**	**414,240**	**(18,495)**
Operating Expense			
Purchase Power	(119,113)	(105,338)	13,775
Ancillary Service Expense	(10,344)	(8,278)	2,066
Fuel Consumed	(34,616)	(32,402)	2,214
Wheeling	(88,826)	(92,431)	(3,604)
Operations & Maintenance	(94,222)	(82,281)	11,940
Other Expense	(21,973)	(25,799)	(3,825)
Allocation to Capital	10,284	5,528	(4,756)
Operating Expense Total	**(358,810)**	**(341,000)**	**17,810**
EBIDA Total	**73,925**	**73,240**	**(685)**
EBIDA NYPA	*87,098*	*85,562*	*(1,535)*
EBIDA Canals	*(13,173)*	*(12,322)*	*850*
Non Operating			
Interest and Other Expenses			
Interest & Other Expenses	(22,874)	(20,515)	2,359
Investment and Other Income	3,203	1,628	(1,575)
Mark to Market Adjustments	0	1,124	1,124
Depreciation	(43,062)	(44,034)	(972)
Interest and Other Expenses Total	**(62,733)**	**(61,797)**	**936**
NET INCOME	**$11,192**	**$11,443**	**$251**

Margins - Generation	($2,999)	
Margins - Transmission	($92)	
Margins - Non Utility	($953)	
Operating Expenses	$3,359	
Non-Operating Net	$936	
		(685)
		$251

EBIDA: Earnings Before Interest Depreciation & Amortization

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FULL-YEAR FORECAST

YEAR END PROJECTION (JANUARY - DECEMBER 2021)

In $ Thousands	2021 Budget ($)	2021 Current ($)	Variance ($)
Net Operating Income			Current vs Budget
Operating Revenue			
Customer Revenue	$1,817,582	$1,759,050	($58,532)
Market-Based Power Sales	430,499	434,390	3,891
Non Utility Revenue	27,375	27,368	(7)
Ancillary Service Revenue	27,662	29,894	2,232
NTAC and Other	237,488	239,921	2,433
Operating Revenue Total	**2,540,607**	**2,490,624**	**(49,984)**
Operating Expense			
Purchase Power	(629,343)	(583,220)	46,123
Ancillary Service Expense	(62,475)	(59,450)	3,025
Fuel Consumed	(119,206)	(123,673)	(4,467)
Wheeling	(642,170)	(646,550)	(4,381)
Operations & Maintenance	(607,911)	(603,877)	4,034
Other Expense	(129,657)	(126,341)	3,316
Covid-19 Expense*	0	(314)	(314)
Allocation to Capital	59,143	57,821	(1,322)
Operating Expense Total	**(2,131,619)**	**(2,085,604)**	**46,014**
EBIDA Total	**408,989**	**405,019**	**(3,969)**
EBIDA NYPA	*495,601*	*491,522*	*(4,080)*
EBIDA Canals	*(86,613)*	*(86,502)*	*111*
Non Operating			
Interest and Other Expenses			
Interest & Other Expenses	(129,262)	(123,778)	5,484
Investment and Other Income	19,626	17,158	(2,468)
Mark to Market Adjustments	0	1,124	1,124
Depreciation	(258,373)	(259,345)	(972)
Interest and Other Expenses Total	**(368,009)**	**(364,841)**	**3,168**

NET INCOME	$40,980	*$29,559*	$40,179	*$50,799*	($801)
		Low Case	Expected	*High Case*	

Margins - Generation**	($11,379)	($3,969)
Margins - Transmission	2,262	
Margins - Non Utility	(566)	
Operating Expenses	5,714	
Non-Operating Net	3,168	

** *Includes Merchant Gross Margin Variance of ($4,955): Budget @ $272,411 vs Current @ $267,456*

EBIDA: Earnings Before Interest Depreciation & Amortization
***Covid-19**: Expected incremental expenses into the forecast.
Low/High Cases: Taken from Risk's Merchant Portfolio Daily Performance Summary

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March 30, 2021

4f. Finance and Risk Committee Report: (Chair Tracy McKibben)

[Oral Report Only]

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Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **St. Lawrence-FDR Power Project**
Water Ball Replacement Project
Capital Expenditure Authorization Request and Contract Award

SUMMARY

Trustee approval is requested for capital expenditures in the amount of $9,041,540, for the St. Lawrence-FDR Power Project ("STL") Water Ball Replacement Project ("Project").

Capital expenditures in the amount of $2,377,792 were previously approved by the President and Chief Executive Officer bringing the total estimated Project cost to $11,419,315.

Trustee approval is also requested to award of a three-year construction services contract to Con Tech Building Systems, Inc. ("Con Tech") of Gouverneur, NY in the amount of $4,908,292.60 for fabrication and installation of a new water tower.

The Finance and Risk Committee, at its March 18, 2021 meeting, adopted a recommendation that the Trustees approve the aforementioned capital expenditures and contract award.

BACKGROUND

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

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts requires Trustee approval for procurement contracts involving services to be rendered for a period in excess of one year. Additionally, in accordance with the Authority's Expenditure Authorization Procedures, the award of non-personal services contract in excess of $6 million requires Trustee approval.

The existing water ball is original to STL and was custom designed to fit the needs of the Authority at that time. The original purpose of the water ball was to provide head pressure for the fire protection systems for STL. The original design incorporated a heating system that included two fuel oil low-pressure boilers and equipment in an adjoining boiler house to prevent the water from freezing. The boilers, which were also original to the water tower were replaced several years ago as a separate project also require upgrading as part of this project.

Since original construction, the intended use of the water ball has changed. Currently, the water ball not only supports the fire protection systems, but also acts as a contact chamber for the sites potable water which is pumped from the intake at the dam to the water ball and circulated back to the dam and other areas. The boilers continue to be used for freeze protection, however,

based on recent inspections, are very inefficient, burning thousands of gallons of fuel oil per year which requires daily maintenance.

Boiler maintenance has continued to increase and the corrosion on the support structure at the top of the ball has continued to worsen. Based on several inspections and analyses looking at different options, the recommendation is to replace the existing water ball with a new water tower that will require significantly less maintenance in future years.

This Project will provide STL with a new water tower for fire protection and potable water. The scope of work under this contract is for the installation of a new glass-lined elevated water tower and ancillary equipment, demolition of the existing boiler house and water ball, new electric service, and site work. The excavation work has been reviewed and previously approved by Federal Energy Regulatory Commission. This new tower will eliminate the need for a fuel oil boiler house that currently provides heating for the existing water ball.

DISCUSSION

A Request for Proposal ("RFP"), Inquiry No. Q20-7075DKT, was issued through the Authority's Ariba system and was advertised in the NYS *Contract Reporter* on November 5, 2020. A total of eleven (11) firms were invited into the Ariba Event with fifty-six (56) firms having viewed the RFP on the Strategic Supply Management's website. Two (2) proposals were received through Ariba on January 7, 2021. Bidders and their corresponding initial unevaluated bid pricing are set forth below:

Bidder	**Location**	**Bid Amount** (Unevaluated)
Con Tech Building Systems, Inc.	Gouverneur, NY	$4,098,292.60
Perras Excavating, Inc.	Massena, NY	$6,542,532.00

Five addenda were issued requesting additional, detailed information and addressing bidders' questions.

The Evaluation Committee, composed of representatives from Strategic Supply Management, Engineering, Site Operations, Quality Assurance, Environmental, Health and Safety, Project Management, and Program Controls, reviewed and evaluated the proposals based on the evaluation criteria established in the RFP which included: best value, proposal completeness, technical capabilities, ability to meet the schedule, experience in performing similar work, and safety records.

The RFP event was also reviewed for compliance with the New York Buy American Act. The proposals are compliant with the New York Buy American Act and Minority and Women-Owned Business Enterprise requirements; however, Con Tech requested a waiver for the SDVOB goal requirement set forth in the contract documents. All contract exceptions have been resolved.

Con Tech was determined to be the "best value" bidder. Their proposal included a complete project approach, demonstrated their knowledge of the scope of work and their capability of completing work in accordance with the required schedule. Con Tech and their team have more than 20 years' experience in water tower construction and demolition. Upon extensive review,

interviews, and discussions with Con Tech and their subcontractors, Con Tech has demonstrated the technical capability and manufacturing expertise that is required for this project. This best value proposal also provides the most competitive pricing for this application.

Capital expenditures in the amount of $2,377,792 was previously approved in March 2018 for preliminary engineering and engineering/design. This capital expenditure request is comprised of the following:

Preliminary Engineering/Licensing	($218,406)
Engineering/Design	$128,921
Procurement	$0
Construction/Installation	$6,598,825
Project Closeout	$60,000
Authority Direct and Indirect Expenses	$2,472,200
TOTAL	$9,041,540

FISCAL INFORMATION

Payment associated with this Project will be made from the Authority's Capital Fund.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Power Supply, the Vice President – Project Management, the Vice President – Strategic Supply Management, the Regional Manager and the Program Director – Project Management recommend that the Trustees approve capital expenditures in the amount of $9,041,540, and a three-year construction services contract in the amount of $4,908,292.60 to Con Tech Building Systems, Inc. of Gouverneur, NY for the St. Lawrence-FDR Power Project Water Ball Replacement Project.

The Finance Committee, at its March 18, 2021 meeting, adopted a resolution recommending that the Trustees authorize capital expenditures in the amount of $9,041,540 and approve the award of a three-year construction services contract in the amount of $4,908,292.60 to Con Tech Building Systems, Inc.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $9,041,540, are hereby authorized for the St. Lawrence-FDR Power Project – Water Ball Replacement Project in accordance with, and as recommended in, the foregoing memorandum of the President and Chief Executive Officer;

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs of the St. Lawrence-FDR Power Project – Water Ball Replacement Project.

Capital	**Expenditure Authorization**
St. Lawrence-FDR Power Project Water Ball Replacement Project	$9,041,540

AND BE IT FURTHER RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a three-year contract to Con Tech Building Systems, Inc. of Gouverneur, NY, in the amount of $4,908,292.60 for construction services to complete the aforementioned project as recommended in the foregoing memorandum of the President and Chief Executive Officer;

Contractor	**Contract Approval**
Con Tech Building Systems, Inc. Gouverneur, NY (Q20-7075DKT)	$4,908,292.60

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

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Robert Moses Unit Substation Replacement Project**
Capital Expenditure Authorization Request and Contract Award

SUMMARY

The Trustees are requested to approve capital expenditures in the amount of $19.1 million for the Robert Moses Unit Substation Replacement Project ("Project"). Capital expenditures in the amount of $400,000 for preliminary engineering were previously approved by the President and Chief Executive Officer in September 2020, bringing the total Project cost to $19.5 million.

The Trustees are also requested to approve the award of a five-year non-personal services contract to Eaton Corporation ("Eaton") of Warrendale, PA in the amount of $12.06 million. Interim funding in the amount of $200,000 was previously approved by the Chief Operating Officer in January 2021, to allow for project initiation costs and to maintain the schedule.

The Finance and Risk Committee, at its March 18, 2021 meeting, adopted a resolution recommending that the Trustees approve the aforementioned capital expenditures and contract award.

BACKGROUND

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

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts requires Trustee approval for contracts involving services to be rendered for a period in excess of one year. Additionally, in accordance with the Authority's Expenditure Authorization Procedures, the award of non-personal services contract in excess of $6 million require Trustee approval.

The Robert Moses Power Plant ("RMPP") is equipped with 13, unit substations that provide 480VAC power to the RMPP generating unit's auxiliary equipment. All of the auxiliary equipment for each generating unit is fed from one unit substation reserved for that unit which is critical to the generating unit's operation and reliability.

The existing unit substations are original to the plant, and are at the end of their life cycle, and there are operational reliability issues with the breakers, which has caused unplanned outages. The original manufacturer no longer supports or provides replacement parts for this equipment. More than $100,000 is being spent annually on Operations & Maintenance activities

for unit upkeep. In addition, the current system is not arc flash compliant and poses a safety concern. The new switchgear design will improve safety for Niagara personnel operating the equipment by including an arc flash compliant design with proven arc flash mitigation strategies.

The scope-of-work under this contract includes design, procurement, fabrication, delivery, removal of existing, and installation of thirteen new unit substations. The Project is forecasted for completion by 2025.

DISCUSSION

A Request for Proposal ("RFP"), Inquiry No. Q20-7031BS, was issued through the Authority's Ariba system and was advertised in the NYS *Contract Reporter* on September 11, 2020. A total of forty-three (43) firms were invited into the Ariba Event with one hundred fifty-two (152) firms having viewed the RFP on the Strategic Supply Management website. Five (5) proposals were received through Ariba on October 29, 2020. The list of Bidders and their corresponding bid pricing are as follows:

Company	**Location**	**Bid Amount**
Burns & McDonnell	Kansas City, MO	$13,149,228.24
E-J Electric Installation Co.	Long Island City, NY	$12,079,770.00
Eaton Corporation	Warrendale, PA	$11,915,879.86
Mass Electric Construction Co. ("Mass")	Woodcliff Lake, NJ	$9,545,988.00
O'Connell Electric Co. Inc. ("O'Connell)	Victor, NY	$8,883,348.72

The Evaluation Committee, comprised of representatives from Strategic Supply Management, Engineering, Control Room Operations, Electrical Maintenance, Instrument and Control, Quality Assurance, Environmental, Health and Safety, Project Management, and Program Controls reviewed and evaluated the proposals based on the evaluation criteria established in the RFP which includes: best value, proposal completeness, technical capabilities, ability to meet the schedule, experience in performing this type of work, and safety records.

The RFP specification required the new switchgear to fit within the existing unit space and required the use of existing conduits without structural modifications. The Evaluation Committee did not consider Mass and O'Connell's proposals further due to safety concerns and inability to meet the switchgear size requirements.

Eaton was determined to be the best value based on its strength of experience, a well-thought-out project execution plan, high quality arc flash mitigation strategies, ability to address the Authority's requirements and expectations, and best value proposal.

Requirements for Minority and Women Business Enterprise ("MBE" and "WBE") and Service-Disabled Veteran-Owned Business ("SDVOB") were addressed and agreed upon, which are as follows:

- MBE: 3%
- WBE: 4%

- SDVOB: 3%

An additional lump-sum amount of $143,220 is included in the recommended award amount for spare parts anticipated over the term of the contract.

Capital expenditures in the amount of $400,000 were previously approved in September 2020 for preliminary engineering. The remaining capital expenditure authorization request is comprised of the following:

Preliminary Eng./Licensing	$ 0
Engineering/Design	$ 787,500
Procurement	$ 0
Construction/Installation	$14,683,300
Project Closeout	$ 300,000
Authority Indirect and Direct Expenses	$ 3,348,500
TOTAL	$19,119,300

FISCAL INFORMATION

Payment associated with this Project will be made from the Authority's Capital Fund.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Power Supply, the Vice President – Project Delivery, the Vice President – Strategic Supply Management, the Regional Manager and the Project Manager recommend that the Trustees approve the current request for capital expenditures in the amount of $19.1 million and approval of a five-year non-personal services contract to Eaton Corporation of Warrendale, PA in the amount of $12.06 million for the Robert Moses Unit Substation Replacement Project.

The Finance and Risk Committee, at its March 18, 2021 meeting, adopted a resolution recommending that the Trustees approve the aforementioned capital expenditures and contract award.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $19.1 million, for a total Project cost of $19.5 million, are hereby authorized for the Robert Moses Unit Substation Replacement Project in accordance with, and as recommended in, the foregoing memorandum of the President and Chief Executive Officer;

Capital	Expenditure Authorization
Robert Moses Unit Substation Replacement Project	$19,119,300

AND BE IT FURTHER RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a five-year non-personal services contract to Eaton Corporation in the amount of $12,060,000 to support the work associated with the Robert Moses Unit Substation Replacement Project, as recommended in the foregoing memorandum of the President and Chief Executive Officer;

Contractor	Contract Approval
Eaton Corporation Warrendale, PA (RFP # Q20-7031BS)	$12,060,000

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Procurement (Services) Contract –**
Niagara Power Project – Next Generation Niagara Program –
Mechanical and Electrical Upgrades Project –
Shaft Procurement – Contract Award

SUMMARY

The Trustees' approval is requested to award a 15-year design, manufacture, and delivery contract to GE Renewables US LLC ("GE") of Greenwood Village, CO in the amount of $18.1 million, which includes $3.2 million in escalation over the life of the contract, for the Next Generation Niagara ("NGN") – Mechanical and Electrical Upgrades – Shaft Procurement Project. In addition, the Trustees are requested to waive the New York Buy America Act requirements regarding the purchase of steel components.

The Finance Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the aforementioned award and waiver.

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. In accordance with the Authority's Expenditure Authorization Procedures, the award of non-personal services contract in excess of $6 million requires the Trustees' approval.

NGN is comprised of four main projects: (1) controls upgrade, (2) mechanical and electrical upgrades, (3) 630-ton gantry crane replacement, and (4) penstock platform and inspections. This contract is for the design, manufacture, and delivery of the shafts required to support the Mechanical and Electrical Upgrades project. The Mechanical and Electrical Upgrades project will have future separate contract(s) for procurement of other major material and to perform the remaining work.

The scope-of-work under this contract is for design, manufacture, and delivery of thirteen (13) shafts and one (1) thrust runner. The shafts will be received and installed by Authority craft in support of the NGN Mechanical and Electrical Upgrades.

It is anticipated that the next contract to be put forth for recommendation for this project will be the unit overhauls starting in 2023 which is tentatively scheduled to be presented to the

Trustees for approval at the May 2021 meeting. The overall Program is estimated for completion by 2034.

DISCUSSION

A Request for Proposal ("RFP"), Inquiry No. Q20-6925HM, was issued through the Authority's Ariba system and was advertised in the NYS *Contract Reporter* on March 24, 2020. A total of twelve (12) firms were invited into the Ariba Event with forty-five (45) firms having viewed the RFP on the Strategic Supply Management website. Seven (7) proposals were received through Ariba on June 12, 2020. The list of Bidders is below:

Company	Location	Unevaluated Bid Amount
GE Renewables US LLC	Greenwood Village, CO	$16,779,639.00
Andritz Hydro Corp	Charlotte, NC	$17,310,833.33
Voith Hydro, Inc.	York, PA	$19,291,317.63
Hydro Tech USA Inc.	Sault Ste Marie, ON, CA	$21,951,812.00
Gracon LLC	Lafayette, CO	$27,631,674.82
Toshiba America Energy Systems	Charlotte, NC	$48,700,705.32
American Hydro	Buffalo, NY	$51,410,966.14

The Evaluation Committee, comprised of representatives from Strategic Supply Management, Mechanical Engineering, Project Delivery, Control Room Operations, Mechanical Maintenance, Quality Assurance, Environmental, Health and Safety, Project Management, and Program Controls, reviewed and evaluated the proposals based on the evaluation criteria established in the RFP which included: best value, proposal completeness, technical capabilities, ability to meet the schedule, experience in performing this type of work, and safety records.

The RFP event was also reviewed for compliance with the Executive Order ("EO") 13920 "Securing the United States Bulk Power System." After reviewing this EO, it was considered not applicable to this Contract. The proposals were also reviewed for compliance with the New York Buy American Act. After review, it was recommended that this requirement be waived based on the cost savings of 50% that would be realized to the Authority. Requirements for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Business were waived on this contract.

The current Robert Moses shafts are original to the plant and have been in service for 60 years. As such, it is not likely that the existing shafts will provide the Authority's Robert Moses Niagara Power Plant with another 60+ years of reliable service. At the Authority's adjacent Lewiston Pump Storage Plant ("LPGP"), replacement of the shafts was not included in the base scope of the LPGP LEM program, but the option was immediately exercised when circumferential cracking was discovered upon the first unit disassembly. With this lesson learned and Authority's collaborations with hydropower's technical leads from domestic and international plants from CEATI's Hydraulic Plant Life Interest Group, it is in the Authority's best interest to replace all the shafts.

GE was determined to be the “best value” bidder based on its strength of experience, ongoing support throughout the life of the project, a well, thought-out project execution plan, high quality manufacturing processes, ability to address the Authority’s requirements and expectations, and best value proposal. This best value proposal also provides the competitive pricing that allows for the replacement of all 13 shafts and streamlining manufacturing and the schedule over the course of this project. In addition, GE was awarded the Wicket Gate procurement contract which will allow for efficiencies on collaboration, communications, and a cost savings of $350,000 if awarded this contract.

The proposed spending for this contract is in alignment with the original program estimates for this work which was approved by the Trustees at their July 2019 meeting and has been included in the approved Four-Year Capital Plan.

FISCAL INFORMATION

Payment associated with this Project will be made from the Authority’s Capital Fund. Funding in the amount of $224 million has been authorized, to date, for the Next Generation Niagara Program, which is estimated at $1.1 billion, to complete preliminary engineering, conduct engineering and design, material procurement, implement limited construction, and Authority direct/indirect costs. The balance, to be authorized at future Trustee meetings, is estimated at $876 million for the remaining work associated with this program.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Power Supply, the Vice President – Project Management, the Vice President – Strategic Supply Management, the Regional Manager and the Project Manager recommend that the Trustees approve the award of a 15-year contract in the amount of $18.1 million, which includes $3.2 million in escalation over the life of the contract, to GE Renewables US LLC of Greenwood Village, CO for design, manufacture, and delivery of the Shafts in support of the Next Generation Niagara Program. In addition, it is recommended that Trustees waive the requirements of the New York Buy America Act for this award.

The Finance Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the aforementioned award and waiver.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Guidelines for Procurement contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a 15-year contract to GE Renewables US LLC in the amount of $18,100,000 for the design, manufacture, and delivery of the Shafts in support of the Next Generation Niagara Program - Mechanical and Electrical Upgrades Project, as recommended in the foregoing memorandum of the President and Chief Executive Officer; and be it further

RESOLVED, That the requirements of the New York Buy America Act for this contract award are hereby waived as recommended in the foregoing memorandum of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs of the Next Generation Niagara – Mechanical and Electrical Upgrades Project – Shaft Procurement.

Contractor	**Contract Approval**
GE Renewables US LLC **Greenwood Village, CO** **RFP # Q20-6925HM**	**$18.1 million**

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Procurement (Services) Contract – Advanced Research Services – Contract Awards**

SUMMARY

The Trustees are requested to approve the award of six personal services contracts for Advanced Research Services to UCHICAGO Argonne, LLC (Argonne National Laboratory) of Washington D.C, Brookhaven National Laboratory of Upton, New York, Idaho National Laboratory of Idaho Falls, Idaho, National Renewable Energy Laboratory of Golden, Colorado, Pacific Northwest National Laboratory of Richland, Washington and Sandia Laboratory of Albuquerque, New Mexico for a total authorization amount of $10 million for a five-year term effective April 1, 2021 through March 31, 2026.

The Finance and Risk Committee, at its March 18, 2021 meeting, adopted a recommendation that the Trustees authorize the aforementioned contract awards.

BACKGROUND

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts require the Trustees' approval of procurement contracts involving services to be rendered for a period in excess of one year. Also, in accordance with the Authority's Expenditure Authorization Procedures, the award of personal services contracts in excess of $6 million require the Trustees' approval.

The Authority is seeking to establish a group of qualified research partners ("Research Partners") to provide, on an as needed basis, various technology, computing, policies, science, security, engineering and/or other advanced research services to work in collaboration. The Authority and each of the Research Partners will mutually agree on a master framework agreement ("Value Contract") under which any subsequent Request(s) for Proposal ("RFP"), scope(s) of work and/or Project would be contracted and awarded.

DISCUSSION

Construction Contractor RFQ, RFP and Contract Awards

On October 26, 2020, the Authority published Request for Qualifications ("RFQ") for Advanced Research Services in the NY State *Contract Reporter* and on its public website, nypa.gov. Nine Statement of Qualification ("SOQ") responses were received in response to this

RFQ. The Evaluation Committee included members from Research & Development, Digital Transformation Office, Business Resiliency, Agile Laboratory, Critical Secure Services and Strategic Supply Management.

Respondents were requested to satisfactorily demonstrate to the Authority that they have the necessary technical experience, qualifications, facilities, capabilities, and resources to provide such technology, computing, policy, science, security, engineering, and other advanced research services.

The Respondent's SOQ responses were reviewed and evaluated against the following criteria:

- Capabilities & Qualifications: Respondent's background, industry accreditations, availability of resources, general scope of services and capabilities
- Project History, Experience & Expertise: Respondent's expertise and experience with successfully executing similar projects
- Work and Project Management Practices
- Responsiveness to the RFQ instructions and requirements

FISCAL INFORMATION

Funding for the Advanced Research Services is provided from the Authority's operating and maintenance ("O&M") funds.

RECOMMENDATION

The Senior Vice President – Power Supply, the Vice President – Strategic Supply Management and the Finance and Risk Committee recommend that the Trustees approve the award of six personal services contracts for Advanced Research Services to UCHICAGO Argonne, LLC (Argonne National Laboratory) of Washington D.C, Brookhaven National Laboratory of Upton, New York, Idaho National Laboratory of Idaho Falls, Idaho, National Renewable Energy Laboratory of Golden, Colorado, Pacific Northwest National Laboratory of Richland, Washington and Sandia Laboratory of Albuquerque, New Mexico for a total authorization amount of $10 million for a five-year term.

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

Gil C. Quinones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award six personal services contracts for Advanced Research Services to UCHICAGO Argonne, LLC (Argonne National Laboratory) of Washington D.C, Brookhaven National Laboratory of Upton, New York, Idaho National Laboratory of Idaho Falls, Idaho, National Renewable Energy Laboratory of Golden, Colorado, Pacific Northwest National Laboratory of Richland, Washington and Sandia Laboratory of Albuquerque, New Mexico for a total authorization amount of $10 million and a five-year term, as recommended in the foregoing memorandum of the President and Chief Executive Officer.

Contractor	Contract Amount
	$10,000,000
Argonne National Laboratory **Washington, D.C.**	
Brookhaven National Laboratory **Upton, New York**	
Idaho National Laboratory **Idaho Falls, Idaho**	
National Renewable Energy Laboratory **Golden, Colorado**	
Pacific Northwest National Laboratory **Richland, Washington**	
Sandia National Laboratory **Albuquerque, New Mexico**	

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE BOARD OF TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Release of Funds in Support of the New York State Canal Corporation**

SUMMARY

The Trustees are requested to authorize the release of an additional up to $22.9 million in funding to the New York State Canal Corporation ("Canal Corporation") to support the operations of the Canal Corporation in calendar year 2021. The amount requested is 25% of the Canal Corporation's 2021 O&M Budget.

The Finance and Risk Committee, at its March 18, 2021 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 $45.8 million, an amount equal to 50% of the Canal Corporation's 2021 O&M Budget. With regard to Canal Corporation's operating expenses in excess of $91.6 million in calendar year 2021, 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 $22.9 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 (i) the release of $30 million in Recharge New York Discounts for 2020, (ii) the release of up to $91.0 million in Canal-related operating expenses for 2020, (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 2021-2024. 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 $22.9 million in funding to support the operation of the Canal Corporation in calendar year 2021. 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 2021 were included in the Canal Corporation's 2021 O&M Budget and the Authority's 2021 Budget.

RECOMMENDATION

The Chief Financial Officer and the Finance and Risk Committee recommend that the Trustees authorize the release of an additional up to $22.9 million in funding to the Canal Corporation to support the operations of the Canal Corporation in calendar year 2021. 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 $22.9 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.

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That the Trustees authorize the release of an additional up to $22.9 million in funding to the Canal Corporation to support operations of the Canal Corporation in calendar year 2021, as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Trustees affirm 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 $22.9 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 the Trustees affirm 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 Trustees affirm 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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Procurement (Services) Contract – On Call Transmission and Substation Engineering Master Service Agreement**

SUMMARY

The Trustees are hereby requested to approve the award of competitively bid contracts related to On Call Transmission and Substation Engineering Master Service Agreement (Q20-7096CC) over a ten (10) year term. The proposed Contracts are to be awarded to the following firms: AECOM Power E&C, Inc. dba United E&C, Inc of Piscataway, NJ; Black & Veatch Corporation of Overland Park, KS; Burns & McDonnell Consultants, PC of Kansas City, MO; ECI Engineering Services, PC of Billings, MT; Mott Macdonald NY of Iselin, NJ; and POWER Engineers Incorporated of Hailey, ID in the aggregate amount of one hundred million dollars ($100,000,000).

In order to meet upcoming project schedules interim approval to issue a Request for Proposal was granted on March 9, 2021 and approved by the Chief Operating Officer. In addition, the Finance and Risk Committee, at its March 18, 2021 meeting, adopted a resolution recommending that the Trustees approve these contracts.

BACKGROUND

In accordance with the Authority's Guidelines for Procurement Contracts and Expenditure Authorization Procedures ("EAPs"), the award of personal services contracts in excess of $2,000,000 and/or for a term in excess of one (1) year requires Trustee approval.

On-call contracts for Transmission and Substation Engineering will provide the Authority with a mechanism to be agile and support a wide variety of capital improvements, its goal of becoming an end-to-end digital utility compliant with ISO 550001 standards for asset management, and a number of projects that will help to facilitate the Authority's VISION2030 Strategic Plan. Work on each project will be assigned to the firm possessing the most capability in the subject and geographical location required. The award of multiple contracts ensures that adequate skill coverage will be available as required, supplementing the Authority's staff in some areas, and providing timely access to specialty skills in other areas.

DISCUSSION

The Authority issued a Request for Proposal ("RFP"), No. Q20-7096CC, via Ariba e-sourcing which was advertised in the New York State Contract Reporter on November 24, 2020. Twenty-nine (29) firms/entities submitted proposals. Evaluation of the proposals was performed by a multi-functional team (Evaluation Committee) comprised of Project Management ("PM"), Engineering and Strategic Supply Management ("SSM").

Consistent with the Authority's Procurement Guidelines and as specified in the RFP, the proposals were evaluated on the basis of relevant criteria, including capability; experience; scope conformity; safety; ability/availability; licenses/certifications; pricing; ability to meet diversity goals; references; and whether the bidder took exceptions to the Authority's contract terms and conditions. The proposals were given a score based on each of the criteria described above and then ranked. Based on experience with managing the previous on-call contracts, the Evaluation Committee decided on awarding to a minimum of four firms and a maximum of six firms.

Seven firms were invited to give presentations and six were selected by the evaluation committee based on a strong demonstration in each of the categories above. These were: AECOM Power E&C, Inc. dba United E&C, Inc, Black & Veatch Corporation, Burns & McDonnell Consultants, ECI Engineering Services, PC, Mott Macdonald NY, and POWER Engineers Incorporated. The work to be performed under this group of contracts includes the following services, at a minimum:

General:

- Civil/Structural — geotechnical, foundations, structural, drainage, site planning, roadways, SPCC, building design
- Electrical — cable, wiring, physical arrangements, one-lines, equipment
- Protection & Control — relaying, SCADA, DTT, metering
- Mechanical — HVAC and fire protection
- Access and Security (Physical and Cyber)

Transmission Design

To include any or all of the following:

- New/Modifications/Upgrades to Transmission Facilities (Installation of new transmission lines, Structure modifications, Reconductoring, Series Compensation addition, Installation of additional circuits, Separation of Lines, Optical Ground Wire installation, Grid Storage)
- Below grade transmission (Direct Buried, Submarine, Horizontal Directional Drilling)
- High-Voltage DC Design including Converter Stations

Substation Design

To include any or all of the following:

- Modifications of existing Substations — Equipment Upgrades, Expansions, SPCC.
- New Substations
- Interconnection Projects by 3rd Party Developers

Specific projects which these and other services may be called upon to support include the following:

- Transmission Life Extension & Modernization Program (TLEM): includes Massena, Niagara, St. Lawrence Breaker & Relay Replacement, and Remote Substations;
- Communications Backbone Program: establishes a dedicated, redundant communication network;
- Northern New York Priority Transmission Project (NNY PTP): rebuilds and/or upgrades on over 100 miles of transmission line and 11 substations;
- Sensor Deployment: installation of smart sensors to improve transmission grid by continuously monitoring assets;
- Digital Substation Saranac: upgrade the Saranac Substation in the Northern NY Region;
- Next Generation Niagara: replaces, overhauls and/or upgrades the thirteen generating units and their associated equipment;
- Y-49 LEM: capital improvements, refurbishments, repairs associated with Y-49 circuit;

- Disaster response: currently anticipating recovery assistance for Puerto Rico, with the possibility of support in other areas being required as well;
- VISION2030 projects.

FISCAL INFORMATION

Services under these contracts will be provided on an as-needed basis. Expenditures for these contracts will be paid from the Authority's Capital or Operating Fund, as appropriate.

RECOMMENDATION

The Senior Vice President – Operations Support Services and Chief Engineer, the Senior Vice President – Project Delivery, the Vice President – Strategic Supply Management and the Senior Program Director recommend that the Trustees approve awards of ten-year contracts for the Transmission and Substation Engineering Services in the aggregate not-to-exceed amount of $100,000,000.

the Finance and Risk Committee, at its March 18, 2021 meeting, adopted a resolution recommending that the Trustees approve these contracts.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority, the award and funding of the ten year contracts to the firms listed below in the aggregate not-to-exceed amount of $100,000,000, is hereby approved, as recommended in the foregoing memorandum of the President and Chief Executive Officer;

- AECOM Power E&C, Inc. dba United E&C
- Black & Veatch Corporation
- Burns & McDonnell Consultants
- ECI Engineering Services
- Mott Macdonald NY
- POWER Engineers Incorporated

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Product, Customer Experience and Marketing Services Agreement Contract Award**

SUMMARY

The Trustees are requested to approve the award of competitively bid five-year consulting contracts to the twenty-eight firms listed below, in the aggregate amount of $16 million, to support the Authority with Product, Customer Experience and Marketing Services for the delivery of VISION2030. The selected firms, individually or as a group, will assist the Authority in expanding its product, customer experience, marketing, and corporate communications capabilities across multiple disciplines.

The Finance Committee, at its March 18, 2021 meeting, adopted a recommendation that the Trustees authorize the award to the selected firms in the amount of $16 million for a 5-year term for the stated purpose.

BACKGROUND

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts require Trustee approval for procurement contracts involving services to be rendered for a period in excess of one year. Additionally, in accordance with the Authority's Expenditure Authorization Procedures, the award of personal services contracts exceeding $2 million requires Trustee approval.

To deliver VISION2030 quickly and flexibly, the Authority issued a Request for Proposals ("RFP") No. Q20-7005JW to solicit proposals from qualified firms interested in supporting the Authority's product, customer experience, marketing, and corporate communications needs. VISION2030 incorporates a strong focus on the customer. As the energy market becomes more complex, the Authority intends to be a leader in guiding its customers to 100% clean energy. The Authority is strengthening its customer experience, corporate communications, digital customer engagement, customer insights, corporate and product marketing, and product development capabilities. As such, the Authority is seeking firms who excel across, or in niche areas, these capabilities that will enable the Authority to launch projects and initiatives quickly and flexibly.

DISCUSSION

The RFP for Product Customer Experience and Marketing Services was issued via Ariba and was advertised in the New York State *Contract Reporter* on November 12, 2020. One hundred ten (110) suppliers are listed as having viewed the event notice on the Authority's SSM website, of which five (5) suppliers were duplicates. Sixty-nine (69) suppliers were listed as having been invited to or requested to participate in the Ariba Event. Forty (40) "rates only" proposals were received electronically via Ariba and were evaluated.

The Authority seeks firms to support these efforts that will enable the organization to launch projects and initiatives quickly and flexibly. As such, expertise is sought in one or more of the following ten (10) Service Areas:

1. Customer Experience Strategy & Implementation
2. Market, Customer Strategy and Research

3. Analytics & Marketing Technology
4. Product Strategy / Product Management
5. Marketing / Brand Strategy / Creative Development
6. Digital and Websites
7. Social Media
8. Events & Conferences
9. Corporate Communications / Public Relations
10. Other Services

As part of their proposals, bidders were asked to submit a checklist indicating which of the ten (10) Services Areas they intended to be evaluated for.

The evaluation team included members from Marketing & Product Development, Corporate Communications, Business & Project Development, Community Affairs, E-mobility, and Strategic Supply Management. Any/all MWBE or related goals will be addressed in the scopes of work that will be assigned after contracts are awarded:

Authority staff reviewed each proposal, taking into consideration several criteria, including quality of submission, demonstration of qualifications, experience and expertise, demonstration of subject matter expertise or ability to apply expertise from other industries, quality, and relevance of case studies and/or work samples, MWBE status and pricing (rates). After individual evaluations were complete, scores were compiled and averaged. Firms were ranked and the top seven (7) scoring firms for each Service Area are recommended for award. When compiled, twenty-eight (28) firms are recommended for award based on the evaluation results. MBE and WBE commitments for suppliers are 10%. Eight (8) firms are MWBEs: Essence Partners Inc. Factory 360 Inc, Sinclair Social, Arch Street Communications Inc., BBG&G Marketing, Jodi Ackerman Frank, Marketsmith Inc., Stragility LLC.

After determining the recommendation list, members of the Evaluation Committee reviewed the proposed rates to ensure there was an acceptable range of rates to meet the anticipated needs for specific Service Areas. As a result of considerably lower proposed rates two (2) additional firms are recommended for award. These are denoted by an asterisk (*) in the recommendation table below. In total, twenty-eight firms (28) firms are recommended for award.

	Supplier	Location
1	Accenture LLP	Walnut Creek, CA
2	Arch Street Communications, Inc.	Tarrytown, NY
3	BBG&G Advertising, Inc.	Campbell Hall, NY
4	Cherissa Adams*	Austin, TX
5	Deloitte Consulting, LLP	Hermitage TN
6	Ernst & Young U.S. LLP	Sacaucas NJ
7	Essence Partners, Inc.	New York, NY
8	Factory 360, Inc.	Hollywood FL

9	FirstInLine Media LLC	Brooklyn, NY
10	Fuseideas, LLC	Winchester MA
11	Guidehouse, Inc.	Chicago, IL
12	ICF Resources, LLC	Fairfax, VA
13	Jodi Ackerman Frank	Argyle, NY
14	Kivvit, LLC	Chicago, IL
15	Lowe and Partners Worldwide, Inc. dba Campbell Ewald New York	Omaha, NE
16	Marketsmith, Inc.	Cedar Knolls, NJ
17	McKinsey and Company, Inc. Washington D.C.	Washington, D.C.
18	MWW Group, LLC	East Rutherford, NJ
19	Nexant, Inc.	San Francisco Ca
20	PA Consulting Group, Inc.	Boston, MA
21	Sapient Corporation d/b/a Publicis Sapient	Boston, MA
22	Sinclair Prints & Poseys, Inc.	Flushing, NY
23	Stragility, LLC	Slingerlands, NY
24	Strategy Muse, Inc.	Los Angeles, CA
25	Submersive Media, LLC*	New York, NY
26	The Cadmus Group LLC	Waltham, MA
27	The Visual Brand LLC	Westport, CT
28	West Monroe Partners, LLC	Chicago, IL

FISCAL INFORMATION

There is no fiscal impact associated with this selection of a prequalified pool of firms. Any assignments will be subject to the Authority's Expenditure Authorization Procedures and consistent with the annual budget approvals.

RECOMMENDATION

The Executive Vice President and Chief Commercial Officer, the Vice President Marketing and Product Development, the Vice President of Strategic Supply Management, and the Finance Committee, recommend that the Trustees approve the award of contracts to the to the following twenty-eight (28) firms for Product,

Customer Experience and Marketing Services for a five-year term for a total authorization amount of $16 million.

	Supplier	Location
1	Accenture LLP	Walnut Creek, CA
2	Arch Street Communications, Inc.	Tarrytown, NY
3	BBG&G Advertising, Inc.	Campbell Hall, NY
4	Cherissa Adams*	Austin, TX
5	Deloitte Consulting, LLP	Hermitage TN
6	Ernst & Young U.S. LLP	Sacaucas NJ
7	Essence Partners, Inc.	New York, NY
8	Factory 360, Inc.	Hollywood FL
9	FirstInLine Media LLC	Brooklyn, NY
10	Fuseideas, LLC	Winchester MA
11	Guidehouse, Inc.	Chicago, IL
12	ICF Resources, LLC	Fairfax, VA
13	Jodi Ackerman Frank	Argyle, NY
14	Kivvit, LLC	Chicago, IL
15	Lowe and Partners Worldwide, Inc. dba Campbell Ewald New York	Omaha, NE
16	Marketsmith, Inc.	Cedar Knolls, NJ
17	McKinsey and Company, Inc. Washington D.C.	Washington, D.C.
18	MWW Group, LLC	East Rutherford, NJ
19	Nexant, Inc.	San Francisco Ca
20	PA Consulting Group, Inc.	Boston, MA
21	Sapient Corporation d/b/a Publicis Sapient	Boston, MA
22	Sinclair Prints & Poseys, Inc.	Flushing, NY
23	Stragility, LLC	Slingerlands, NY

24	Strategy Muse, Inc.	Los Angeles, CA
25	Submersive Media, LLC*	New York, NY
26	The Cadmus Group LLC	Waltham, MA
27	The Visual Brand LLC	Westport, CT
28	West Monroe Partners, LLC	Chicago, IL

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award twenty-eight contracts to the following firms for a total authorization amount of $16 million for a five-year terms, as recommended in the foregoing memorandum of the President and Chief Executive Officer.

	Supplier	Location
1	Accenture LLP	Walnut Creek, CA
2	Arch Street Communications, Inc.	Tarrytown, NY
3	BBG&G Advertising, Inc.	Campbell Hall, NY
4	Cherissa Adams*	Austin, TX
5	Deloitte Consulting, LLP	Hermitage TN
6	Ernst & Young U.S. LLP	Sacaucas NJ
7	Essence Partners, Inc.	New York, NY
8	Factory 360, Inc.	Hollywood FL
9	FirstInLine Media LLC	Brooklyn, NY
10	Fuseideas, LLC	Winchester MA
11	Guidehouse, Inc.	Chicago, IL
12	ICF Resources, LLC	Fairfax, VA
13	Jodi Ackerman Frank	Argyle, NY
14	Kivvit, LLC	Chicago, IL
15	Lowe and Partners Worldwide, Inc. dba Campbell Ewald New York	Omaha, NE
16	Marketsmith, Inc.	Cedar Knolls, NJ
17	McKinsey and Company, Inc. Washington D.C.	Washington, D.C.
18	MWW Group, LLC	East Rutherford, NJ
19	Nexant, Inc.	San Francisco Ca

20	PA Consulting Group, Inc.	Boston, MA
21	Sapient Corporation d/b/a Publicis Sapient	Boston, MA
22	Sinclair Prints & Poseys, Inc.	Flushing, NY
23	Stragility, LLC	Slingerlands, NY
24	Strategy Muse, Inc.	Los Angeles, CA
25	Submersive Media, LLC*	New York, NY
26	The Cadmus Group LLC	Waltham, MA
27	The Visual Brand LLC	Westport, CT
28	West Monroe Partners, LLC	Chicago, IL

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE BOARD of TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Amendment and Restatement of Commercial Paper Authorization**

SUMMARY

The Trustees will be requested at their March 30, 2021 meeting to adopt a resolution amending and restating the Authority's existing commercial paper notes authorization to (a) consolidate the various changes to the maximum principal amount and permitted uses of proceeds which have been previously approved over the years in the form of individual Board of Trustee resolutions and supplemental resolutions, (b) move determinations of the number of series and subseries and the size of each such series or subseries from the Board of Trustees level to the Authority's officers, subject to existing limitations approved by the Board of Trustees, (c) move determinations of the allocation of taxable and tax-exempt commercial paper notes from the Board of Trustees level to the Authority's officers, (d) modernize the Authority's tax covenants and (e) modernize various references to exist resolutions and prior bond series (Exhibit A).

The Finance and Risk Committee, at its March 18, 2021 meeting, determined to reduce the aggregate amount of authorized commercial paper notes to $950,000,000 to match the aggregate amount of authorized credit facilities and recommended to the Trustees the approval of the aforementioned.

BACKGROUND

The Authority is authorized to issue bonds for the purpose of financing any authorized project and to issue notes in the same manner as bonds. See, e.g., Public Authorities Law § 1010 and § 1009-a. The Authority's commercial paper notes authorization was first adopted in 1994, amended and restated in 1997, supplemented in 1998, further supplemented twice in 1999, further supplemented in 2002, further supplemented in 2006 and most recently supplemented in 2020. Each such amendment or supplement revised, or provided additional authorization to the Authority to administer, various components of its commercial paper program. The purpose of today's request is to consolidate all existing authority into a single authorization, along with the other purposes identified above.

DISCUSSION

With this authorization, the Trustees will have authorized the amendment and restatement of the Authority's Commercial Paper Resolution. This amendment and restatement will provide the Authority's officers with the necessary tools to support the commercial paper program for both tax-exempt and taxable issuances in accordance with our current requirements.

FISCAL INFORMATION

Total authorized Commercial Paper outstanding at any time may not exceed $1,420,000,000. If adopted, the Second Amended and Restated Commercial Paper Resolution would decrease such amount to $950,000,000. At present the Commercial Paper Notes are supported by a 2019 Revolving Credit Facility for an amount of up to $700,000,000 and a 2020 Revolving Credit facility for an amount of up to $250,000,000. As at Feb 24, 2021, outstandings under the Commercial Paper program totaled $482,175,000 consisting of $5,000,000 of EMCP, $65,604,000 of taxable issuances supporting the defeasance of our 2011A Revenue Bonds, $9,399,000 of taxable Commercial Paper supporting Energy Efficiency loans and the remaining $402,172,000 supporting Tax-Exempt Energy Efficiency loans.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Finance and Risk Committee recommend that the Trustees adopt the Second Amended and Restated Resolution Authorizing Commercial Paper Notes.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, that the Trustees adopt the Second Amended and Restated Resolution Authorizing Commercial Paper Notes (the "Second Amended CP Resolution") attached hereto 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 deliver the Second Amended CP Resolution to the Issuing and Paying Agent (as defined in the Second Amended CP 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 by the Authority and to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, and amendments thereto, 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.

POWER AUTHORITY OF THE

STATE OF NEW YORK

SECOND AMENDED AND RESTATED RESOLUTION AUTHORIZING COMMERCIAL PAPER NOTES

Adopted March __, 2021

AMENDING AND RESTATING A RESOLUTION OF
THE AUTHORITY AUTHORIZING COMMERCIAL
PAPER NOTES ADOPTED JUNE 28, 1994,
AS AMENDED AND RESTATED ON NOVEMBER 25, 1997

POWER AUTHORITY OF THE
STATE OF NEW YORK

SECOND AMENDED AND RESTATED RESOLUTION AUTHORIZING
COMMERCIAL PAPER NOTES

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SECOND AMENDED AND RESTATED RESOLUTION AUTHORIZING COMMERCIAL PAPER NOTES

WHEREAS, on June 28, 1994 the. Authority adopted a Resolution Authorizing Commercial Paper Notes (the "Initial Resolution") pursuant to the terms of which the Authority authorized the issuance of Commercial Paper Notes the principal amount of which outstanding at any time shall not exceed $300,000,000, approximately $188,000,000 principal amount of which are currently outstanding;

WHEREAS, on November 25, 1997, the Authority adopted an Amended and Restated Resolution Authorizing Commercial Paper Notes and adopted supplemental resolutions to such resolution on February 24, 1998, January 26, 1999, December 14, 1999, February 26, 2002, and November 28, 2006 (as so amended, the "Amended and Restated Resolution") pursuant to the terms of which the Authority authorized the issuance of Commercial Paper Notes in multiple series, the principal amount of which outstanding at any time shall not exceed $1,420,000,000; and

WHEREAS, pursuant to Section 602 of the Amended and Restated Resolution the Authority may modify or amend the Initial Resolution at any time without notice to or the consent of any Holder in order (i) to increase the aggregate principal amount of Commercial Paper Notes that may be outstanding or (ii) to make such provisions as shall not materially and adversely affect the interests of the holders of outstanding Commercial Paper Notes; and

WHEREAS, the Authority has determined to modify and amend the Amended and Restated Resolution in the manner herein provided; and

WHEREAS, the Authority has determined that such modifications and amendments will not materially and adversely affect the interests of holders of outstanding Commercial Paper Notes; and

BE IT RESOLVED by the Power Authority of the State of New York, that, subject to the provisions of Section 607 hereof, the Initial Resolution is hereby amended and restated to read in its entirety as follows:

ARTICLE I

DEFINITIONS

SECTION 101. Definitions. (a) Except as provided in paragraph (b) of this Section 101, all terms which are defined in Section 101 of the General Resolution Authorizing Revenue Obligations, adopted February 24, 1998, as heretofore and hereafter amended and supplemented in accordance with the terms thereof (the "General Resolution"), shall have the same meanings, respectively, in this Resolution as such terms are given in said Section 101 of the General Resolution.

(b) In this Second Amended and Restated Resolution (hereinafter referred to as the "Resolution" or "this Resolution"), unless a different meaning clearly appears from the context:

(1) The terms "herein", "hereunder", "hereby", "hereto", "hereof", "hereinafter", and any similar terms, refer to this Resolution, and the term "hereafter" means after the date of adoption of this Resolution;

(2) Words importing the singular number include the plural number and vice versa and words importing persons include firms, associations and corporations. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders;

(3) Any headings preceding the texts of the several Articles and Sections of this Resolution, and any table of contents shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(4) "Amended and Restated Resolution" means the Amended and Restated Resolution Authorizing Commercial Paper Notes in an amount not to exceed $1,420,000,000 adopted on November 25, 1997 by the Authority and amended on February 24, 1998, January 26, 1999, December 14, 1999, February 26, 2002, and November 28, 2006;

(5) "Authorized Officer" means the Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, or Deputy Treasurer of the Authority, or such other officer of the Authority as may be designated by the Authority;

(6) "Business Day" means a day other than a Saturday, Sunday or banking holiday in the State of New York;

(7) "Certificate of Determination" means certificate of an Authorized Officer of the Authority fixing terms, conditions and other details of the Commercial Paper Notes (or any Series thereof) in accordance with Article III hereof;

(8) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto;

(9) "Commercial Paper Notes" means the notes issued from time to time under the Amended and Restated Resolution and this Resolution;

(10) "Credit Agreements" means (i) the 2019 Revolving Credit Agreement among the Authority, JP Morgan Chase Bank, National Association, as Administrative Agent, and the other banks named therein, and the 2020 Revolving Credit Agreement between the Authority and JP Morgan Chase Bank, National Association, or any comparable agreement or agreements with any other bank or banks, as the same may be amended or supplemented from time to time or (ii) any additional or replacement revolving or other credit agreement between the Authority and the bank or banks named therein authorized by an Authorized Officer as the same may be amended or supplemented from time to time;

(11) "Dealer" means any of the dealers appointed pursuant to the Section 310 hereof or any additional dealer or any successor entity or entities thereto which may be appointed as a Dealer hereunder by the Authority (all such dealers collectively, the "Dealers");

(12) "Dealer Agreements" means the dealer agreements authorized hereunder or any comparable agreement or agreements with any other Dealer or Dealers authorized by an Authorized Officer (collectively, the "Dealer Agreements"), as the same may be amended or supplemented from time to time;

(13) "Holder" or any similar term, when used with reference to a Commercial Paper Note, means the party or person who shall be the bearer or registered owner, as appropriate, of the Commercial Paper Note provided, however, that "Holder" when used with reference to Commercial Paper Notes issued through a Securities Depository and evidenced by a Master Note, shall mean the registered owner of such Master Note as shown on the books of the Issuing and Paying Agent;

(14) "Issuing and Paying Agency Agreement" means the Issuing and Praying Agency Agreement authorized hereunder between the Authority and the Issuing and Paying Agent, as the same may be amended and supplemented from time to time, or any comparable agreement or agreements with any other Issuing and Paying Agent, as the same may be amended or supplemented from time to time;

(15) "Issuing and Paying Agent" means an agent appointed by the Authority pursuant to Section 307 hereof, or any successor entity which may be appointed by an Authorized Officer as an Issuing and Paying Agent hereunder;

(16) "Master Note" means any Commercial Paper Master Note Depository Trust Company Form, or comparable form, by and between the Authority and the Issuing and Paying Agent evidencing the issuance of Commercial Paper Notes by the Authority from time to time;

(17) "Offering Memorandum" or "Offering Memoranda" means the offering memorandum or offering memoranda prepared in connection with the issuance of any Commercial Paper Notes by the Authority and any supplements or additions to such documents or documents as may be necessary from time to time in connection with the issuance and sale of Commercial Paper Notes;

(18) "Resolution" means this Second Amended and Restated Resolution Authorizing Commercial Paper Notes of the Authority adopted March __, 2021;

(19) "Revenue Bonds" means any of the Revenue Bonds of the Authority issued under the General Resolution;

(20) "Securities Depository" means The Depository Trust Company, or any other Holder of a Commercial Paper Note acting as a central securities depository for the Commercial Paper Notes or a portion of the Commercial Paper Notes, as authorized pursuant to Section 311 of this Resolution, and its successors and assigns, or if any

Securities Depository resigns from its function as depository of the Commercial Paper Notes, any other securities depository which agrees to follow the procedures required to be followed by the Securities Depository in connection with such Commercial Paper Notes or such portion of the Commercial Paper Notes, and which is selected by the Authority;

(21) "State" means the State of New York.

ARTICLE II

OBLIGATION OF RESOLUTION AND COMMERCIAL PAPER NOTES

SECTION 201. Authority for the Resolution. This Resolution is adopted in accordance with and pursuant to the Act.

SECTION 202. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Commercial Paper Notes authorized to be issued hereunder by those who shall be a Holder of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Authority and each of the Holders from time to time of the Commercial Paper Notes, and such provisions are covenants and agreements with such Holders which the Authority hereby determines to be necessary and desirable for the security and payment thereof. The covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Commercial Paper Notes, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Commercial Paper Notes over any other except as expressly provided in or permitted by this Resolution.

SECTION 203. Obligation of Commercial Paper Notes. The Commercial Paper Notes shall be Subordinated Indebtedness within the meaning of the General Resolution and shall be payable from the Trust Estate, provided that such payments shall be subject and subordinate to the payments to be made with respect to the Obligations and Parity Debt, as provided for in Sections 503 and 604 of the General Resolution. The Trust Estate is hereby pledged for the payment of the Commercial Paper Notes, provided that such pledge shall be junior and inferior to the pledge of the Trust Estate created in the General Resolution for the payment of the Obligations and Parity Debt.

ARTICLE III

AUTHORIZATION, TERMS AND ISSUANCE OF
COMMERCIAL PAPER NOTES

SECTION 301. Authorization of Issue of Commercial Paper Notes. Commercial Paper Notes in the principal amount set forth below are hereby authorized to be issued for the purposes set forth in Section 401 hereof. In order to distinguish between Commercial Paper Notes the proceeds of which will be used for various purposes authorized herein, the Authority is hereby authorized to create additional series or subseries or designate and redesignate the Commercial Paper Notes in such a manner as may be determined by an Authorized Officer. The aggregate principal amount of the Commercial Paper Notes shall be determined by an Authorized Officer, subject to the terms of Section 206 hereof. Subject to Section 602, the principal amount of all Commercial Paper Notes outstanding at any time shall not exceed $950~~1,420~~,000,000. For purposes of the foregoing sentence, no Commercial Paper Note shall be deemed to be outstanding on its date of maturity to the extent that one or more Commercial Paper Notes, the proceeds of which are to be used to pay such Commercial Paper Note, have been sold on such day. In addition, no Commercial Paper Note shall be deemed outstanding hereunder if, on the final maturity date of such Commercial Paper Note sufficient funds for the payment of such Commercial Paper Note are held by the Issuing and Paying Agent for the Holders of such Commercial Paper Note. The Commercial Paper Notes shall otherwise be subject to the terms, conditions and limitations provided or referred to herein, in the Issuing and Paying Agency Agreement and in the Act.

SECTION 302. General Terms of the Commercial Paper Notes. (a) Subject to the conditions and limitations contained herein, the Commercial Paper Notes (i) shall be issued in the denomination of $100,000 or any integral multiple of $1,000 in excess thereof as determined by an Authorized Officer, (ii) shall be dated the date of their delivery from time to time hereunder, (iii) shall mature on such dates as shall be determined by an Authorized Officer; provided that the term of any Commercial Paper Note (1) shall not exceed 270 days from the date of its issue, and (2) shall not extend beyond a date which is two business days prior to the termination date of the Credit Agreement relating to such Commercial Paper Notes in effect at the time that such Commercial Paper Note is issued, (iv) shall be numbered consecutively from 1 upwards in order of their issuance, prefixed by the applicable designation to identify the appropriate series (eg, CP1-1, CP2-1, CP3-1 or CP4-1) and may bear such other or alternative identification as an Authorized Officer may deem appropriate, (v) may be issued in bearer or registered form. The Commercial Paper Notes issued in registered form may be issued through the book-entry system of a Securities Depository upon the determination of an Authorized Officer. The Commercial. Paper Notes shall be payable at the office of the Issuing and Paying Agent in New York, New York, in any coin or currency of the United States of America which shall then be legal tender for the payment of public and private debts. The Commercial Paper Notes shall not be subject to redemption prior to maturity.

(b) The Commercial Paper may be issued on a discount basis or on an interest-bearing basis, as directed by an Authorized Officer. In no event shall the interest rate borne by any Commercial Paper Note (or the effective interest rate in the case of discounted Commercial Paper Notes) exceed twelve percent (12%) per annum unless such higher rate is

approved by the Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, or Deputy Treasurer of the Authority upon recommendation of the appropriate Dealer, after certification by such Dealer that a substantial likelihood exists that such Commercial Paper Note could not be marketed at the maximum rate in light of then-existing market conditions, provided, however, that any Commercial Paper Note bearing such higher rate shall not have a maturity date which extends more than 30 days beyond the issue date.

(c) Interest on Commercial Paper Notes shall be calculated on the basis of a 365/366 day year for the actual number of days elapsed to the dates on which Commercial Paper Notes mature or shall be calculated on the basis of a 360 day year of either twelve 30 day months or for the actual number of days elapsed to the dates on which Commercial Paper Notes mature all as shall be specified in the applicable Certificate of Determination.

SECTION 303. Form of Commercial Paper Notes. Each series of Commercial Paper Notes shall be evidenced by a separate Master Note entered into between the Authority and the Issuing and. Paying Agent. The Master Notes evidencing the issuance of each series of Commercial Paper Notes by the Authority shall be in substantially the form attached hereto as **Exhibit A**. Commercial Paper Notes issued directly by the Authority shall be in substantially the form attached hereto as **Exhibit B**.

SECTION 304. No Recourse on Commercial Paper Notes. No recourse shall be had for the payment of the Commercial Paper Notes or for any claim based thereon or on this Resolution against any Trustee, officer or employee of the Authority or any person executing the Commercial Paper Notes and neither the Trustees of the Authority nor any other person executing the Commercial Paper Notes shall be subject to any personal liability or accountability by reason of the issuance thereof. The Commercial Paper Notes are not and shall not be in any way a debt or liability of the State, and the State shall not be liable on the Commercial Paper Notes, and the Commercial Paper Notes are not and shall not be payable out of any funds other than those of the Authority.

SECTION 305. Execution and Validation of Commercial Paper Notes. (a) Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, or Deputy Treasurer of the Authority are, and each hereby is, authorized and directed to execute by his or her manual or facsimile signature the Commercial. Paper Notes in the name of the Authority and the corporate seal (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon, if necessary. In case any such Authorized Officer who shall have signed the Master Note issued through a Securities Depository or any Commercial Paper Notes not issued through a Securities Depository, shall cease to be such Authorized Officer before the Master Note shall have been executed by the Issuing and Paying Agent or the Commercial Paper Notes shall have been authenticated by the Issuing and Paying Agent, the Commercial Paper Notes may nevertheless be issued as though the person who signed such notes had not ceased to be such Authorized Officer.

(b) In the event the Commercial Paper Notes are issued through a Securities Depository, the Issuing and Paying Agent is hereby authorized (1) to execute by manual signature the Master Note and deliver the same to a Securities Depository upon the order of an

Authorized Officer and (2) to proceed with the issuance of additional obligations under the Master Note in such amounts, at such times and pursuant to such terms as the Treasurer of the Authority, Deputy Treasurer of the Authority or any other Authorized Officer shall specify in accordance with the terms of the Issuing and Paying Agency Agreement and applicable Dealer Agreement. Such directions may be given orally in accordance with the terms of the Issuing and Paying Agency Agreement (unless advice shall be given by electronic data processing ("EDP") message or telecopy, in which event such EDP message or telecopy shall be considered written instructions).

(c) In the event the Commercial Paper Notes are not issued through a Securities Depository, the Issuing and Paying Agent is hereby authorized to authenticate by manual or facsimile signature the Commercial Paper Notes and deliver the same to the purchasers upon the order of an Authorized Officer, in such amounts, at such times, and in either bearer or registered form, in each case as the Issuing and Paying Agent shall be directed by the Treasurer of the Authority, Deputy Treasurer of the Authority or any other Authorized Officer in accordance with the terms of the Issuing and Paying Agency Agreement and the applicable Dealer Agreement. Such directions may be given orally in accordance with the terms of the Issuing and Paying Agency Agreement (unless advice shall be given by EDP message or telecopy, in which event such EDP message or telecopy shall be considered written instructions).

SECTION 306. Issue and Sale of Commercial Paper Notes. (a) The Commercial Paper Notes shall be issued by the Issuing and Paying Agent in accordance with Issuance Requests to be given pursuant to subsection (c) of this Section.

(b) The issuance of the Commercial Paper Notes is subject to the following conditions and limitations:

(1) The principal amount of Commercial Paper Notes outstanding at any time shall not exceed the amount specified in Section 301 hereof, as the same may be amended pursuant to Section 602 hereof.

(2) Subject to the conditions of Section 302(a), each Commercial Paper Note shall mature no later than 270 days from its date of issuance.

(3) Each Commercial Paper Note shall be sold at such purchase price as shall be determined by an Authorized Representative.

(4) The maturity date for Commercial Paper Notes shall be a date no later a date which is two business days prior to the termination date of the Credit Agreement relating to such Commercial Paper Notes in effect at the time that such Commercial Paper Note is issued.

(5) Each Commercial Paper Note may be issued as either federally taxable or federally tax-exempt obligations as shall be set forth in the applicable Certificate of Determination, and Section 502 hereof shall not apply to any Commercial Paper Note bearing interest subject to federal income taxation.

(6) Such additional conditions and limitations, if any, as are set forth in a Certificate of Determination.

(c) Prior to the issuance by the Issuing and Paying Agent of any Commercial Paper Note, an Authorized Representative shall instruct the Issuing and Paying Agent or, in the case of book-entry Commercial Paper Notes, instruct the Issuing and Paying Agent to deliver appropriate issuance instructions to the Securities Depository, or in each case shall acknowledge or confirm the same (whether an instruction, acknowledgment or confirmation, herein referred to as an "Issuance Request"). Each Issuance Request shall contain information with respect to, and approve on behalf of the Authority:

(1) the aggregate principal amount of Commercial Paper Notes then to be issued for each series,

(2) the rate or rates of interest, if any, on such Commercial Paper Notes,

(3) the issue date or dates and maturity date or dates of such Commercial Paper Notes,

(4) in the case of book-entry Commercial Paper Notes, each Securities Depository direct participant to which such book-entry Commercial Paper Note is to be credited on the books of the Securities Depository, and the principal amount (which shall be in authorized denomination) of Commercial Paper Notes to be credited to each such participant, unless such information is furnished to the Issuing and Paying Agent by the appropriate Dealer, and

(5) such other matters, if any, as are required by a Certificate of Determination.

Instructions and confirmations shall be given and/or confirmed by an Authorized Representative as provided in the Issuing and Paying Agency Agreement. Such directions may be given only by written instruction to the Issuing and Paying Agent, either in hard copy or via Electronic Means, in accordance with the terms of the Issuing and Paying Agency Agreement.

SECTION 307. Issuing and Paying Agent. (a) The Bank of New York Mellon ("The Bank of New York Mellon") has heretofore been appointed as an Issuing and Paying Agent, pursuant to an Issuing and Paying Agency Agreement.

(b) The Issuing and Paying Agent may resign or be discharged of the duties and obligations created by this Resolution in accordance with the Issuing and Paying Agency Agreement; provided, however, that any such removal or resignation shall not be effective prior to the earlier of (i) the appointment of a successor Issuing and Paying Agent and the delivery of the Credit Agreement to such successor Issuing and Paying Agent or (ii) the maturity of all Outstanding Commercial Paper Notes. Any Authorized Officer is hereby authorized to appoint any successor Issuing and Paying Agent and enter into an Issuing and Paying Agency Agreement with the Bank of New York Mellon and any successor Issuing and Paying Agent in such form as such Authorized Officer shall approve with such execution and delivery to be conclusive evidence of such approval. Any Issuing and Paying Agent appointed under the provisions of this

Section shall be a bank or trust company that is qualified to act as Trustee pursuant to Section 710 of the General Resolution

SECTION 308. Transfer of Commercial Paper Notes.

(1) Bearer Notes. In the case of bearer Commercial Paper Notes, the Authority and the Issuing and Paying Agent may treat the Holder of any Commercial Paper Note as the absolute owner of such Commercial Paper Note for the purpose of receiving payment thereof and for all' other purposes, and neither the Authority nor the Issuing and Paying Agent shall be affected by any notice or knowledge to the contrary.

(2) Registered Notes. (i) In the case of registered Commercial Paper Notes, each Commercial Paper Note shall be transferable only upon the books of the Issuing and Paying Agent, which shall be kept for that purpose at the office of the Issuing and Payment Agent designated in the Issuing and Paying Agency Agreement, by the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Issuing and Payment Agent duly executed by the registered owner or his or her duly authorized attorney. Upon the transfer of any such Commercial Paper Note, the Issuing and Paying Agent shall issue in the name of the transferee a new Commercial Paper Note of the same aggregate principal amount and maturity as the surrendered Commercial Paper Note.

(ii) The Authority and the Issuing and Paying Agent may deem and treat the person in whose name any. Commercial Paper Note shall be registered upon the books of the Issuing. and Paying Agent as the absolute owner of such Commercial Paper Note, whether such Commercial Paper Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Commercial Paper Note and for all other purposes, and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Commercial Paper Note to the extent of the sum or sums so paid, ,and neither the Authority nor the Issuing and Paying Agent shall be affected by any notice to the contrary.

(3) Master Note. (i) The ownership and transfer of any Master Note shall be registered on books of the Issuing and Paying Agent, which shall be kept for that purpose at the office of the Issuing and Paying Agent. Any Master Note shall be transferable by the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Issuing and Paying Agent duly executed by the registered owner or his or her duly authorized attorney. Upon the registration of transfer of a Master Note, the Issuing and Paying Agent shall issue in the name of the transferee a new Master Note, evidencing the Authority's obligations with respect to the same book-entry Commercial Paper Notes as the instrument surrendered.

(ii) The Securities Depository and/or its nominee shall be deemed to be . and be treated by the Authority and the Issuing and Paying Agent as the sole and exclusive

Holder of each Master Note and of all book-entry Commercial Paper Notes evidenced thereby, and the beneficial owners of book-entry Commercial Paper Notes shall not be deemed to be or treated as the Holders thereof, for the purposes of payment of the principal of or interest of, such book-entry Commercial Paper Notes, payments under such Master Note, giving any notice permitted or required to be given to Holders under this Resolution, registering the transfer of such Master Note, obtaining any consent or other action to be taken by Holders, and for any and all other purposes whatsoever, and neither the Authority nor the Issuing and Paying Agent shall be affected by any notice to the contrary. The Issuing and Paying Agent shall pay all principal of and interest on book-entry Commercial Paper Notes only to or upon the order of the Securities Depository and/or its nominee, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal of and interest on such book-entry Commercial Paper Notes to the extent of the sum or sums so paid.

SECTION 309. Authorization of Sale and Distribution of Offering Memorandum. The Commercial Paper Notes shall be sold to the purchasers thereof in accordance with the terms and conditions of this Resolution, the Issuing and Paying Agency Agreement and the applicable Dealer Agreement, and the. Issuing and Paying Agent is hereby directed and authorized to deliver the Commercial Paper Notes to a Securities Depository or the purchasers thereof upon the direction of an Authorized Officer, in accordance with the terms of this Resolution, the applicable Dealer Agreement and the Issuing and Paying Agency Agreement. Any Authorized Officer is hereby authorized to issue an Offering Memorandum or other offering statement, in conjunction with any Dealer, containing such information concerning the Commercial Paper Notes or any series thereof, the Authority and its financial condition and such other information as such Authorized Officer shall approve and to revise and update the same. The Authority hereby approves the use of any such Offering Memorandum in connection with the sale of the Commercial Paper Notes. The Authority hereby approves the use of the Offering Memorandum in the form presented at this -meeting, with such changes, insertions, deletions, amendments, and supplements as such Authorized Officer shall approve.

SECTION 310. Appointment of Dealers. The appointment of JPMorgan Securities Inc., Goldman Sachs & Co. LLC, and Barclays Capital Inc. as Dealers for the Commercial Paper Notes is hereby ratified and confirmed. Any Authorized Representative is hereby authorized to execute and deliver one or more Dealer Agreements in such form as such Authorized Representative shall approve, such execution and delivery to be conclusive evidence of such approval. Any Authorized Representative is hereby authorized to appoint new or replacement Dealers, each pursuant to Dealer Agreements.

SECTION 311. Book-Entry-Only System of Commercial Paper Note Registration.

(1) Notwithstanding any other provision of this Resolution, the Authority may employ a book-entry-only system of note registration with respect to all or any of the registered Commercial Paper Notes, all as more fully set forth in subsections 2 and 3 of this Section. Any provisions of the Resolution inconsistent with book-entry-only

Commercial Paper Notes shall not be applicable to such book-entry-only Commercial Paper Notes.

(2) Except as an Authorized Officer may specify by delivery of a certificate, a book-entry-only system of Commercial Paper Note registration shall be employed by the Authority. Depository Trust Company shall act as the initial Securities Depository for the Commercial Paper Notes. Each Authorized Officer is hereby authorized to execute and deliver on behalf of the Authority a Master Note, letter of representation or other agreements, documents or instruments in connection with the implementation or operation of such a book-entry-only system and (ii) may prescribe changes to the form of Commercial Paper Note required by **Exhibit B** to the extent necessary or convenient to make such Commercial Paper Note or Notes eligible for deposit under such a book-entry-only system. The provisions of any letter of representation or other agreement with a Securities Depository shall be deemed to be incorporated in this Resolution and, in accordance with subsection 1 of this Section 311, any provision of this Resolution inconsistent with such letter or agreement shall be deemed amended with respect to Commercial Paper Notes thereafter issued in book-entry-only form.

(3) With respect to all book-entry Commercial Paper Notes, neither the Authority nor the Issuing and Paying Agent shall have any responsibility or obligation to any Securities Depository participant or indirect participant, or any nominee of any thereof, any person claiming a beneficial ownership interest in book-entry Commercial Paper Notes under or through the. Securities Depository or any Securities Depository participant or indirect participant, or any other person which is not shown on the books of the Issuing and Paying Agent as being the Holder of a Master Note, with respect to: (1) sending transaction statements; (2) maintaining, supervising or reviewing, or the accuracy of, any records maintained by the Securities Depository or any Securities Depository participant or other nominees of such beneficial owners; (3) payment or the timeliness of payment by the Securities Depository to any Securities Depository participant, or by .any Securities Depository participant or other nominees of beneficial owners to any beneficial owners, of any amount in respect of the principal of or interest on book-entry Commercial Paper Notes; (4) delivery or timely delivery by the Securities Depository to any Securities Depository participant, or by any Securities Depository participant or other nominees of beneficial owners to any beneficial owners, of any notice which is permitted or required to be given to Holders under this Resolution; or (5) any action taken by the Securities Depository or its nominee as Holder of book-entry Commercial Paper Notes.

The Authority and the Issuing and Paying Agent may treat as, and deem the nominee or Securities Depository to be, the absolute owner of each Commercial Paper Note issued as a book-entry-only Commercial Paper Note for the purpose of payment of the principal of and interest on such Commercial Paper Note, for other matters with respect to such Commercial Paper Note, for the purpose of registering transfers with respect to such Commercial Paper Note, and for all other purposes whatsoever.

(4) The Securities Depository may determine not to continue to act as securities depository for the Commercial Paper Notes, and the Authority may determine to

discontinue the book-entry-only issuance of the Commercial Paper Notes through the Securities Depository and in such case shall deliver a certificate to the Issuing and Paying Agent and the affected Dealer to that effect. In either case, if the Authority determines to replace the Securities Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of one or more new, separate, fully registered Master Notes, registered in the name of such successor or substitute qualified securities depository or its nominee, or make such other arrangements acceptable to the Authority, the Issuing and Paying Agent and the replacement Securities Depository as are not inconsistent with the terms of this Resolution. If the Authority fails to identify another securities depository to replace the Securities Depository, the Authority may amend this Resolution pursuant to Section 602 and shall deliver to the Issuing and Paying Agent for safekeeping, completion, authentication and delivery in accordance with the provisions of this Resolution, as so amended, and of the Issuing and Paying Agency Agreement, Commercial Paper Notes executed on behalf of the Authority, with the date of issuance, principal amount, maturity date, owner and rate of interest left blank. Each such Commercial Paper Note instrument shall be held in safekeeping by the Issuing and Paying Agent until authenticated and issued in accordance with the provisions of this Resolution and of the Issuing and Paying Agency Agreement.

SECTION 312. Commercial Paper Notes Mutilated. Lost Destroyed or Stolen. If any Commercial Paper Note shall become mutilated, the Authority, at the expense of the Holder of said Commercial Paper Note, shall execute and deliver a new Commercial Paper Note of like tenor, series and number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Authority of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft shall be submitted to the Authority and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Authority, at the expense of the owner, shall execute and the Issuing and Paying Agent shall countersign and deliver a new Commercial Paper Note of like tenor, series and number in lieu of and in substitution for the Commercial Paper Note so lost, destroyed or stolen. Neither the Authority nor the Issuing and Paying Agent shall be required to treat both the original Commercial Paper Note and any duplicate Commercial Paper Note as being outstanding for the purpose of determining the amount of Commercial Paper Notes which may be issued hereunder, but both the original and the duplicate Commercial Paper Note shall be treated as one and the same.

SECTION 313. Credit Agreements. (a) All Commercial Paper Notes shall be supported by a Credit Agreement.

(b) To the extent that a Credit Agreement is in full force and effect and such Credit Agreement so provides, the obligations of the Authority to make payments thereunder shall constitute a Subordinated Contract Obligation within the meaning of the General Resolution, shall be deemed to be part of the Series to which the Credit Agreement which gave rise to such Subordinated Contract Obligation relates.

ARTICLE IV

APPLICATION OF COMMERCIAL PAPER NOTE PROCEEDS

SECTION 401. Application of Proceeds. Except as may be specified in the applicable Certificate of Determination, the Commercial Paper Notes may be issued for the payment of any capital expenditures, operating expenses or any other lawful corporate purpose of the Authority. The proceeds of the sale of Commercial Paper Notes shall be deposited and applied in accordance with a Certificate of Determination and Section 402 hereof.

SECTION 402. Application of Note Proceeds; Note Proceeds Accounts. The Issuing and Paying Agent under this Resolution is hereby directed to establish an account of the Authority to be designated the "Series Note Proceeds Account" relating to each series of Commercial Paper Notes authorized and issued by the Authority. The proceeds of the sale of each series of Commercial Paper Notes shall be deposited in the Note Proceeds Account relating to such series. At the direction of an Authorized Officer, moneys in each Note Proceeds Account shall be applied to one or more of the purposes set forth in Section 401 relating to the series for which such account was established. Monies in such Note Proceeds Accounts may also be used for any other purposes subsequently authorized by the Authority's Trustees. The Issuing and Paying Agent is hereby authorized to create such funds, accounts and sub-accounts in accordance with this Resolution as necessary for the administration of the Authority's commercial paper program.

SECTION 403. Non-Presented Commercial Paper Notes. Any monies held by the Issuing and Paying Agent for the Holders of matured Commercial Paper Notes which shall remain unclaimed by such Holders after the date on which such Commercial Paper Notes shall have matured, shall be paid to the Authority upon the request of the Authority to the Issuing and Paying Agent, in accordance with the Issuing and Paying Agency Agreement. Upon such payment to the Authority, the Authority shall hold such monies in trust for the Holders of such matured Commercial Paper Notes, and such. Holders shall look only to the Authority for the payment of such Commercial Paper Notes, provided that such monies may be transferred to a bank or trust company for the purpose and with the effect provided for in Section 601 hereof and may be applied in accordance with applicable provisions of law.

ARTICLE V

COVENANTS

SECTION 501. Covenants. The Authority hereby particularly covenants and agrees with the Holders of the Commercial Paper Notes, and makes provisions which shall be a part of the contract with such Holders, to the effect and with the purpose as follows:

(a) The Authority shall duly and punctually pay or cause to be paid the principal of and interest on Commercial Paper Notes, at the date and place and in the manner mentioned in the Commercial Paper Notes, according to the true intent and meaning thereof.

(b) Upon each date of issuance of the Commercial Paper Notes, all conditions, acts and things required by the Constitution or statutes of the State or this Resolution to exist, to have happened and to have been performed precedent to or in the issuance of such Commercial Paper Notes shall exist, have happened and have been performed and such Commercial Paper Notes, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by said Constitution or statutes.

(c) The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Resolution in accordance with the terms of such provisions.

(d) The Authority shall at all times comply with the terms of, and maintain in full force and effect, any Credit Agreement and shall maintain aggregate unutilized borrowing authority under all such Credit Agreements in an amount at least equal to the principal amount of Commercial Paper Notes outstanding hereunder. Unutilized borrowing authority shall mean borrowing authority which has not been drawn upon or otherwise set aside or committed to be available for other purposes. The Authority shall give notice to Holders of affected Commercial Paper Notes of any substitute Credit Agreement, such notice to be given by a date which is, to the extent practicable, not less than 30 days prior to the substitution.

(e) The Authority shall not enter into a substitute Credit Agreement with a bank or consent to an assignment to a bank under any Credit Agreement or under a substitute Credit Agreement, unless the senior securities of such bank, or securities secured by such bank's letters of credit, are assigned at least an "A" or comparable rating by a nationally recognized rating service which is then rating the Commercial Paper Notes.

(f) The Authority shall give prior written notice to each rating agency then rating the Commercial Paper Notes of any (i) substitute Credit Facility or any consent to any assignment by a bank under any Credit Agreement, (ii) any amendments to this Resolution, any Credit Agreement or the Issuing and Paying Agency Agreement, or (iii) any defeasance of the Commercial Paper Notes. Any such notice shall be accompanied by a request for a confirmation of the rating then in effect.

SECTION 502. Tax Covenants. (a) The Authority shall not take or omit to take any action which would cause interest on any Commercial Paper Note to be included in the gross income of any Holder thereof for federal income tax purposes by reason of subsection (b)

of Section 103 of the Code as in effect of the date of issuance of each note. Without limiting the generality of the foregoing, no part of the proceeds of any Commercial Paper Notes 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 Commercial Paper Note to be an "arbitrage bond" as defined in section 148 of the Code as in effect of the date of issuance of each note 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.

(b) There is hereby delegated to each Authorized Officer of the Authority the power to execute and deliver for and on behalf of the Authority one or more Arbitrage and Use of Proceeds Certificates with respect to the Commercial Paper Notes in furtherance of the covenant in paragraph (a).

(c) The Authority, or the Trustee at the request of an Authorized Officer of the Authority, shall establish in connection with the issuance of the Commercial Paper Notes of any Series such accounts or subaccounts, and pay to the Authority from funds held therein, such amounts for payment to the United States or for deposit to a separate account in anticipation of such possible payment, as may be necessary or desirable for the purpose of permitting compliance with the provisions of Section 148 of the Code.

(d) Notwithstanding any other provision of this Resolution to the contrary, upon the Authority's failure to observe, or refusal to comply with, the covenant in paragraph (a) above, 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.

(e) This Section 502 shall not apply to any Commercial Paper Notes identified in the applicable Certificate of Determination as bearing interest subject to federal income taxation..

ARTICLE VI

MISCELLANEOUS

SECTION 601. Defeasance. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Commercial Paper Notes, all amounts due on the Commercial Paper Notes at the times and in the manner stipulated herein, then the pledge created under this Resolution and all covenants, agreements and other obligations of the Authority hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied, and thereupon all of the moneys and securities of the Authority then subject to such pledge shall be forever free and clear of such pledge and the Commercial Paper Notes shall no longer be deemed to be outstanding hereunder. If (i) moneys or (ii) direct obligations of the United States of America, the principal of and interest on which if paid, when due, will provide moneys sufficient to pay any Commercial Paper Note or Notes, when due, shall have been set aside and shall be held by a bank or trust company in the State of New York having a capital and surplus of not less than $25,000,000, in a separate account irrevocably in trust for and assigned to the Holder or Holders thereof (through deposit by the Authority of funds or obligations for such payment or otherwise), such Commercial Paper Note or Notes shall be deemed to have been paid within the meaning and with the effect expressed in this paragraph. Moneys so set aside and held may be invested in direct obligations of the United States of America, provided, however, that said obligations shall mature not later than the maturity date of the Commercial Paper Note or Notes to be paid therefrom and shall be scheduled to pay the principal of or interest on such obligations at such times and in such amounts as shall permit the payment of such Commercial Paper Note or Notes when due. All earnings from the investment of such moneys other than such amounts as are required to pay such Commercial Paper Note or Notes shall be paid over to the Authority, as received by such bank or trust company, free and clear of any trust, lien or pledge.

SECTION 602. Supplemental Resolutions. The Authority may modify or amend this Resolution at any time by a supplemental resolution, without notice to or the consent of any Holder, (i) to increase the aggregate principal amount of Commercial Paper Notes that may be outstanding hereunder at any time, (ii) in order to provide for and accommodate alternate Credit Agreements for any Series of Commercial Paper Notes, (iii) to make such provisions as shall not materially and adversely affect the interests of the Holders of the Commercial Paper Notes then outstanding or (iv) to take effect after such Holders' Commercial Paper Notes are no longer outstanding. The determination of the Authority as to whether any modification or amendment materially and adversely affects the interests of the Holders shall be binding and conclusive on the Holders.

SECTION 603. Agreement of the State. Pursuant to Section 1011 of the Act, the Authority, as agent for the State, does hereby pledge to and agree with the Holders of the Commercial Paper Notes that the State will not limit or alter the rights vested in the Authority by the Act until the Commercial Paper Notes, together with the interest thereon, have been fully met and discharged or adequate provision shall have been made by law for the protection of the Holders of the Commercial Paper Notes.

SECTION 604. Authorized Officer. The Authorized Officers, the Vice President and Corporate Secretary, the Senior Corporate Associate Secretary, and any Associate

Corporate Secretary of the Authority are each hereby authorized to deliver and execute in the name and on behalf of the Authority any certificate, opinion, record, approval, agreement, amendment to an agreement, or other document required by or authorized pursuant to this Resolution or which they may deem necessary or advisable in order to consummate the issuance, sale or delivery of the Commercial Paper Notes and otherwise to effectuate the purposes of this Resolution.

SECTION 605. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions or portions thereof contained herein shall be held by a court of competent jurisdiction contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Commercial Paper Notes issued hereunder.

SECTION 606. Payment and Performance on Business Days. Whenever under the terms of this Resolution or the Commercial Paper Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Commercial Paper Notes shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Commercial Paper Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the originally scheduled date of performance or payment, and, with respect to any payment, without additional interest accruing after the originally scheduled date of payment.

SECTION 607. Effective Date. Except as provided in the next sentence, this Resolution shall be in full force and effect with respect to all Commercial Paper Notes issued on or after the effective date (the "Effective Date") upon (a) the delivery of a notice to the Issuing and Paying Agent and the Dealers specifying such Effective Date and (b) the consent of the banks party to any Credit Agreements in effect on the date hereof (to the extent provided for in such Credit Agreements). All Commercial Paper Notes outstanding as of the Effective Date of this Resolution shall continue to be subject to the provisions of the Amended and Restated Resolution rather than the provisions of this Resolution.

EXHIBIT A
FORM OF DTC MASTER NOTE

EXHILIT B TO RESOLUTION
(FORM OF COMMERCIAL PAPER NOTE)

POWER AUTHORITY OF THE STATE OF NEW YORK

COMMERCIAL PAPER NOTE, SERIES [__]

No. [CP_]-[insert number]

ISSUE DATE: PRINCIPAL AMOUNT:

FOR VALUE RECEIVED THE AUTHORITY PROMISES TO PAY ON

TO THE ORDER OF

THE SUM OF [PLUS INTEREST OF

PAYABLE AT

Power Authority of the State of New York ("Authority") acknowledges itself indebted to and for the value received, hereby promises to pay on the MATURITY DATE to the order of [Bearer] [for registered notes: or registered assigns], the PRINCIPAL AMOUNT [together with interest thereon in the amount as set forth above][1] at [INSERT ISSUING AND PAYING AGENT.]

This Note is a direct and general obligation of the Authority and is one of a duly authorized issue of commercial paper notes of the Authority, issued 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 ("Act"), and under and pursuant to a resolution of the Authority, adopted on. March __, 2021 entitled "Second Amended and Restated Resolution Authorizing Commercial Paper Notes" ("Resolution") and is entitled to the benefits and subject to the terms and conditions of the Resolution. A copy of the Resolution is on file at the office of the Authority located at 123 Main St, White Plains, NY 10601. The principal amount of Series Notes issued under the Resolution outstanding at any one time may not exceed _____ ; provided, however, that the Resolution may be amended at any time, without notice to or the consent of any Noteholder, to increase the aggregate principal amount of Notes that may be outstanding thereunder.

The Notes are payable out of any moneys of the Authority available therefor and not otherwise pledged, which shall include the proceeds of any obligations of the Authority issued for the repayment of the Notes. This Note does not create a charge or lien or right prior or equal to the charge or lien created by the resolution of the Authority, adopted on February 24,

[1] Applicable to interest bearing Notes only.

1998 entitled "General Resolution Authorizing Revenue Obligations", as supplemented or amended in accordance with the terms thereof, or prior or equal to the rights of holders of obligations issued or to be issued thereunder. The Authority reserves the right to issue additional obligations (i) under the General Resolution, or (ii) for the purpose of refunding obligations issued under the General Resolution, under separate bond resolutions or note resolutions, whether heretofore or hereafter adopted by the Authority. This Note does not create a charge or lien prior or equal to the charge or lien created by any resolution adopted for the purpose of refunding Revenue Bonds or prior or equal to the rights of holders of obligations which may be issued thereunder for the purpose of refunding Revenue Bonds or for any other purpose. The Authority has outstanding and also reserves the right without limitation to issue additional direct and general obligations payable from any moneys of the Authority available therefor and not otherwise pledged, and to establish separate funds and accounts to secure the payment of such obligations. The right to payment of the holders of any such obligations issued by the Authority may not, except as to any separate fund or account established from the proceeds of any such obligations to secure the payment thereof, be prior to the rights of the holder of this Note.

[For registered Notes: This Note is transferable, as provided in the Resolution, only upon the books of the Authority, kept for that purpose at the office of The Bank of New York Mellon, as Issuing and Paying Agent, by the registered owner hereof in person, or by his or her duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to such Issuing and Paying Agent, duly executed by the registered owner or his or her duly authorized attorney, and thereupon a new registered Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution, upon payment of the charges therein prescribed. The Authority and such Issuing, and Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes.]

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 Note that the State of New York will not limit or alter the rights vested in the Authority by the Act, until this Note and each of the other Notes of like tenor issued under the Resolution, together with the interest hereon and thereon, have been fully met and discharged or adequate provision shall have been made by law for the protection of the holders of all such Notes.

Pursuant to the Act, the Authority has no power to pledge the credit of the State of New York, nor shall any of its obligations, including this Note, be deemed to be obligations of the State of New York.

Neither the Trustees of the Authority nor any other officer or employee of the Authority shall be subject to any personal liability or accountability by reason of the issuance hereof.

This Note shall not be entitled to any security, right or benefit pursuant to the Resolution or be valid or obligatory for any purposes unless the Certificate of Authentication hereon has been duly executed by The Bank of New York Mellon, the Issuing and Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of the Notes, together with all other indebtedness of the Authority, is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the POWER AUTHORITY OF THE STATE OF NEW YORK has caused this Note to be executed in its name by the manual or facsimile signature of its Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, or Deputy Treasurer, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, all as of the ISSUE DATE.

POWER AUTHORITY OF. THE
STATE OF NEW YORK

By _____
Authorized Officer

[FACSIMILE SEAL]

NOT VALID UNLESS AUTHENTICATED

Authenticated:

THE BANK OF NEW YORK MELLON

Issuing and Paying Agent

By _____
Authorized Signature

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Northern NY Priority Transmission Project**

SUMMARY

The Trustees are hereby requested to:

1. authorize the Authority to accept, develop and operate the Northern NY Priority Transmission Project ("NNYPTP" or "Project") as a priority transmission project under the Accelerated Renewable Energy Growth and Community Benefit Act (the "Act"); and

2. authorize the selection of Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") as a co-participant in the development of the NNYPTP based on the Solicitation of Interest process the Authority conducted in accordance with the Act, subject to the Authority and National Grid reaching agreement on proposed terms and conditions for co-development of the NNYPTP.

The Finance Committee, at its March 18, 2021 meeting, adopted resolutions recommending that the Trustees take the requested actions.

BACKGROUND

1. Accelerated Renewable Energy Growth and Community Benefit Act

The Accelerated Renewable Energy Growth and Community Benefit Act signed into law by Governor Andrew M. Cuomo on April 3, 2020, calls for the "timely and cost-effective construction of new, expanded and upgraded distribution and transmission infrastructure as may be needed to access and deliver renewable energy resources" to achieve clean energy and environmental targets established in the Climate Leadership and Community Protection Act ("CLCPA").

The New York State Legislature found and determined in the Act that timely development of the bulk transmission investments identified as part of an overall state bulk transmission investment plan is in the public interest of the people of the State of New York. The Legislature also found and determined that the Authority owns and operates backbone electric transmission assets in New York, 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 the CLCPA targets, and thus it is appropriate for the Authority as deemed "feasible and advisable" by its trustees, by itself or in collaboration with other parties as it determines to be appropriate, to develop those bulk transmission investments

found by the New York State Public Service Commission (“PSC”) to be needed expeditiously to achieve CLCPA targets (hereinafter a "Priority Transmission Project" or “PTP”).

The Act authorizes the Authority, through a public process, to solicit interest from potential co-participants in each PTP it seeks to develop and assess whether joint development would provide for significant additional benefits in achieving the CLCPA targets. The Authority may thereafter determine to undertake the development of the PTP on its own or undertake the PTP jointly with one or more other parties on such terms and conditions as the Authority finds to be appropriate and, notwithstanding any other law to the contrary, enter into such agreements and take such other actions the Authority determines to be necessary to undertake and complete timely development of the PTP.

2. Northern NY Priority Transmission Project

On July 2, 2020, the Authority and the Department of Public Service jointly filed with the PSC in Case No. 20-E-0197 a Petition “Requesting Adoption of Criteria for Guiding Evaluation of Whether a Bulk Transmission Investment Should Be Designated as a Priority Transmission Project, and for Designation of Certain Transmission Investments in Northern New York as a Priority Transmission Project” (the “Petition").

In the Petition, the Authority requested the PSC to designate the proposed NNYPTP for designation as a Priority Transmission Project under the Act because, among other things, the Project is necessary to timely facilitate State compliance with the CLCPA targets, will result in significant production cost savings, and relieve existing congestion and curtailment of existing renewable generation in Northern New York while accommodating an additional 1,000 megawatts (“MW”) of firm transfer capability for future renewable generation growth.

The Petition indicated the NNYPTP would upgrade over 200 circuit miles of existing 230 kilovolts (“kV”) transmission infrastructure almost entirely comprising of wooden H-frames which have been in service for more than 50 years, with a combination of higher transfer capacity 230 and 345 kV infrastructure built out of tubular steel poles. More than 10 substations, most of which the Authority owns, would be modified, retired, and/or rebuilt to make system improvements to accept the revised voltage upgrades across the system. Additionally, the NNYPTP builds off the Authority’s Moses-Adirondack Smart Path Reliability Project and the Marcy to New Scotland Project to create a reinforced 345 kV transmission backbone.

The Petition contained an estimated total investment at approximately $905 million in 2019 dollars (this estimate does not include escalation or all anticipated overheads). The Authority’s estimated investment is expected to be approximately 55% of the total project costs. The NNYPTP’s benefits will include approximately 7.5 terawatt-hours of avoided renewable curtailments annually, starting in 2025, and production cost savings of approximately $99 million per year, resulting in a project net present value of approximately $1.05 billion over a twenty-year period. Counting only production cost savings, the NNYPTP is expected to have a positive benefit/cost ratio.

The NNYPTP’s expected environmental and congestion relief benefits are even more substantial than the production cost savings with over 1.16 million tons of CO_2 emissions avoided annually on a statewide basis, and an annual reduction of approximately 160 tons of NOx emissions from downstate emissions sources, providing a significant air quality benefit to New York City-area residents. Finally, the Authority estimates the Project would result in over $447 million in annual congestion savings in northern New York by eliminating the need to dispatch higher cost electrical generation when transmission is constrained.

By an order issued October 15, 2020, the PSC adopted criteria for determining future PTPs and approved the NNYPTP as a Priority Transmission Project under the Act. In the Order, the PSC also determined, among other things, that the State's investments in renewable generation in the northern region of the State are not being fully realized due to transmission limitations, a significant amount of existing renewable generation is subject to curtailment because of such limitations, and that there is a reasonable expectation that additional renewables already planned for the northern region will be benefitted by the Project, adding to the Project's overall benefits and supporting progress towards CLCPA targets.

3. Solicitation of Interest and Evaluation

On October 30, 2020, the Authority issued a public Solicitation of Interest ("SOI") to solicit interest from potential co-participants for possible co-development of the NNYPTP. The SOI invited interested parties, with the ability to bring tangible benefits to the NNYPTP and facilitate its expeditious development and completion, to respond. Tangible benefits could include without limitation:

- Entities who possess ownership or control of real property and/or transmission facilities that can be used to advance the NNYPTP.
- Entities who have a demonstrable track record relating to development, maintenance or operation of major transmission projects.
- Entities who have access to innovative technologies that can support the NNYPTP.

The SOI was conducted as a two-step process in which interested entities were first requested to submit a Notice of Intent to Respond ("NIR") by November 13, 2020, indicating the proposed role and benefits from their co-participation. The Authority received eight NIRs and determined that six were responsive to the SOI. Entities with responsive NIRs were found eligible to submit a full proposal in response to the SOI.

All six entities (deemed "Eligible Parties") submitted proposals on December 21, 2020. These proposals were evaluated to determine the extent to which interested parties could as a co-participant provide significant additional benefits to the development of the NNYPTP. Evaluation guidelines included:

- The proposed role would help the Authority expedite the completion of the Project.
- The proposed role presents tangible financial benefits.
- The proposed role is realistic and based on sound assumptions.
- The proposed role has a reasonable probability of success.
- The perspective co-participant's experience is in line with the scope and role proposed by the perspective co-participant**.**

The Authority's evaluation team consisted of representatives from Commercial Operations, Strategic Supply Management, Legal, Finance and Utility Operations ("Staff"). Based on an evaluation of the respective submissions, Staff determined that National Grid's submission proposed the most beneficial solution to achieve the objectives of the SOI and evaluation guidelines and would best support the expeditious development of the NNYPTP in a manner consistent with the Act. For example:

- National Grid has extensive experience planning, developing, constructing, managing and operating transmission projects similar in type and scale to the NNYPTP. National Grid has over 120 years of operating experience of electric

transmission and distribution facilities in upstate New York. National Grid is well versed in regulatory coordination and permitting processes such as Article VII, having completed 47 projects with Article VII in the last 50 years.

- National Grid owns virtually all rights of way ("ROWs") that are needed for the Project (other than ROWs the Authority controls). Grid's ownership of ROW's is beneficial because this property is readily available, Grid is familiar with this asset, and Grid's ownership stands to avoid (1) delays that would result from the need of other candidates to engage in actions needed to acquire ROW rights, and (2) added costs.
- National Grid owns and operates transmission facilities, including three substations whose upgrades will be incorporated into and support the NNYPTP.
- The foregoing considerations will support expeditious development of the NNYPTP.
- The evaluation team determined that other respondent submittals were not in full alignment with the Authority's intended approach to the Project, including the use of NYPA's internal capabilities in such areas as project development/engineering, permitting/regulatory compliance, and services delivery; and/or proposed undesirable/unnecessary linkages to other transmission initiatives.

FISCAL INFORMATION

The requested authorizations will not have a significant fiscal impact on the Authority. A preliminary funding request was previously authorized for preliminary project development including the SOI, conceptual engineering and assessments, and preparation of Article VII documents.

Assuming the Authority and National Grid reach agreement on terms and conditions for co-development of the NNYPTP, staff will return to the Trustees at a later date to request additional authorizations regarding development of the NNYPTP, including authorization to execute agreements providing for the co-development of the NNYPTP, any other authorizations to necessary to support development of the Project, and for additional spending authority, including a Capital Expenditure Authorization Request.

RECOMMENDATION

The President of NYPA Development and the Finance and Risk Committee recommend that the Trustees:

1. authorize the Authority to accept, develop and operate the NNYPTP as a Priority Transmission Project under the Accelerated Renewable Energy Growth and Community Benefit Act; and

2. authorize the selection of Niagara Mohawk Power Corporation d/b/a National Grid as a co-participant in the development of the NNYPTP based on the Solicitation of Interest process the Authority conducted in accordance with the Act, subject to the Authority and National Grid reaching agreement on a joint development agreement for the NNYPTP.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, that the Board of Trustees authorizes the Power Authority of the State of New York (the "Authority") to accept, develop and operate, the Northern New York Priority Transmission Project ("NNYPTP") as a priority transmission project pursuant to the Accelerated Renewable Energy Growth and Community Benefit Act, for the reasons summarized in the foregoing memorandum of the President and Chief Executive Officer ("Memorandum"); and be it further

RESOLVED, the Board of Trustees approves and authorizes the selection of Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") as a co-participant in the development of the NNYPTP for the reasons summarized in the Memorandum, subject to the Authority and National Grid reaching agreement on terms and conditions for co-development of the NNYPTP; 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 Chief Financial Officer and Executive Vice President and General Counsel.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

March 30, 2021

4g. Audit Committee Report: (Chair Eugene Nicandri)

[Oral Report Only]

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **2020 Financial Reports Pursuant to Section 2800 of the Public Authorities Law and Regulations of the Office of the State Comptroller**

SUMMARY

The Trustees are requested to approve the consolidated Financial Report for the year ended December 31, 2020 (Exhibit "A"), based on the representation of the Authority's President & Chief Executive Officer and the Executive Vice President & Chief Financial Officer and the unqualified opinion issued by the Authority's external auditors KPMG.

The Trustees are also requested to 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 ("PAL"). 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 2020 (Exhibit "B") on the Authority's website.

BACKGROUND

The PAL codifies the State's commitment to maintain public confidence in public authorities by ensuring that the governance principles of accountability, transparency and integrity are followed. To facilitate these objectives, the State established an independent Authorities Budget Office to monitor and evaluate compliance of State authorities with PAL requirements, including Section 2800, that requires annual financial reports submitted by public authorities thereunder be certified by its chief executive officer and chief financial officer and approved by its board.

In furtherance of the PAL requirements, OSC has regulations that address the preparation of annual budgets and related reporting requirements by covered public authorities, which includes the Authority. These regulations establish procedural and substantive requirements for authority budgets and reporting, including a public report of actual versus budgeted results by the chief financial officer not later than 90 days after the close of each fiscal year.

DISCUSSION

The Authority's President & CEO recommends that the Trustees approve the consolidated Financial Report for the year ended December 31, 2020 (Exhibit "A"), based on the representation of the Authority's President & CEO and the Executive Vice President & CFO and the unqualified opinion issued by the Authority's external auditors KPMG.

The Trustees are also requested to approve the required financial report (consolidated) for the year ended December 31, 2020 and authorize the Corporate Secretary to submit this

report in accordance with PAL Section 2800. This report was reviewed by the Audit Committee at its meeting on March 18, 2021. The Trustees are also requested to approve a report of actual versus budgeted (consolidated) results for the year 2020 and authorize posting it on the Authority's website.

FISCAL INFORMATION

There is no anticipated fiscal impact.

RECOMMENDATION

The Chief Financial Officer recommends that based on the representation of the Authority's President & Chief Executive Officer and the Executive Vice President & Chief Financial Officer and the unqualified opinion issued by the Authority's external auditors KPMG, the Trustees approve and authorize submittal of the financial report (consolidated) for the year ended December 31, 2020 and posting of a report of actual versus budgeted financial report (consolidated) results for the year 2020 on the Authority's website (Exhibits "A" and "B") as discussed herein.

The Audit Committee reviewed the financial report financial report (consolidated) for the year ended December 31, 2020 at their meeting on March 18, 2021 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.

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

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, 2020;

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 2020 in accordance with the foregoing memorandum 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 2020 is approved in accordance with the foregoing memorandum 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 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.

Exhibit A

NEW YORK POWER AUTHORITY

Financial Report
December 31, 2020 and 2019

NEW YORK POWER AUTHORITY
Financial Report
December 31, 2020 and 2019

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KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Independent Auditors' Report

Board of Trustees
New York Power Authority

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 year ended December 31, 2020 and 2019, 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 Audit 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 Authority'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 Authority'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 31st,2020 and 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year 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, 2021 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.

New York, New York
March 30, 2021

DRAFT

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, 2020, 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 29, 2021

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 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.

Summary of Consolidated Revenues, Expenses and Changes in Net Position

The following is a summary of the Authority's consolidated financial information for 2020, 2019, and 2018:

	2020	2019	2018	2020 vs. 2019 favorable (unfavorable)	2019 vs. 2018 favorable (unfavorable)
		($ In millions)		(In Percentages)	
Operating revenues	$ 2,265	$ 2,370	$ 2,689	(4)%	(12)%
Operating expenses:					
Purchased power	484	529	710	9	25
Fuel oil & gas	109	140	189	22	26
Wheeling	650	647	654	—	1
Operations and maintenance	683	692	679	1	(2)
Depreciation	258	250	235	(3)	(6)
Total operating expenses	2,184	2,258	2,467	3	8
Operating income	81	112	222	(28)	(50)
Nonoperating revenues	26	46	23	(43)	100
Nonoperating expenses	124	135	143	8	(6)
Net income before contributed capitaal	(17)	23	102	(174)	(77)
Contributed capital	—	3	—		
Net loss and change in net position	(17)	26	102		
Net position – beginning, as restated	4,760	4,734	4,632		
Net position – ending	$ 4,743	$ 4,760	$ 4,734		

The following summarizes the Authority's consolidated financial performance for the years 2020 and 2019:

The Authority had a net loss of $17 million for the year ended December 31, 2020 compared to $23 million net income in 2019, a decrease of $40 million (174%). The 2020 decrease in net income compared to 2019 was primarily due to lower operating income of $31 million (28%), lower nonoperating revenues of $20 million (43%), partially offset by lower operating expenses of $74 million (3%) and non-operating expenses of $11 million (8%). The decrease in operating income resulted from lower market-based energy sales due to lower market prices and the pass through of lower power costs to customers as well as lower customer consumption. The decrease in operating expenses was primarily due to lower purchase power costs and lower fuel prices attributable to lower customer consumption, partially offset by Regional Transmission Expansion Plan ("RTEP") charges allocated to the Hudson Transmission line ("HTP") totaling $33 million, of which $20 million is retroactive to 2018 and 2019 and $13 million for 2020. The operations and maintenance expenses were $9 million (1%) lower compared to 2019 primarily due to lower direct operating costs associated with the decline in operating revenue and cost containment measures initiated by management across broad categories of expenses, partially offset by incremental expenses of $20 million, net related to COVID-19 pandemic.

The change in net position was attributable to the 2020 net loss of $17 million.

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).

Operating Revenues

Operating revenues of $2,265 million in 2020 were $105 million, or 4%, lower than the $2,370 million in 2019, primarily due to lower market-based energy sales resulting from lower market prices and the pass through of lower power costs to customers as well as lower customer consumption attributable to the COVID-19 pandemic environment, partially offset by higher generation at both our hydro and fossil fuel plants resulting in a higher volume sold in the market.

Purchased Power and Fuel

Purchased power costs decreased by $45 million or 9% in 2020 to $484 million from $529 million in 2019, primarily due to lower prices in 2020 compared to 2019 resulting from lower energy and capacity costs, partially offset by RTEP charges allocated to the HTP line totaling $33 million, of which $20 million is retroactive to 2018 and 2019 and $13 million for 2020, (see note 13 "Commitments and Contingencies-(b) Governmental Customers in the New York City Metropolitan Area - HTP Transmission Line" of the notes to the financial statements), as well as lower volume due to lower customer consumption. Fuel costs were $31 million (22%) lower during 2020, primarily due to lower fuel prices ($44 million) and partially offset by higher generation volume ($13 million).

Operations and Maintenance (O&M)

O&M expenses decreased by $9 million or 1% in 2020 compared to 2019 primarily due to $29 million (4%) of lower direct operating costs associated with the decline in operating revenue and cost containment measures initiated by management across broad categories of expenses to offset lower operating margins, partially offset by incremental expenses of $20 million related to the COVID-19 pandemic ranging from critical employee sequestration and sanitization/cleaning supplies to facility protective measures and equipment for a remote workforce.

Nonoperating Revenues

Nonoperating revenues decreased by $20 million, or 43% to $26 million from $46 million in 2019, primarily due to lower investment income and decreased market value on the Authority's investment portfolio.

Nonoperating Expenses

Nonoperating expenses decreased by $11 million, or 8%, primarily attributable to capitalization of interest related to increased construction work in progress and lower debt related costs.

Net (loss) income before non-recurring charges

	2020	2019
	(In millions)	
Net (loss) income	$ (17)	$ 23
Add: RTEP (HTP line related charges) (1)	20	–
Incremental COVID-19 expenses, net (2)	20	–
Net income before non-recurring	$ 23	$ 23

(1) In 2020, HTP RTEP charges totaling $33 million were incurred, of which $20 million is retroactive to 2018 and 2019 and $13 million for 2020.

(2) See note 15 "Impact of COVID-19 Pandemic" of the notes to the financial statements.

EBIDA

Reconciliation of Net (Loss) Income to EBIDA and EBIDA after certain non-cash charges

	2020	2019	2018
	(In millions)		
Net (loss) income	$ (17)	$ 23	$ 102
Add: Interest	124	135	143
Depreciation	258	250	235
EBIDA	365	408	480

(1) In 2020, EBIDA, excluding $39 million of non-cash pension expense was, $404 million. Total Pension expense recognized in accordance with GAS No. 68 was $69 million in 2020. In 2019, EBIDA, excluding $4 million of non-cash pension expense, was $412 million in 2019. Total pension expense recognized in 2019 was $35 million.

EBIDA represents net income (loss) before interest expense, depreciation and amortization and is a non-GAAP financial measure. EBIDA does not represent net income (loss), as that term is defined under Generally Accepted Accounting Principles (GAAP) and should not be considered as an alternative to net income (loss) as an indicator of the Authority's operating performance or any other measure of performance derived in accordance with GAAP. EBIDA is not intended to be a measure of cash flows, as depicted on the statement of cash flows, available for management or discretionary use as such measures do not consider certain cash requirements such as capital expenditures and debt service requirements. EBIDA as presented herein is not necessarily comparable to similarly titled measures presented by the Authority.

Cash Flows

Net cash flows provided by operating activities decreased by $6 million in 2020 compared to 2019 due to the timing of payments and receipts.

Net Generation

Net generation was 31.5 million megawatt-hours (MWh) in 2020 and 30.1 million MWh in 2019. Net generation from the Niagara and St. Lawrence hydroelectric plants in 2020 (25.0 million MWh) was 3% higher than 2019

(24.3 million MWh) due to the average river flow for both Niagara and St. Lawrence being higher in 2020 than in 2019 resulting in higher water flow to the Niagara and St. Lawrence hydroelectric plants. For 2020, net hydro generation was approximately 123% of long-term average and above 2019, which was 120%. Combined net generation of the fossil fuel plants for 2020 was 6.5 million MWh, or 12% higher than 2019 (5.8 million MWh).

Summary of Consolidated Statements of Net Position

The following is a summary of the Authority's consolidated statements of net position for 2020, 2019, and 2018:

	2020	2019	2018	2020 vs. 2019	2019 vs. 2018
		($ In millions)		(In Percentage)	
Current assets	$ 1,101	$ 1,303	$ 1,434	(16) %	(9) %
Capital assets	6,032	5,783	5,519	4	5
Other noncurrent assets	2,667	1,670	1,798	60	(7)
Deferred outflows of resources	261	185	137	41	35
Total assets and deferred outflows	$ 10,061	$ 8,941	$ 8,888	13	1
Current liabilities	$ 1,037	$ 1,293	$ 1,051	(20)	23
Noncurrent liabilities	3,690	2,456	2,631	50	(7)
Total liabilities	4,727	3,749	3,682	26	2
Deferred inflows of resources	591	432	472	37	(8)
Net position	4,743	4,760	4,734	0	1
Total liabilities, deferred inflows and net position	$ 10,061	$ 8,941	$ 8,888	13	1

The following summarizes the Authority's consolidated statements of net position variances for the years 2020 and 2019:

In 2020, current assets decreased by $202 million (16%) to $1,101 million due to use of investments to fund capital projects. Capital assets increased by $249 million (4%) to $6,032 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 $997 million (60%), compared to last year, as a result of bond proceeds allocation for planned capital investments and energy efficiency program and an increase in postemployment benefits other than pension (OPEB) asset as a result of the current valuation. Deferred outflows increased by $76 million (41%) primarily due to changes in deferral of pension resources and a reclassification related to asset retirement obligations, partially offset by changes in deferral of OPEB resources. Current liabilities decreased by $256 million (20%) to $1,037 million compared to last year. This decrease is attributable primarily to the decrease in short-term debt by $190 million, long-term debt due in one year by $30 million and the timing of accounts payable payments. Noncurrent liabilities were higher by $1,234 million (50%), primarily due to the issuance of the $1,235 million of Series 2020A and Series 2020B Revenue Bonds, partially offset by the redemption of certain Series 2003A Revenue Bonds and defeasance of certain Series 2007B Revenue Bonds and the outstanding Series 2011A and Series 2015A Revenue Bonds. Deferred inflows increased by $159 million (37%) compared to last year, primarily due to the changes in the deferral of OPEB resources. The changes in net position for 2020 and 2019 are discussed in the summary of revenues, expenses and changes in net position in this Management's Discussion and Analysis.

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 $264 million (5%) to $5,783 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 $48 million (35%) primarily due to changes in deferral of OPEB resources and a reclassification related to asset retirement obligations, 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.

Capital Asset and Long-Term Debt Activity

The Authority currently estimates that it will expend approximately $5.0 billion ($3.4 billion for various capital improvements, which includes Reimagine the Canals Initiative capital projects of approximately $214 million, and $1.6 billion for energy services projects) over the five-year period 2021-2025. 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.

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.

Projected capital requirements during this period include (in millions):

Transmission Development	$	606
Ma1 & Ma2 Transmission Line Upgrade		308
Marcy-Scott Yard Transmission Upgrade		257
RM Mechanical & Electricl LEM		143
Strategic EV Charging Stations Installs		102
Communications Backbone		102
Transmission LEM (Nia, Massena)		97
RM Controls LEM		65
Replacement of Superstructure Bridges At RMNPP		51
Lewiston Pump Gener. Plant LEM		44
Cyber Resilience		40
T-LEM: Stl Remote Substations		38
L33P & L34P Phase Shifter		29
RM Penstock LEM		28
Garage - Centroplex Upgrade (WPO)		28
Common Application LEM		28
Core IT Infrastructure LEM		25
Transmission Power Flow Control		24
T-LEM Tower Coating Upgrades (CNY, WNY)		40
Breaker & Relay Replacement (STL)		21
Reimagine Canals initiatives		214
Canal Corporation		201
All Other (Projects Below $20.0 Million)		888
	$	3,379

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 a Notice to Proceed. The Authority estimates a project cost of $484 million through project completion in 2023. As of December 31, 2020, the Authority has spent approximately $124 million on the Moses Adirondack project, which commenced in 2020.

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, 2020, the Authority has spent approximately $396 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 Transmission LEM Program will be financed with internal funds and proceeds from debt obligations 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 approximately $357 million has been spent as of December 31, 2020. 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 Lewiston LEM Program will be financed with internal funds and proceeds from debt obligations 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.

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

	2020	2019	2018
		(In millions)	
Long-term debt, net of current maturities:			
Senior:			
Revenue bonds	$ 1,629	$ 465	$ 653
Subordinated:			
Subordinated Notes, Series 2017 and 2012 (1)	40	42	43
Commercial paper	5	5	5
Total long-term debt, net of current maturities	1,674	512	701
Net position	4,743	4,760	4,734
Total capitalization	$ 6,417	$ 5,272	$ 5,435

(1) The Subordinated Notes, Series 2017 and 2012, which were issued in 2017 and 2012, respectively, are subordinate to the Series 2003A Revenue Bonds, the Series 2007B Revenue Bonds, the Series 2020A Revenue Bonds and 2020B Revenue Bonds.

During 2020, long-term debt, net of current maturities, increased by $1,162 million, primarily due to the issuance of 2020A and 2020B Revenue Bond partially offset by the redemption of certain 2003A Revenue Bonds and the defeasance of certain Series 2007B Revenue Bonds and the outstanding Series 2011A and Series 2015A Revenue Bonds.

Long-term debt to equity (long-term debt/net position) ratio as of December 31, 2020, was at .35-to-1 when compared to .11-to-1 as of December 31, 2019. Short Term debt of $502 million, consisting of the Series 1 CP Notes and certain Series 2 and Series 3 CP Notes, is excluded from the long-term debt to equity ratio, as it is used by the Authority to finance the Authority's current and future energy efficiency programs and for other corporate purposes.

Debt Ratings

	Moody's	Standard & Poor's	Fitch
NYPA's underlying credit ratings:			
Senior debt:			
Long-term debt (a)	Aa2	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 2007B Revenue Bonds and Series 2003A 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 Insurance Corporation and Assured Guaranty Municipal Corporation are currently at or below the Authority's underlying credit ratings.

In April 2020, Standard & Poor's Ratings Service affirmed the Authority's commercial paper rating, senior debt rating and Subordinated Notes rating (Series 2017). In October 2020, Moody's Investors Service affirmed the Authority's commercial paper rating and downgraded the Authority's senior debt rating to Aa2 from Aa1(Moody's did not reconfirm or review the Authority's Subordinated Notes, Series 2017 or Series 2012). In April 2020, Fitch Ratings affirmed the Authority's commercial paper rating, senior debt rating and Subordinated Notes (Series 2012).

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 14, 2022. There are no outstanding borrowings under the 2019 RCA.

In April 2020, the Authority entered into a hybrid revolving line of credit (the 2020 RCA) with a single bank under an agreement to provide liquidity support for the Series 3 and Series 4 CP Notes and/or to borrow directly. The Authority may borrow up to $250 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of Commercial Paper or for general corporate purposes. The 2020 RCA expires April 21, 2021 and the Authority is in process of renewing this RCA for an additional one-year period. There are no outstanding borrowings under the 2020 RCA.

Economic Conditions

In December 2020, the Authority's Board of Trustees approved its strategic plan, VISION2030, which focuses on preserving the value of its hydropower assets; leading the transition away from natural gas while ensuring system reliability; rapidly developing new transmission assets to meet market needs; partner with customers' and the state to help meet energy goals; and reimagine the New York State Canals System. The Authority's strategic plan will also ensure the continuation of its evolution to a digital utility; ensure long-term environmental, social, and governance (ESG) performance; the commitment to Diversity, Equity and Inclusion (DE&I); the incorporation of resiliency into all of NYPA; and the on-going focus on employee development through Resource Alignment initiatives. The costs and revenues with respect to the plan are reflected in the Authority's 2021-2024 financial plan.

Climate Leadership and Community Protection Act (CLCPA)

VISION2030 is anchored in helping achieve the greenhouse gas reduction targets in New York State's Climate Leadership and Community Protection Act (CLCPA), which was passed in 2019 and is the most ambitious climate change legislation in the country. CLCPA's targets for decarbonizing power generation include bringing 28 GW (16 GW of land-based renewables, 6 GW of offshore wind, and 6 GW of distributed solar) of renewables to market by 2030; accelerating transmission network investment to integrate renewables and alleviate load pockets; and ensuring grid reliability and flexibility through an integrated set of solutions including 3 GW of storage, dispatchable clean generation, and demand-side solutions. Targets for decarbonizing beyond the power sector include reduction of statewide energy use by 185 TBtu; electrification of transportation; and coordinated electrification of building heating and industrial processes. Fundamental to the CLCPA and NYPA's participation in achieving its goals is ensuring an equitable transition to a thriving clean energy.

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.

In 2020, New York State passed the Accelerated Renewable Energy Growth and Community Benefit Act ("Renewable Energy Act"), the purpose of which is to help prioritize the planning, investment, and responsible development of a state-of-the-art grid infrastructure the Renewable Energy Act focuses on grid planning and energy delivery constraint relief and calls for a comprehensive study to identify cost-effective distribution, local and bulk electric system upgrades and a bulk transmission investment program that draws upon NYPA's capability to expeditiously construct new transmission (Renewable Energy Act discussed herein).

Regional Greenhouse Gas Initiative

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). RGGI States will make an adjustment to the RGGI cap to account for banked CO2 allowances accumulated through the third control period. The size of the adjustment will be calculated in March 2021 and the adjustment will be made over a five-year period (2021-2025), as specified in the 2017 Model Rule. 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 three-year 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 and expects to recover RGGI costs through its power sales revenues. The Authority is monitoring federal legislation and proposed programs that would impact RGGI.

Competitive Environment

The Authority's new mission statement that was ratified by the Trustees in December 2020, is to "Lead the transition to a carbon-free, economically vibrant New York through customer partnerships, innovative energy solutions, and the responsible supply of affordable, clean, and reliable electricity."

The new mission statement adheres to maintaining NYPA's core operating businesses while also moving to support the energy goals of New York State, codified in the Clean Energy Standard, New York State Climate Leadership and Community Protection Act, our Enhanced Authority under changes to the Power Authority Act enacted in 2019, and the Accelerated Renewable Energy Growth and Community Benefit Act.

The Authority's financial performance goal is to maintain a strong financial position to have the resources necessary to achieve its mission.

To maintain its position as a reliable 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 and Westchester Governmental Customers); (c) construction and operation of the Eugene W. Zeltmann Power Project (NYPA's 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; (h) implementation of an enterprise-wide risk management program; and (i) implementation of an enterprise-wide resiliency program to embed resilience culture and to prepare for a more uncertain operating environment. As a component of the 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.

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, two investor-owned utilities for the benefit of rural and domestic customers, nine host communities and seven out-of-state public customers have been established on the basis of the hydroelectric project costs.

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 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 is updated annually prior to the start of each rate year (July 1st - June 30th). The ATRR effective July 1, 2020 is $278.7 million and includes the revenue requirements for NTAC, the Marcy South Series Compensation, and AC Transmission projects.

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 (2019-20 ESB) 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 amendments made by 2019-20 ESB 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 ("CLCPA"). CLCPA directs the New York State Department of Environmental Conservation (the "NYSDEC") to develop regulations to reduce statewide greenhouse gas emissions ("GHG") to 60% of 1990 levels by 2030 and 15% of 1990 levels by 2050. NYSDEC is currently drafting regulations that would implement these and other related goals.

Several provisions of CLCPA 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.

Many of the provisions of CLCPA 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 CLCPA on the Authority's business and operations.

As part of the 2020-2021 Enacted State Budget, legislation was enacted that is expected to expedite 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 ("Renewable Energy 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 Renewable Energy Act, which will be implemented by the Authority and New York State Department of State, NYSERDA, the Department of Public Service (DPS), NYSDEC 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.

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. In summary, the Renewable Energy Act:

- Establishes a new Office of Renewable Energy Siting, through which the State will consolidate the environmental review of major renewable energy facilities.
- Provides accelerated timetables for review of applications for major utility transmission facilities.
- Authorizes NYSERDA to undertake several "host community benefit" programs to provide benefits to residents of local communities where new renewable general projects are slated for development.
- Directs the Department of Public Service ("DPS"), in consultation with NYSERDA, the Authority, the Long Island Power Authority, the New York Independent System Operator ("NYISO"), and the state's regulated utilities, to undertake a comprehensive study of the power delivery system in the state, for the purpose of identifying investor-owned utility distribution and local transmission upgrades, and bulk transmission system investments necessary to help the State meet the environmental goals of the Climate Leadership and Community Protection Act ("CLCPA").
- Requires the PSC to identify bulk transmission projects that need to be developed expeditiously to meet CLCPA goals ("Priority Transmission Project(s)" or "PTP(s)").
- Declares that it is appropriate for the Authority, by itself or in collaboration with other parties to develop those bulk transmission investments designated as PTPs that are needed expeditiously to achieve CLCPA targets.
- Authorizes the Authority, through a public process, to solicit interest from potential co-participants in each PTP it has agreed to develop and assess whether any joint development would provide for significant additional benefits in achieving the CLCPA targets, and thereafter determine to undertake the development of the PTP on its own, or undertake the PTP jointly with one or more other parties and enter into such agreements and take such other actions the Authority determines to be necessary in

order to develop the PTP. For PTPs substantially within the Authority's existing rights of way, the Renewable Energy Act authorizes the Authority to select private sector participants through a competitive bidding process.

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. In support of the Clean Energy Standard goal for the State, the Authority issued a request for proposals in July 2020 to solicit renewable energy credits, energy and capacity from eligible large-scale renewable projects which includes wind, solar and battery storage technology. The Authority expects to award project(s) with long-term agreements for the purchase of renewable energy credits that will be generated from the projects. The Authority intends to seek recovery of costs associated with the agreements through sales of renewable energy credits by the Authority to the Authority's customers. The Authority anticipates it will undertake future procurements of large-scale renewable projects in order to fully support its customers and the State-wide Clean Energy Standard.

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, 2020, the Canal Corporation recognized $1.8 million in revenues, $83 million in operations and maintenance expenses and $27 million in depreciation expense. 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.

By resolution adopted December 9, 2020, the Canal Corporation's Board of Directors adopted a budget for 2021-2024 that consisted of expenditures for operations and maintenance expenses and for capital expenses. The Authority's budget and financial plan for 2021-2024 includes Canal-related operating expenditures of approximately $80-$90 million per year and capital expenditures of approximately $40 million per year and $1.5 million per year for Canal Development Fund expenses.

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, 2020	December 31, 2019
Assets and Deferred Outflows		
Current Assets:		
Cash and cash equivalents	$ 219	$ 66
Investment in securities	349	695
Receivables - customers	219	183
Materials and supplies, at average cost:		
Plant and general	90	86
Fuel	29	30
Miscellaneous receivables and other	195	243
Total current assets	1,101	1,303
Noncurrent Assets:		
Restricted funds:		
Cash and cash equivalents	51	52
Investment in securities	16	16
Total restricted assets	67	68
Capital funds:		
Cash and cash equivalents	677	16
Investment in securities	192	10
Total capital funds	869	26
Capital Assets:		
Capital assets not being depreciated	984	931
Capital assets, net of accumulated depreciation	5,048	4,852
Total capital assets	6,032	5,783
Other Noncurrent Assets:		
Receivable - New York State	86	86
Other long-term assets	1,645	1,490
Total other noncurrent assets	1,731	1,576
Total noncurrent assets	8,699	7,453
Total assets	9,800	8,756
Deferred outflows of resources:		
Asset retirement obligation	17	17
Accumulated decrease in fair value of derivative hedging	2	5
Pensions	154	58
Postemployment benefits other than pensions	88	105
Total assets and deferred outflows of resources	$ 10,061	$ 8,941

See accompanying notes to the consolidated financial statements.

(Continued)

NEW YORK POWER AUTHORITY

Consolidated Statements of Net Position

(In millions)

Liabilities, Deferred Inflows and Net Position	December 31, 2020	December 31, 2019
Current liabilities:		
Accounts payable and accrued liabilities	$ 484	$ 527
Short-term debt	502	692
Long-term debt due within one year	1	31
Capital lease obligation due within one year	50	43
Total current liabilities	1,037	1,293
Noncurrent liabilities:		
Long-term debt:		
Senior:		
Revenue bonds	1,629	465
Subordinated:		
Subordinated Notes	40	42
Commercial paper	5	5
Total long-term debt	1,674	512
Other noncurrent liabilities:		
Capital lease obligation	984	1,034
Disposal of spent nuclear fuel	229	228
Relicensing	251	256
Postemployment benefits other than pensions	198	226
Other long-term liabilities	354	200
Total other noncurrent liabilities	2,016	1,944
Total noncurrent liabilities	3,690	2,456
Total liabilities	4,727	3,749
Deferred inflows of resources:		
Cost of removal obligations	383	365
Accumulated increase in fair value of derivative hedging	13	1
Pensions	7	20
Postemployment benefits other than pensions	188	46
Net position:		
Net investment in capital assets	3,238	3,647
Restricted	869	45
Unrestricted	636	1,068
Total net position	4,743	4,760
Total liabilities, deferred inflows of resources and net position	$ 10,061	$ 8,941

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,	
	2020	2019
Operating revenues:		
Power sales	$ 1,360	$ 1,481
Transmission charges	237	214
Wheeling charges	649	647
Other	19	28
Total operating revenues	2,265	2,370
Operating Expenses:		
Purchased power	484	529
Fuel oil and gas	109	140
Wheeling	650	647
Operations	555	562
Maintenance	128	130
Depreciation	258	250
Total operating expenses	2,184	2,258
Operating income	81	112
Nonoperating revenues and expenses:		
Nonoperating revenues:		
Investment income	23	44
Other	3	2
Total nonoperating revenues	26	46
Nonoperating expenses		
Interest on long-term debt	42	45
Interest - other	109	115
Interest capitalized	(27)	(23)
Amortization of debt premium	–	(2)
Total nonoperating expenses	124	135
Net income before contributed capital	(17)	23
Contributed capital- Wind farm transmission assets	–	3
Net loss and change in net position	(17)	26
Net position, January 1	4,760	4,734
Net position, December 31	$ 4,743	$ 4,760

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Consolidated Statements of Cash Flows

(In millions)

	Year Ended December 31,	
	2020	2019
Cash flows from operating activities:		
Received from customers for the sale of power, transmission and wheeling	$ 2,206	$ 2,356
Disbursements for:		
Purchased power	(478)	(529)
Fuel, oil and gas	(102)	(145)
Wheeling of power by other utilities	(638)	(640)
Operations and maintenance	(792)	(840)
Net cash provided by operating activities	196	202
Cash flows from capital and related financing activities:		
Gross additions to capital assets	(489)	(414)
Issuance of commercial paper	140	156
Repayment of commercial paper	(231)	–
Proceeds from issuance of Series 2020A revenue bonds	1,192	–
Proceeds from issuance of 2020B revenue bonds	114	–
Redemption of bonds	(32)	(219)
Defeasance of- bonds	(131)	–
Repayment of notes	(1)	(1)
Bonds issuance costs	(18)	–
Earning on investments	1	–
Interest paid, net	(30)	(42)
Net cash provided by (used in) capital and related financing activities	515	(520)
Cash flows from noncapital–related financing activities:		
Energy conservation program payments received from participants	280	193
Energy conservation program costs	(246)	(153)
Issuance of commercial paper	80	138
Repayment of commercial paper	(179)	(128)
Interest paid on commercial paper	(6)	(10)
Payment received from New York State	–	43
Empire State Trailways and other	57	–
Margin deposits	(18)	15
NYISO collateral	–	8
Net cash (used in) provided by noncapital-related financing activities	(32)	106
Cash flows from investing activities:		
Earnings received on investments	29	17
Purchase of investment securities	(3,462)	(4,385)
Sale of investment securities	3,567	4,674
Net cash provided by investing activities	134	306
Net increase in cash	813	94
Cash and cash equivalents, January 1	134	40
Cash and cash equivalents, December 31	$ 947	$ 134
Reconciliation to net cash provided by operating activities:		
Operating income	$ 81	$ 112
Adjustments to reconcile operating income to net cash provided by operating activities:		
Change in assets, deferred outflows, liabilities and deferred inflows:		
Provision for depreciation	258	250
Net increase in miscellaneous payments and other	(102)	(235)
Net increase in receivables and materials and supplies	(18)	(50)
Net decrease in accounts payable/accrued liabilities and other	(23)	125
Net cash provided by operating activities	$ 196	$ 202

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Statements of Fiduciary Net Position

(In millions)

	December 31, 2020	December 31, 2019
Assets		
Assets:		
Cash and cash equivalents	$ 142	$ 24
Receivables:		
Due from broker for investments sold	–	–
Investment income	1	1
Total receivables	1	1
Investments at fair value:		
Domestic equity	92	130
International equity	93	46
Index Fund	195	297
Real Estate (REIT)	39	39
Fixed Income	169	152
Total investments	588	664
Total assets	731	689
Liabilities:		
Payables:		
Accrued liability	3	-
Due to broker for investments purchased	-	3
Total liabilities	3	3
Net position available for postemployment benefits other than pensions	$ 728	$ 686

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, 2020	Year Ended December 31, 2019
Additions:		
Employer contributions	$ 25	$ 25
Investment income:		
Net increase / (decrease) in fair value of investments	41	112
Interest and dividend income	5	11
Less: investment expense	(1)	(2)
Net investment income / (loss)	45	121
Total additions	70	146
Deductions:		
Management expense	3	-
Benefits payments	25	25
Total deductions	28	25
Changes in net position	42	121
Net position available for postemployment benefits other than pensions – beginning of year	686	565
Net position available for postemployment benefits other than pensions – end of year	$ 728	$ 686

See accompanying notes to the consolidated financial statements.

(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 lead the transition to a carbon-free, economically vibrant New York through customer partnerships, innovative energy solutions, and the responsible supply of affordable, clean, and reliable electricity. The mission statement adheres to maintaining the Power Authority's core operating businesses while also moving to support the energy goals of New York State, codified in the Clean Energy Standard, New York State Climate Leadership and Community Protection Act, our enhanced authority under changes to the Power Authority Act enacted in 2019, and the Accelerated Renewable Energy Growth and Community Benefit Act. 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. In addition to contractual sales to customers, the Power Authority also sells power into an electricity market operated by the NYISO.

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 Eugene W. Zeltmann combined cycle electric generating plant located in Queens, New York (Zeltmann or 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 nor tax revenues nor credits. The Power Authority 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 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 believes the future collection of the costs held over through regulatory assets is probable. For regulatory assets see Note 2(l) "Summary of Accounting Polices – 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, 2020 and 2019 expressed as a percentage of average depreciable capital assets on an annual basis are:

	Average depreciation rate	
	2020	2019
Type of plant:		
Production:		
Hydro	2.0%	2.0%
Gas turbine/combined cycle	2.0	2.0
Transmission	1.9	1.9
General	3.8	3.9
Canal system	3.4	3.4
	2.6%	2.6%

(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. Accordingly, at December 31, 2020

and 2019, the Authority has reclassified $17 million from capital assets to deferred outflows of resources to reflect the application of GAS Statement No. 83 (GAS No. 83), *Accounting for Certain Asset Retirement Obligations*.

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. At December 31, 2020 and 2019, the Authority had approximately $35 million and $25 million, respectively, of liabilities recorded under GASB 49.

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:

	ARO amounts	Cost of removal obligation
		(In millions)
Balance – December 31, 2019	$ 17	$ 365
Depreciation Expense	–	14
Other expense	–	4
Settlements		–
Balance – December 31, 2020	$ 17	$ 383

(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 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, 2020 and 2019 consist of the following:

	December 31,	
	2020	**2019**
	(In millions)	
Other long-term assets:		
Regulatory assets (a):		
Recoverable electricity supply market costs	$ 383	$ 364
Other regulatory assets	33	12
Total regulatory assets	416	376
Energy efficiency program costs (b)	287	286
Other long-term receivables	438	443
Transmission line interconnection costs	220	238
Other postemployment employee benefits	168	–
Other	116	147
Total other long-term assets	$ 1,645	$ 1,490

(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 2017, a Memorandum of Understanding was entered between the Authority and five 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, 2020, the related costs are included in other long-term assets in the consolidated statements of net position.

(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 $44 million and $35 million in other non-current liabilities at December 31, 2020 and 2019, respectively, and $6 million at December 31, 2020 and 2019, 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 49% and 52% of the Authority's operating revenues in 2020 and 2019, respectively.

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.

(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 separate from the Power Authority and is 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, 2019, 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 fair value, except investments that have a maturity at the time of purchase of one year or less, which are reported at cost.

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. Benefit payments are funded on a pay-as-you go basis.

(t) *New Accounting Pronouncements*

GASB issued GAS Statement No. 87 (GAS No. 87), *Leases*, which was effective for reporting periods beginning after December 15, 2019 prior to issuance of (GAS No.95). 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 currently evaluating the impact of GAS No. 87 on its consolidated financial statements.

GASB issued GAS Statement No. 91 (GAS No. 91), *Conduit Debt Obligations*, which was effective for reporting periods beginning after December 15, 2020 prior to issuance of GASB Statement 95 (GAS No.95). 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.

In May 2020, in response to challenges arising from the COVID-19 virus, GASB issued Statement No. 95 (GAS No. 95), *Postponement of the Effective Dates of Certain Authoritative Guidance*, in which GASB approved an 18-month postponement for Statement 87, *Leases*. In addition, GAS No. 95 postponed for one-year effective dates for all statements and implementation guides with a current effective date of reporting periods beginning after June 15, 2018, and later. As such GAS No. 87 will be effective for reporting periods beginning after June 15, 2021 and GAS No. 91 will be effective for reporting period beginning after December 31, 2021.

GASB issued GAS Statement No.92 (GAS No. 92), *Omnibus 2020*, which originally had an effective date for reporting periods beginning after June 15, 2020. This effective date has been postponed to June 15, 2021 due to the issuance of GAS No.95. GAS No.92 establishes accounting and financial reporting requirements for specific issues related to leases, intra-entity transfers of assets, postemployment benefits, government acquisitions, risk financing and insurance-related activities of public entity risk pools, fair value measurements, and derivative instruments. The Authority is evaluating the impact of GAS No.92 on its consolidated financial statements.

GASB issued GAS Statement No. 93 (GAS No. 93) *Replacement of Interbank Offered Rates*, which originally had an effective date for reporting periods beginning after June 15, 2020. This effective date has been postponed to June 15, 2021 due to the issuance of GAS No.95. Some governments have entered into

agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. GASB 93 objective is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. The Authority is evaluating the impact of GAS No.93 on its consolidated financial statements.

GASB Issued GASB Statement No. 96 (GAS No. 96), *Subscription-Based Information Technology Arrangements*, which is effective for reporting periods beginning after June 15, 2022. GAS No.96 requires recognition of certain subscription assets and liabilities for Subscription-based information Technology Arrangements (SBITA) which were previously either capitalized or expensed. It establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. The Authority is evaluating the impact of GAS No.96 on its consolidated financial statements.

GASB Issued GASB Statement No. 97 (GAS No. 97), C*ertain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans-an amendment of GASB Statements No.14 and No.84 and superseded of GASB Statement No.32*, which is effective for reporting periods beginning after June 15, 2021. The primary objectives of this Statement are to increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board, mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans and to enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans. The Authority is evaluating the impact of GAS No.97 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), 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.

Under the hybrid revolving credit and note purchase agreement supporting the Authority's Commercial Paper Notes and Liquidity effective April 22, 2020, among the Authority, JP Morgan Chase Bank, National Association, as Administrative Agent, and sole lender thereunder (Revolving Credit Agreement), the Authority is able to borrow up to $250 million in aggregate principal amount outstanding at any time for the repayment of the Commercial Paper Notes and/or Direct Purchase Note(s) under the agreement. In the case of an Event of Default (as defined in the Revolving Credit Agreement), the sole lender under the Revolving Credit Agreement holding 100% of the commitment thereunder will be able to: terminate their commitment; 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) authorized collateralized certificates of deposit, time deposits and money market funds, which shall not exceed 40% of the Authority's invested funds and no more than $50 million invested in any one fund, (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 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, (e) Guaranteed Investment Contracts or GIC Funds issued by creditworthy insurance companies and collateralized by issuer's general or separate account assets, with no more than $50 million invested in any one contract or fund. 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) Federal Agricultural Mortgage Corporation (FAMC) and Federal Home Loan Mortgage Corporation (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 or reverse 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 30 days and may not exceed $250 million or $50 million with any one dealer or bank. Monies will not be invested for terms in excess of the projected use of funds. As of December 31, 2020, the Authority had $52 million invested in repurchase agreements. As of December 31, 2019, the Authority had no investments in repurchase agreements.

(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 and shall not exceed $25 million from any one bank. At December 31, 2020, the Authority's total investment portfolio of $1,488 million, excluding the Canal Development Fund, consists of investments of $100 million (7%), $147 million (10%), $16 million (1%) $75 million (5%), $146 million (10%) and $73 million (5%) in securities of FAMC, FHLMC, FHLB, FFCB, U.S. government and other various municipal debt securities, respectively.

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 (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, 2020 and 2019 were $662 million and $32 million, respectively, of which $661 million and $31 million, respectively, were uninsured, but were collateralized by assets held by the bank in the name of the Authority.

Cash and Investments of the Authority at December 31, 2020 and 2019 are as follows:

			Restricted			
December 31, 2020	**Total**	**Total restricted**	**Canal Development Fund**	**WNYEDF, POCR, projects and other**	**Capital fund**	**Unrestricted**
			(In millions)			
Cash and investments:						
Cash and cash equivalents	$ 947	$ 51	$ 16	$ 35	$ 677	$ 219
U.S. government:						
U.S. Treasury bills	18	—	—		—	18
U.S. Treasury notes	128	—	—	—	—	128
	146	—	—	—	—	146
Other debt securities:						
FAMC	100	—	—	—	65	35
FHLMC	147	—	—	—	77	70
FHLB	16	16	—	16	—	—
FFCB	75	—	—	—	50	25
All other	73	—	—	—	—	73
	411	16	—	16	192	203
Total investments	557	16	—	16	192	349
Total cash and investments	$ 1,504	$ 67	$ 16	$ 51	$ 869	$ 568
Summary of maturities (years):						
0 – 1	$ 1,116	$ 67	$ 16	$ 51	$ 677	$ 372
1 – 5	303	—	—	—	157	146
5 – 10	35	—	—	—	35	—
10+	50	—	—	—	—	50
	$ 1,504	$ 67	$ 16	$ 51	$ 869	$ 568

As of December 31, 2020, 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 ($13 million), the Western New York Economic Development Fund ($8 million), the Northern New York Economic Development Fund ($4 million) (see Note 13(a) “Commitments and Contingencies – Power Programs”), Canal Development Fund ($16 million) and other ($12 million).

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).

			Restricted			
December 31, 2019	Total	Total restricted	Canal Development Fund	WNYEDF, POCR, projects and other	Capital fund	Unrestricted
			(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	—	—	—	—	—	—
	16	16	—	16	—	—
Other debt securities:						
FNMA	124	—	—	—	—	124
FHLMC	72	—	—	—	6	66
FHLB	222	—	—	—	—	222
FFCB	179	—	—	—	1	178
All other	108	—	—	—	3	105
	705	—	—	—	10	695
Total investments	721	16	—	16	10	695
Total cash and investments	$ 855	$ 68	$ 14	$ 54	$ 26	$ 761
Summary of maturities (years):						
0 – 1	$ 336	$ 68	$ 14	$ 54	$ 23	$ 245
1 – 5	497	—	—	—	3	494
5 – 10	13	—	—	—	—	13
10+	9	—	—	—	—	9
	$ 855	$ 68	$ 14	$ 54	$ 26	$ 761

(5) Capital Assets

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2020.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 193	$ —	$ —	$ 193
Construction in progress	738	490	(437)	791
Total capital assets not being depreciated	931	490	(437)	984
Capital assets, being depreciated:				
Production – Hydro	2,262	53	(2)	2,313
Production – Gas turbine/combined cycle	2,336	49	—	2,385
Transmission	2,366	185	—	2,551
General	1,301	120	(16)	1,405
Canal System	768	34	—	802
Total capital assets being depreciated	9,033	441	(18)	9,456
Less accumulated depreciation for:				
Production – Hydro	888	38	(2)	924
Production – Gas turbine/combined cycle	1,296	85	—	1,381
Transmission	1,331	40	—	1,371
General	456	52	(16)	492
Canal System	210	30	—	240
Total accumulated depreciation	4,181	245	(18)	4,408
Net value of capital assets, being depreciated	4,852	196	—	5,048
Net value of all capital assets	$ 5,783	$ 686	$ (437)	$ 6,032

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2019.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 193	$ —	$ —	$ 193
Construction in progress	703	506	(471)	738
Total capital assets not being depreciated	896	506	(471)	931
Capital assets, being depreciated:				
Production – Hydro	2,114	160	(12)	2,262
Production – Gas turbine/combined cycle	2,386	17	(67)	2,336
Transmission	2,228	151	(13)	2,366
General	1,198	111	(8)	1,301
Canal System	723	45	—	768
Total capital assets being depreciated	8,649	484	(100)	9,033
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	187	25	(2)	210
Total accumulated depreciation	4,026	238	(83)	4,181
Net value of capital assets, being depreciated	4,623	246	(17)	4,852
Net value of all capital assets	$ 5,519	$ 752	$ (488)	$ 5,783

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.

(6) Long-Term Debt

a. Components

	Amount					Earliest redemption date prior to maturity
	2020	2019	Interest rate (a)	Maturity		
	(In millions)					
Senior debt:						
Revenue Bonds (Tax-Exempt):						
Series 2011A Revenue (b), (c)						
Bonds:						
Serial Bonds	—	57	N/A	N/A		N/A
Term Bonds	—	39	N/A	N/A		N/A
Series 2015A Revenue (b)						
Bonds:						
Serial Bonds	—	15	N/A	N/A		N/A
Series 2020A Revenue						
Bonds:						
Term Bonds	1,121	—	3.25% to 4.00%	11/15/2045 - 2060	**	5/15/2030
Revenue Bonds (Taxable):*						
Series 2003A Revenue						
Bonds:						
Term Bonds	117	149	5.649% to 5.749%	11/15/2020 to 2033	**	Any date
Series 2007B Revenue (b)						
Bonds:						
Term Bonds	210	231	5.905% to 5.985%	11/15/2037 and 2043	**	Any date
Series 2020B Revenue						
Bonds:						
Term Bonds	114	—	2.818%	11/15/2039	**	Any date
	1,562	491				
Plus unamortized premium and discount	67	9				
Less deferred refinancing costs	—	5				
	1,629	495				
Less due in one year	—	30				
Long-term senior debt, net of due in one year	$ 1,629	$ 465				

(a) interest rate at issuance

(b) Principal due in: 2020-2023 of Series 2007B of $20 million, 2020 of Series 2015A of $15 million and 2020-2023 of Series 2011A of $33 million defeased in May 2020.

(c) Principal due 2024-2038 of Series 2011A of $63 million defeased in December 2020.

* All outstanding taxable term bonds are subject to Make-Whole Call provisions.

** Bonds are subject to sinking fund provisions.

	Amount				Earliest redemption date prior to maturity
	2020	2019	Interest rate (a)	Maturity	
	(In millions)				
Subordinate debt:					
Subordinated Notes, Series 2017	$ 22	$ 23	2.61% to 4.27%	2022 to 2041	Any date
Subordinated Notes, Series 2012	19	20	2.50% to 4.05%	2019 to 2037	Any date
Commercial Paper:					
EMCP (Series 1)	5	5	1.41%	2021	
	46	48			
Less due within one year	1	1			
	45	47			
Total Long-term debt	1,675	543			
Less due within one year	1	31			
Long-term debt, net of due in one year	$ 1,674	$ 512			

(a) intereest rate at issuance

Interest on Series 2003A, 2007B and 2020B Revenue Bonds and Subordinated Notes, Series 2012 and Subordinated Notes, Series 2017 is not excluded from gross income for bondholders' Federal income tax purposes.

The Revenue Bonds outstanding at December 31, 2020 have an average interest rate of 4.24% and mature through 2060. The Revenue Bonds outstanding at December 31, 2019 had an average interest rate of 5.27% and mature through 2041.

In May 2020, the Authority's Trustees authorized the issuance of $1.235 billion of Revenue Bonds consisting of $1.121 billion tax-exempt Series 2020A Revenue Bonds and $114.1 million of taxable Series 2020B Revenue Bonds for the purpose of refunding certain revenue bonds and commercial paper and funding on-going and future construction projects. The proceeds from the issuance of the 2020 Revenue Bonds were used to (i) redeem $32 million of the Authority's Series 2003A Revenue Bonds and a redemption premium of $3 million; (ii) defease $68 million in aggregate principal of the Authority's Series 2011A and 2015A and certain 2007B Revenue Bonds by placing the net proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds; (iii) refund $156 million of commercial paper, which was issued to refund $156 million of its Series 2007A and Series 2007C Revenue Bonds in December 2019; and (iv) pay financing and other costs relating to the issuance of the 2020A and B Revenue Bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Authority's financial statements at December 31, 2020.

In December 2020, the Authority issued Commercial Paper to refund $66 million of its 2011A Revenue Bond Senior Debt.

As indicated in Note 3 "Bond Resolution and Related Matters" 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 $3.3 billion as of December 31, 2020. Principal and interest paid for 2020 and operating income plus depreciation were $283 million and $339 million, respectively. Principal and interest paid for 2019 and operating income plus depreciation were $104 million and $362 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, 2020 and 2019, the current market value of the senior debt was approximately $2.1 billion and $632.8 million, respectively. Market values were obtained from a third party that utilized a matrix-pricing model.

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 2003A Revenue Bonds, the Series 2007B, and the Series 2020A and 2020B 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 2007B, and Revenue Bonds, and the Series 2020A and 2020B 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, 2020.

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 14, 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.

The Authority entered into a hybrid revolving line of credit with a single bank on April 22, 2020 under an agreement (the 2020 RCA) to provide liquidity support for the Series 3 and Series 4 CP Notes and/or to borrow directly. The Authority may borrow up to $250 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of Commercial Paper or for general corporate purposes. The 2020 RCA expires April 21, 2021 and the Authority is in process of renewing this RCA for an additional one-year period. There are no outstanding borrowings under the 2020 RCA.

CP Notes and EMCP Notes are subordinate to the Series 2003A Revenue Bonds, the Series 2007B, the Series 2020A and 2020B Revenue Bonds.

Interest on the CP (Series 3) is taxable to holders for Federal income tax purposes.

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** (In millions)			**Capitalized Lease Obligations** (In millions)		
	Principal	**Interest**	**Total**	**Principal**	**Interest**	**Total**
Years ending December 31:						
2021	$ 5	$ 68	$ 73	$ 50	$ 81	$ 131
2022	2	68	70	58	77	135
2023	2	68	70	66	72	138
2024	17	68	85	76	66	142
2025	17	67	84	86	60	146
2026 – 2030	102	320	422	616	169	785
2031 – 2035	135	288	423	82	2	84
2036 – 2040	193	255	448	—	—	—
2041 – 2045	243	207	450	—	—	—
2046-2050	892	277	1,169			
	1,608	1,686	3,294	1,034	527	1,561
Plus unamortized bond premium	67	—	67	—	—	—
Less deferred refinancing cost	—	—	—	—	—	—
Total	$ 1,675	$ 1,686	$ 3,361	$ 1,034	$ 527	$ 1,561

In 2008, the Authority entered into a long-term power supply contract with Astoria Energy II LLC for the purchase of all the output of Astoria Energy II, a new 550-MW plant, which entered into commercial operation on July 1, 2011 in Astoria, Queens. The delivery period under the contract is through 2031. The Authority

entered into a separate contract with its' New York City Governmental Customers to purchase the output of Astoria Energy II and is coterminous with the power purchase agreement with Astoria Energy II LLC. All net costs of the Authority under the power purchase agreement with Astoria Energy II LLC pass through to the New York City Governmental 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, 2020, the reset rate would have been 7.09%.

c. Changes in Noncurrent Liabilities

Changes in the Authority's noncurrent liabilities for the year ended December 31, 2020 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 491	$ 1,235	$ 164	$ 1,562	$ —
Subtotal	491	1,235	164	1,562	—
Subordinate debt:					
Subordinated Notes, Series 2017	23	—	1	22	1
Subordinated Notes, Series 2012	20	—	1	19	—
Commercial paper	5	—	—	5	—
Subtotal	48	—	2	46	1
Net unamortized discounts/ premiums and deferred losses	4	67	4	67	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 543	$ 1,302	$ 170	$ 1,675	$ 1
Other noncurrent liabilities:					
Capitalized lease obligation	$ 1,034	$ —	$ 50	984	$
Disposal of nuclear fuel	228	1	—	229	—
Relicensing	256	15	20	251	—
Other	426	126	—	$ 552	$ —
Total other noncurrent liabilities	$ 1,944	$ 142	$ 70	$ 2,016	$ —

Changes in the Authority's long-term liabilities for the year ended December 31, 2019 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 710	$ —	$ 219	$ 491	$ 30
Subtotal	710	—	219	491	30
Subordinate debt:					
Subordinated Notes, Series 2017	24	—	1	23	—
Subordinated Notes, Series 2012	20	—	—	20	1
Commercial paper	5	—	—	5	—
Subtotal	49	—	1	48	1
Net unamortized discounts/ premiums and deferred losses	6	—	2	4	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 765	$ —	$ 222	$ 543	$ 31
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	386	34	—	$ 426	$ —
Total other noncurrent liabilities	$ 1,930	$ 76	$ 68	$ 1,944	$ 43

(7) Short-Term Debt

CP Notes (short-term portion) outstanding was as follows:

	December 31,			
	2020		2019	
	Authorized	Outstanding	Authorized	Outstanding
	(In millions)			
CP Notes (Series 1)	$ 400	$ 139	$ 400	$ 309
CP Notes (Series 2)	450	288	450	217
CP Notes (Series 3)	350	75	350	166

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 2020, the Authority issued Series 3 CP Notes of approximately $66 million to defease $63 million of principal and $3 million of interest of the then outstanding 2011A Revenue Bonds. In December 2019, the Authority issued Series 3 CP Notes to refund $156 million of its Series 2007A and Series 2007C Revenue Bonds. In 2020, proceeds from the 2020 Revenue Bonds issuance was used to refund the $156 million of Series 3 CP Notes.

The changes in short-term debt are as follows:

	Beginning balance	Increases	Decreases	Ending balance
		(In millions)		
Year:				
2020	$ 692	220	410	$ 502
2019	$ 526	294	128	$ 692

(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 its care, custody and control for which it 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 interest rates, 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 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 (certain of the Authority's customer contracts provide for the complete or partial pass-through of these costs), the Authority hedges market risks by utilizing 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; risk related to the price of energy and related products sold by the Authority; risk related to margins (electric sales versus fuel use) where the Authority owns generation or other capacity; and the 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, congestion costs associated with the transmission of electricity and aluminum.

To achieve the Authority's risk management program objectives, the Authority's Trustees have authorized the use of various interest rate, energy, fuel and certain non-energy commodity 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 inflows on the statements of net position. The fair value for over-the-counter and exchange-traded energy, capacity and non-energy commodity 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"), market sources and/or internal pricing models.

Derivative Instruments

The following table shows the fair value of outstanding derivative instruments for 2020 and 2019:

Derivative instrument description	Fair value balance December 31, 2019	Net change in fair value	Fair value balance December 31, 2020	Type of hedge or transaction	Financial statement classification for changes in fair value	Notional amount December 31, 2020	Unit of Measure
			($ in millions)				
Energy swaps/futures (sales)	$ 5	$ (3)	$ 2	Cash Flow	Deferred outflow	(14,655,019)	MWh
Energy swaps (purchases)	(1)	1	—	Cash Flow	Deferred inflow	–	MWh
Energy capacity futures	—	(13)	(13)	Cash Flow	Deferred outflow	(17,285,000)	KWm
Totals	$ 4	$ (15)	$ (11)				

Energy swaps and futures –The Authority sells energy swaps and futures to manage the revenue stream from forecasted merchant hydro generation through 2024. Net settlement receipts were $19.3 million and $5.8 million in 2020 and 2019, respectively.

The Authority purchases energy swaps to manage the cost of energy for the benefit of its NYC Governmental Customers. Net settlement- payments in 2020 were $4.0 million. There were no settlements in 2019.

Energy capacity futures – The Authority sells forward installed capacity futures intended to mitigate the volatility of market prices for transactions in the NYISO markets through 2024. Net settlement receipts were $0.9 million and $0.7 million in 2020 and 2019, respectively.

Non-energy commodities swaps – During 2020, the Authority sold certain non-energy commodities swap to mitigate volatilities of specific commodity market prices effecting rates in certain customers' energy supply contracts through 2021. Net settlement receipts were $2.5 million in 2020. There was no activity 2019.

Natural gas swaps – During 2020, the Authority purchased natural gas swaps to mitigate the volatility of market prices for fuel to operate certain electrical generation facilities in 2020. Net settlements payments were $0.6 million in 2020.

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 other nonoperating charges or credits in the statements of revenues, expenses and changes in net position. In 2020 and 2019, all derivative instruments were determined to be effective.

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 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, 2020, 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) which was enacted into law addresses, among other things, interest rate and energy related commodity swap transactions of the type in which the Authority engages. The requirements and processes are set forth in regulations promulgated by the Commodities Futures Trading Commission (CFTC). Pursuant to CFTC rules, the Authority, as a public entity and electric utility which uses swaps solely to manage its risk, is exempted from posting collateral beyond that of any existing credit support annexes in support of its open over-the-counter hedge positions. These CFTC rules are not anticipated to have significant impact on the Authority's liquidity and/or future risk mitigation activities. CFTC DF Act rules are continually being reviewed for updates and the Authority will continue to monitor their potential impact on the Authority's liquidity and/or future risk mitigation activities.

(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 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, 2020 and December 31, 2019:

	Fair Value Measurements (in millions)			
December 31, 2020	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
Cash and cash equivalents	$ 947	$ 947	$ -	$ -
Treasury bills	18	18	-	-
Treasury notes	128	128	-	-
Federal Agency securities:				
FAMC	100	-	100	-
FHLMC	147	-	147	-
FHLB	16	-	16	-
FFCB	75	-	75	-
Municipal Bonds	70	-	70	-
All other	3	3	-	-
Total cash and investments at fair value	1,504	1,096	408	-
Derivative instruments:(a)				
Energy capacity futures	2	-	2	-
Total derivative assets at fair value	2	-	2	-
Total assets at fair value	$ 1,506	$ 1,096	$ 410	$ -
Liabilities				
Derivative instruments:(a)				
Energy capacity futures	$ 13	$ -	$ 13	$ -
Total derivative liabilites at fair value	13	-	13	-
Total liabilities at fair value	$ 13	$ -	$ 13	$ -

	Fair Value Measurements (in millions)			
December 31, 2019	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
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	855	153	702	-
Derivative instruments:(a)				
Energy capacity futures	5	-	5	-
Total derivative assets at fair value	5	-	5	-
Total assets at fair value	$ 860	$ 153	$ 707	$ -
Liabilities				
Derivative instruments:(a)				
Energy swaps	$ 1	$ -	$ 1	$ -
Total derivative liabilites at fair value	1	-	1	-
Total liabilities at fair value	$ 1	$ -	$ 1	$ -

(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, 2020 and 2019, the Authority determined that nonperformance risk would have no material impact on the financial position or results of operations.

(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% 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% 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, 2020 was 15%. The average contribution rates relative to payroll for the NYSLERS fiscal years ending March 31, 2021 and 2022 have been set at approximately 15% and 16%, respectively. The required contributions for 2020 was $30 million and $29 million for 2019. 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, 2020, the Authority reported a liability of $203 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, 2020 (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, 2020, the Authority's proportion percentage (0.671%) of the net pension liability remained the same as its proportion measured as of March 31, 2019 (0.671%). The Canal Corporation's proportionate share was 0.097% at March 31, 2020 and 0.083% at March 31, 2019.

For the year ended December 31, 2020 and 2019, the Authority recognized pension expense of $69 million and $35 million, respectively. At December 31, 2020, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows	Deferred Inflows
	(In millions)	
Difference between expected and actual experience	$ 12	$ –
Net difference between projected and actual earnings on investments	103	–
Change of assumptions	5	4
Net difference between employer contributions and proportionate share of contributions	4	3
Employer contributions subsequent to the measurement date	30	–
Total	$ 154	$ 7

The $30 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, 2021. 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,	
2021	$ 20
2022	30
2023	38
2024	30
Total	$ 118

Actuarial Assumptions

The NYSLERS total pension liability at March 31, 2020 was determined by using the NYSLERS actuarial valuation as of April 1, 2019 with updated procedures to roll forward the NYSLERS total pension liability to March 31, 2020. The following actuarial assumptions were used for the April 1, 2019 NYSLERS actuarial valuation:

Actuarial cost method:	Entry age normal
Inflation rate:	2.5%
Salary increases:	4.2% annually
Investment rate of return:	6.8% 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-2018.

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. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Long-Term Expected Rate of Return

Asset Type	Target Allocation	Long-term Expected Real Rate
Domestic Equity	36%	4.05%
International Equity	14	6.15
Private Equity	10	6.75
Real Estate	10	4.95
Absolute Return	2	3.25
Opportunistic Portfolio	3	4.65
Real Asset	3	5.95
Bonds and Mortgages	17	0.75
Cash	1	0.00
Inflation Indexed Bonds	4	0.50
	100%	

Discount Rate

The discount rate used to calculate the total pension liability was 6.8%. 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 6.8 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 (5.8 percent) or one percentage point higher (7.8 percent) than the current rate:

	1% Decrease	Current Assumption	1% Increase
Discount rate	5.8%	6.8%	7.8%
The Authority's proportionate share of the net pension liability (asset)	$ 373 million	$ 203 million	$ 47 million

The NYSLERS actuary has not recommended any future changes to the actuarial assumptions used in the NYSLERS August 2020 actuarial valuation report.

(11) Postemployment Benefits Other Than Pensions, Deferred Compensation and Savings

(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 plan participants. The funding of the Power Authority's OPEB Trust is at the discretion of management. Changes to the Power Authority OPEB Plan or OPEB Trust agreement are approved by the Board of Trustees. The Power Authority made contributions on a pay-as you go basis in 2020 and 2019 and did not contribute any amount beyond these contributions to the OPEB Trust.

As of the December 31, 2020, 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	1,789
Inactive employees and beneficiaries, receiving and or entitled to benefits	2,798
Total	4,587

OPEB Expense and Deferred Outflows of Resources and Deferred inflows of Resources Related to OPEB

For the year ended December 31, 2020, the Authority recognized OPEB expense credit of $(8.9) million. At December 31, 2020, the Authority reported 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 and actual experience	$ 2	$ –
Changes in assumptions	–	60
Differences between projected & actual investment earnings	46	87
Employer contributions subsequent to the measurement date	25	–
Total	$ 73	$ 147

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 as a credit in OPEB expense as follows:

Year ending December 31,	(In millions)
2021	$ (23)
2022	(23)
2023	(13)
2024	(40)
	$ (99)

Net OPEB Liability

The Authority's net OPEB liability (asset) was measured as of December 31, 2019 based on valuation results as of that date. The Authority's net OPEB asset of $169 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, 2019.

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB (Asset)
	Increase (Decrease) (In millions)		
Balance – beginning of year	$ 560	$ 565	$ (5)
Service Cost	13	–	13
Interest	39	–	39
Differences between expected and actual experience	2	–	2
Changes of Assumptions	(72)	–	(72)
Contributions – employer	–	25	(25)
Net investment income	–	123	(123)
Benefit payments	(25)	(25)	–
Administrative expense	–	(2)	2
Net changes	(43)	121	(164)
Balance – end of year	$ 517	$ 686	$ (169)

The components of the net OPEB asset at December 31, 2020, were as follows (in millions):

Total OPEB liability	$ 542
Plan fiduciary net position	(728)
Net OPEB (Asset)	$ (186)
Plan fiduciary net position as a percentage of the total OPEB liability	134%

Actuarial Assumptions

The total OPEB liability in the December 31, 2019 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%
Healthcare Cost Trend Rates:	Pre-Medicare - 7.0 percent for 2020, decreasing 0.5 percent per year to an ultimate rate of 4.5 percent for 2025 and later years. Post-Medicare – 4.9 percent for 2020, decreasing to an ultimate rate of 4.5 percent for 2025. Prescription drugs (Rx) – 7 percent for 2020, decreasing to an ultimate rate of 4.5 percent for 2025.
Salary increases:	Varies by service, average of 8.0 percent for first year of service, 4.5 percent for 5years of service, 3.8 percent for 10 years of service, 3.3 percent for 15 years of service, and 3.0 percent for 20 years or more of service.
Mortality:	The General Pub-2010 headcount weighted tables were used for active employees and healthy retirees and dependents, while the corresponding Contingent Survivor mortality tables were used for current surviving spouses and the corresponding Disabled Retiree mortality tables were used for disabled participants. To project mortality improvement for years after 2010, the MP-2019 Projection Scale is applied on a fully generational basis 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 %	6.8 %
International Equity	24	7.5
Fixed Income	30	3.3
Real Estate	6	6.5
Cash	3	2.4
Total	100 %	

Rate of Return

For the year ended December 31, 2020, the annual money-weighted rate of return on investments, net of investment expense, was 6.53 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)	$ (100) million	$ (169) million	$ (225) 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)	$ (225) million	$ (169) 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) retire 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 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, 2019 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)	397
Inactive employees and beneficiaries, receiving and or entitled to benefits	524
Total	921

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 $9.0 million, for the year ended December 31, 2020. 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	$ –	$ 6
Changes in assumptions	8	35
Employer contributions subsequent to the measurement date	7	–
Total	$ 15	$ 41

The $7 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 as a credit in OPEB expense as follows:

Year ending December 31,	(in millions)
2021	$ (7)
2022	(7)
2023	(11)
2024	(8)
	$ (33)

Total OPEB Liability

The Canal Corporation's total OPEB liability was measured as of December 31, 2019, based on a no gain or loss rollforward of the May 1, 2020 valuation. The Canal Corporation's total OPEB liability is recorded 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, 2019.

	Total OPEB Liability Increase (Decrease) (in millions)

Balance – beginning of year	$	226
Changes for the year:		
Service cost		8
Interest		8
Changes of benefit terms		–
Differences between expected & actual experience		(8)
Changes of assumptions		(30)
Benefit payments		(6)
Net Changes in Total OPEB Liability		(28)
Balance – end of year	$	198

Actuarial Assumptions

The total OPEB liability in the December 31, 2019 biennial actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Healthcare Cost Trend Rates:	Pre-Medicare - 5.75 percent for 2020, decreasing to an ultimate rate of 4.5 percent for 2026 and later years. Post-Medicare – 4.9 percent for 2020, decreasing to an ultimate rate of 4.5 percent for 2025. Prescription drugs (Rx) – 7.0 percent for 2020, decreasing to an ultimate rate of 4.5 percent for 2025.
Salary increases:	Varies by service, 8.0 percent for first year of service, 4.5 percent for 5 years of service, 3.8 percent for 10 years of service, 3.3 percent for 15 years of service, and 3.0 percent for 20 years or more of service.
Mortality:	The General Pub-2010 headcount weighted tables were used for active employees and healthy retirees and dependents, while the corresponding Contingent Survivor mortality tables were used for current surviving spouses and the corresponding Disabled Retiree mortality tables were used for disabled participants. To project mortality improvement for years after 2010, the MP-2019 Projection Scale is applied on a fully- generational basis to the base rates.

Discount Rate

The discount rate at the measurement date used to calculate the total OPEB liability is 3.26%. The discount rate is based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 31, 2019. Benefit payments are funded on a pay-as-you go basis. The discount rate at the previous measurement date is 3.64% based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 31, 2018.

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 (2.26 percent) or 1 percentage point higher (4.26 percent) than the current discount rate:

	1% Decrease (2.26%)	Current Discount Rate (3.26%)	1% Increase (4.26%)
Total OPEB Liability	$ 232 million	$ 198 million	$ 170 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	$ 169 million	$ 198 million	$ 234 million

Amendment to the Authority's OPEB Trust

Prior to 2021, an OPEB Trust was established to pay benefits for those covered under the Authority's OPEB Plan. The Canal Retiree Health Plan operated on a pay-as-you-go basis, as no OPEB Trust existed for this plan. Effective January 2021, the Board approved an amendment to the Authority's OPEB Trust allowing the trust to be used to pay benefits for both the Authority's OPEB Plan and the Canal Retiree Health Plan. This change has been reflected as of the December 31, 2020 measurement date for Fiscal Year 2021 reporting, with both plans being accounted for as a single plan under GASB 75. The trust amendment resulted in an increase in the discount rate used for the Canal Plan liabilities to 7.00% as of the December 31, 2020 measurement date; if this change had not occurred, a rate of 1.93% would have been selected.

(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 $4.1 million and $3.5 million for 2020 and 2019, 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).

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, 2020 and 2019, the pre-1983 spent fuel liability for JAF and IP3 totaled $229 million and $228 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 $594 million for the period from August 2011 to December 2020 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, 2020 totaling approximately $60 million. Operations and maintenance expenses included $30 million of residential consumer discounts in each year ended December 31, 2020 and 2019.

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.

The Authority's Trustees have approved the release of up to $66 million in net earnings, calculated for the period August 30, 2010 through December 31, 2020 as provided in the legislation, for deposit into the WNYED Fund. As of December 31, 2020, approximately $43 million has been deposited into the Fund. As of December 31, 2020, the Authority has approved awards of Fund money totaling approximately $38 million to businesses that have proposed eligible projects and has made payments totaling $35 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, 2020, the Authority's Trustees approved the release of funds, of up to $15 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, 2020. As of December 31, 2020, approximately $5 million has been deposited into the Fund. As of December 31, 2020, the Authority has approved awards of NNYED Fund money totaling approximately $2 million to businesses that have proposed eligible projects has made payments totaling approximately $1 million to such businesses. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

Economic Development Customer Assistance Program

Based upon the current economic conditions relating to COVID-19, the Authority's Trustees on March 31,2020 approved two temporary measures to provide financial relief to its customers in the Authority's Economic Development Power Programs (Recharge New York, Western New York, Expansion Power & Replacement Power, and Preservation Power programs) that are subject to the Annual Adjustment Factor ("AAF"). 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. Each of the Economic Development Power Programs require a commitment from the recipients of job growth within their business, job retention and/or capital commitment.

These two temporary measures include (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. As of December 31, 2020, 373 customers have applied for this program resulting in interest free deferred payments of approximately $50 million with no corresponding increase in interest rates.

(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 (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 into a long-term power supply contract with Astoria Energy II LLC for the purchase of all the output of Astoria Energy II, a new 550-MW plant, which entered into commercial operation on July 1, 2011 in Astoria, Queens. The delivery period under the contract is through 2031. The Authority entered into a separate contract with its' New York City Governmental Customers to purchase the output of Astoria Energy II and is coterminous with the power purchase agreement with Astoria Energy II LLC. All net costs of the Authority under the power purchase agreement with Astoria Energy II LLC pass through to the New York City Governmental 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 $1,034 billion as of December 31, 2020 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, 2020, the Authority has a recorded capital asset (net of depreciation) of $651 million and a regulatory asset with respect to the recoverable cost associated with the lease obligation of $383 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 Expansion 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 2020, the Authority estimated that its under-recovery of costs for the Line could be in the range of approximately $106 million to $111 million per year over the period from 2021-2024. 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 2020, the Authority has paid approximately $129.6 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 a significant share 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 projected RTEP allocations to HTP.

While PJM had determined that the Authority had no RTEP payment responsibility starting in 2018 as a result of HTP's FTWR relinquishment, in 2020, FERC reversed PJM's determination over the Authority's objections, and held that a portion of the RTEP charges assignable to the HTP facility dating back to 2018 had to be reinstated as they were unrelated to whether HTP had retained FTWRs. These reinstated RTEP charges were for projects other than the Bergen Linden Corridor project. FERC authorized PJM to begin collection for the back periods starting in August 2020. In 2020, the Authority's incurred $33 million of which $20 million in RTEP charges were retroactive to 2018 and 2019 and $13 million for 2020. In addition, the Authority will accrue approximately $1.1 million per month effective 2021 through the term of the agreement which ends in 2033. Depending on PJM TO's Annual Revenue Requirement, the RTEP charges could trend downward during the out years. The Authority is contesting the ruling.

(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. The Authority is in continuing settlement discussions with some of the parties to the St. Regis litigation.

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, 2020 and December 31, 2019, the consolidated statements of net position includes approximately $19 million, in other long-term assets, reflecting the cost of damages net of insurance

recoveries. As of February 2021, the Authority recovered $9.2M of its damages through legal proceedings and believes that it will recover the remainder through 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.

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 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

As a result of budget legislation enacted in February 2009, the Authority was authorized to provide, subject to Trustee approval, temporary asset transfers to the State of certain funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (the "MOU") between the State and the Authority, the Authority transferred to the State in 2009 $103 million of funds set aside for future construction projects ("Asset A") and $215 million of funds associated with its Spent Nuclear Fuel Reserves ("Asset B"). The Authority subsequently executed amendments to the MOU in 2014 and 2017 that extended the return date for Asset A and Asset B and provided for the return of the Assets in installments over several years, subject to annual appropriation by the State Legislature. In the Second Amendment to the MOU in 2017, 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 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. Asset A was returned to the Authority in 2018.

As of December 31, 2020 and 2019, the Authority has received cumulative installment payments of $86 million on the return of Asset B. Pursuant to the amended MOU, the remaining portion of Asset B ($129 million) is to be returned by the State in installments from 2021-2023, subject to annual appropriation by the State Legislature. The asset transfers are reported in miscellaneous receivables and other ($43 million as of December 31, 2020 and December 31, 2019) and in other noncurrent assets ($86 million at December 31, 2020 and December 31, 2019, respectively) in the statements of net position. In February 2021, the Authority received a $43 million installment payment for State Fiscal Year 2020-21.

(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, 2020, the balance in the recorded liability associated with the Niagara relicensing on the statement of net position is $223 million ($19 million in current and $204 million in other noncurrent liabilities). 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

In 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*

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 St. Lawrence-FDR Power Project No. 2000 Relicensing Agreement ("LGTFSA") between the Authority and the Local Government Task Force ("LGTF") provided 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 in 2015 in which the Authority agreed to commit and the Trustees authorized 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. In 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, 2020, the Authority has spent approximately $30 million of the $45.1 million authorized by the Trustees for the purpose of implementing the commitments in the LGTF 10-Year Review Agreement.

(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. The Authority has spent approximately $1.9 million through December 31, 2020. The Authority has established 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, 2020, the recorded a liability of the Blenheim-Gilboa Pumped Storage Power Project relicensing is approximately $21 million.

(i) *Construction Contracts and Net Operating Leases*

Estimated costs to be incurred on outstanding contracts in connection with the Authority's construction programs aggregated approximately $1.0 billion at December 31, 2020.

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, 2020 and 2019 was $6.5 million and $5.6 million, respectively. Commitments under noncancelable operating leases are as follows:

	Total	2021	2022	2023	2024	2025	Thereafter
				(In millions)			
Operating leases	$ 7.6	1.8	1.7	1.5	1.1	0.6	0.9

(j) *Other Developments*

Marcy to New Scotland Upgrade Project

Authority executed a Memorandum of Understanding ("MOU") with North America Transmission ("NAT") to develop and submit proposals to the solicitation. The 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 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 a petition for incentive rate treatment with the Federal Energy Regulatory Commission ("FERC") pursuant to FERC's regulations Section 219 of the Federal Power Act. FERC granted the Authority's its requested incentive rates effective November 21, 2019 inclusive of a 9.45% return on equity. The Commission approved the Article VII Certificate and first EM&CP on January 21, 2021. Ultimately, the upgraded transmission lines and new substations 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 January 2021, the Authority's Trustees approved a capital expenditure of approximately $208.3 million for Segment A. Prior to this the Trustees approved a total of $31 million in capital expenditures for the Project. In December 2019, the Authority's Trustees approved a capital commitment of $275 million for the Segment A project. As of December 31, 2020, the Authority has spent approximately $11.2 million.

In July 2020, the Trustees approved the Authority's request to exercise its 37.5% purchase option. LS Power transferred its project assets and assigned the participation agreement to LS Power Grid New York Corporation I (LS Corp.) on January 27, 2020. A development agreement relating to Segment A among the NYISO, LS Corp. and the Authority was executed on February 3, 2020, filed with FERC on March 4, 2020 and accepted for filing by FERC on April 16, 2020. The Authority expects its costs of the Segment A project to be recovered through FERC's cost-recovery mechanism outlined in the NYISO tariff.

BuildSmart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent by April 2020– 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 EO88 by accelerating priority improvements in energy performance. The Authority has offered to provide low-cost financing for this initiative for state owned buildings. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. In addition, as provided for in EO88, 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. At the conclusion of EO88 on April 1, 2020, the Authority has in aggregate provided approximately $679 million in financing for the energy efficiency projects at State agencies and authorities covered by EO88.

BuildSmart 2025

Build Smart 2025 is New York State's program for aggressively pursuing energy efficiency savings in New York State owned and occupied buildings of 11 TBtu by December 31, 2025 while advancing economic growth, environmental protection, and energy security in New York State. Build Smart 2025 expands and continues the requirements of Build Smart NY to assist State entities in meeting statutory requirements established by the Climate Leadership and Community Protection Act (CLCPA), that "all state agencies shall assess and implement strategies to reduce their greenhouse gas emissions".

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 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. The Authority and NYSERDA executed an additional agreement covering a nine-year period from April 1, 2020 to April 1, 2029 under which the Authority committed to purchase ZECs in a quantity based on its proportional load in the New York control area, subject to certain adjustments. As of December 31, 2020, the Authority estimates that it will incur ZEC purchase costs associated with participation in the ZEC program of approximately $320.6 million in aggregate over the 2021-2024 period, of which approximately $21.5 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order. As of December 31, 2020, the Authority has paid $193.1 million in ZEC purchase costs.

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 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. Costs to the Authority are estimated at $20 million over the initial three-year period, which has been extended to five years, and are not expected to exceed $40 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, 2020, approximately $5.5 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, 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. Part Two of the Environmental Management & Construction Plan was approved in July 2020, with construction beginning immediately after the approval in July 2020. Part Three of the Environmental Management and Construction Plan was approved in September 2020 with construction beginning in October 2020. The remaining approvals will follow through the end of this year and construction will begin in 2021. Part Four of the Environmental Management and Construction Plan was approved in December 2020 with construction to begin in April 2021. The Authority estimates a project cost of $484 million through project completion in 2023. As of December 31, 2020, the Authority has spent approximately $124 million on Moses Adirondack project, which commenced in 2020.

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, 2020, the Authority has approved up to $46.3 million in funding. As of December 31, 2020, the Authority has disbursed approximately $38.8 million.

Electric Vehicle Acceleration Initiative

In 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. The Authority will own and operate a charging network of 800 DC fast chargers across the State, with 25 fast chargers in operation in 2020. As of Dec 31, 2020, approximately $8.2 million has been spent.

(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, 2020, the Canal Corporation recognized $1.8 million in

revenues, $83 million in operations and maintenance expenses and $27 million in depreciation expense. 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.

(15) Impact of COVID-19 Pandemic

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 COVID-19 accelerated throughout New York State the Authority paused all non-essential efforts temporarily and focused on maintaining core operations, keeping its workforce safe and preserving cash. As the year progressed and safety precautions implemented, the Authority methodically un-paused in field construction efforts. Significant construction was able to continue on many of the Authority's major capital projects.

To support the resiliency of the generation and transmission facilities of the Authority for the people of the State 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 2021.

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 have an adverse impact on the Authority's, financial position, results of operations, supply chains and customers. The effects of the pandemic on the Authority's financial performance or operations could be material.

As of December 31, 2020, the Authority incurred costs totaling $30 million in response to the pandemic ranging from critical employee sequestration and sanitization/cleaning supplies to facility protective measures and equipment for a remote workforce. Per the current federal and state regulations it is anticipated that the Authority is eligible for a total reimbursement of approximately $10 million.

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)

	2020	2019	2018
Total OPEB liability			
Service cost	$ 13	$ 15	$ 13
Interest	37	40	37
Change of benefit terms	–	–	–
Differences between expected and actual experience	–	–	–
Change of assumptions	–	–	–
Benefit payments	(25)	(25)	(25)
Net change in total OPEB liability	25	30	25
Total OPEB liability - beginning	517	560	535
Total OPEB liability – ending	$ 542	$ 590	$ 560
Plan fiduciary net position			
Contributions – employer	25	25	25
Net investment income	46	123	(36)
Benefit payments	(25)	(25)	(25)
Administrative expense	(4)	(2)	(2)
Net change in plan fiduciary net position	42	121	(38)
Plan fiduciary net position – beginning	686	565	603
Plan fiduciary net position - ending	$ 728	$ 686	$ 565
Net OPEB liability / (asset) - ending	$ (186)	$ (96)	$ (5)
Plan fiduciary net position as a percentage of the total OPEB liability	134%	116%	101%
Covered-employee payroll	$ 199	$ 188	$ 182
Total OPEB liability as a percentage of covered-employee payroll	272%	314%	307%
Net OPEB liability / (asset) as a percentage of covered-employee payroll	(93)%	(51)%	(3)%

Notes to schedule:

The amounts presented for 2020 were determined based on a no gain loss roll-forward of the Power Authority OPEB Plan's December 31, 2019 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, expect 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)
2020	$ 25	$ 25	$ –	$ 199	13%
2019	25	25	–	193	13%
2018	25	25	–	182	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%

Notes to schedule:

Contributions: The Power Authority made contributions on a pay as you go basis in 2020 and 2019 and did not contribute any amount beyond the contractually / actuarially required amounts.

Valuation date: 12/31/2019

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 from expected are recognized over the average remaining service lives of all participants in the plan.

Asset Valuation: Market Value

Per Capita Claims: Developed using 2020 projected funding rates using NYPA claims experience from January 1, 2018 through December 31, 2019.

Salary increases: Varies by service, 8.0 percent for first year of service, 4.5 percent for 5 years of service, 3.8 percent for 10 years of service, 3.3 percent for 15 years of service, and 3.0 percent for 20 years or more of service.

Participation rates: Assumed 100% of future retirees who meet the eligibility requirements will participate in the OPEB plan.

Discount rate: 7.0%

Mortality: The General Pub-2010 headcount weighted tables were used for active employees and healthy retirees and dependents, while the corresponding Contingent Survivor mortality tables were used for current surviving spouses and the corresponding Disabled Retiree mortality tables were used for disabled participants. To project mortality improvement for years after 2010, the MP-2019 Projection Scale is applied on a fully- generational basis 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

Year Ending December 31,	Annual money-weighted rate of return, net of investment expense
2020	6.53%
2019	21.40%
2018	(6.30)%
2017	16.70%
2016	7.00%
2015	0.41%
2014	3.99%
2013	20.41%
2012	12.57%
2011	1.43%

Note:

This schedule is intended to present 10 years of data.

Average rate of return over ten-year period was 8.1%.

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)

	2020	2019	2018
Total OPEB liability			
Service cost	$ 8	$ 9	$ 7
Interest	8	7	8
Change of benefit terms	–	–	–
Differences between expected and actual experience	(8)	–	–
Change of assumptions	(30)	(18)	20
Benefit payments	(6)	(6)	(6)
Net change in total OPEB liability	(28)	(8)	29
Total OPEB liability - beginning	226	234	205
Total OPEB liability – ending	$ 198	$ 226	$ 234
Total OPEB liability - ending	$ 198	$ 226	$ 234
Covered-employee payroll	$ 26	$ 25	$ 24
Total OPEB liability as a percentage of covered-employee payroll	762%	904%	975%

Notes to Schedule:

Changes of assumptions reflect the effect of the Further Consolidated Appropriations Act, which was signed on December 20, 2019, repealed the Cadillac Tax. As a result of this, the tax was no longer considered in the liabilities presented herein. This resulted in a decrease in liabilities.

The per capita cost assumptions for the Empire Plan were updated to reflect claims experience through 2019. The EGWP subsidy assumption and HMO plans' cost assumptions were updated based on the report Development of Recommended Actuarial Assumptions for Other Post Employment Benefit Plans Actuarial Valuations – Participating Employer Version for New York State/SUNY produced by Aon in June of 2019. In addition, premiums were updated for the 2020 calendar year. These updates resulted in a decrease in liabilities.

The mortality assumptions were updated to the Pub-2010 Public Retirement Plans Mortality Tables, projected forward on a fully-generational basis with the MP-2019 Mortality Improvement Scale in order to reflect the data published by the Society of Actuaries (SOA) in 2019. The prior valuation used gender distinct pre- and post-commencement rates based on experience under the NYSLRS (New York State and Local Retirement System). This update resulted in a decrease in liabilities.

The discount rate at the measurement date used to calculate the total OPEB liability is 3.26%. The discount rate is based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 31, 2019. Benefit payments are funded on a pay-as-you go basis. The discount rate at the previous measurement date is 3.64% based on the S&P Municipal Bond 20 Year High Grade Rate Index as of December 31, 2018

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedules Relating to the Employees' Retirement System Pension Plan

($ in millions, expect percentages)

Schedule of Proportionate Share of the Net Pension Liability

As of March 31,	Proportion of the Net Pension Liability (Asset) Percentage	Proportionate Share of the Net Pension Liability (Asset)	Covered Employee Payroll	Proportionate Share of the Net Pension Liability (Asset) as a percentage of Covered Payroll	Plan Fiduciary Net Position as a percentage of the Total Pension Liability
2020	0.77%	$ 203	$ 219	92.8%	86.4%
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

Year Ending December 31,	Actuarially Required Contribution	Actual Contribution	Contribution (Excess) Deficiency	Covered Employee Payroll	Contribution as a Percentage of Covered Payroll
2020	$30	$30	$–	$219	14%
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

KPMG LLP
345 Park Avenue
New York, NY 10154-0102

DRAFT

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, 2020 and 2019, 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, 2021.

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) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion 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 consolidated financial statements. 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.

New York, New York
March 30, 2021

Exhibit B

New York Power Authority
Consolidated Net Income - Actual vs. Budgeted
For The Year ended December 31, 2020
($ in millions)

	Actual	Budget	Variance Favorable/ (Unfavorable)
Operating Revenues			
Customer	$ 1,613	$ 1,816	$ (203)
NYISO Market Revenues	652	764	(112)
	2,265	**2,580**	**(315)**
Operating Expenses			
Purchased Power	484	671	187
Fuel Consumed - Oil & Gas	109	159	50
Wheeling	650	644	(6)
Operations & Maintenance	683	710	27
Depreciation & Amortization	258	262	4
	2,184	**2,446**	**262**
Operating Income	**81**	**134**	**(53)**
Nonoperating Revenues			
Investment Income	26	28	(2)
	26	**28**	**(2)**
Nonoperating Expenses			
Interest and Other Expenses	124	121	(3)
	124	**121**	**(3)**
Net Income	**$ (17)**	**$ 41**	**$ (58)**

The Authority had a net loss of $17 million for the year ended December 31, 2020, compared to net income of $41 million, a decrease of $58 million. The 2020 decrease in net income compared to budget was primarily due to lower operating income of ($53 million) resulting from lower market-based energy sales due to lower market prices and the pass through of lower power costs to customers as well as lower customer consumption as a result of the COVID-19 pandemic environment, lower investment income ($2 million) due to lower rates, and lower interest expense ($3 million) due to lower debt related costs.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

March 30, 2021

4h. Governance Committee Report: (Chair Dennis Trainor)

[Oral Report Only]

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES AND CANAL CORPORATION BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Annual Review and Approval of Guidelines for Disposal of Personal Property and Expenditure Authorization Procedures**

SUMMARY

The Trustees and Canal Corporation Board of Directors ("Board") are requested to approve the changes to NYPA and Canal Corporation's ("Canal") Guidelines for Disposal of Personal Property (Exhibits "A" and "C") and Expenditure Authorization Procedures ("EAPs") (Exhibits "B" and "D").

The Governance Committee at their March 30, 2021 meeting adopted a resolution recommending that the Trustees and Board adopt the aforementioned.

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 Guidelines have been amended as deemed advisable and necessary, and reviewed and approved annually by the Board since that date, most recently on December 9, 2020.

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).

Article VII, Section 5 of the Authority's By-Laws requires that the Trustees adopt expenditure authorization procedures which, among other things, govern contract approval authorizations and executions, delegation of approval for claims settlements and payment for real estate. The EAPs were last revised in 2018 with the Chairman's approval.

DISCUSSION

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

no changes to the Guidelines for Disposal of Personal Property as detailed in Exhibit “A” for NYPA and Exhibit “C” for Canal Corporation.

Since the full Board of Trustees last approved EAPs in 2018, good governance dictates that these revised EAPs be presented for Board approval. The Expenditure Authorization Procedures have been amended as deemed advisable and necessary as detailed in Exhibits “B” and “B-1” for NYPA and Exhibits “D” and “D-1” for Canal Corporation.

FISCAL INFORMATION

There will be no financial impact on the Authority or the Canal Corporation.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Trustees and Board approve the Guidelines for Disposal of Personal Property and the Expenditure Authorization Procedures, as amended.

The Governance Committee at their March 30, 2021 meeting recommended that the Trustees and Board adopt the aforementioned.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to Section 2879 of the Public Authorities Law and the Authority's and Canal's Guidelines for the Disposal of Personal Property (Exhibits "A" and "C"), and the Authority's and Canal's Expenditure Authorization Procedures (Exhibits "B" and "D"), 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 and Canal's 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.

Company Policy Title:

NYPA Guidelines for the Disposal of Personal Property

Policy Number:

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

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.

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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)

_____

_____

_____

_____
Authorized Signature

_____
Full Name (printed)

_____
Title

Seller:
Power Authority of the State of New York

123 Main Street

White Plains, NY 10601

_____
Authorized Signature

_____
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:

NYPA Expenditure Authorization Procedures

Exhibit B
March 30, 2021

Policy Number:

CP 3-3

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
3/30/2021	2	Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for adjustments to authorization limits and titles.		John Canale, Vice President, Strategic Supply Management
5/31/2019	1	Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for clarity and ease of use.		Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence
3/27/2018	0	Converting approved 2018 NYPA Expenditure Authorization Procedures ("EAP's") to e-scribe format. Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees).	N/A	Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence

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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.

EXPENDITURE AUTHORIZATION PROCEDURES

1. Purpose

These Expenditure Authorization Procedures ("EAPs") set forth the policy of the New York Power Authority ("NYPA") regarding approval authority applicable to requisitions for Procurement and Non-Procurement Contracts and the execution of contract documents. These EAPs govern purchasing activities as defined in NYPA's Guidelines for Procurement Contracts ("Procurement Guidelines"). Certain contracts such as financial contracts, fuel contracts and contracts concerning the sale of energy have separate and distinct authorization guidelines and are not covered under these EAPs.

2. Definitions

A. "**Procurement Contracts**" are fully defined in the Procurement Guidelines and include contracts for the acquisition of goods or services necessary to support NYPA's offices and operations in the actual or estimated amount of five thousand dollars or more.

B. "**Non-Procurement Contracts**" are fully defined in the Procurement Guidelines and include contracts for energy, capacity, ancillary services, transmission, distribution or related services in support of providing service to NYPA customers, contracts for differences, financial hedge contracts and credit rating services. Additionally, Non-Procurement Contracts include contracts for the direct placement of advertisements, subscriptions, fees or tuition, funding agreements, grants, memberships, etc, as more fully set forth in the Procurement Guidelines.

C. "**Personal Service Contracts**" are procurement contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors for a fee or other compensation which include, but are not limited to, accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by a consultant for NYPA) and construction management contracts.

D. "**Low Bidder**" generally refers to a contract award recommendation or award on the basis of being the lowest priced qualified bidder submitting a proposal that meets the commercial and technical requirements of the bid documents.

E. "**Best Value**" generally refers to a contract award recommendation or award of a contract for services on the basis of optimum quality, cost and efficiency among commercially and technically qualified responsive and responsible offerors.

F. "**Single Source**" refers to a procurement in which NYPA, 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.

G. "**Sole Source**" refers to a procurement in which only one offeror is capable of supplying the required goods and services.

H. "**Non-competitive**" refers to a procurement, as more fully set forth in the Procurement Guidelines, in which a contract award recommendation or award is not made on the basis of being the Low Bidder or Best Value, nor is it awarded on a Single Source or Sole Source basis.

For a more detailed and full listing of definitions, including definitions for non-personal services, construction, equipment and non-procurement contracts, please refer to the Procurement Guidelines. All Single / Sole Source or Non-competitive award required written justification and approval by the VP, SSM at a minimum (also refer to the Guidelines for Procurement Contracts Sections 3.H, N and O.)

EXPENDITURE AUTHORIZATION PROCEDURES

APPROVAL LIMITS APPLICABLE TO REQUISITIONS FOR PROCUREMENT AND NON-PROCUREMENT CONTRACTS WITH THE EXCEPTION OF PERSONAL SERVICES CONTRACTS

	AWARD BASIS IS: LOW BIDDER or BEST VALUE [1]		AWARD BASIS IS: NON-COMPETITIVE, SOLE or SINGLE SOURCE		CUMULATIVE CHANGE ORDER LIMIT [2]	
FIRST LINE SUPERVISOR / SITE ENGINEER	TO	$5,000	TO	$5,000	TO	$5,000
SENIOR CONSTRUCTION ENGINEER or SENIOR ON-SITE NYPA EMPLOYEE	TO	$25,000	TO	$25,000	TO	$25,000
FACILITY SUPERINTENDENT, MANAGER or SENIOR MANAGER	TO	$100,000	TO	$50,000	TO	$50,000
PROJECT MANAGER or PROGRAM MANAGER	TO	$500,000	TO	$250,000	TO	$125,000
DIRECTOR or SENIOR DIRECTOR	TO	$2,000,000	TO	$1,000,000	TO	$250,000
REGIONAL MANAGER	TO	$3,000,000	TO	$1,000,000	TO	$750,000
VICE PRESIDENT	TO	$3,000,000	TO	$1,000,000	TO	$750,000
SENIOR VICE PRESIDENT	TO	$5,000,000	TO	$1,000,000 [3]	TO	$1,000,000
CHAIR, PRESIDENT, COO or EXECUTIVE VICE PRESIDENT	TO	$10,000,000	TO	$10,000,000	TO	$6,000,000
TRUSTEES [4]	OVER	$10,000,000	OVER	$10,000,000	OVER	$6,000,000

(1) **"Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.**

(2) **Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the authorized value of a value contract target has been exceeded.**

(3) **Single and Sole Source Contracts valued or estimated at $1 million or greater require review for approval by the NYS Comptroller. Change Orders (competitively bid or non-competitively bid) valued or estimated at $1 million or greater or which change the overall value of a contract to $1 million or greater require NYS Comptroller notification.**

(4) **Trustees' approval is also required when:**

- **A. The term of a Non-Personal Services or Construction contract including any extensions or options, exceeds 1 year. Excludes equipment / goods.**
- **B. The initial term of less than 1 year for Non-Personal Services or Construction contracts extends beyond 1 year.**
- **C. Cumulative Change Orders exceed $6,000,000 million.**

EXPENDITURE AUTHORIZATION PROCEDURES

APPROVAL LIMITS APPLICABLE TO REQUISITIONS FOR PERSONAL SERVICES CONTRACTS

IF LESS THAN 1 YEAR AND AWARD BASIS IS:

	LOW BIDDER or BEST VALUE [1]		NON-COMPETITIVE, SOLE or SINGLE SOURCE		CUMULATIVE CHANGE ORDER LIMIT [2]	
FACILITY SUPERINTENDENT, MANAGER or SENIOR MANAGER,	TO	$50,000	TO	$25,000	TO	$25,000
PROJECT MGR. or PROGRAM MGR.	TO	$100,000	TO	$50,000	TO	$50,000
DIRECTOR or SENIOR DIRECTOR	TO	$100,000	TO	$50,000	TO	$50,000
REGIONAL MANAGER	TO	$500,000	TO	$250,000	TO	$125,000
VICE PRESIDENT	TO	$1,000,000	TO	$500,000	TO	$250,000
SENIOR VICE PRESIDENT	TO	$3,000,000	TO	$750,000	TO	$500,000
CHAIR, PRESIDENT, COO or EXECUTIVE VICE PRESIDENT	TO	$10,000,000	TO	$1,000,000	TO	$500,000
TRUSTEES [3]	OVER	$10,000,000	OVER	$1,000,000	OVER	$500,000

(1) **"Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.**

(2) **Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the authorized value of a value contract target has been exceeded.**

(3) **Trustees' approval is also required when:**

- **A. The term of a Personal Services contract, including any extensions or options, exceeds 1 year.**
- **B. The initial term of less than 1 year for a Personal Services contract extends beyond 1 year.**
- **C. Cumulative Change Orders exceed $500,000.**

EXPENDITURE AUTHORIZATION PROCEDURES

LIMITS FOR EXECUTION OF CONTRACT DOCUMENTS

OPERATING FACILITIES:			LIMIT:
FACILITY PURCHASING STAFF or FLEET CLERK	Procurement Contracts	TO	$5,000
SENIOR SITE BUYER	"	TO	$25,000
SITE MANAGER	"	TO	$100,000
REGIONAL MANAGER or DESIGNEE[1]	"	TO	$500,000
HEADQUARTERS:			
STRATEGIC / TRANSACTIONAL BUYER – SSM [2]	Procurement Contracts	TO	$50,000
SENIOR STRATEGIC BUYER – SSM	"	TO	$250,000
CATEGORY MANAGER – SSM	"	TO	$500,000
DIRECTOR – SSM	"	TO	$750,000
SENIOR DIRECTOR – SSM	"	TO	$1,000,000
VP – SSM [4]	"	TO	$25,000,000
CHAIR, PRESIDENT, COO or EVP	"	OVER	$25,000,000
VP – ENTERPRISE SHARED SERVICES	Real Estate Transactions	TO	$3,000,000
EVP – HR & ADMINISTRATION	Real Estate/Fleet Transactions	TO	$5,000,000
VP – COMMERCIAL OPERATIONS or SVP CLEAN ENERGY SOLUTIONS	Customer Project Agreement[3]	TO	$2,000,000
EVP AND CHIEF COMMERCIAL OFFICER	Customer Project Agreement[3]	OVER	$2,000,000
VP – COMMERCIAL OPERATIONS or SVP CLEAN ENERGY SOLUTIONS	Customer Agreement Ongoing Revenue[5]	TO	$2,000,000
EVP AND CHIEF COMMERCIAL OFFICER	Customer Agreement Ongoing Revenue[5]	OVER	$2,000,000

(1) All delegations of authority must be in writing.

(2) Strategic Supply Management (SSM).

(3) Customer Project Agreement - These authorizations apply to the Customer Installation Commitments, Customer Project Commitments, Master Energy Agreement Task Orders, Power Proceeds Awards, Industrial Incentive Awards and/or similar Customer agreement initiating a project, and the settlement of such Customer projects. Authorization applies to any VP in Commercial Operations.

(4) Certain contract documents, specifically Letters of Intent, Notices to Proceed, Non-Disclosure Agreements and Master Cost Recovery Agreements, require the authorization of the VP, SSM.

(5) Customer Agreement Ongoing Revenue – These authorizations apply to Customer Power Sales and similar agreements with ongoing revenues to NYPA. RNY Agreements associated with allocations approved by Trustees to be executed by SVP CES. Applies to Customer Agreements not subject to PAL 1009. Authorization applies to any VP in Commercial Operations.

CHANGE ORDER APPROVALS AND REBIDDING THRESHOLDS

1 . A) For contracts with initially approved amounts of **$100,000 or less,** rebidding will occur when the total cumulative value of change orders exceeds $25,000.

B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, Strategic Supply Management (SSM) for review and final approval.

2 . A) For contracts with initially approved amounts **exceeding $100,000,** rebidding will occur when the total cumulative value of change orders exceeds 25% of the original amount approved.

B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a memorandum explaining the need for additional funding in excess of original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review and approval. Cumulative change orders exceeding 25% of the original contract amount or exceeding $500K for personal services contracts or exceeding $6, 250,000 for procurement and non-procurement contracts (whichever is greater), require Trustee approval. The memorandum shall be signed in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review, followed by transmittal to the NYPA President, Chairman or Chief Operating Officer for approval, prior to obtaining Trustee approval.

3 . Rebidding should commence as soon as it is recognized that the contract value will exceed these thresholds, even if the term of the contract is not complete.

4. Once the approval of such additional funding is received from the Trustees, any subsequent increase in funding requires an additional memorandum for the approval of the Chair or Executive Vice President, until either the Trustees' approval is obtained or the contract is rebid.

5. Typical bases for additional funding include an "emergency condition" (as defined in the Authority's Guidelines for Procurement Contracts) which necessitates the additional funding; and a situation where it is impractical to rebid (e.g., a construction project where it would not be reasonable to change contractors or other reasons as provided for in the Authority's Guidelines for Procurement Contracts). Under- estimating the scope of a contract or failure to rebid in a timely fashion are not acceptable reasons for increased funding.

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
3/30/2021	2	Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for adjustments to authorization limits and titles.		John Canale, Vice President, Strategic Supply Management
5/31/2019	1	Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees). Updates proposed for clarity and ease of use.		Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence
3/27/2018	0	Converting approved 2018 NYPA Expenditure Authorization Procedures ("EAP's") to e-scribe format. Per the By-Laws of the Power Authority of the State of New York, Article VII, Section 5, the EAPs were adopted by resolution and are reviewed annually and approved (by the Trustees).	N/A	Diane Gil, Senior Director, Procurement Governance & Analytics Center of Excellence

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EXPENDITURE AUTHORIZATION PROCEDURES

1. Purpose

These Expenditure Authorization Procedures ("EAPs") set forth the policy of the New York Power Authority ("NYPA") regarding approval authority applicable to requisitions for Procurement and Non-Procurement Contracts and the execution of contract documents. These EAPs govern purchasing activities as defined in NYPA's Guidelines for Procurement Contracts ("Procurement Guidelines"). Certain contracts such as financial contracts, fuel contracts and contracts concerning the sale of energy have separate and distinct authorization guidelines and are not covered under these EAPs.

2. Definitions

A. "**Procurement Contracts**" are fully defined in the Procurement Guidelines and include contracts for the acquisition of goods or services necessary to support NYPA's offices and operations in the actual or estimated amount of five thousand dollars or more.

B. "**Non-Procurement Contracts**" are fully defined in the Procurement Guidelines and include contracts for energy, capacity, ancillary services, transmission, distribution or related services in support of providing service to NYPA customers, contracts for differences, financial hedge contracts and credit rating services. Additionally, Non-Procurement Contracts include contracts for the direct placement of advertisements, subscriptions, fees or tuition, funding agreements, grants, memberships, etc, as more fully set forth in the Procurement Guidelines.

C. "**Personal Service Contracts**" are procurement contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors for a fee or other compensation which include, but are not limited to, accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by a consultant for NYPA) and construction management contracts.

D. "**Low Bidder**" generally refers to a contract award recommendation or award on the basis of being the lowest priced qualified bidder submitting a proposal that meets the commercial and technical requirements of the bid documents.

E. "**Best Value**" generally refers to a contract award recommendation or award of a contract for services on the basis of optimum quality, cost and efficiency among commercially and technically qualified responsive and responsible offerors.

F. "**Single Source**" refers to a procurement in which NYPA, 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.

G. "**Sole Source**" refers to a procurement in which only one offeror is capable of supplying the required goods and services.

H. "**Non-competitive**" refers to a procurement, as more fully set forth in the Procurement Guidelines, in which a contract award recommendation or award is not made on the basis of being the Low Bidder or Best Value, nor is it awarded on a Single Source or Sole Source basis.

For a more detailed and full listing of definitions, including definitions for non-personal services, construction, equipment and non-procurement contracts, please refer to the Procurement Guidelines. All Single / Sole Source or Non-competitive award required written justification and approval by the VP, SSM at a minimum (also refer to the Guidelines for Procurement Contracts Sections 3.H, N and O.)

EXPENDITURE AUTHORIZATION PROCEDURES

APPROVAL LIMITS APPLICABLE TO REQUISITIONS FOR PROCUREMENT AND NON-PROCUREMENT CONTRACTS WITH THE EXCEPTION OF PERSONAL SERVICES CONTRACTS

	AWARD BASIS IS: LOW BIDDER or BEST VALUE (1)		AWARD BASIS IS: NON-COMPETITIVE, SOLE or SINGLE SOURCE			CUMULATIVE CHANGE ORDER LIMIT (2)	
FIRST LINE SUPERVISOR / SITE ENGINEER	TO	$5,000	TO	$5,000		TO	$5,000
SENIOR CONSTRUCTION ENGINEER or SENIOR ON-SITE NYPA EMPLOYEE	TO	$25,000	TO	$25,000		TO	$25,000
FACILITY SUPERINTENDENT, MANAGER or SENIOR MANAGER	TO	$100,000	TO	$50,000		TO	$50,000
PROJECT MANAGER or~~,~~ PROGRAM MANAGER	TO	$500,000	TO	$250,000		TO	$125,000
DIRECTOR or SENIOR DIRECTOR	TO	$2,000,000	TO	$1,000,000		TO	$250,000
REGIONAL MANAGER	TO	$~~3~~1,000,000	TO	$1,0~~5~~00,000		TO	$~~7~~250,000
VICE PRESIDENT	TO	$~~3~~2,000,000	TO	$1,00~~75~~0,000		TO	$~~5750~~0,000
SENIOR VICE PRESIDENT	TO	$~~5~~3,000,000	TO	$1,000,000	(3)	TO	$1,000,000
CHAIR, PRESIDENT, COO or EXECUTIVE VICE PRESIDENT	TO	$10~~6~~,000,000	TO	$10~~6~~,000,000		TO	$6,000,000
TRUSTEES (4)	OVER	$10~~$6~~,000,000	OVER	$10~~6~~,000,000		OVER	$6,000,000

(1) "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.

(2) Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the authorized value of a value contract target has been exceeded.

(3) Single and Sole Source Contracts valued or estimated at $1 million or greater require review for approval by the NYS Comptroller. Change Orders (competitively bid or non-competitively bid) valued or estimated at $1 million or greater or which change the overall value of a contract to $1 million or greater require NYS Comptroller notification.

(4) Trustees' approval is also required when:

A. The term of a Non-Personal Services or Construction contract including any extensions or options, exceeds 1 year. Excludes equipment / goods.
B. The initial term of less than 1 year for Non-Personal Services or Construction contracts extends beyond 1 year.
C. Cumulative Change Orders exceed $6,000,000 million.

EXPENDITURE AUTHORIZATION PROCEDURES

APPROVAL LIMITS APPLICABLE TO REQUISITIONS FOR PERSONAL SERVICES CONTRACTS

IF LESS THAN 1 YEAR AND AWARD BASIS IS:

	LOW BIDDER or BEST VALUE [1]		NON-COMPETITIVE, SOLE or SINGLE SOURCE		CUMULATIVE CHANGE ORDER LIMIT [2]	
FACILITY SUPERINTENDENT, MANAGER or SENIOR MANAGER,	TO	$50,000	TO	$25,000	TO	$25,000
PROJECT MGR. or~~,~~ PROGRAM MGR.~~,~~	TO	$100,000	TO	$50,000	TO	$50,000
DIRECTOR or SENIOR DIRECTOR	TO	$100,000	TO	$50,000	TO	$50,000
REGIONAL MANAGER	TO	$5~~2~~00,000	TO	$25~~10~~0,000	TO	– $125~~50~~,000
VICE PRESIDENT	TO	$1,05~~0~~00,000	TO	$502~~5~~0,000	TO	$250~~125~~,000
SENIOR VICE PRESIDENT	TO	$3~~1~~,000,000	TO	$755~~0~~0,000	TO	$502~~5~~0,000
CHAIR, PRESIDENT, COO or EXECUTIVE VICE PRESIDENT	TO	$10~~2~~,000,000	TO	$1,000,000	TO	$500,000
TRUSTEES [3]	OVER	$10~~2~~,000,000	OVER	$1,000,000	OVER	$500,000

(1) "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.
(2) Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the authorized value of a value contract target has been exceeded.
(3) Trustees' approval is also required when:
   A. The term of a Personal Services contract, including any extensions or options, exceeds 1 year.
   B. The initial term of less than 1 year for a Personal Services contract extends beyond 1 year.

C. Cumulative Change Orders exceed $500,000.

EXPENDITURE AUTHORIZATION PROCEDURES

LIMITS FOR EXECUTION OF CONTRACT DOCUMENTS

OPERATING FACILITIES:			LIMIT:
FACILITY PURCHASING STAFF or FLEET CLERK	Procurement Contracts	TO	$5,000
SENIOR SITE BUYER	"	TO	$25,000
SITE MANAGER	"	TO	$100,000
REGIONAL MANAGER or DESIGNEE[1]	"	TO	$500,000
HEADQUARTERS:			
STRATEGIC / TRANSACTIONAL BUYER – SSM [2]	Procurement Contracts	TO	$50,000
SENIOR STRATEGIC BUYER – SSM	"	TO	$250,000
CATEGORY MANAGER – SSM	"	TO	$500,000
DIRECTOR – SSM	"	TO	$750,000
SENIOR DIRECTOR – SSM	"	TO	$1,000,000
VP – SSM [4]	"	TO	$250,000,000
CHAIR, PRESIDENT, COO or EVP	"	OVER	$250,000,000
VP – ENTERPRISE SHARED SERVICES	Real Estate Transactions	TO	$3,000,000
ESVP – HR & ADMINISTRATION~~ENTERPRISE SHARED SERVICES~~	Real Estate/Fleet Transactions	TO	$5,000,000
VP – COMMERCIAL OPERATIONS or SVP CLEAN ENERGY SOLUTIONS~~LEAN ENERGY BUSINESS & MARKET DEVELOPMENT~~	~~CIC/CPC~~Customer Project Agreement[3]	TO	$2,000,000
EVP AND CHIEF COMMERCIAL OFFICER	Customer Project Agreement~~CIC/CPC~~[3]	OVER	$2,000,000
VP – COMMERCIAL OPERATIONS or SVP CLEAN ENERGY SOLUTIONS	Customer Agreement Ongoing Revenue[5]	TO	$2,000,000
EVP AND CHIEF COMMERCIAL OFFICER	Customer Agreement Ongoing Revenue[5]	OVER	$2,000,000

(1) All delegations of authority must be in writing.

(2) Strategic Supply Management (SSM).

(3) Customer Project Agreement ~~IC/CPC = Customer Installation Commitments / Customer Project Commitments.~~ These authorizations apply to the Customer Installation Commitments, Customer Project Commitments, Master Energy Agreement Task Orders, Power Proceeds Awards, Industrial Incentive Awards and/or similar Customer agreement~~CIC's / CPC's~~ initiating a project, and the settlement of such Customer projects. Authorization applies to any VP in Commercial Operations.

(4) Certain contract documents, specifically Letters of Intent, ~~and~~ Notices to Proceed, Non-Disclosure Agreements and Master Cost Recovery Agreements, require the authorization of the VP, SSM.

~~(4)~~(5) Customer Agreement Ongoing Revenue – These authorizations apply to Customer Power Sales and similar agreements with ongoing revenues to NYPA. RNY Agreements associated with allocations approved by Trustees to be executed by SVP CES. Applies to Customer Agreements not subject to PAL 1009. Authorization applies to any VP in Commercial Operations.

CHANGE ORDER APPROVALS AND REBIDDING THRESHOLDS

1 . A) For contracts with initially approved amounts of **$100,000 or less,** rebidding will occur when the total cumulative value of change orders exceeds $25,000.

B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, Strategic Supply Management (SSM) for review and final approval.

2 . A) For contracts with initially approved amounts **exceeding $100,000,** rebidding will occur when the total cumulative value of change orders exceeds 25% of the original amount approved.

B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a memorandum explaining the need for additional funding in excess of original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review and approval. Cumulative change orders exceeding 25% of the original contract amount or exceeding $500K for personal services contracts or exceeding $6, 250,000 ~~million~~ for procurement and non-procurement contracts (whichever is greater), require Trustee approval. The memorandum shall be signed in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review, followed by transmittal to the NYPA President, Chairman or Chief Operating Officer for approval, prior to obtaining Trustee approval.

3 . Rebidding should commence as soon as it is recognized that the contract value will exceed these thresholds, even if the term of the contract is not complete.

4. Once the approval of such additional funding is received from the Trustees, any subsequent increase in funding requires an additional memorandum for the approval of the Chair or Executive Vice President, until either the Trustees' approval is obtained or the contract is rebid.

5. Typical bases for additional funding include an "emergency condition" (as defined in the Authority's Guidelines for Procurement Contracts) ~~Procurement Contracts)~~ which necessitates the additional funding; and a situation where it is impractical to rebid (e.g., a construction project where it would not ~~it would not~~ be reasonable to change contractors or other reasons as provided for in the Authority's Guidelines for Procurement Contracts). Under-~~e~~estimating the scope of a contract or failure to rebid in a timely fashion are not acceptable reasons for increased funding.

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

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

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.

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.

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

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.

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

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

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

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

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.

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.

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.

NEW YORK STATE CANAL CORPORATION
EXPENDITURE AUTHORIZATION PROCEDURES

1. Purpose

These Expenditure Authorization Procedures ("EAPs") set forth the policy of the Canal Corporation regarding approval authority applicable to requisitions for Procurement and Non-Procurement Contracts and the execution of contract documents. These EAPs govern purchasing activities as defined in Canal Corporation's Guidelines for Procurement Contracts ("Procurement Guidelines").

2. Definitions

A. "**Procurement Contracts**" are fully defined in the Procurement Guidelines and include contracts for the acquisition of goods or services necessary to support Canal Corporation offices and operations in the actual or estimated amount of five thousand dollars or more.
B. "**Non-Procurement Contracts**" are fully defined in the Procurement Guidelines, and include contracts for the direct placement of advertisements, subscriptions, fees or tuition, funding agreements, grants, memberships, etc., as more fully set forth in the Procurement Guidelines.
C. "**Personal Service Contracts**" are procurement contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors for a fee or other compensation which include, but are not limited to, accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by a consultant for the Canal Corporation) and construction management contracts.
D. "**Low Bidder**" generally refers to a contract award recommendation or award on the basis of being the lowest priced qualified bidder submitting a proposal that meets the commercial and technical requirements of the bid documents.
E. "**Best Value**" generally refers to a contract award recommendation or award of a contract for services on the basis of optimum quality, cost and efficiency among commercially and technically qualified responsive and responsible offerors.
F. "**Single Source**" refers to a procurement in which 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.
G. "**Sole Source**" refers to a procurement in which only one offeror is capable of supplying the required goods and services.
H. "**Non-competitive**" refers to a procurement, as more fully set forth in the Procurement Guidelines, in which a contract award recommendation or award is not made on the basis of being the Low Bidder or Best Value, nor is it awarded on a Single Source or Sole Source basis.

For a more detailed and full listing of definitions, including definitions for non-personal services, construction, equipment and non-procurement contracts, please refer to the Procurement Guidelines. All Single / Sole Source or Non-competitive award required written justification and approval by the VP, SSM at a minimum (also refer to the Procurement Guidelines Sections 3.H. N., and O.)

New York State Canal Corporation Expenditure Authorization Procedures

Approval Limits Applicable to Requisitions (Awards or Committed Funding) for Procurement and Non-Procurement Contracts Excluding Personal Services Contracts

Title	Low Bidder or Best Value[1]	Non-competitive, Sole or Single Source[3]	Cumulative Change Order Limit[2] (Subject to Rebidding Thresholds, see page 5)
Manager of: Dam Safety*, Marine Infrastructure*, Project Manager *, Administrative Services Director of: Design, Construction Management, Technical Services, Asset Management & Inspection, Environmental Health & Safety* Canal Regional Engineer	to $1,000,000	to $500,000	to $250,000
Director of: Waterways Maintenance, Internal and Marketing Communications*	to $2,000,000	to $750,000	to $500,000
Regional Manager VP of Planning *	to $3,000,000	to $1,000,000	to $750,000
Canal Corporation SVP of Operations	to $5,000,000	to $1,000,000	to $1,000,000
Chair, President, COO or EVP	to $10,000,000	to $10,000,000	to $6,000,000
Canal Board[4]	over $10,000,000	over $10,000,000	over $6,000,000

* Titles are Shared Service equivalent titles

Notes:

1. "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.
2. Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the original authorized amount of a value contract or Purchase Order has been exceeded. The original authorized aggregate approved value applies when there are multiple contract awards.
3. Single and Sole Source Contracts valued or estimated at $1 million or greater require review for approval by the NYS Comptroller. Change Orders (competitively bid or non- competitively bid) valued or estimated at $1 million or greater or which change the overall value of a contract to $1 million or greater require NYS Comptroller notification.
4. Canal Corporation Board approval is also required when:
    a. The term of a Non-Personal Services or Construction contract including any extensions or options, exceeds 1 year.
    b. The initial term of less than 1 year for Non-Personal Services or Construction contracts extends beyond 1 year.
    c. Cumulative Change Orders exceed $6 million.

New York State Canal Corporation Expenditure Authorization Procedures

Approval Limits for Personal Service Contracts

Title	Low Bidder or Best Value[1]	Non-competitive, Sole or Single Source	Cumulative Change Order Limit[2] (Subject to Rebidding Thresholds, see page 5)
Manager of: Dam Safety*, Marine Infrastructure*, Project Manager *, Administrative Services Director of: Design, Construction Management, Technical Services, Asset Management & Inspection, Environmental, Health & Safety* Canal Regional Engineer	to $100,000	to $50,000	to $50,000
Director of: Waterways Management, Internal and Marketing Communications*	to $200,000	to $100,000	to $50,000
Regional Manager VP of Planning*	to $500,000	to $250,000	to $125,000
Canal Corporation SVP of Operations	to $3,000,000	to $750,000	to $500,000
Chair, President, COO or EVP	to $10,000,000	to $1,000,000	to $500,000
Canal Board	over $10,000,000	over $1,000,000	over $500,000

* Titles noted are Shared Service Equivalent titles

Notes:

1. "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.
2. Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the original authorized amount of a value contract or Purchase Order has been exceeded. The original authorized aggregate approved value applies when there are multiple contract awards.
3. Canal Corporation Board approval is also required when:
    a. The term of a Personal Services contract, including any extensions or options, exceeds 1 year.
    b. The initial term of less than 1 year for a Personal Services contract extends beyond 1 year.
    c. Cumulative Change Orders exceed $500,000.

New York State Canal Corporation Expenditure Authorization Procedures

Limits for the Execution of Contract Documents [(1)] (Includes all Purchase Orders, Contracts and Change Orders)

Procurement Team Specialist or Shared Service Equivalent (Below Grade 18)	to $5,000
Senior Procurement Team Specialist or Shared Service Equivalent (Grade 18)	to $50,000
Procurement Team Manager or Shared Service Equivalent (Grade 23 thru 25)	to $250,000
Manager Administrative Services	to $500,000
Regional Manager	to $750,000
NYPA VP - Enterprise Shared Services (Real Estate and Fleet Disposal Transactions only)	to $3,000,000
Canal Corporation SVP of Operations	to $10,000,000
NYPA VP – Strategic Supply Management (Procurement)	to $20,000,000
NYPA President, Chairman, COO or EVP	over $20,000,000

(1) All delegations of authority must be in writing.
(2) Strategic Supply Management (SSM).
(3) Certain contract documents, specifically Letters of Intent, Notices to Proceed, and Non-Disclosure Agreements, require the authorization of the VP, SSM.

CHANGE ORDER APPROVALS AND REBIDDING THRESHOLDS

1. A) For contracts with initially approved amounts of **$100,000 or less,** rebidding will occur when the total cumulative value of change orders exceeds $25,000.

   B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a detailed memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, Strategic Supply Management (SSM) for review and final approval.

2. A) For contracts with initially approved amounts **exceeding $100,000,** rebidding will occur when the total cumulative value of change orders exceeds 25% of the original amount approved.

3. B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a detailed memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review and approval. Cumulative change orders exceeding 25% of the original contract amount or exceeding $500K for personal services contracts or exceeding $6 million for procurement and non-procurement contracts (whichever is greater), require Board approval. The memorandum shall be signed in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review, followed by transmittal to the NYPA President, Chairman or Canal Corporation EVP for approval, prior to obtaining the Canal Board's approval. Rebidding should commence as soon as it is recognized that the contract value will exceed these thresholds, even if the term of the contract is not complete.

4. Once the approval of such additional funding is received, any subsequent increase in funding requires an additional memorandum for the Canal Corporation EVP's approval, until either the Canal Board's approval is obtained or the Contract is rebid.

5. Typical bases for additional funding include an "emergency condition" (as defined in Canal Corporation Guidelines for Procurement Contracts) which necessitates the additional funding; a situation where it is impractical to rebid (e.g., a construction project where it would not be reasonable to change contractors) or other reasons as provided for in the Canal Corporation Guidelines for Procurement Contracts. Under-estimating the scope of a Contract or failure to rebid in a timely fashion are not acceptable reasons for increased funding.

NEW YORK STATE CANAL CORPORATION
EXPENDITURE AUTHORIZATION PROCEDURES

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2. Definitions

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B. "**Non-Procurement Contracts**" are fully defined in the Procurement Guidelines, and include contracts for the direct placement of advertisements, subscriptions, fees or tuition, funding agreements, grants, memberships, etc., as more fully set forth in the Procurement Guidelines.
C. "**Personal Service Contracts**" are procurement contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors for a fee or other compensation which include, but are not limited to, accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by a consultant for the Canal Corporation) and construction management contracts.
D. "**Low Bidder**" generally refers to a contract award recommendation or award on the basis of being the lowest priced qualified bidder submitting a proposal that meets the commercial and technical requirements of the bid documents.
E. "**Best Value**" generally refers to a contract award recommendation or award of a contract for services on the basis of optimum quality, cost and efficiency among commercially and technically qualified responsive and responsible offerors.
F. "**Single Source**" refers to a procurement in which 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.
G. "**Sole Source**" refers to a procurement in which only one offeror is capable of supplying the required goods and services.
H. "**Non-competitive**" refers to a procurement, as more fully set forth in the Procurement Guidelines, in which a contract award recommendation or award is not made on the basis of being the Low Bidder or Best Value, nor is it awarded on a Single Source or Sole Source basis.

For a more detailed and full listing of definitions, including definitions for non-personal services, construction, equipment and non-procurement contracts, please refer to the Procurement Guidelines. All Single / Sole Source or Non-competitive award required written justification and approval by the VP, SSM at a minimum (also refer to the ~~Guidelines for~~ Procurement Guidelines~~Contracts~~ Sections 3.H. N., and O.)

New York State Canal Corporation Expenditure Authorization Procedures

Approval Limits Applicable to Requisitions (Awards or Committed Funding) for Procurement and Non-Procurement Contracts Excluding Personal Services Contracts

Title	Low Bidder or Best Value[1]	Non-competitive, Sole or Single Source[3]	Cumulative Change Order Limit[2] (Subject to Rebidding Thresholds, see page 5)
Manager of: Dam Safety*, Marine Infrastructure*, Project Manager *, Administrative Services Director of: Design, Construction Management, Technical Services, Asset Management & Inspection, Environmental Health & Safety*~~Policy & Program Development~~ Canal Regional Engineer~~Manager of: Dam Safety*, Marine Infrastructure*~~	to $1,000,000	to $500,000	to $250,000
~~Manager Planning & Environmental Services*, Manager Administrative Services,~~ Director of: Waterways Maintenance, Internal and Marketing Communications*~~Division Canal Engineer Civil Engineer 5~~	to $2,000,000	to $750,000	to $500,000
Regional Manager VP of Planning *~~Deputy Director Engineering, Construction & Maintenance, Executive Deputy Director, Chief of Staff~~	to $3,000,000	to $1,00~~75~~0,000	to $~~500~~750,000
Canal Corporation SVP of Operations ~~Chief Operating Officer~~	to $5~~6~~,000,000	to $1~~6~~,000,000	to $1~~6~~,000,000
Chair, President, COO or EVP	to $10,000,000	to $10,000,000	to $6,000,000
Canal Board[4]	over $10~~6~~,000,000	over $10~~6~~,000,000	over $6,000,000

* Titles are Shared Service equivalent titles

Notes:

1. "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.
2. Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the original authorized amount of a value contract or Purchase Order has been exceeded. The original authorized aggregate approved value applies when there are multiple contract awards.
3. Single and Sole Source Contracts valued or estimated at $1 million or greater require review for approval by the NYS Comptroller. Change Orders (competitively bid or non- competitively bid) valued or estimated at $1 million or greater or which change the overall value of a contract to $1 million or greater require NYS Comptroller notification.

4. Canal Corporation Board approval is also required when:
    a. The term of a Non-Personal Services or Construction contract including any extensions or options, exceeds 1 year.
    b. The initial term of less than 1 year for Non-Personal Services or Construction contracts extends beyond 1 year.
    c. Cumulative Change Orders exceed $6 million.

New York State Canal Corporation Expenditure Authorization Procedures

Approval Limits for Personal Service Contracts

Title	Low Bidder or Best Value[1]	Non-competitive, Sole or Single Source	Cumulative Change Order Limit[2] (Subject to Rebidding Thresholds, see page 5)
Manager of: Dam Safety*, Marine Infrastructure*, Project Manager *, Administrative Services Director of: Design, Construction Management, Technical Services, Asset Management & Inspection, Environmental, Health & Safety* ~~Policy & Program Development~~ Canal Regional Engineer ~~Manager of: Dam Safety*, Marine Infrastructure*~~	to $100,000	to $50,000	to $50,000
~~Manager Planning & Environmental Services*, Manager Administrative Services,~~ Director of: Waterways Management, Internal and Marketing Communications* ~~Division Canal Engineer Civil Engineer 5~~	to $200,000	to $100,000	to $50,000
Regional Manager VP of Planning* ~~Deputy Director Engineering, Construction & Maintenance, Executive Deputy Director, Chief of Staff~~	to $500,000	to $250,000	to $125,000
Canal Corporation ~~Chief~~ SVP of Operations ~~Operating Officer~~	to $~~32~~ 000,000	to $~~1,000~~750,000	to $500,000

* Titles noted are Shared Service Equivalent titles

Notes:

1. "Low Bidder or Best Value" approval limits also apply to Individual Purchase Order Releases (PORs) from active Value Contracts, up to the EVP approval level. An EVP can approve PORs up to the full authorization amount of a Value Contract.
2. Subject to 25% rule - see page 5. Cumulative Change Order limits apply when the original authorized amount of a value contract or Purchase Order has been exceeded. The original authorized aggregate approved value applies when there are multiple contract awards.
3. Canal Corporation Board approval is also required when:
   a. The term of a Personal Services contract, including any extensions or options, exceeds 1 year.
   b. The initial term of less than 1 year for a Personal Services contract extends beyond 1 year.
   c. Cumulative Change Orders exceed $500,000.

New York State Canal Corporation Expenditure Authorization Procedures

Limits for the Execution of Contract Documents [(1)] (Includes all Purchase Orders, Contracts and Change Orders)

Procurement Team Specialist or Shared Service Equivalent (Below Grade 18)	to $5,000
Senior Procurement Team Specialist or Shared Service Equivalent (Grade 18)	to $50,000
Procurement Team Manager or Shared Service Equivalent (Grade 23 thru 25)	to $250,000
Manager Administrative Services	to $500,000
~~Executive Deputy Director/ Chief of Staff~~Regional Manager	to $750,000
NYPA VP - Enterprise Shared Services (Real Estate and Fleet Disposal Transactions only)	to $3,000,000
Canal Corporation ~~Chief Operating Officer~~SVP of Operations	to $10,000,000
NYPA VP – Strategic Supply Management (Procurement)	to $20,000,000
NYPA President, Chairman, COO or ~~Chief Operating Officer~~EVP	over $20,000,000

~~Notes:~~

~~(1) All delegations of authority must be in writing.~~

(1) All delegations of authority must be in writing.
(2) Strategic Supply Management (SSM).
(3) Certain contract documents, specifically Letters of Intent, Notices to Proceed, and Non-Disclosure Agreements, require the authorization of the VP, SSM.

CHANGE ORDER APPROVALS AND REBIDDING THRESHOLDS

1. A) For contracts with initially approved amounts of **$100,000 or less,** rebidding will occur when the total cumulative value of change orders exceeds $25,000.

   B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a detailed memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, Strategic Supply Management (SSM) for review and final approval.

2. A) For contracts with initially approved amounts **exceeding $100,000,** rebidding will occur when the total cumulative value of change orders exceeds 25% of the original amount approved.

3. B) **If rebidding is not feasible,** any request to increase funding for such contracts must be supported by a detailed memorandum explaining the need for additional funding in excess of the original amount approved. The memorandum shall be approved in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review and approval. Cumulative change orders exceeding 25% of the original contract amount or exceeding $500K for personal services contracts or exceeding $6 million for procurement and non-procurement contracts (whichever is greater), require ~~Trustee~~ Board approval. The memorandum shall be signed in accordance with the cumulative change order limits set forth on Pages 2 and 3 and forwarded to the NYPA VP, SSM for review, followed by transmittal to the NYPA President, Chairman or Canal Corporation ~~Chief Operating Officer~~EVP for approval, prior to obtaining the Canal Board's approval. Rebidding should commence as soon as it is recognized that the contract value will exceed these thresholds, even if the term of the contract is not complete.

4. Once the approval of such additional funding is received, any subsequent increase in funding requires an additional memorandum for the Canal Corporation ~~Chief Operating Officer's~~EVP's approval, until either the Canal Board's approval is obtained or the Contract is rebid.

5. Typical bases for additional funding include an "emergency condition" (as defined in Canal Corporation Guidelines for Procurement Contracts) which necessitates the additional funding; a situation where it is impractical to rebid (e.g., a construction project where it would not be reasonable to change contractors) or other reasons as provided for in the Canal Corporation Guidelines for Procurement Contracts. Under-estimating the scope of a Contract or failure to rebid in a timely fashion are not acceptable reasons for increased funding.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES and CANAL CORPORATION BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Annual Report of Procurement Contracts,**
Guidelines for Procurement Contracts and
Annual Review of Open Procurement Service Contracts

SUMMARY

The Trustees are requested to approve the 2020 Annual Report of Procurement Contracts ("Annual Report") (Exhibit "A-4") and the New York Power Authority ("Authority's") and Canal Corporation ("Canal") Guidelines for Procurement Contracts ("Guidelines") (Exhibit "A-2" and "A-3") and to review open service contracts exceeding one year that were active in 2020 as detailed in the Annual Report (Exhibit "A-4"). An Executive Summary is set forth in Exhibit "A-1".

The Governance Committee at their March 30, 2021 meeting adopted a resolution recommending that the Trustees and Board adopt the aforementioned.

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 December 9, 2020.

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 2020 Annual Report is attached for the Trustees' review and approval (Exhibit "A-4"). 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 2020, including contracts that were extended into 2021 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 30, 2021 (Exhibit "A-2" and "A-3") 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 "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 2020 Annual Report of Procurement Contracts, the Guidelines for Procurement Contracts and the review of open service contracts as attached hereto in Exhibits "A-2" through "A-4."

The Governance Committee at their March 30, 2021 meeting adopted a resolution recommending that the Trustees and Board adopt the aforementioned.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to Section 2879 of the Public Authorities Law and the Authority's and Canal's Procurement Guidelines, the Annual Report of Procurement Contracts, as listed in Exhibit "A-4", and the Guidelines for the use, awarding, monitoring and reporting of Procurement Contracts (Exhibits "A-2" and "A-3"), 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 and Canal's 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.

Exhibit "A-1"
March 30, 2021

POWER AUTHORITY OF THE STATE OF NEW YORK
2020 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 December 9, 2020.

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 30, 2021, 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 30, 2021 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 2020 included purchase of goods, services and construction work in support of the 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, Energy Solutions Programs including the NY Energy Manager, Headquarters operations along with the Authority's Strategic Initiatives and Digital Transformation. Our focus remains steady on the economic success of New York and we proudly awarded 55% of all new 2020 contracts to New York State businesses, 699 contracts valued at $467M.

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 2020 SSM used the Risk Management module 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.

Strategic Supply Management rose to the challenge of the COVID-19 pandemic. In the events leading up to the sequestration in place for the NYPA Power Projects, Transactional Procurement immediately began to source RV's, shower trailers, mobile kitchens, refrigerators and freezers to support the two sites that would be sequestered. In parallel, we sourced EPA approved disinfectants and disinfectant spray systems to enhance our cleaning and disinfecting capabilities and sourced masks from agile suppliers. Site SSM was able to source pool tables, video games, exercise equipment and assorted recreational items for our sequestered employees during their downtime. Our site SSM teams went above and beyond their call, often on their own time, using their own vehicles to make sure our sites would have the necessities to be sequestered. They sourced washing machines, dryers, fresh food, meat, poultry, vegetables and much more by leveraging relationships with local and diverse suppliers to help them mitigate any potential loss of revenue as businesses began to close. In parallel, Transactional Procurement

negotiated contracts with SYSCO for the supply and delivery of fresh food on an as needed basis, propane deliveries, potable and gray water services for the RV's and shower trailers. When called upon by the State, the Niagara SSM team rented a box truck, kitted and delivered Covid test kits to the 19 nursing home facilities in Niagara county. The strong partnerships our SSM site managers have with their communities proved to be a mutually beneficial relationship that helped keep our employees safe in sequester and helped NYS Small Businesses and MWBE Businesses stay afloat during trying times.

SUPPLIER DIVERSITY PROGRAM ("SDP")

From January 1, 2020 to December 31, 2020 the Authority and the Canal Corporation expended $113.1 million, or 21.29%, 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 $434.5 million, or 21.4%, in principal sales and purchases for the Authority.

Service-Disabled Veteran-Owned Business ("SDVOB") utilization for the period January 1, 2020 to December 31, 2020 was approximately $4.48 million, or 62.6%, of designated spend. Additionally, SDVOB financial dealers transacted over $241.4 million, or 11.9%, in principal sales and purchases during the same period.

The Authority's 2020-2021 MWBE goal was 23%, this goal is based on New York State's Fiscal Year. The first quarter of 2020 MWBE utilization started strong with 18%, but unfortunately the COVID-19 pandemic began its surge across the country and impacted our 2020 2nd quarter utilization numbers. However, the numbers increased in the 3rd and 4th quarters after work resumed and the year ended in good stead considering the restrictions of the ongoing pandemic and the impact to our customers and suppliers. The 4th quarter ended at its highest MWBE compliance to date of 34.34%.

Although there were limitations for in-person events, we took advantage of Teams and WebEx to present Virtual panel discussions and supplier events (i.e., IT, WNY, Reimagine the Canals). We partnered with Employee Resource Groups, and business units to host events that would not only provide suppliers information on current and upcoming NYPA/Canal procurement opportunities but would provide information on how to do business with the Authority (8 supplier webinars on nypa.gov).

December was an exceptional month for the Supplier Diversity Program, with the approval of the 11 Supplier Diversity Supply Chain DEI Initiatives by the Trustees at the December Meeting. Additionally, NYPA received the New York, New Jersey National Minority Business Council Award for Local Corporation and the Manager of Supplier Diversity was awarded the NYS Empire State MWBE Award at the December MWBE Forum.

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 2020, the Authority had approximately 274 cardholders in both headquarters and operating facilities including Canal. The average value of a single transaction was approximately $521, with transactions totaling nearly $11.5 million for the year.

The rebate for the Authority from JP Morgan Chase based on credit card activity for August 2019 through July 2020 was $139,225.

2020 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 2020, including contracts that were extended into 2021 or beyond. There were 2,827 such contracts with an estimated value of more than $10.9 billion, which also includes Canal, fossil fuel and corporate finance contracts. Total procurement expenditures in 2020 exceeded $847 million. This amount includes over $94 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:

- 7% Construction services;
- 36% Equipment and Commodities;
- 5% IT Hardware and Software;
- 5% Architectural and Engineering services;
- 19% Personal Service contracts such as professional consulting services, legal; and
- 28% Non-Personal Service contracts such as maintenance, technicians, and contingent workforce

Approximately 99% of contract value was competitively bid. In 2020, approximately 1% of contracts (with a total contract value of $65 million), were sole/single-source awards, which included over $3 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.

Exhibit A-2
March 30, 2021

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. "Capital projects" generally refer 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.

B. "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.

C. "Design-Build" is a method of project delivery where there is one entity, one contract, one unified flow of work from initial concept through completion. Design-Build is also referred to as Engineer, Procure, Construct (EPC) in some instances.

D. "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.

E. "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.

F. "Evaluation of Proposals," as further outlined in Section 4 below, includes evaluating factors the Authority's consideration of a bidder's skill, judgment, and business integrity.

G. "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.

H. "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. "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 and indirect 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.

J. "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.

K. "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.I. and 2. A.,

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.F and 2.M.

L. "Purchase Order Release" is a single order issued for goods or services in accordance with the terms and conditions of a Value Contract.

M. "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.

N. "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 a 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's 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 the aforementioned factors.

O. "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.

P. "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.

Q. "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.

R. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

S. "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.

T. "Value Contract" Master Service Agreement for goods and services with specific target value and term.

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.G, 2.R and 2.O, 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.C

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.C 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.C and subject to the approvals stated in Section 3.D.

9. Services are required on a more expedited basis than the competitive procurement process will allow. Requesting business units must demonstrate the urgency of the project and that awardee is cost-effective and qualified in the subject area. Services shall be for specific scopes of work in an amount not exceeding $500,000 and are subject to the approvals stated in Section 3.D.

10. 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.

T. Prior to entering into any binding relationship with a third party (e.g., written agreement or memorandum of understanding (MOU)) in pursuit of any joint or collaborative development project, the office of SSM and the Law Department ("Law") must be notified regarding the procurement and on the issue of whether and to what extent the projects falls within the constraints of the Authority's procurement regulations and enabling legislation. SSM and Law should be brought into any such project in the development process.

Provided that the Authority has statutory authority to develop or otherwise participate in a project developed, in whole or in part, in collaboration with a third party, the following minimum criteria must be met:

(i) the Authority's participation must be in response to a solicitation issued by the State or other public entity pursuant to a competitive selection process; and

(ii) the construction of any asset to be owned by the Authority must comply with all applicable laws, including but not limited to prevailing wage requirements and goals established for the use of minority enterprises (e.g., minority- and women-owned business enterprise (MWBE), service disabled veteran owned business (SDVOB)); and

(iii) goods and/or services required to develop and implement the project must be sourced and procured in accordance with, and subject to, either (a) the Authority's Procurement Guidelines; or (b) the requirements of the third party collaborator governing the competitive procurement of goods and services, provided that SSM has been furnished with a copy of such requirements which demonstrate, in SSM's judgement, that a competitive procurement or equivalent has been or will be undertaken.

Prior to execution any underlying agreement (i.e. joint development agreement, MOU, etc.) an internal award recommendation shall be memorialized and approved by the VP SSM and the responsible Business Unit head.

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.M 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.F 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.M.) 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. However, at the sole discretion of the Vice President of SSM may approve a Business Unit's written justification for a contract term exceeding 5 years or reasonable extension of such a contract.

F. The term of a Purchase Order Release may extend beyond the term of the Value Contract with the approval of the Vice President of SSM.

G. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.F) 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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" (Non Bulk Electric System (BES)) (Information Security Requirements for Vendors and External Partners non Bulk Electric System)
19. Appendix "P" for BES (Information Security Requirements for Vendors and External Partners for Bulk Electric System)

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 Design-Build or Engineer, Procure Construct; 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.

For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.L 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.G 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.R 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, 3.I, and 3.K.6of 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. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
2. 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.

Exhibit A-2
March 30, 2021~~December 9, 2020~~

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. "Capital projects" generally refer 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.

B. "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.

C. "Design-Build" is a method of project delivery where there is one entity, one contract, one unified flow of work from initial concept through completion. Design-Build is also referred to as Engineer, Procure, Construct (EPC) in some instances.

~~C.~~D. "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.

~~D.~~E. "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.

~~E.~~F. "Evaluation of Proposals," as further outlined in Section 4 below, includes evaluating factors the Authority's consideration of a bidder's skill, judgment, and business integrity.

~~F.~~G. "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.

~~G.~~H. "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.

~~H.~~I. "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 and indirect 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.

~~I.~~J. "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.

~~J.~~K. "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.I. and 2. A.,

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.F and 2.M.

~~K.~~L. "Purchase Order Release" is a single order issued for goods or services in accordance with the terms and conditions of a Value Contract.

~~L.~~M. "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.

~~M.~~N. "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 a 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's 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 the aforementioned factors.

~~N.~~O. "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.

~~O.~~P. "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.

~~P.~~Q. "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.

~~Q.~~R. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

~~R.~~S. "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.

~~S.~~T. "Value Contract" Master Service Agreement for goods and services with specific target value and term.

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.G, 2.R and 2.O, 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.C

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.C 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.C and subject to the approvals stated in Section 3.D.

9. Services are required on a more expedited basis than the competitive procurement process will allow. Requesting business units must demonstrate the urgency of the project and that awardee is cost-effective and qualified in the subject area. Services shall be for specific scopes of work in an amount not exceeding $500,000 and are subject to the approvals stated in Section 3.D.

10. 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.

T. Prior to entering into any binding relationship with a third party (e.g., written agreement or memorandum of understanding (MOU)) in pursuit of any joint or collaborative development project, the office of SSM and the Law Department ("Law") must be notified regarding the procurement and on the issue of whether and to what extent the projects falls within the constraints of the Authority's procurement regulations and enabling legislation. SSM and Law should be brought into any such project in the development process.

Provided that the Authority has statutory authority to develop or otherwise participate in a project developed, in whole or in part, in collaboration with a third party, the following minimum criteria must be met:

(i) the Authority's participation must be in response to a solicitation issued by the State or other public entity pursuant to a competitive selection process; and

(ii) the construction of any asset to be owned by the Authority must comply with all applicable laws, including but not limited to prevailing wage requirements and goals established for the use of minority enterprises (e.g., minority- and women-owned business enterprise (MWBE), service disabled veteran owned business (SDVOB)); and

(iii) goods and/or services required to develop and implement the project must be sourced and procured in accordance with, and subject to, either (a) the Authority's Procurement Guidelines; or (b) the requirements of the third party collaborator governing the competitive procurement of goods and services, provided that SSM has been furnished with a copy of such requirements which demonstrate, in

SSM's judgement, that a competitive procurement or equivalent has been or will be undertaken.

Prior to execution any underlying agreement (i.e. joint development agreement, MOU, etc.) an internal award recommendation shall be memorialized and approved by the VP SSM and the responsible Business Unit head.

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.M 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.F 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.M.) 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. However, at the sole discretion of the Vice President of SSM may approve a Business Unit's written justification for a contract term exceeding 5 years or reasonable extension of such a contract.

F. The term of a Purchase Order Release may extend beyond the term of the Value Contract with the approval of the Vice President of SSM. ~~For construction value contracts whose term is about to expire and the contract work will not be completed within the contract term a purchase order releases maybe issued up to the term limit of the value contract to complete the work. The term of a construction purchase order release shall be as required to complete the work assigned. The term of the value contract shall be extended accordingly. No additional contract extensions are permitted.~~

G. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2.F) 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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

<u>Contract Attachments</u>

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” (Non Bulk Electric System (BES)) (Information Security Requirements for Vendors and External Partners non Bulk Electric System)
19. Appendix “P” for BES (Information Security Requirements for Vendors and External Partners for Bulk Electric System)

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 Design-Build or Engineer, Procure Construct; 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.

For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.L 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.G 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.R 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, 3.I, and 3.K.6of 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. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.
2. 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.

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. "Capital projects" generally refer 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.

B. "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.

C. "Design-Build" is a method of project delivery where there is one entity, one contract, one unified flow of work from initial concept through completion. Design-Build is also referred to as Engineer, Procure, Construct (EPC) in some instances.

D. "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.

E. "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.

F. "Evaluation of Proposals," as further outlined in Section 4 below, includes evaluating factors the Authority's consideration of a bidder's skill, judgment, and business integrity.

G. "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.

H. "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. "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 and indirect 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.

J. "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.

K. "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.I. and 2. A., 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.F and 2.M.

L. "Purchase Order Release" is a single order issued for goods or services in accordance with the terms and conditions of a Value Contract.

M. "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.

N. "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 a 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's 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 the aforementioned factors.

O. "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.

P. "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.

Q. "Software" includes on-premises 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.

R. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

S. "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.

T. "Value Contract" Master Service Agreement for goods and services with specific target value and term.

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.C.
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.C 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.C and subject to the approvals stated in Section 3.D.
9. Services are required on a more expedited basis than the competitive procurement process will allow. Requesting business units must demonstrate the urgency of the project and that awardee is cost-effective and qualified in the subject area. Services shall be for specific scopes of work in an amount not exceeding $500,000 and are subject to the approvals stated in Section 3.D.
10. 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/con- tractors) 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.

T. Prior to entering into any binding relationship with a third party (e.g., written agreement or memorandum of understanding (MOU)) in pursuit of any joint or collaborative development project, the office of SSM and the Law Department ("Law") must be notified regarding the procurement and on the issue of whether and to what extent the projects falls within the constraints of the Authority's procurement

regulations and enabling legislation. SSM and Law should be brought into any such project in the development process.

Provided that the Authority has statutory authority to develop or otherwise participate in a project developed, in whole or in part, in collaboration with a third party, the following minimum criteria must be met:

(i) the Authority's participation must be in response to a solicitation issued by the State or other public entity pursuant to a competitive selection process; and

(ii) the construction of any asset to be owned by the Authority must comply with all applicable laws, including but not limited to prevailing wage requirements and goals established for the use of minority enterprises (e.g., minority- and women-owned business enterprise (MWBE), service disabled veteran owned business (SDVOB)); and

(iii) goods and/or services required to develop and implement the project must be sourced and procured in accordance with, and subject to, either (a) the Authority's Procurement Guidelines; or (b) the requirements of the third party collaborator governing the competitive procurement of goods and services, provided that SSM has been furnished with a copy of such requirements which demonstrate, in SSM's judgement, that a competitive procurement or equivalent has been or will be undertaken.

Prior to execution any underlying agreement (i.e. joint development agreement, MOU, etc.) an internal award recommendation shall be memorialized and approved by the VP SSM and the responsible Business Unit head.

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.M 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.F 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.M.) 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. However, at the sole discretion of the Vice President of SSM may approve a Business Unit's written justification for a contract term exceeding 5 years or reasonable extension of such a contract.

F. The term of a Purchase Order Release may extend beyond the term of the Value Contract with the approval of the Vice President of SSM.

G. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2F) 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 Design-Build or Engineer, Procure, Construct; 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.L 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.G 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.R 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.

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. "Capital projects" generally refer 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.

B. "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.

C. "Design-Build" is a method of project delivery where there is one entity, one contract, one unified flow of work from initial concept through completion. Design-Build is also referred to as Engineer, Procure, Construct (EPC) in some instances.

~~C.~~D. "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.

~~D.~~E. "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.

~~E.~~F. "Evaluation of Proposals," as further outlined in Section 4 below, includes evaluating factors the Authority's consideration of a bidder's skill, judgment, and business integrity.

~~F.~~G. "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.

~~G.~~H. "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.

~~H.~~I. "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 and indirect 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.

~~I.~~J. "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.

~~J.~~K. "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.I. and 2. A., 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.F and 2.M.

~~K.~~L. "Purchase Order Release" is a single order issued for goods or services in accordance with the terms and conditions of a Value Contract.

~~L.~~M. "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.

~~M.~~N. "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 a 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's 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 the aforementioned factors.

~~N.~~O. "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.

~~O.~~P. "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.

~~P.~~Q. "Software" includes on-premises 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.

~~Q.~~R. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

~~R.~~S. "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.

~~S.~~T. "Value Contract" Master Service Agreement for goods and services with specific target value and term.

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.C.
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.C 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.C and subject to the approvals stated in Section 3.D.
9. Services are required on a more expedited basis than the competitive procurement process will allow. Requesting business units must demonstrate the urgency of the project and that awardee is cost-effective and qualified in the subject area. Services shall be for specific scopes of work in an amount not exceeding $500,000 and are subject to the approvals stated in Section 3.D.
10. 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/con- tractors) 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.

T. Prior to entering into any binding relationship with a third party (e.g., written agreement or memorandum of understanding (MOU)) in pursuit of any joint or collaborative development project, the office of SSM and the Law Department ("Law") must be notified regarding the procurement and on the issue of whether and to what extent the projects falls within the constraints of the Authority's procurement

regulations and enabling legislation. SSM and Law should be brought into any such project in the development process.

Provided that the Authority has statutory authority to develop or otherwise participate in a project developed, in whole or in part, in collaboration with a third party, the following minimum criteria must be met:

(i) the Authority's participation must be in response to a solicitation issued by the State or other public entity pursuant to a competitive selection process; and

(ii) the construction of any asset to be owned by the Authority must comply with all applicable laws, including but not limited to prevailing wage requirements and goals established for the use of minority enterprises (e.g., minority- and women-owned business enterprise (MWBE), service disabled veteran owned business (SDVOB)); and

(iii) goods and/or services required to develop and implement the project must be sourced and procured in accordance with, and subject to, either (a) the Authority's Procurement Guidelines; or (b) the requirements of the third party collaborator governing the competitive procurement of goods and services, provided that SSM has been furnished with a copy of such requirements which demonstrate, in SSM's judgement, that a competitive procurement or equivalent has been or will be undertaken.

Prior to execution any underlying agreement (i.e. joint development agreement, MOU, etc.) an internal award recommendation shall be memorialized and approved by the VP SSM and the responsible Business Unit head.

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.M 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.F 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.M.) 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. However, at the sole discretion of the Vice President of SSM may approve a Business Unit's written justification for a contract term exceeding 5 years or reasonable extension of such a contract.

F. The term of a Purchase Order Release may extend beyond the term of the Value Contract with the approval of the Vice President of SSM. ~~For construction value contracts purchase order releases maybe issued up to the term limit of the value contract. The term of a construction purchase order release shall be as required to complete the work assigned. The term of the value contract shall be extended accordingly.~~

G. Multiyear contracts for Goods (which include equipment, materials and supplies, as defined in Section 2F) 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 Design-Build or Engineer, Procure, Construct; 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.L 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.G 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.R 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").

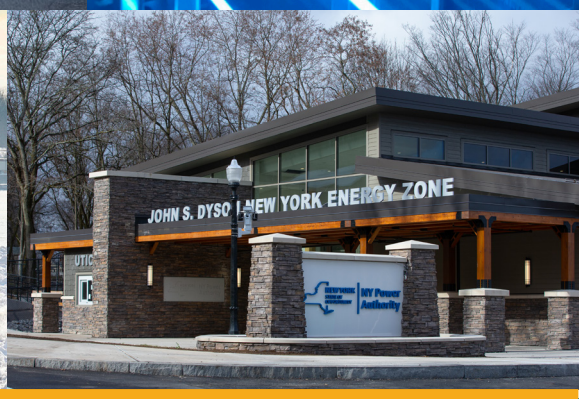
F. The NYPA Vice President, SSM or equivalent(s) will also prepare Annual Goal Plans for the MWBE and SDVOB programs and will submit them by January 15 of each year to Empire State Development - Division of Minority and Women Business Development and the New York State Office of General Services - Division 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.

2020 Annual Report of Procurement Contracts



NEW YORK STATE OF OPPORTUNITY.

NY Power Authority | Canal Corporation

Cover – Highlights of 2020 contracts, clockwise from left:

- At the end of a New York rainbow is the Moses Adirondack SmartPath Reliability Project
- Critical employees were sequestered onsite during the COVID-19 pandemic to ensure continuous operations
- HVAC UV Lighting upgrade to combat pandemic was completed at the State University of NY Stony Brook campus
- The brand new John S. Dyson New York Energy Zone at the Utica Discovery Center, named after former NYPA Chairman
- Niagara's newest asset, the Breaker II icebreaker tugboat, on the Niagara River

2020 ANNUAL REPORT OF PROCUREMENT CONTRACTS

FIELD EXPLANATION GUIDE

ARRANGEMENT: Listed in ascending order by Contract Number or Identifier.

SCOPE: All procurement contracts (for goods or services) with a value of $5,000 or greater that were open, completed or awarded in 2020, including contracts that were extended into 2021 or beyond. Also included are non-contract procurements by purchase order or credit card where the spend with the vendor was $5,000 or greater

FIELD NAMES

TYPE: COMMITMENT TYPE, Indicating the major category of goods or kind of services provided.

MOA: METHOD OF AWARD, Indicating the basis of vendor selection.

RNA: REASON NOT ADVERTISED, Indicating the reason a notice was not published in the Contract Reporter.

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.

SDIV: SUPPLIER DIVERSITY INDICATOR

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, 2020, 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, 2020 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, 2020. 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

C = CONSTRUCTION

E = EQUIPMENT/COMMODITIES

H = IT HARDWARE

I = IT SOFTWARE

L = LEGAL SERVICES

M = MAINTENANCE / OUTAGE

P = PERSONAL SERVICES

R = IT CONSULTING / DEVELOPMENT

S = OTHER (NON-PERSONAL) SERVICES

T = TELECOMM

W = CONTINGENT WORKFORCE

METHOD OF AWARD

B = COMPETITIVE BID

C = COMPETITIVE SEARCH

M = MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE VALUE < $500,000 / SERVICE-DISABLED VETERAN-OWNED BUSINESS

1 = SOLE SOURCE

2 = SINGLE SOURCE

A = NON-CONTRACT PURCHASE ORDERS AND CREDIT CARD PURCHASE IF AGGREGATED > $5,000

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
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	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	6,365	1,461	1,235	1/3/2017	C		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	C		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	70,000	10,678	0	1/26/2017	C		1/10/2020
4400001114	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		7,000	7,000	0	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		25,288,446	24,539,715	2,143,728	748,731	7/25/2017	O	6/25/2021	
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	379,885	26,910	659,101	8/18/2017	O	7/30/2023	
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	0	1,331	8/28/2017	C		8/31/2020
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	28,328	3,958	1,672	1/1/2018	O	4/14/2021	
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	0	940	1/1/2018	C		4/30/2020
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	0	33	1/1/2018	C		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	0	118	2/22/2018	C		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	24,070	1,395	930	2/22/2018	C		1/8/2020
4400002371	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	E	B	7	N	N	1		10,000	620	620	9,380	4/19/2018	C		1/8/2020

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4400002465	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		30,000	21,891	6,164	8,109	5/3/2018	C		8/20/2020
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	0	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	4,437	1,374	10,563	5/25/2018	O	4/14/2021	
4400002621	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	FINE AND COARSE AGGREGATES	E	C	5	N	N	1		50,872	19,664	9,535	31,208	6/10/2018	O	4/14/2021	
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	0	23,196	7/1/2018	O	6/30/2021	
4400002715	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	LP GAS	E	B	7	N	N	1		10,000	889	228	9,111	7/1/2018	O	6/30/2022	
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	6,170,878	13,530	84,238	8/29/2018	C		11/27/2020
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	41,826	15,950	1,905	8/31/2018	C		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	2,639	695	7,361	8/31/2018	C		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	8,467	2,917	1,533	8/31/2018	O	9/1/2022	
4400002892	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	FUEL	E	B	7	N	N	1		10,000	753	53	9,247	8/31/2018	O	9/1/2022	
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	C		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	C		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	0	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	

POWER AUTHORITY OF THE STATE OF NEW YORK
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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
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	
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	9,523	1,006	477	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	0	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	11,901	0	28,099	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	43,422	15,656	6,578	8/31/2018	O	8/30/2022	
4400002929	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		20,000	4,957	4,445	15,043	8/31/2018	O	9/1/2022	
4400002930	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		20,000	6,298	0	13,702	8/31/2018	O	9/1/2022	
4400002931	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/31/2018	O	9/1/2022	
4400002968	DONJON MARINE CO INC 100 CENTRAL AVE HILLSIDE, NJ 07205-2306 US	REEFING	S	B		N	N	2		3,385,713	3,385,713	89,958	0	8/22/2018	C		5/4/2020
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	9/1/2022	
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	25,000	1,232	0	8/31/2018	C		8/27/2020
4400002997	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		25,000	0	0	25,000	8/31/2018	C		8/27/2020
4400002998	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		45,000	44,909	2,778	91	8/30/2018	O	8/26/2021	
4400003002	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		145,000	135,402	29,324	9,598	8/30/2018	O	4/20/2021	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4400003003	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		30,000	30,000	0	0	8/30/2018	C		8/27/2020
4400003004	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/26/2021	
4400003005	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		30,000	0	0	30,000	8/30/2018	O	8/26/2021	
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	0	166	8/30/2018	C		8/27/2020
4400003007	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		30,000	28,524	423	1,476	8/30/2018	O	8/26/2021	
4400003008	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		50,000	0	0	50,000	8/30/2018	C		8/27/2020
4400003010	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		20,000	0	0	20,000	8/30/2018	C		8/27/2020
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	C		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	0	859	8/30/2018	C		8/27/2020
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	0	0	8/30/2018	C		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	14,572	5,259	428	8/30/2018	O	8/26/2021	
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	14,062	3,480	5,938	8/30/2018	C		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	15,199	3,031	4,801	8/30/2018	O	8/26/2021	

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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	63,635	18,266	1,365	8/31/2018	O	8/26/2021	
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	27,904	13,706	2,096	8/31/2018	O	8/26/2021	
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	205,371	118,297	151,774	1/1/2019	O	12/31/2021	
4400003325	DONJON SHIPBUILDING & REPAIR LLC 220 EAST BAYFRONT PKWY ERIE, PA 16507-2402 US	BARGE	E	B		N	N	4		5,064,790	1,755,614	565,775	3,309,176	11/7/2018	O	9/30/2022	
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	1,601,427	330,400	1,939,605	11/7/2018	O	12/31/2022	
4400003420	MORTON SALT INC 444 W LAKE ST STE 3000 CHICAGO, IL 60606-0090 US	SALT	E	B	7	N	N	1		7,443	7,362	1,452	81	12/3/2018	O	8/31/2021	
4400003477	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		105,000	30,868	12,870	74,132	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	15,934	8,510	64,066	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	46,719	20,250	23,281	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	0	128,465	12/19/2018	O	12/18/2021	
4400003502	PECKHAM MATERIALS CORP PECKHAM INDUSTRIES INC (PARENT) UNION ST ATHENS, NY 12015 US	SAND, STONE AND GRAVEL	E	B	7	N	N	1		40,000	9,988	8,176	30,012	1/1/2019	O	4/14/2021	
4400003516	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		50,000	33,641	13,588	16,359	12/19/2018	O	12/18/2022	
4400003582	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	FUEL	E	B	7	N	N	1		90,000	18,734	7,855	71,266	12/19/2018	O	12/18/2021	

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4400003583	SUNOCO LLC 3801 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073-2320 US	FUEL	E	B	7	N	N	1		45,000	39,300	34,616	5,700	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	39,287	21,423	150,713	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	11,203	6,230	53,797	12/19/2018	O	12/18/2021	
4400003661	ATLANTIC SALT INC 134 MIDDLE ST STE 210 LOWELL, MA 01852-1883 US	SALT	E	B	5	N	N	1		10,000	7,794	2,277	2,206	1/23/2019	C		8/30/2020
4400003700	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	5		9,241,400	6,761,739	3,965,584	2,479,661	2/4/2019	O	5/31/2021	
4400003727	NYS DEPARTMENT OF TRANSPORTATION 50 WOLF RD ALBANY, NY 12232-2645 US	BRIDGE REHABILITATIONS	C	B		N	N	3		9,873,467	4,174,301	3,894,187	5,699,166	3/26/2019	O	7/31/2021	
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	0	0	3/1/2019	C		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	0	123	3/12/2019	C		3/11/2020
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	0	0	3/31/2019	C		3/30/2020
4400003867	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501 US	WELDING PARTS AND SUPPLIES	E	2	6	N	N	1		9,400	4,500	910	4,900	3/1/2019	O	11/30/2021	
4400003880	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - ACCELA	S	B	7	N	N	1		13,564	13,564	0	0	3/28/2019	C		3/27/2020
4400003960	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRAILWAY PROJECT	C	B		N	01	2		3,542,000	1,592,891	1,306,948	1,949,109	4/25/2019	O	6/30/2021	

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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	0	790	4/19/2019	C		4/18/2020
4400003984	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	TRAILWAY PROJECT	C	B		N	N	3		2,071,245	1,872,624	1,363,137	198,621	4/26/2019	O	6/30/2021	
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	0	0	5/8/2019	C		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	0	1	5/9/2019	C		5/8/2020
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	0	0	5/21/2019	C		5/20/2020
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	14,919	14,919	0	5/23/2019	C		5/22/2020
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		10,998	10,631	3,398	367	6/4/2019	C		6/3/2020
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	0	2,092	6/14/2019	C		11/27/2020
4400004134	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	SUPPORT - MICROSOFT	S	B	7	N	N	1		33,935	33,935	0	0	6/28/2019	C		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	0	0	9/5/2019	C		12/8/2020
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	0	0	6/24/2019	C		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		25,000	16,157	8,776	8,843	6/28/2019	O	6/27/2021	
4400004196	ALBANY COUNTY SHERIFF'S OFFICE COUNTY COURT HOUSE ALBANY, NY 12207 US	MARINE PATROL	S	C	9	N	N	12		6,000	4,127	4,127	1,873	7/3/2019	C		3/31/2020

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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	C		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	21,727	21,727	18,273	7/3/2019	C		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	0	0	6/25/2019	C		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	C		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	34,404	34,404	3,356	7/11/2019	C		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	28,219	28,219	11,781	7/12/2019	C		3/31/2020
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	C		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	2,931,020	131,960	3,000	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	40,000	40,000	0	7/12/2019	C		12/17/2020
4400004241	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	9	N	N	11		32,025	10,837	10,837	21,188	7/12/2019	C		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	C		3/31/2020
4400004248	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	TRAILWAY PROJECT	C	B		N	N	5		4,719,450	2,862,803	2,539,808	1,856,647	8/12/2019	O	6/30/2021	
4400004255	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	3,672	2,386	6,328	7/19/2019	C		7/18/2020
4400004269	QUALITY CONTROLS 15 INDUSTRIAL PARK WALDWICK, NJ 07463 US	VALVES	E	C	8	F	N	5		151,770	151,770	151,770	0	7/26/2019	C		1/13/2020
4400004275	JASPER ENGINE EXCHANGE INC 815 WERNSING ROAD JASPER, IN 47546 US	FUEL	E	C	6	F	N	3		5,509	5,509	350	0	7/29/2019	C		12/17/2020

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4400004279	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	RUBBISH REMOVAL	S	B	7	N	N	1		10,000	4,794	3,440	5,206	7/30/2019	C		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	39,045	45	5,855	8/5/2019	O	8/4/2021	
4400004311	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE	S	B	7	F	N	1		500,000	499,617	347,403	383	8/14/2019	C		8/13/2020
4400004314	LUPINI CONSTRUCTION INC 6081 TRENTON RD UTICA, NY 13502-6227 US	EMERGENCY REPAIR	C	M	5	N	03	1		12,000	9,300	0	2,700	8/15/2019	C		8/14/2020
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	13,741	13,741	945	8/16/2019	C		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	0	0	8/1/2019	C		7/31/2020
4400004343	CCI COMPANIES PO BOX 186 CANASTOTA, NY 13032-0186 US	TRAILWAY PROJECT	C	B		N	N	2		9,321,831	4,601,994	4,601,994	4,719,837	8/30/2019	O	11/30/2021	
4400004345	NAYLOR PIPE COMPANY 1230 E 92ND ST CHICAGO, IL 60619-7997 US	COUPLINGS	E	C	6	N	N	3		13,459	13,459	679	0	8/27/2019	C		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		8,043,862	7,963,835	5,813,370	80,027	8/29/2019	O	3/31/2021	
4400004355	LAKE CHAMPLAIN MARITIME MUSEUM 4472 BASIN HARBOR RD VERGENNES, VT 05491 US	CONSULTATION SERVICES	P	1	8	N	N	1		115,000	101,426	101,426	13,574	9/1/2019	O	12/31/2021	
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	0	0	8/29/2019	C		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	0	2,000	9/3/2019	C		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	4,565	3,285	2,051	9/4/2019	C		12/20/2020
4400004389	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		25,000	2,520	0	22,480	9/12/2019	O	9/11/2021	

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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		62,392	50,649	50,649	11,743	9/30/2019	C		12/31/2020
4400004435	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	MAINTENANCE - LYRIS SOFTWARE	S	1	8	F	N	1		150,690	100,460	50,230	50,230	10/1/2019	O	9/30/2022	
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	12,644	12,644	0	10/1/2019	C		1/7/2020
4400004438	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140-9775 US	FIELD OFFICE RENTAL	E	2	5	N	N	1		6,474	6,038	6,038	436	10/1/2019	C		9/30/2020
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	0	0	10/2/2019	C		5/28/2020
4400004446	FIRE SAFETY SYSTEMS INC 525 AERO DR STE 2 BUFFALO, NY 14225-1443 US	PUBLIC ANNOUNCEMENT SYSTEM	E	M	8	F	02	1		53,787	19,947	19,947	33,840	10/3/2019	O	6/30/2021	
4400004452	ARDEM INC 124 HILLSBOROUGH RD HILLSBOROUGH, NJ 08844-2707 US	DOCUMENT SCANNING DIGITAL SERVICES	S	B		F	04	4		69,080	61,490	61,490	7,590	10/7/2019	C		12/31/2020
4400004459	UNDERWATER CONSULTANTS INTERNATIONA 6428 BARTZ RD LOCKPORT, NY 14094-9507 US	EMERGENCY DIVING ASSISTANCE	S	2	5	N	N	1		12,240	12,240	0	0	10/9/2019	C		10/8/2020
4400004463	WASTE MANAGEMENT LLC 2003 BLEEKER ST UTICA, NY 13501 US	RUBBISH REMOVAL	S	B	7	N	N	1		18,000	11,729	10,161	6,271	10/9/2019	C		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		44,500	12,500	0	32,000	10/7/2019	O	10/6/2021	
4400004474	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	CRANE BASKET	E	C	6	N	N	3		7,150	7,150	7,150	0	10/11/2019	C		5/29/2020
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	26,979	26,979	48,021	10/15/2019	O	8/31/2022	
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	0	0	10/21/2019	C		5/28/2020
4400004504	ENTERPRISE HOLDINGS INC DBA ENTPERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	CAR RENTAL	E	B	7	N	N	1		200,000	123,418	123,418	76,582	10/23/2019	O	9/15/2021	

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4400004509	ROCHESTER INDUSTRIAL SUPPLY CO INC 65 SAGINAW DR ROCHESTER, NY 14623-3131 US	PAINTING	E	C	6	N	N	3		7,610	7,099	7,099	511	10/27/2019	C		5/29/2020
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	0	0	11/8/2019	C		11/7/2020
4400004543	XYLEM DEWATERING SOLUTIONS INC 84 FLOODGATE RD BRIDGEPORT, NJ 08014-1001 US	HOSES	E	B	5	N	N	3		8,289	0	0	8,289	11/6/2019	C		11/5/2020
4400004562	TOTAL ADMINISTRATIVE SERVICES CORP TASC 2302 INTERNATIONAL LANE MADISON, WI 53704-3136 US	COBRA ADMINISTRATION SERVICES	P	B	8	F	N	5		5,000	0	0	5,000	1/1/2020	O	12/31/2024	
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	8,703	8,703	0	11/14/2019	C		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	0	130	11/15/2019	C		5/28/2020
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	0	1,072	11/15/2019	C		5/28/2020
4400004588	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	REWIRING, DRAINAGE IMPROVEMENTS	C	B		N	N	1		2,692,599	2,627,193	2,627,193	65,406	11/20/2019	O	6/30/2021	
4400004589	GODWIN PUMPS OF AMERICA 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	PUMP RENTAL	E	C	6	N	N	3		8,390	8,024	8,024	366	11/20/2019	C		12/20/2020
4400004590	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	3		21,215	21,215	17,600	0	11/20/2019	C		11/19/2020
4400004592	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	TRAILERS	E	B	8	N	N	1		241,352	131,335	131,335	110,017	11/21/2019	O	12/31/2021	
4400004598	RACO INTERNATIONAL LP 3350 INDUSTRIAL BLVD BETHEL PARK, PA 15102-2544 US	EQUIPMENT	E	2	8	F	N	1		40,803	40,775	40,775	28	11/21/2019	C		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	12,390	12,390	0	11/29/2019	C		5/28/2020

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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	0	0	11/18/2019	C		11/17/2020
4400004628	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B		F	N	1		413,347	410,707	410,707	2,640	12/6/2019	O	8/31/2021	
4400004652	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	MAINTENANCE - BENTLEY	S	B	7	N	N	1		38,650	38,650	38,650	0	1/1/2020	C		12/31/2020
4400004655	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033 US	SANDBLASTING	S	C	9	N	N	3		23,920	14,950	14,950	8,970	12/17/2019	C		12/16/2020
4400004663	J LAFLUER LOGGING & FORESTRY PRO 9192 PUMP RD JORDAN, NY 13080-9406 US	LUMBER	E	B	5	N	N	3		15,203	15,203	15,203	0	12/19/2019	C		5/29/2020
4400004666	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	EXCAVATOR WITH MULCHER RENTAL	E	B	7	N	N	1		33,875	33,875	33,875	0	12/20/2019	C		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	5,378	5,378	0	12/22/2019	C		3/5/2020
4400004678	NORTHERN EQUIPMENT SALES CO DBA NESCO 582 QUEENSBURY AVE QUEENSBURY, NY 12804-7612 US	CRANE BASKET AND ACCESSORIES	E	B	5	N	N	3		7,656	7,076	7,076	580	1/6/2020	C		5/28/2020
4400004681	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - SAP	S	B	7	F	N	1		36,447	36,447	36,447	0	1/1/2020	C		12/31/2020
4400004694	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	8		7,000	2,991	2,991	4,009	1/2/2020	O	12/31/2021	
4400004696	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		16,048	16,015	16,015	33	1/3/2020	O	11/30/2023	
4400004699	TROY BOILER WORKS INC 2800 7TH AVE TROY, NY 12180-1587 US	BOILER REPAIR AND SERVICE	M	2	5	N	01	1		45,000	9,278	9,278	35,722	1/5/2020	O	1/4/2021	
4400004702	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	DOZER RENTAL	E	B	7	N	N	1		54,600	35,699	35,699	18,901	1/6/2020	C		10/29/2020

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4400004717	MAIN CARE ENERGY PO BOX 314 CANAJOHARIE, NY 13317-0314 US	FUEL	E	B	7	N	01	3		40,000	13,461	13,461	26,539	1/13/2020	O	8/27/2021	
4400004721	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	CULVERT REPAIR	C	B		N	01	3		1,279,731	854,220	854,220	425,511	1/24/2020	O	8/31/2021	
4400004728	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	SUBSCRIPTION - ACCELA	S	B	6	N	N	1		14,513	14,513	14,513	0	3/28/2020	O	3/27/2021	
4400004734	HERC RENTALS 3 AVIS DR LATHAM, NY 12110-2601 US	RENTAL OF HEATER AND DUCTING	E	B	7	N	N	2		8,895	6,712	6,712	2,183	1/22/2020	C		5/28/2020
4400004737	ALBANY STEEL INC 566 BROADWAY - PO BOX 4006 ALBANY, NY 12204 US	STEEL	E	B	5	N	N	3		5,493	5,493	5,493	0	1/22/2020	C		5/28/2020
4400004746	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1611 BUSH ST BALTIMORE, MD 21230 US	HYDRAULIC DREDGE REPLACEMENT PARTS	E	1	5	F	N	1		31,223	29,223	29,223	2,000	1/24/2020	O	3/1/2021	
4400004758	NORTHEAST CRANE SALES & SERVICE LLC 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE REPAIR - PARTS AND LABOR	E	B	6	N	N	3	*	7,440	7,531	7,531	0	1/27/2020	C		12/16/2020
4400004761	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT POWER APPLICATIONS SOFTWARE	I	B	7	F	N	1		6,854	5,194	5,194	1,660	1/29/2020	C		8/31/2020
4400004767	UNITED AUTO SUPPLY OF SYRACUSE WEST INC 1200 STATE FAIR BLVD SYRACUSE, NY 13204-1070 US	AUTO PARTS	E	B	7	N	N	3		30,000	2,947	2,947	27,053	1/29/2020	O	1/28/2021	
4400004769	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		16,500	5,054	5,054	11,446	1/30/2020	O	8/30/2021	
4400004775	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1611 BUSH ST BALTIMORE, MD 21230 US	REPLACEMENT TANKS	E	2	8	F	N	1		202,270	202,270	202,270	0	2/3/2020	C		12/8/2020
4400004781	GODWIN PUMPS OF AMERICA 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	PUMP RENTAL	E	C	6	N	N	4		19,889	19,889	19,889	0	2/4/2020	C		12/8/2020

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4400004789	REULAND ELECTRIC CO 17969 RAILROAD ST CITY OF INDUSTRY, CA 91748-1113 US	BRAKE MOTOR	E	B	5	N	N	3		8,260	7,760	7,760	500	2/7/2020	O	2/6/2021	
4400004795	INDUSTRIAL HANDLING SERVICES INC PO BOX 2922 GLENVILLE, NY 12325-0922 US	OVERHEAD CRANE GROUNDING BAR	E	B	5	N	01	3		7,825	7,825	7,825	0	2/10/2020	O	2/9/2021	
4400004810	ROBERT H FINKE & SONS INC PO BOX 127 SELKIRK, NY 12158-0127 US	DUMP TRUCK RENTAL	E	B	7	N	N	5		6,783	6,226	6,226	557	2/14/2020	O	2/13/2021	
4400004814	SOWLE AUTOBODY INC 3956 STATE HIGHWAY 30A FULTONVILLE, NY 12072-2104 US	SANDBLASTING	E	B	5	N	N	3		9,000	9,000	9,000	0	2/14/2020	C		5/28/2020
4400004817	WHITES BORE REPAIR AND WELDING SERVICE LLC 107 BRUMLEY RD FULTONVILLE, NY 12072-3342 US	LINE BORING	C	B	6	N	N	3		7,400	7,400	7,400	0	2/17/2020	C		6/16/2020
4400004823	DURAMAX MARINE LLC 17990 GREAT LAKES PKWY HIRAM, OH 44234-9681 US	EXTRUSION GASKET	E	2	5	F	N	1	*	5,009	5,158	5,158	0	2/18/2020	C		5/28/2020
4400004824	WAYSIDE NURSERY INC 8962 PORTER RD NIAGARA FALLS, NY 14304-5700 US	LANDSCAPING	C	B		N	N	1		1,049,098	99,953	99,953	949,145	2/18/2020	O	8/17/2021	
4400004829	MOTION INDUSTRIES INC PO BOX 414444 BOSTON, MA 02241-4444 US	SHAFT BEARING FOR TUG	E	B	6	N	N	3		5,949	5,838	5,838	111	2/19/2020	C		12/20/2020
4400004832	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		100,000	47,598	47,598	52,402	2/20/2020	O	12/31/2021	
4400004840	NEW HAMPSHIRE HYDRAULICS INC 3 COLUMBIA CIRCLE MERRIMACK, NH 03054 US	REPAIR OF GATE CYLINDER AND ACCUMULATORS	S	B	6	N	N	3		12,200	12,200	12,200	0	2/25/2020	C		12/8/2020
4400004845	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	MOWER	E	B	7	N	N	1		86,110	86,110	86,110	0	2/25/2020	O	2/24/2021	
4400004856	YSI INC 1725 BRANNUM LANE YELLOW SPRINGS, OH 45387 US	WATER GAGES	E	2	5	F	N	1		28,894	28,894	28,894	0	3/2/2020	O	3/1/2021	
4400004857	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	2 RAM 1500 TRADESMAN QUAD CABS	E	B	7	N	N	4		54,294	54,294	54,294	0	3/2/2020	O	3/1/2021	

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4400004867	UPSTATE VALVE AND CONTROL INC DBA FOR CHRISTOPHER P L WARNETT 46 VALEWOOD RUN PENFIELD, NY 14526-2807 US	ACTUATOR	E	C	6	N	N	3		5,985	5,985	5,985	0	3/4/2020	O	3/3/2021	
4400004868	JCRANE EQUIPMENT 10315 W US 36 COVINGTON, OH 45318 US	SELF DUMPING BIN	E	B	5	N	N	3		7,200	7,200	7,200	0	3/4/2020	C		5/28/2020
4400004873	EDDY PUMP CORP 15405 OLDE HWY 80 EL CAJON, CA 92021-2409 US	DREDGE PUMP AND ACCESSORIES	E	B		N	N	1		268,238	181,263	181,263	86,975	3/5/2020	O	3/4/2021	
4400004876	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MONITORS	H	B	7	F	N	5		9,281	9,281	9,281	0	3/5/2020	C		4/12/2020
4400004888	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		45,000	26,665	26,665	18,335	3/9/2020	O	8/27/2021	
4400004889	WILLIAM SCOTSMAN INC STE 600 901 S BOND STE BALTIMORE, MD 21231-3348 US	OFFICE TRAILER RENTAL	E	B	6	N	N	1		12,944	0	0	12,944	3/9/2020	O	8/27/2022	
4400004900	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	LAPTOPS, MONITORS, ACCESSORIES	H	B	7	F	04	1		45,825	45,825	45,825	0	3/12/2020	C		4/27/2020
4400004904	AMERICAN RESTORATION & MAINT DBA PERFORMANCE INDUSTRIAL 51 HARRISON AVE SOUTH GLENS FALLS, NY 12803-5273 US	SANDBLASTING AND PAINTING	S	B	5	N	N	3		11,600	11,600	11,600	0	3/13/2020	C		5/28/2020
4400004906	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	RAM PROMASTER CARGO VAN	E	B	7	N	N	2		34,031	0	0	34,031	3/13/2020	O	3/12/2021	
4400004910	NORTHERN EQUIPMENT SALES CO NESCO 582 QUEENSBURY AVE QUEENSBURY, NY 12804-7612 US	CRANE RESCUE BASKET WITH ACCESSORIES	E	B	5	N	N	3		7,906	0	0	7,906	3/17/2020	O	3/16/2021	
4400004911	ID BOOTH INC BOOTH ELECTRIC SUPPLY PO BOX 579 ELMIRA, NY 14902-0549 US	ELECTRICAL SUPPLIES	E	C	6	N	N	3		8,106	8,106	8,106	0	3/18/2020	C		12/8/2020
4400004915	NEW HAMPSHIRE HYDRAULICS INC 3 COLUMBIA CIRCLE MERRIMACK, NH 03054 US	HYDRAULIC CYLINDER REHABILITATION	E	B	5	N	N	3		40,000	34,550	34,550	5,450	3/18/2020	O	3/17/2021	
4400004919	STAPLES CONTRACT & COMMERCIAL INC STAPLES BUSINESS ADVANTAGE 21A RAILROAD AVE ALBANY, NY 12205 US	OFFICE SUPPLIES	E	B	7	N	N	1		10,000	0	0	10,000	3/19/2020	O	3/31/2022	

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4400004921	LDJ MANUFACTURING INC DBA THUNDERCREEK EQUIPMENT 1833 HIGHWAY 163 PELLA, IA 50219-7530 US	FUEL TRAILER	E	B	5	F	N	3		36,943	36,943	36,943	0	3/19/2020	C		5/29/2020
4400004930	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	HOUSE TRAILERS	E	B	1	N	N	1		141,000	51,158	51,158	89,842	3/23/2020	C		5/22/2020
4400004932	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	SHOWER TRAILER	E	C	5	N	N	3		42,425	20,400	20,400	22,025	3/24/2020	C		5/29/2020
4400004937	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	CAT 926M WHEEL LOADER	E	B	7	N	N	2		156,181	0	0	156,181	3/25/2020	O	3/24/2021	
4400004938	SM PYNN & SONS INC 31 SIMONDS ST LOCKPORT, NY 14094-4110 US	EMERGENCY WATER LEAK REPAIR	S	2	5	N	N	1		6,100	6,100	6,100	0	3/26/2020	O	3/25/2021	
4400004939	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GIS HOSTING SERVICES AND SUPPORT	P	2	8	N	N	1		383,896	0	0	383,896	1/1/2020	O	12/31/2021	
4400004940	COPENHAGEN CARVERS LLC DBA BURRVILLE POWER EQUIPMENT 25371 NYS ROUTE 12S WATERTOWN, NY 13601 US	ALTOZ TRX MOWERS	E	B	5	N	N	3		36,458	36,458	36,458	0	3/30/2020	C		5/29/2020
4400004947	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	MAINTENANCE - SOPHOS	S	B	7	N	03	3		11,955	11,955	11,955	0	3/31/2020	O	3/30/2021	
4400004959	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501 US	WELDING GASES	E	1	5	N	N	1		9,000	4,177	4,177	4,823	4/29/2020	O	10/20/2021	
4400004967	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	WESTERN STAR DUMP TRUCKS	E	B	7	N	N	5		418,458	0	0	418,458	5/11/2020	O	5/10/2021	
4400004968	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458-1843 US	EARTHCAM	S	B	7	N	N	1		49,015	49,015	49,015	0	5/10/2020	O	5/9/2021	
4400004969	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	MAINTENANCE - IBM MAXIMO	S	M	8	N	03	1		140,172	140,172	140,172	0	6/25/2020	O	6/24/2021	
4400004987	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	MAINTENANCE - PROOFPOINT	S	B	7	N	N	1		102,485	102,485	102,485	0	6/24/2020	O	6/23/2021	

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4400004992	CLARK EQUIPMENT CO DBA BOBCAT CO/ DOOSAN PP/ DOOSAN NA 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	COMPACT EXCAVATOR	E	B	7	F	N	1		84,743	84,743	84,743	0	6/5/2020	C		9/30/2020
4400004993	KAMAN FLUID POWER LJ KFP BLOCKER INC RUBY FLUID POWER 1 VISION WAY BLOOMFIELD, CT 06002-5321 US	HYDRAULIC FLUID TOTE	E	B	5	N	N	3		6,736	5,332	5,332	1,404	6/8/2020	O	6/7/2021	
4400004997	HENNINGSON DURHAM&RICHARDSON ARCHITECTURE AND ENGINEERING PC 711 WESTCHESTER AVE - STE 103 WHITE PLAINS, NY 10604-3532 US	EXTERNAL	P	C		N	N	6		66,630	0	0	66,630	8/26/2020	O	8/25/2021	
4400005004	ENVIRONMENTAL SERVICE SYSTEMS LLC 2 INTERSTATE AVE ALBANY, NY 12205-5335 US	DISINFECT TOUCH PARTS	S	C	6	N	N	1		13,000	7,400	7,400	5,600	6/11/2020	O	4/30/2021	
4400005006	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MAINTENANCE - MICROSOFT	S	B	7	N	N	1		35,905	35,905	35,905	0	6/28/2020	O	6/27/2021	
4400005013	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	MAIL ROOM EQUIPMENT LEASE	E	B	7	N	N	1		63,095	6,310	6,310	56,785	6/15/2020	O	8/31/2024	
4400005016	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	MAINTENANCE - CHECKPOINT SECURITY	S	B	7	N	N	1		61,731	61,731	61,731	0	6/29/2020	O	6/28/2021	
4400005026	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - QUEST	S	B	5	F	N	1		8,066	0	0	8,066	6/15/2020	O	6/14/2021	
4400005039	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458-1843 US	EARTHCAM	S	B	7	N	N	1		49,015	49,015	49,015	0	5/23/2020	O	5/22/2021	
4400005042	EMPIRE HYDRAULICS & MACHINE LLC PO BOX 124 ADAMS CENTER, NY 13606 US	REPAIR OF GATE CYLINDER	E	C	6	N	N	3		14,276	14,276	14,276	0	6/24/2020	C		12/9/2020
4400005051	CARVER CONSTRUCTION INC 494 WESTERN TPKE STE 1 ALTAMONT, NY 12009-2095 US	EROSION AND SEDIMENT CONTROL DEVICES, EXCAVATION, CONSTRUCTION, DRAINAGE	C	C		N	N	2		6,304,150	2,385,886	2,385,886	3,918,264	7/2/2020	O	7/1/2021	
4400005090	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE UPGRADE - MICROSOFT	I	B	7	F	N	1		15,210	7,599	7,599	7,611	7/1/2020	C		12/31/2020

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4400005100	YSI INC 1725 BRANNUM LANE YELLOW SPRINGS, OH 45387 US	FUEL	E	B	8	N	N	3		99,998	99,998	99,998	0	7/14/2020	O	7/13/2021	
4400005104	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094 US	REPAIR DC MOTOR	E	C	6	N	N	3	*	7,924	7,945	7,945	0	7/15/2020	C		7/16/2020
4400005106	MIDWAY INDUSTRIAL SUPPLY INC PO BOX 303 - 51 WURZ AVE UTICA, NY 13503-0303 US	PAINT	E	C	5	N	N	1		7,508	6,828	6,828	680	7/16/2020	O	7/15/2021	
4400005108	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458-1843 US	EARTHCAM	S	B	7	N	N	1		39,212	39,212	39,212	0	6/7/2020	O	6/6/2021	
4400005115	ALBANY COUNTY SHERIFF'S OFFICE COUNTY COURT HOUSE ALBANY, NY 12207 US	MARINE PATROL	S	C	9	N	N	8		6,000	0	0	6,000	4/1/2020	O	3/31/2021	
4400005116	ERIE COUNTY SHERIFF'S OFFICE 10 DELAWARE AVE BUFFALO, NY 14202 US	MARINE PATROL	S	C	9	N	N	8		40,000	0	0	40,000	4/1/2020	O	3/31/2021	
4400005117	COUNTY OF MONROE 130 S PLYMOUTH AVE ROCHESTER, NY 14614 US	MARINE PATROL	S	C	9	N	N	8		38,400	0	0	38,400	4/1/2020	O	3/31/2021	
4400005118	NIAGARA COUNTY SHERIFF'S OFFICE 5526 NIAGARA ST EXT LOCKPORT, NY 14095 US	MARINE PATROL	S	C	9	N	N	8		40,000	0	0	40,000	4/1/2020	O	3/31/2021	
4400005121	J & J EQUIPMENT LLC 8913 TEREX DR BREWERTON, NY 13029-8450 US	RC SLOPE MOWER	E	B	7	N	N	1		50,900	50,900	50,900	0	7/20/2020	O	7/21/2021	
4400005131	ROBINSON AERIAL SURVEYS INC 1 EDGEVIEW DR HACKETTSTOWN, NJ 07840-4003 US	EMBANKMENT MAPPING AND GIS SERVICES	P	B		N	N	8		200,000	23,100	23,100	176,900	7/23/2020	O	7/22/2021	
4400005140	PULVER ROOFING INC 1418 ERIE STREET UTICA, NY 13502 US	ROOF REPLACEMENT	M	M	8	N	03	1		130,000	130,000	130,000	0	7/29/2020	C		12/9/2020
4400005141	ONONDAGA COUNTY SHERIFF'S OFFICE 407 SOUTH STATE ST SYRACUSE, NY 13202 US	MARINE PATROL	S	C	5	N	N	10		40,000	0	0	40,000	7/29/2020	O	3/31/2021	
4400005145	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		30,000	6,490	6,490	23,510	7/30/2020	O	12/10/2024	
4400005149	ORLEANS COUNTY SHERIFF'S OFFICE 13925 STATE ROUTE 31 ALBION, NY 14411 US	MARINE PATROL	S	C	5	N	N	12		40,000	5,685	5,685	34,315	8/3/2020	O	3/31/2021	
4400005150	COUNTY OF SCHENECTADY 620 STATE ST SCHENECTADY, NY 12305 US	MARINE PATROL	S	C	5	N	N	12		40,000	0	0	40,000	8/3/2020	O	3/31/2021	

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4400005151	SENECA COUNTY SHERIFF 6150 STATE RTE 96 ROMULUS, NY 14541-9552 US	MARINE PATROL	M	C	5	N	N	12		39,267	0	0	39,267	8/3/2020	O	3/31/2021	
4400005153	COPENHAGEN CARVERS LLC DBA BURRVILLE POWER EQUIPMENT 25371 NYS ROUTE 12S WATERTOWN, NY 13601 US	ALTOZ 766I SLOPE MOWERS	E	B	5	N	N	5		36,458	36,458	36,458	0	8/3/2020	O	8/2/2021	
4400005162	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	LIGHT TOWER RENTAL	E	2	5	N	N	1		5,763	5,763	5,763	0	8/6/2020	O	8/5/2021	
4400005172	PONDS AND BEYOND LLC PO BOX 235 NORTH CHATHAM, NY 12132-0235 US	FOUNTAIN AT SENECA FALLS REIMAGINE THE CANALS EVENT	E	C	5	N	N	2		48,204	48,204	48,204	0	8/10/2020	O	8/9/2021	
4400005174	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	EXCAVATOR CYLINDER REPLACEMENT	E	C	6	N	N	3		5,980	0	0	5,980	8/11/2020	C		12/10/2020
4400005176	STEEL SALES INC PO BOX 539 8085 STATE HIGHWAY 12 SHERBURNE, NY 13460 US	STEEL	E	C	6	N	03	3		5,887	5,875	5,875	12	8/12/2020	O	8/11/2021	
4400005194	UNION CONCRETE & CONSTRUCTION CORP 435 MEYER ROAD WEST SENECA, NY 14224 US	CONSTRUCTION OF RETAINING WALL	C	B		N	N	5		462,200	0	0	462,200	9/2/2020	O	3/1/2021	
4400005195	NICOLAS CASE THE FENCE GUYS 605 DIVISION ST STE 10 NORTH TONAWANDA, NY 14120-4486 US	FENCING	S	C	5	N	N	3		19,009	19,009	19,009	0	8/20/2020	O	8/19/2021	
4400005196	ROBERT H FINKE & SONS INC PO BOX 127 SELKIRK, NY 12158-0127 US	RENTAL OF DUMP TRUCK	E	B	7	N	N	3		11,951	11,951	11,951	0	8/20/2020	O	8/19/2021	
4400005227	PULVER ROOFING INC 1418 ERIE STREET UTICA, NY 13502 US	ROOF REPAIR	M	M	8	N	03	1		305,500	108,500	108,500	197,000	8/31/2020	O	8/30/2021	
4400005229	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	CATERPILLAR 349F EXCAVATOR	E	B	7	N	N	1		449,742	449,742	449,742	0	9/1/2020	O	8/31/2021	
4400005230	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	UTV RENTAL	E	B	5	N	N	2		6,060	0	0	6,060	9/1/2020	O	8/31/2021	
4400005231	POLARIS SALES INC 2100 HIGHWAY 55 MEDINA, MN 55340-9770 US	POLARIS RZR XP PRO 4	E	B	7	N	N	1		29,704	0	0	29,704	9/2/2020	O	9/1/2021	
4400005239	HARBORMASTER MARINE INC 8531 RONDA DR PO BOX 87157 CANTON, MI 48187 US	SPS-59 REPLACEMENT PARTS	S	1	5	F	N	1	*	7,197	7,217	7,217	0	9/11/2020	C		12/9/2020

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4400005244	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - ACCELA	S	B	7	N	N	1		36,527	36,527	36,527	0	11/8/2020	O	11/7/2021	
4400005245	FIRE FIGHTING EQUIPMENT CO INC 206 S GEORGE ST ROME, NY 13440-6541 US	FIRE SUPPRESSION SYSTEM	S	C	6	N	N	3		5,500	0	0	5,500	9/15/2020	O	4/20/2021	
4400005257	JOSALL SYRACUSE INC PO BOX 158 SYRACUSE, NY 13206-0158 US	ROOF REPAIR	S	B	5	N	N	3		13,000	10,890	10,890	2,110	9/18/2020	O	9/17/2021	
4400005268	AAI ACQUISITION LLC DBA AAI-A POWER-FLO TECHNOLOGIES CO 70 WRIGHT CIR AUBURN, NY 13021-3159 US	REPAIR OF MOTOR ARMATURES	S	C	5	N	N	3		10,120	0	0	10,120	9/24/2020	O	4/2/2021	
4400005276	FULTONVILLE MACHINE & TOOL CO INC 73 UNION STREET FULTONVILLE, NY 12072-1836 US	REPAIR OF BUTTERFLY VALVES	E	M	6	N	N	1		7,472	0	0	7,472	9/30/2020	O	9/29/2021	
4400005279	MJ SPOTH PLUMBING HEATING & AC INC 8345 LAPP RD EAST AMHERST, NY 14051-1179 US	REPLACE HEATERS IN MECHANIC'S SHOP	S	C	6	N	N	3		8,000	0	0	8,000	10/1/2020	O	4/2/2021	
4400005290	MAGNOLIA METAL CORPORATION PO BOX 34370 OMAHA, NE 68134 US	CAST BRONZE FOR MACHINE SHOP	E	C	5	F	N	3		5,326	5,326	5,326	0	10/6/2020	C		12/20/2020
4400005293	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MANAGEMENT SERVICES CONTRACT	E	B	7	N	N	1		178,215	67,531	67,531	110,684	10/6/2020	O	8/2/2025	
4400005294	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	TSHIRTS FOR OSHA SAFE AND SOUND WEEK	E	B	5	N	N	3		5,127	5,116	5,116	11	10/8/2020	O	10/7/2021	
4400005295	THE GOODYEAR TIRE & RUBBER COMPANY DBA GOODYEAR COMMERCIAL TIRE & SERV 200 INNOVATION WAY AKRON, OH 44316-0001 US	TRAVEL LIFT REPLACEMENT PARTS	E	B	5	N	N	3		23,000	0	0	23,000	10/8/2020	O	10/7/2021	
4400005298	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - ESRI	S	B	5	F	N	1		15,518	15,518	15,518	0	11/18/2020	O	11/17/2021	
4400005299	ALPIN HAUS SKI SHOP INC 4850 STATE HWY 30 AMSTERDAM, NY 12010 US	SEVEN CAMPER TRAILERS FOR COVID PRECAUTIONS	E	M	8	N	N	1		120,400	116,925	116,925	3,475	10/13/2020	O	10/12/2021	

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4400005306	BEACHY'S LUMBER & INSULATION LEWIS LYNN BEACHY 9441 SEAMAN RD MIDDLEPORT, NY 14105-9727 US	LUMBER	E	C	6	N	N	3		7,000	0	0	7,000	10/20/2020	O	2/25/2021	
4400005313	THE PIKE COMPANY 20 LOUDONVILLE RD ALBANY, NY 12204-1505 US	CONSTRUCTION OF MAINTENANCE FACILITY	C	B		N	N	6		11,776,113	0	0	11,776,113	10/27/2020	O	10/26/2022	
4400005314	SPRAGUE RESOURCES LP SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR PORTSMOUTH, NH 03801-6836 US	FUEL	E	B	7	N	N	12		50,000	1,566	1,566	48,434	10/22/2020	O	11/23/2021	
4400005323	FINGER LAKES INDUSTRIAL CONTRACTING CORP 3195 E BAYARD STREET EXT SENECA FALLS, NY 13148-9702 US	DIVING SERVICES	S	B	5	N	03	3		8,780	4,240	4,240	4,540	10/26/2020	O	10/25/2021	
4400005325	HUDSON MOTORS PARTNERSHIP DBA HUDSON TOYOTA 585 ROUTE 440 JERSEY CITY, NJ 07305-4878 US	NINE TOYOTA RAV4 HYB AWD	E	B	7	N	N	1		239,355	0	0	239,355	10/27/2020	O	10/26/2021	
4400005326	NASSAU NATIONAL CABLE CORP 505 NORTHERN BLVD - STE 209 GREAT NECK, NY 11021-5112 US	ELECTRIC WIRE FOR WINTER PUMP OUT	E	C	5	N	N	3		5,475	5,475	5,475	0	10/27/2020	C		12/9/2020
4400005343	PTC INC 121 SEAPORT BLVD BOSTON, MA 02210-2050 US	SOFTWARE LICENSE - MATHCAD	E	1	5	N	N	1		11,640	0	0	11,640	10/30/2020	O	10/29/2022	
4400005345	MAIN MOTORCAR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095 US	3 RAM 4X4 TRUCKS	E	B	7	N	N	5		81,178	0	0	81,178	11/2/2020	O	11/1/2021	
4400005347	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	1 2020 2500 TRADESMAN RAM 4X4	E	B	7	N	N	5		33,399	33,399	33,399	0	11/1/2020	O	10/31/2021	
4400005352	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	S	B	5	N	N	3		12,207	7,150	7,150	5,057	11/2/2020	O	11/1/2021	
4400005353	JOE CECCONI'S CHRYSLER COMPLEX 2380 MILITARY RD NIAGARA FALLS, NY 14304-1563 US	FOUR DODGE DURANGOS	E	B	7	N	N	5		118,506	118,506	118,506	0	11/2/2020	O	11/1/2021	
4400005368	HUNT UNDERWATER SPECIALTIES 200 E MAIN ST PO BOX 832 WATERTOWN, NY 13601 US	DIVING SERVICES	S	C	6	N	N	3		7,000	7,000	7,000	0	11/5/2020	O	5/20/2021	

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4400005375	ADAM LERNER 3433 PECOS ST DENVER, CO 80211 US	CONSULTANT SERVICES FOR MARKETING	P	2	9	N	N	1		6,000	0	0	6,000	11/6/2020	O	11/5/2021	
4400005376	SYNTHESIS ARCHITECTS LLP 162 JAY ST SCHENECTADY, NY 12305-1906 US	GPM PROJECT	P	2	8	N	N	1		589,000	0	0	589,000	11/6/2020	O	11/5/2023	
4400005378	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - DUO	S	B	8	F	N	2		93,064	93,064	93,064	0	8/1/2020	O	7/31/2021	
4400005393	J LAFLUER LOGGING & FORESTRY PRO 9192 PUMP RD JORDAN, NY 13080-9406 US	LUMBER	E	C	6	N	N	3		8,081	0	0	8,081	11/13/2020	O	4/20/2021	
4400005394	ON THE WATER LLC 707 TEATICKET HWY TEATICKET, MA 02536-5845 US	FILMING, EDITING, BROADCASTING SERVICES	S	2	9	N	N	1		15,000	15,000	15,000	0	11/13/2020	O	11/12/2021	
4400005402	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564-9417 US	TRANSFER SWITCH	P	C	5	N	N	3		8,000	0	0	8,000	11/16/2020	O	11/15/2021	
4400005407	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MAINTENANCE - MICROSOFT	I	B	7	F	N	1		331,223	331,223	331,223	0	11/18/2020	O	4/2/2021	
4400005417	UNITED RENTALS (NORTH AMERICA) INC DBA RELIABLE ONSITE SERVICES 100 FIRST STAMFORD PL - STE 700 STAMFORD, CT 06902-9200 US	SCAFFOLD	E	B	5	N	N	3		13,559	0	0	13,559	11/20/2020	O	11/19/2021	
4400005418	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	ADA COMPLAINT PORTABLE TOILET	E	B	6	N	N	5		5,015	0	0	5,015	11/23/2020	O	5/1/2021	
4400005421	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140-9775 US	MOBILE OFFICE TRAILER RENTAL	E	C	5	N	N	3		6,000	2,142	2,142	3,858	11/23/2020	O	11/22/2021	
4400005423	84 LUMBER 1505 SCOTTSVILLE RD ROCHESTER, NY 14623-1934 US	LUMBER	E	B	5	N	N	3		16,791	0	0	16,791	11/23/2020	O	11/22/2021	
4400005426	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140-9775 US	MOBILE OFFICE TRAILER RENTAL	E	C	5	N	N	3		12,000	1,822	1,822	10,178	11/23/2020	O	11/22/2021	
4400005427	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140-9775 US	MOBILE OFFICE TRAILER RENTAL	E	C	5	N	N	3		12,000	3,500	3,500	8,500	11/23/2020	O	11/22/2021	

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4400005430	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	HARD SURFACE WHEEL WELDING SYSTEM	E	B			N	N	2		164,500	0	0	164,500	11/24/2020	O	11/23/2021	
4400005431	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140-9775 US	MOBILE OFFICE TRAILER RENTAL	E	C	5	N	N	3		6,000	0	0	6,000	11/24/2020	O	11/23/2021	
4400005444	EARTHCAM INC 650 E CRESCENT AVE STE 100 UPPER SADDLE RIVER, NJ 07458-1843 US	EARTHCAM	S	B	7	N	N	1		15,873	15,873	15,873	0	10/31/2020	O	5/16/2021	
4400005448	PKA TECHNOLOGIES INC 3 PARAGON DR MONTVALE, NJ 07645-1782 US	HP ELITEDISPLAY E243 MONITORS	H	B	7	F	03	6		8,664	0	0	8,664	12/3/2020	O	3/1/2021	
4400005449	J LAFLUER LOGGING & FORESTRY PRO 9192 PUMP RD JORDAN, NY 13080-9406 US	LUMBER	E	C	6	N	N	4		6,643	0	0	6,643	12/4/2020	O	5/1/2021	
4400005450	SAFETY COMPLIANCE SERVICES INC 6286 E TAFT RD NORTH SYRACUSE, NY 13212-2528 US	CONFINED SPACES RESCUE SERVICE	P	M	5	N	N	1		30,000	0	0	30,000	12/7/2020	O	12/6/2021	
4400005451	ALBANY STEEL INC 566 BROADWAY - PO BOX 4006 ALBANY, NY 12204 US	STEEL	E	B	5	N	N	3		19,764	0	0	19,764	12/4/2020	O	12/3/2021	
4400005452	PKA TECHNOLOGIES INC 3 PARAGON DR MONTVALE, NJ 07645-1782 US	HP LAPTOPS, ACCESSORIES, AND MAINTENANCE	H	B	7	F	03	4		55,626	0	0	55,626	12/6/2020	O	3/1/2021	
4400005454	KOPPERS UTILITY & INDUSTRIAL PRODCU 1705 VILLAGE PARK DR ORANGEBURG, SC 29118-2401 US	LUMBER	E	B	5	N	N	3		11,770	0	0	11,770	12/7/2020	O	12/6/2021	
4400005478	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458 US	STRAIGHT BOOM LIFT RENTAL	E	C	6	N	N	3		6,750	0	0	6,750	12/17/2020	O	6/16/2021	
4400005480	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	DUMP TRUCK RENTAL	E	B	7	N	N	4		23,967	0	0	23,967	12/17/2020	O	12/16/2021	
4400005489	MRC INC F/K/A MARTURANO RECREATION COMPANY 2130 ROUTE 35 BLD B STE 222 SEA GIRT, NJ 08750 US	ADA COMPLIANT PICNIC TABLES	E	B	6	F	N	2		5,406	0	0	5,406	12/22/2020	O	4/20/2021	
4400005490	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	FUEL	E	B	7	N	01	3		15,000	0	0	15,000	12/22/2020	O	12/31/2024	

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4400005491	LOE TRAILER SALES OF WNY LLCC 40 CENNECTING BVLD N TONAWANDA, NY 14120-1337 US	ENCLOSED TRAILER	E	B	5	N	N	3		8,086	0	0	8,086	12/22/2020	O	12/21/2021	
4400005495	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE SERVICES	S	B	7	N	N	1		450,000	0	0	450,000	12/24/2020	O	12/23/2021	
4400005496	SNAP ON INCORPORATED IDSC HOLDING LLC SNAP ON INDUSTRIAL 3011 IL ROUTE 176 CRYSTAL LAKE, IL 60014-2256 US	SCAN TOOLS FOR FLEET GARAGES	E	B	7	F	N	1		85,438	0	0	85,438	12/24/2020	O	12/23/2021	
4400005497	NODINES HEATING INC PO BOX 636 RED CREEK, NY 13143-0636 US	FURNACE INSTALLATION ON FLOATING PLANT	S	C	5	N	N	3		8,725	0	0	8,725	12/28/2020	O	4/2/2021	
4400005500	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913 US	DIVING SERVICES	M	C	5	N	N	3		17,540	0	0	17,540	12/30/2020	O	6/20/2021	
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	765,866	50,444	49,546	1/3/2012	O	12/31/2022	
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	0	59,437	1/10/2012	O	12/31/2022	
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	0	1,018,632	1/1/2013	C		6/30/2020
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		3,879,372	2,060,963	0	1,818,409	7/23/2013	C		12/31/2020
4500243325	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV GSU	E	B		F	N	13		2,428,627	2,428,627	30,000	0	3/20/2014	C		12/24/2020
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	2,021,189	263,413	849,662	12/15/2014	O	3/2/2023	
4500253512	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	765KV CIRCUIT BREAKERS	E	B		F	N	5		7,111,596	4,823,330	0	2,288,266	12/19/2014	C		12/28/2020
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	0	10,974	1/13/2015	C		2/28/2020
4500254865	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	MAINTENANCE - SOFTWARE SENSE	S	1	8	N	N	1		169,375	159,075	0	10,300	3/1/2015	C		2/28/2020

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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	238,478	39,075	0	4/1/2015	C		3/31/2020
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		106,307	106,307	0	0	6/3/2015	C		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	0	9,637	6/3/2015	C		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		8,939,037	3,169,397	683,500	5,769,640	6/25/2015	O	11/30/2023	
4500260759	WILLIAMS SCOTSMAN INC PO BOX 50 PHOENIX, NY 13135 US	RENTAL OF MOBILE OFFICE	E	B	5	N	N	1		29,325	24,775	3,588	4,550	7/1/2015	O	6/30/2021	
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	422,240	15,450	102,411	7/14/2015	C		6/30/2020
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	0	7,558	5/24/2015	O	1/8/2021	
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	0	0	6/1/2015	C		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	0	663,013	8/14/2015	C		8/13/2020
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	C		8/26/2020
4500262861	LOADSPRING SOLUTIONS INC 1500 DISTRICT AVE BURLINGTON, MA 01803-5069 US	OFFSITE PRIMAVERA HOSTING	S	B			F	N	2		1,513,275	1,443,593	69,548	69,682	10/1/2015	C		12/31/2020
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	9/30/2021	
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	12/31/2021	
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	55,077,870	350,000	29,223,909	10/15/2015	C		12/30/2020

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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	C		9/30/2020
4500267484	CITYSIDE ARCHIVES LTD 499 MILL RD EDISON, NJ 08817 US	OFFSITE RECORDS STORAGE	S	B			F	N	2		500,000	280,265	55,318	219,735	12/1/2015	O	11/30/2021	
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	914,396	30,176	2,154,280	1/1/2016	O	12/31/2021	
4500268084	SCHICHTEL'S NURSERY INC 7420 PETERS RD SPRINGVILLE, NY 14141-9405 US	POWER FOR TREES PROGRAM	E	B			N	01	3		150,000	148,535	59,982	1,465	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	7,473,289	1,003,667	193,830	2/1/2016	O	1/31/2021	
4500270758	GENERAL ELECTRIC INTERNATIONAL INC 175 MILENS RD TONAWANDA, NY 14150-6701 US	REMOVE, REFURBISH, DELIVER, INSTALL GSU'S	E	C			N	N	1		2,363,078	2,363,078	0	0	3/31/2016	O	3/30/2021	
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	680,864	127,685	125,326	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	136,524	39,801	13,476	5/9/2016	C		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		7,212,225	7,190,523	355,776	21,702	5/9/2016	C		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	11,615,709	2,433,646	3,384,291	6/5/2016	O	6/4/2021	
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	194,744	25,729	165,256	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	12,774	642	227,226	6/10/2016	O	6/9/2021	

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4500274855	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	STATION SERVICE UPGRADE	E	B		N	N	5		6,713,598	6,280,069	397,117	433,529	7/19/2016	C		7/18/2020
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	1,044,172	203,452	168,159	8/1/2016	O	2/27/2021	
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	432,470	22,247	1,367,530	9/28/2016	O	9/27/2021	
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	82,500	16,500	0	8/1/2016	O	7/31/2021	
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	0	0	9/1/2016	C		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	577,943	167,178	772,057	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	311,376	83,419	138,624	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	13,180	3,716	11,820	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	5,015,523	1,682,181	4,384,477	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	499,918	63,591	83	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		9,050,001	9,048,056	864,513	1,945	8/29/2016	O	8/27/2021	
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	11/16/2021	
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	1,256,121	12,533	0	11/16/2016	C		3/31/2020

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4500280055	QUADIENT LEASING USA INC 478 WHEELERS FARMS RD MILFORD, CT 06461-9105 US	MAIL EQUIPMENT RENTAL	E	B	5	N	N	1		12,000	6,816	1,704	5,184	2/1/2017	O	1/31/2022	
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	481,616	196,407	100,045	12/19/2016	O	12/18/2021	
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	C		1/2/2020
4500280487	MILLER ADVERTISING AGENCY INC 10 ROCKEFELLER PLZ STE 1016 NEW YORK, NY 10020-1903 US	MEDIA ADVERTISING SERVICES	P	B		N	N	4		500,000	136,289	35,644	363,711	1/1/2017	O	12/31/2021	
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	983,959	104,340	30,491	12/29/2016	O	12/28/2021	
4500282188	GE GRID SOLUTIONS LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	115/230KV DISCONNECT SWITCHES	E	B		F	N	4		602,050	510,250	0	91,800	3/2/2017	O	3/6/2025	
4500282254	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	SWITCHYARD DC BATTERY REPLACEMENT	E	B		N	01	4		591,958	501,451	12,550	90,507	2/15/2017	O	6/1/2021	
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	0	120	4/21/2017	C		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	0	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	2,501,984	268,124	24,457	5/1/2017	O	2/21/2021	
4500284949	OSISOFT LLC 1600 ALVARADO ST SAN LEANDRO, CA 94577 US	MAINTENANCE - OSI ENTERPRISE	S	B	8	N	N	2		6,162,500	3,475,312	405,976	2,687,188	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		1,102,448	582,708	124,895	519,740	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	0	33,099	5/22/2017	C		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	285,220	49,402	292,280	8/1/2017	O	7/31/2022	

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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	92,471	27,841	42,388	6/12/2017	O	6/11/2022	
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	C		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	0	467,750	6/23/2017	C		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	813,333	553,066	0	6/27/2017	C		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	252,722	27,700	21,780	7/19/2017	C		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	0	319,747	6/29/2017	O	5/31/2022	
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	23,811,632	2,939,173	2,489,890	6/29/2017	C		12/31/2020
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	0	35,510	7/19/2017	C		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	4,815,390	1,311,341	1,544,059	6/30/2017	O	6/29/2022	
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	650,000	335,000	0	8/24/2017	C		2/28/2020
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	C		2/29/2020
4500289087	XEROX CORPORATION 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	MAINTENANCE - IGEN 5 EQUIPMENT	E	B	7	F	N	1		751,615	537,028	183,305	214,587	8/30/2017	O	9/26/2022	
4500289294	BOLTTECH MANNINGS INC 311 W MAIN ST ROCKAWAY, NJ 07866-3317 US	SPIDER ROTOR PWHT	S	B		F	N	2		196,658	196,658	71,965	0	9/8/2017	C		3/25/2020

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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	422,094	138,910	0	9/12/2017	O	2/24/2021	
4500289932	N SPRO LLC 1014 THOMPSON BLVD SEDALIA, MO 65301-2243 US	SUCCESSFACTORS IMPLEMENTATION SERVICES	P	B			F	N	6		1,804,027	1,390,710	133,108	413,317	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	37,771	9,000	53,229	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		12,942,701	4,781,078	4,539,557	8,161,623	9/29/2017	C		12/31/2020
4500290135	SOVOS COMPLIANCE LLC 200 BALLARDVALE ST WILMINGTON, MA 01887-1074 US	ACA TAX REPORTING SERVICES	P	B			F	N	4		122,977	98,382	24,595	24,595	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		3,280,880	2,611,307	118,860	669,573	11/22/2017	O	6/30/2021	
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		3,182,550	2,107,824	514,783	1,074,726	11/6/2017	O	11/5/2022	
4500291596	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	RELAY REPLACEMENT PARTS	E	B	8	F	N	2		922,747	922,747	0	0	11/13/2017	C		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		598,893	553,834	43,958	45,059	11/22/2017	C		5/31/2020
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		48,512	21,967	11,368	26,545	12/1/2017	O	11/30/2022	
4500292956	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	PRINTER LEASE	S	B	7	N	N	1		61,361	30,681	9,204	30,680	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	0	74,000	1/1/2018	O	12/31/2022	
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	20,871	7,570	65,399	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	15,810	2,015	55,530	1/25/2018	O	12/31/2021	

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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	147,900	46,800	7,100	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	167,299	84,291	124,217	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	S	B	8	N	N	3		1,748,536	1,249,327	5,231	499,209	1/30/2018	O	12/12/2021	
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	4,873,546	1,352,585	5,534,731	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	66,920	22,307	0	12/27/2017	O	12/26/2021	
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	0	107,808	2/16/2018	O	12/31/2021	
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	0	193,128	1/1/2018	O	12/31/2022	
4500295537	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	GANTRY CRANE BUS PARAPET UPGRADE PROGRAM	C	B		F	N	1	*	4,288,560	4,288,731	469,179	0	3/22/2018	O	3/21/2021	
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	2,649,291	571,692	0	4/9/2018	C		3/18/2020
4500296984	MINIMAX FIRE SOLUTIONS INC 7455 LONGARD RD LIVERMORE, CA 94551-8238 US	DELUGE FIRE SUPPRESSION SYSTEM	C	B		F	N	2		640,116	637,129	232,955	2,987	4/26/2018	C		12/31/2020
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	C		12/30/2020
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		290,000	232,991	43,330	57,009	4/19/2018	O	5/9/2021	

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4500297522	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	DAM CONCRETE REHABILITATION PROJECT	C	B			N	N	2	*	522,101	522,133	0	0	12/31/2018	C		5/10/2020
4500297810	INNOVATIVE AUTOMATION INC 954 HERITAGE HIILS DR YORK, PA 17402 US	COMPLETION OF DEVELOPING NORTHERN REGION OPERATING PROCEDURES AND SYSTEM DESCRIPTIONS	A	2	1	F	N	1		550,000	546,879	170,475	3,121	3/20/2018	C		4/30/2020
4500297863	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	MAINTENANCE - ORACLE	S	2	8	N	N	1		930,505	802,429	375,448	128,076	5/14/2018	O	3/31/2021	
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	28,500	13,500	21,500	6/15/2018	C		6/9/2020
4500298321	ADP LLC PO BOX 842875 BOSTON, MA 02284-2875 US	PAYROLL SERVICES	S	C		F	N	5		878,511	372,380	162,067	506,131	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	895,843	29,750	77,878	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		344,056	76,580	6,600	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		3,869,842	3,856,604	1,375,229	13,238	7/1/2018	O	6/30/2021	
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	202,720	79,235	80,880	6/13/2018	C		5/31/2020
4500298578	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	TLEM PLATTSBURGH SUBSTATION SERVICE ELECTRICAL EQUIPMENT INSTALLATION	C	B			N	N	2		3,631,955	3,252,268	1,485,271	379,687	6/21/2018	O	2/1/2022	
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	331,600	88,797	377,310	7/9/2018	O	7/8/2023	
4500298879	ROCKY MOUNTAIN INSTITUTE CARBON WAR ROOM 2490 JUNCTION PL STE 200 BOULDER, CO 80301-2167 US	CONSULTING SERVICES	P	2	8	F	N	1		950,000	525,866	71,536	424,134	7/2/2018	C		12/31/2020
4500298881	BLOUNT BOATS INC 461 WATER ST WARREN, RI 02885-3929 US	ICE BREAKER VESSEL	E	B		F	N	3		4,389,708	4,383,852	1,374,348	5,856	6/28/2018	C		10/30/2020
4500298959	MICHELS POWER INC 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	3,124,433	26,215	0	6/29/2018	C		6/27/2020

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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	102,900	35,300	0	7/1/2018	O	6/30/2021	
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	22,314	9,152	10,686	7/12/2018	O	7/11/2021	
4500299554	KENNY CONSTRUCTION COMPANY 2215 SANDERS RD STE 400 NORTHBROOK, IL 60062-6114 US	NERC CIP CYBER SECURITY UPGRADES	C	B		F	N	4		1,911,360	1,911,360	114,097	0	7/20/2018	C		6/1/2020
4500299651	J & J EQUIPMENT LLC 8913 TEREX DR BREWERTON, NY 13029-8450 US	TYMCO 600 SWEEPER RENTAL	E	B	5	N	N	2		28,350	18,150	9,450	10,200	7/24/2018	O	6/1/2021	
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	63,603	29,845	316,409	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		2,973,644	2,658,922	493,002	314,722	8/28/2018	O	7/31/2023	
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	110,346	38,946	2	8/3/2018	O	8/3/2021	
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	27,995	27,995	5,670	8/20/2018	C		8/16/2020
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		687,694	563,209	110,361	124,485	10/18/2018	C		12/31/2020
4500300827	HINCKLEY ALLEN & SNYDER LLP 1000 WESTMINSTER ST STE 1500 PROVIDENCE, RI 02903 US	LEGAL SERVICES	L	2		N	N	1		25,000	2,418	183	22,582	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	3,165,435	3,165,435	131,457	8/28/2018	C		12/31/2020
4500301031	E J OCONNELL SENSOR DEPLOYMENT JV 4641 VERNON BLVD LONG ISLAND CITY, NY 11101-5308 US	SENSOR DEPLOYMENT PROGRAM PHASE II	C	B		N	N	4		80,538,047	57,486,339	14,431,788	23,051,708	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	303,000	95,000	190,000	9/5/2018	O	9/4/2023	

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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	33,000	8,500	0	8/31/2018	C		8/31/2020
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	22,500	2,500	13,500	9/7/2018	O	9/6/2023	
4500301364	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	VISCHER FERRY DEBRIS/ICE BOOM PROJECT	E	C		N	01	3		817,274	749,644	262,929	67,630	9/13/2018	C		6/30/2020
4500301674	GE GRID SOLUTIONS LLC 10 PALUSO DR CHARLEROI, PA 15022-1076 US	BREAKER, CIRCUIT, SPARES	E	B		F	N	2	*	122,943	123,385	123,385	0	9/24/2018	C		9/22/2020
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	430,451	150,152	204,114	10/1/2018	C		9/30/2020
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	469,777	58,677	211,123	9/28/2018	O	11/27/2021	
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		119,525	119,525	63,525	0	10/1/2018	O	9/30/2021	
4500302028	TRUVIEW BSI LLC 390 RXR PLAZA UNIONDALE, NY 11556-0390 US	BACKGROUND SECURITY SERVICES	S	B		N	02	6		1,943,865	1,646,452	481,068	297,413	8/1/2017	C		8/23/2020
4500302206	THREETECH 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	63,690	30,370	12,510	10/12/2018	C		6/5/2020
4500302588	SAFESPAN SCAFFOLDING LLC 252 FILLMORE AVE TONAWANDA, NY 14150 US	SCAFFOLDING SERVICES CENTRAL REGION	E	2	8	N	N	1		80,000	12,348	4,352	67,652	12/6/2018	O	12/31/2021	
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	
4500302962	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	SOFTWARE, MAINTENANCE, TRAINING - EGRC	I	B	7	F	N	1		1,248,043	1,141,705	252,558	106,338	11/2/2018	O	11/1/2021	
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		211,015	179,579	55,625	31,436	11/9/2018	O	2/8/2021	

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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	0	0	10/1/2018	O	9/30/2038	
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		760,252	274,500	137,250	485,752	11/8/2018	O	11/7/2023	
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		465,296	336,988	98,924	128,308	11/20/2018	C		11/19/2020
4500303444	ABB ENTERPRISE SOFTWARE I 180 CONSTELLATION DR STONEY CREEK, ON L8E 6B2 CA	REMOVE, REFURBISH, DELIVER, INSTALL GSU'S	E	B		F	N	1		4,524,330	769,500	0	3,754,830	7/1/2018	O	3/30/2021	
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		66,269	26,300	0	39,969	11/28/2018	O	3/14/2026	
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	118,765	42,185	616,235	11/12/2018	O	11/11/2022	
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	25,500	500	5,875	2/10/2019	C		2/9/2020
4500304105	COVINGTON & BURLING LLP 1 FRONT ST SAN FRANCISCO, CA 94111 US	LEGAL SERVICES	L	2		N	N	1		31,250	26,250	20,000	5,000	8/1/2018	O	7/31/2021	
4500304389	LEIDOS ENGINEERING LLC 11951 FREEDOM DR RESTON, VA 20190-5640 US	OPGW DESIGN MARCY SOUTH	A	B		N	N	14		564,765	457,029	71,215	107,736	12/19/2018	O	7/22/2021	
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		1,154,062	956,837	788,432	197,225	12/19/2018	O	12/31/2021	
4500304393	SNC LTD 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 US	OPGW DESIGN NATL	A	B		N	N	14		558,647	504,795	118,570	53,852	12/19/2018	O	12/31/2021	
4500304395	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	OPGW OWNERS ENGINEER	A	B		N	N	14		728,245	694,203	264,281	34,042	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		294,988	249,760	102,817	45,228	12/19/2018	O	12/31/2021	
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		79,329,355	23,910,491	22,297,691	55,418,864	12/28/2018	O	12/27/2022	

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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	0	0	11/1/2019	C		1/31/2020
4500304517	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	CONTROL ROOM RENOVATION	C	C		N	N	2		1,072,613	818,277	159,016	254,336	1/7/2019	O	5/31/2021	
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	2,220,816	207,335	2,157,395	1/7/2019	O	12/31/2021	
4500304592	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	2		11,000	10,046	3,469	954	1/1/2019	C		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	4,935	173	10,065	1/1/2019	C		12/31/2020
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	0	77,524	1/3/2019	O	4/2/2021	
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	125,000	62,500	0	1/10/2019	C		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	0	0	1/10/2019	C		1/9/2020
4500304973	CARE SECURITY SYSTEM INC 9 HEMION RD MONTEBELLO, NY 10901-4928 US	DELTA BARRIER MAINTENANCE	E	B	5	N	N	1		49,000	29,970	7,115	19,030	1/10/2019	C		1/31/2020
4500304991	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	VENTILATION ANALYSIS	R	2	8	N	N	1		121,000	121,000	121,000	0	3/5/2019	C		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	59,881	59,881	57,375	1/11/2019	O	12/31/2021	
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	100,000	41,950	0	1/4/2019	C		1/31/2020
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	0	0	1/14/2019	O	1/13/2022	
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	0	77,670	1/22/2019	C		1/21/2020
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	0	7,396	1/16/2019	O	1/15/2021	

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4500305238	CDW GOVERNMENT INC 75 REMITTANCE DR - STE 1515 CHICAGO, IL 60675-1515 US	HP LAPTOPS	H	1	8	F	N	1		84,594	38,773	3,034	45,821	1/17/2019	C		1/16/2020
4500305239	GHA TECHNOLOGIES INC 8998 E RAINTREE DR SCOTTSDALE, AZ 85260-7024 US	HP LAPTOPS	H	1	8	F	N	1		76,736	76,736	0	0	1/17/2019	C		1/16/2020
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	0	11,887	1/24/2019	O	1/22/2021	
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	1,630,000	908,785	0	2/4/2019	C		6/30/2020
4500305761	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	PROOFPOINT DIGITAL RISK MODULE	I	1	8	F	N	1		57,935	57,935	0	0	1/31/2019	C		1/30/2020
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	237,695	87,474	1,037	2/6/2019	C		2/5/2020
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	78,400	30,800	1,800	2/4/2019	C		7/2/2020
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	0	0	2/22/2019	C		2/21/2020
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	0	1,369	4/1/2019	C		3/31/2020
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	0	70,340	2/6/2019	C		12/31/2020
4500306024	COMPULINK 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	0	0	1/26/2019	C		1/25/2020
4500306056	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	RUBBISH REMOVAL	S	B	8	N	N	1		80,000	57,806	28,810	22,194	2/14/2019	C		2/13/2020
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	0	0	2/20/2019	C		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	0	0	1/15/2019	C		1/14/2020

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4500306270	TOFFLER ASSOCIATES INC STE 410 4301 WILSON BVLD ARLINGTON, VA 22203-4419 US	CONSULTING SERVICES	P	2	8	F	N	1		919,419	855,750	92,522	63,669	2/15/2019	C		2/14/2020
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	0	0	3/1/2019	C		2/29/2020
4500306308	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	NYC TRANSIT FACILITY LIGHTING UPGRADE	C	B		N	04	4		211,269	190,162	6,106	21,107	2/19/2019	C		2/17/2020
4500306381	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	FLOATING BOAT BARRIERS	E	B		N	01	4		1,797,028	1,240,600	142,600	556,428	2/20/2019	O	6/30/2021	
4500306488	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	DECK REHABILITATION	C	B		N	N	2		4,590,871	4,590,596	1,808,357	275	2/25/2019	O	5/31/2021	
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	100,900	100,900	59,100	2/26/2019	C		2/25/2020
4500306563	BASSON TRADING LLC DBA ALADON 908 RABBIT RUN WILMINGTON, NC 28409-2206 US	ALADON SOFTWARE AND IMPLEMENTATION SERVICES	I	1	8	F	N	1		375,000	375,000	0	0	2/27/2019	C		2/26/2020
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	24,944	6,236	0	3/1/2019	C		2/28/2020
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	0	0	3/5/2019	C		3/4/2020
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	100,688	88,289	27,732	3/6/2019	C		3/5/2020
4500306922	RADIANT RESOURCES 1913 ATLANTIC AVE STE 119 MANASQUAN, NJ 08736-1070 US	SPLUNK PHANTON SOFTWARE INCLUDING IMPLEMENTAION	I	B	7	F	03	2		242,700	242,700	0	0	3/1/2019	C		2/28/2020
4500306936	REIGN MAKER VISUAL COMMUNICATIONS REIGN MAKER 248 ROBISCH HILL RD CALLICOON, NY 12723-5736 US	CONSULTING SERVICES	P	M	5	N	03	1		25,000	25,000	0	0	3/11/2019	C		4/17/2020
4500306938	KATTEN MUCHIN ROSEMAN LLP 575 MADISON AVE NEW YORK, NY 10022-8508 US	LEGAL SERVICES	L	2		N	N	1		675,000	543,466	307,946	131,534	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	0	0	5/1/2019	C		4/30/2020

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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	0	0	3/16/2019	C		3/15/2020
4500307147	LOPEZ & ASSOCIATES INC 60 CUTTERMILL RD SUITE 100-J GREAT NECK, NY 11021-3104 US	TRAINING	P	1		N	N	1		310,000	88,553	58,810	221,447	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	33,590	3,922	8,890	3/15/2019	C		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	0	0	3/28/2019	C		3/27/2020
4500307188	JB EXCELERATION LLC 7 WINDING BROOK DR SARATOGA SPRINGS, NY 12866-6488 US	BATTERY CHARGING SYSTEM	E	B		N	04	3		177,910	174,910	29,547	3,000	3/15/2019	C		1/30/2020
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	0	0	3/18/2019	C		3/17/2020
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	0	148,569	3/18/2019	C		3/19/2020
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	0	0	3/18/2019	C		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	0	0	1/21/2019	C		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	67,625	15,900	88,375	3/20/2019	C		3/18/2020
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	0	0	3/31/2019	C		3/30/2020
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	567,568	374,679	17,554	3/25/2019	C		3/24/2020
4500307566	CHRISTIE DIGITAL SYSTEMS USA INC 10550 CAMDEN DR CYPRESS, CA 90630-4600 US	NEW YORK ENERGY ZONE THEATER AND FILM PACKAGE	E	B		F	N	2		2,229,689	1,553,793	807,796	675,896	3/28/2019	O	3/27/2021	

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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	17,112	5,771	7,388	4/6/2019	C		4/5/2020
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	0	0	4/3/2019	C		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	321,675	61,896	107,672	3/29/2019	C		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	0	0	5/1/2019	C		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	0	0	5/1/2019	C		4/30/2020
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	13,725	13,725	4,175	4/1/2019	O	12/31/2021	
4500307745	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	OCCUPATIONAL HEALTHCARE SERVICES	S	B		N	04	2		368,850	341,350	146,800	27,500	4/1/2019	C		12/31/2020
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	16,087	848	3,913	6/3/2019	C		6/2/2020
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	0	0	5/15/2019	C		5/14/2020
4500307878	CIVIL AND ENVIROMENTAL CONSULTANTS OF NEW YORK INC 908 NIAGARA FALLS BVLD NORTH TONAWANDA, NY 14120-2019 US	ZEBRA MUSSEL TESTING SERVICES	S	B	5	N	N	2		15,000	13,500	0	1,500	6/1/2019	C		5/31/2020
4500307965	RAMBOLL AMERICAS ENGINEERING SOLUTIONS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ELECTRICAL RELIABILITY STUDY	A	B		N	N	8		1,059,803	630,826	98,345	428,977	4/8/2019	O	4/7/2022	
4500307979	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY FOOTWEAR	E	B	5	F	N	3		15,000	13,875	595	1,125	6/3/2019	C		6/2/2020
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	0	0	5/1/2019	C		4/30/2020

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4500308015	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	230 KV BUSHINGS	E	B		F	N	3		906,610	113,326	113,326	793,284	6/4/2019	O	9/1/2021	
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	0	0	4/27/2019	C		4/26/2020
4500308026	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	1		21,000	17,527	6,591	3,473	4/9/2019	C		8/11/2020
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	0	0	1/31/2019	C		1/30/2020
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	0	0	4/12/2019	C		4/11/2020
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	0	1,312	6/3/2019	C		6/2/2020
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	0	0	3/22/2019	C		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	0	0	5/18/2019	C		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	0	0	5/1/2019	C		4/30/2020
4500308208	SAF-GARD SAFETY SHOE CO 1285 MANHEIM PIKE LANCASTER, PA 17601 US	SAFETY FOOTWEAR	E	B	5	F	N	4		6,000	5,351	1,446	649	4/15/2019	C		6/2/2020
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	0	0	4/22/2019	C		4/29/2020
4500308367	DORITEX CORP 11980 WALDEN AVE ALDEN, NY 14004-9709 US	SORBENT RUGS AND INDUSTRIAL WIPERS SERVICE AGREEMENT	S	B		N	N	2		95,005	93,323	26,910	1,682	4/18/2019	C		4/17/2020
4500308444	E K WARD & ASSOCIATES PO BOX 630 WILLIAMSVILLE, NY 14231-0630 US	TRAINING SERVICES	P	M	8	N	N	1		163,309	99,714	26,053	63,595	5/3/2019	C		5/2/2020
4500308464	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	FIRE EXTINGUISHERS	E	B	5	N	02	1		23,169	21,035	14,356	2,134	5/20/2019	C		6/23/2020

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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		35,000	27,095	19,521	7,905	4/22/2019	C		12/31/2020
4500308521	CARAHSOFT 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	0	0	3/30/2019	C		3/31/2020
4500308551	WATSON ELECTRIC INC 431 DOUGLAS RD NORWOOD, NY 13668-3125 US	LED LIGHTING	C	2	8	N	N	1		199,136	199,136	61,089	0	4/25/2019	C		4/24/2020
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	0	9,500	5/1/2019	C		4/30/2020
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		127,820	84,470	65,940	43,350	4/27/2019	O	4/26/2021	
4500308641	BAKER HUGHES HOLDINGS LLC NEXUS CONTROLS LLC 1800 NELSON RD LONGMONT, CO 80501-6324 US	CAP AND TSA RENEWAL	I	1	8	F	N	1		133,462	133,462	0	0	4/26/2019	C		4/25/2020
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	74,005	42,805	395	4/30/2019	C		4/29/2020
4500308685	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE/GATE MAINTENANCE AND REPAIR SERVICES	S	B	5	N	01	1		37,500	36,806	24,704	694	4/30/2019	C		4/29/2020
4500308686	HOFFMAN BOOTS INC 100 EAST RIVERSIDE AVE KELLOGG, ID 83837-2362 US	SAFETY FOOTWEAR	E	B	5	F	N	5		15,000	10,633	225	4,367	4/29/2019	C		6/2/2020
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	39,975	30,600	3,550	4/30/2019	C		1/14/2020
4500308751	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	FERC PART 12 SAFETY INSPECTION	A	B		N	N	4		656,965	111,600	59,292	545,365	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	0	0	4/24/2019	C		4/23/2020

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4500308842	DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY 317 WASHINGTON ST WATERTOWN, NY 13601 US	CO-LOCATION	T	B			N	N	1		4,995,956	538,485	249,773	4,457,471	11/1/2018	O	10/31/2038	
4500308853	CDW LLC CDW GOVERNMENT LLC, CDW GOVERNMENT 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	LICENSE - COFENSE	I	B	6	F	N	3		21,213	21,213	0	0	5/15/2019	C		5/14/2020
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	82,081	82,081	0	5/6/2019	C		3/5/2020
4500308939	SMARTUSE SOLUTIONS INC 45 PLACE CHARLES-LE MOYNE #105 LONGUEUIL, PQ J4K 5G5 CA	SMARTUSE ANNUAL SUBSCRIPTION	E	2	8	F	N	1		158,463	158,463	58,713	0	1/1/2019	C		7/15/2020
4500309092	CARAHSOFT 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	0	0	5/12/2019	C		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		65,490	65,490	65,490	0	5/1/2019	C		4/30/2020
4500309160	WARTSILA CANADA INC 1771 SAVAGE RD RICHMOND, BC V6V 1R1 CA	MARINE VESSEL PROPELLER SHAFTS	E	B			F	N	1		256,843	256,843	256,843	0	5/13/2019	C		12/30/2020
4500309177	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET EQUIPMENT MAINTENANCE	S	B	7	F	N	1		400,000	214,561	66,198	185,439	5/13/2019	C		5/10/2020
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	21,066	7,584	11,210	5/13/2019	C		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	90,187	4,230	0	4/16/2019	C		4/15/2020
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	68,280	68,280	15,340	5/16/2019	O	5/16/2021	
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	0	0	98,555	5/17/2019	C		5/16/2020
4500309317	REINHAUSEN MANUFACTURING INC 2549 N 9TH AVE HUMBOLDT, TN 38343-1747 US	AUTO-TRANSFORMER MAINTENANCE	A	2	5	F	N	1		48,708	16,243	16,243	32,465	5/16/2019	C		11/20/2020

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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	448,650	150,650	51,350	5/21/2019	C		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	22,138	7,563	86,342	5/27/2019	O	7/31/2021	
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	47,050	20,790	39,690	5/28/2019	O	12/31/2022	
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		2,255,000	0	0	2,255,000	5/30/2019	O	5/29/2039	
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	10,736	5,530	29,086	5/1/2019	C		5/31/2020
4500309580	ENTERPRISE HOLDINGS INC DBA ENTPERPRISE 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	20,011	11,436	1,882	5/24/2019	C		4/22/2020
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	0	0	6/1/2019	C		5/31/2020
4500309588	SELBY & SMITH INC 1074 BROADWAY ALBANY, NY 12204-2507 US	HVAC DUCTWORK AND HARDWARE	C	2	5	N	N	1		21,235	19,740	19,740	1,495	5/28/2019	C		4/30/2020
4500309639	OLA CONSULTING ENGINEERS PC 50 BROADWAY HAWTHORNE, NY 10532 US	DATA CENTER STANDBY COOLING SYSTEM	A	2	5	N	N	1		36,000	34,300	6,800	1,700	5/17/2019	C		5/28/2020
4500309692	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	MAINTENANCE - MATLAB	I	1	5	F	N	1		17,028	17,028	0	0	7/1/2019	C		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	0	1,249,350	5/30/2019	C		3/30/2020
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	0	0	6/2/2019	C		6/1/2020

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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	64,761	32,381	25,239	6/3/2019	C		6/2/2020
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	40,001	23,937	0	7/1/2019	C		6/30/2020
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	0	0	5/31/2019	C		5/30/2020
4500309838	CON TECH BUILDING SYSTEMS INC 4524 STATE HIGHWAY 58 GOUVERNEUR, NY 13642-4309 US	FUEL	C	B		N	N	2		8,039,226	4,540,021	3,096,260	3,499,205	6/4/2019	O	6/3/2022	
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	0	0	6/5/2019	C		6/4/2020
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	234,868	166,682	265,132	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	0	0	6/1/2019	C		5/31/2020
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	24,297	24,297	0	6/10/2019	C		1/6/2020
4500310036	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	TURBINE OIL	E	B	8	F	N	1		230,638	170,748	108,872	59,890	6/10/2019	O	12/31/2021	
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	0	0	4/1/2019	C		3/31/2020
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	40,722	40,722	0	6/11/2019	C		1/2/2020
4500310120	AIRGAS USA LLC DBA FOR AIRGAS INC 96 CR8 BRUSHTON, NY 12916 US	PROPANE, CYLINDER	E	2	1	N	N	1		8,950	5,708	3,780	3,242	6/12/2019	C		9/27/2020
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	0	0	7/10/2019	C		7/9/2020

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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		103,041	103,041	103,041	0	6/13/2019	C		5/26/2020
4500310201	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	LICENSE - SITECORE CONTENT MANAGEMENT	E	2		F	N	1	*	165,263	165,263	65,630	0	6/13/2019	O	6/30/2021	
4500310252	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MAINTENANCE - MICROSOFT	S	B	7	N	N	1		153,265	153,265	0	0	6/28/2019	C		6/27/2020
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	125,628	125,628	0	6/17/2019	C		2/4/2020
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	0	0	7/1/2019	C		6/30/2020
4500310321	OSMOSE UTILITIES SERVICES INC 631 HIGHWAY 74 S PEACHTREE CITY, GA 30269 US	WOOD POLE INSPECTION AND TREATMENT	S	B		N	N	1		1,688,659	1,162,641	1,162,641	526,018	6/18/2019	C		1/17/2020
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	0	0	6/24/2019	C		6/23/2020
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	43,368	43,368	0	6/19/2019	C		1/7/2020
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	122,000	120,000	178,000	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	127,000	127,000	223,000	6/24/2019	C		12/23/2020
4500310432	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	MARINE VESSEL GENERATOR	E	B	5	F	N	1		39,740	39,740	39,740	0	6/21/2019	C		1/30/2020
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	0	0	7/1/2019	C		6/30/2020
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	79,472	79,472	0	6/24/2019	C		3/12/2020
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	0	0	6/24/2019	C		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	0	0	6/26/2019	C		6/25/2020

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4500310558	FEDTEK INC 12700 BLACK FOREST LN STE 202 WOODBRIDGE, VA 22192-5306 US	WEBTRENDS ANALYTICS ON DEMAND SITE ENTERPRISE	S	B	7	F	N	2		11,033	11,033	0	0	6/27/2019	C		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	0	0	7/1/2019	C		6/30/2020
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	24,583	24,583	0	7/11/2019	C		1/14/2020
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	0	0	6/29/2019	C		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	0	0	6/29/2019	C		6/28/2020
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	64,848	64,848	0	7/1/2019	C		1/30/2020
4500310791	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	FUSION INTEGATED FLIGHT DESK	E	2	8	F	N	1		12,300	12,300	0	0	7/1/2019	C		6/30/2020
4500310867	GEI CONSULTANTS INC PC 400 UNICORN PARK DR WOBURN, MA 01801 US	OWNERS DAM SAFETY PROGRAM (ODSP)	A	B		N	N	7		28,879	25,780	4,637	3,099	7/1/2019	C		12/31/2020
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	0	0	7/16/2019	C		7/15/2020
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	41,256	41,256	0	7/3/2019	C		1/30/2020
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	0	0	7/27/2019	C		7/26/2020
4500310928	LEXISNEXIS RISK SOLUTIONS FL INC. 1000 ALDERMAN DR ALPHARETTA, GA 30005-4101 US	ACCURINT SUBSCRIPTION	S	B	7	N	N	1		40,000	35,800	13,787	4,200	4/1/2019	C		3/31/2020
4500310950	BOARD OF REGENTS OF THE UOW UNIVERSITY OF WISONSIN-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	66,666	66,666	33,334	7/9/2019	O	8/31/2021	
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		1,770,334	904,335	639,818	865,999	6/28/2019	O	6/27/2024	

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4500311005	EAGLE BURGMANN INDUSTRIES LP 10035 BROOKRIVER DR HOUSTON, TX 77040 US	DRAIN BELLOWS	E	B	5	F	N	1	*	11,300	11,301	11,301	0	7/9/2019	C		3/2/2020
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	42,598	8,996	57,402	7/1/2019	C		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	18,544	12,386	66,456	7/15/2019	C		7/14/2020
4500311166	LOGMEIN USA INC 320 SUMMER ST BOSTON, MA 02210-1701 US	MAINTENANCE - DESKTOP	S	1	5	F	N	1		6,576	6,576	0	0	5/22/2019	C		5/21/2020
4500311178	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	MAINTENANCE	S	2	5	F	N	1		42,627	42,627	0	0	6/28/2019	C		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	21,344	878	178,656	6/15/2019	C		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	0	0	4/1/2019	C		3/31/2020
4500311215	COMPULINK 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	0	0	6/24/2019	C		6/23/2020
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	21,418	14,610	51,634	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	3,155	3,155	59,940	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	0	0	9/1/2019	C		6/30/2020
4500311364	RS MEANS CO LLC 30 PATEWOOD DR STE 300 GREENVILLE, SC 29615-6808 US	SUBSCRIPTION DATA BASE SERVICES	S	1	5	F	N	1		29,220	29,220	0	0	7/18/2019	C		9/19/2020
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	4/1/2021	
4500311449	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	DOBLE SOFTWARE PROTECTION	I	1	5	N	N	1		7,000	7,000	7,000	0	7/23/2019	C		5/13/2020

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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	428,473	428,473	0	8/13/2019	C		5/29/2020
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	368,278	29,158	0	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	0	8	7/29/2019	C		7/28/2020
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	238,392	238,392	0	7/26/2019	C		4/8/2020
4500311647	DEJERO LABS INC 410 ALBERT ST UNIT 200 WATERLOO, ON N2L 3V3 CA	LEASE STREAMING EQUIPMENT	S	1	5	N	N	1		34,200	34,200	8,550	0	5/1/2019	C		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		56,945	56,945	15,048	0	8/11/2019	C		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	449,314	449,314	1,460	8/1/2019	O	1/31/2021	
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	0	0	8/4/2019	C		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	0	0	8/17/2019	C		8/16/2020
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	38,335	18,350	6,665	7/31/2019	O	4/1/2021	
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	0	0	7/23/2019	C		7/22/2020
4500311840	ADVANTAGE PROMOTIONS DBA FOR DEBORAH S BEZA 12 LILAC LN QUEENSBURY, NY 12804-8419 US	PROMOTIONAL ITEMS	E	M	6	N	03	1		19,538	19,538	0	0	8/1/2019	C		1/3/2020

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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	0	0	7/1/2019	C		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	53,611	46,596	446,389	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	286,066	234,781	303,934	5/22/2019	O	5/21/2022	
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		9,700	6,350	3,000	3,350	8/6/2019	C		11/30/2020
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	524,350	344,935	1,148,979	8/30/2019	O	8/29/2024	
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	1/27/2021	
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	C		8/7/2020
4500312091	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	FAÇADE INSPECTION AND ASSESSMENT	P	B		N	01	1		162,550	162,550	162,550	0	8/12/2019	C		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	8/19/2021	
4500312141	VERIZON CONNECT NWF INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	GPS/TELEMATICS SERVICE	S	B	7	F	N	1		125,070	117,130	88,731	7,940	9/1/2019	C		8/31/2020
4500312244	PACKAGE ONE INDUSTRIES LLC 414 UNION ST SCHENECTADY, NY 12305-1107 US	PACKING BOX LANTERN RINGS	E	B		N	N	2		26,793	26,793	26,793	0	8/14/2019	O	4/1/2021	
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	0	0	4/1/2019	C		3/31/2020
4500312280	VICTOR INSULATORS INC 280 MAPLE AVE VICTOR, NY 14564-1385 US	INSULATOR, 765KV INVERTED	E	B	6	F	N	3	*	14,766	16,091	16,091	0	8/15/2019	C		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		49,416	42,607	29,377	6,809	8/16/2019	C		12/31/2020
4500312331	THE MITRE CORPORATION 7515 COLSHIRE DR MCLEAN, VA 22102-7538 US	CYBER SECURITY OPERATIONS ENVIRONMENT	P	1	8	N	N	1		300,000	250,000	125,000	50,000	10/28/2019	C		10/27/2020

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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	24,400	3,794	0	8/19/2019	C		8/1/2020
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	49,205	49,205	0	8/20/2019	C		4/30/2020
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	0	0	8/1/2019	C		7/31/2020
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	42,317	42,317	0	10/17/2019	C		10/16/2020
4500312577	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	FUEL	C	B		N	N	3		2,058,741	648,540	648,540	1,410,201	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	0	0	8/28/2019	C		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	51,111	5,073	9,949	8/20/2019	C		8/19/2020
4500312788	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	CATALYST ENGINEERING SERVICES	E	B	8	F	N	2		96,877	96,877	0	0	8/29/2019	C		9/2/2020
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	0	0	8/31/2019	C		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	37,586	11,400	0	7/11/2019	C		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	0	0	9/3/2019	C		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	19,220	19,220	780	9/1/2019	C		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	0	0	8/23/2019	C		6/30/2020
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	0	0	8/23/2019	C		6/30/2020

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4500313014	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE MACINTOSH SERVICES	S	B		N	N	3		274,872	185,916	96,960	88,956	9/25/2019	O	9/24/2022	
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	15,720	14,400	7,452	9/6/2019	C		9/5/2020
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	605,909	339,489	0	9/6/2019	C		9/5/2020
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	13,050	13,050	0	9/6/2019	C		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	63,504	63,504	0	9/6/2019	C		1/28/2020
4500313069	ISRAELI SMART ENERGY ASSOCIATION 21 HARBAA ST TEL AVIV, 01 6473921 IL	REV4NY STARTUP IDENTIFICATION	P	2	5	F	N	1		40,000	20,000	0	20,000	9/9/2019	C		9/8/2020
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	2,873	2,873	42,127	9/9/2019	C		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	184,000	184,000	295,000	9/1/2019	O	8/31/2021	
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	0	0	9/28/2019	C		9/27/2020
4500313224	MOODYS ANALYTICS 121 N WALNUT ST STE 500 WEST CHESTER, PA 19380-3117 US	MOODY'S ANALYTICS SOFTWARE	I	2	8	F	N	1		10,850	10,850	0	0	5/14/2019	C		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	0	0	7/1/2019	C		6/29/2020

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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	0	0	9/13/2019	C		8/3/2020
4500313335	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	AGC STUDY	A	2	8	N	N	1		13,200	13,131	13,131	69	8/20/2019	C		5/31/2020
4500313390	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	OFFICE FURNITURE	H	B		F	N	3		229,294	229,294	41,787	0	9/16/2019	C		1/21/2020
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	0	0	9/18/2019	C		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	0	0	8/23/2019	C		8/22/2020
4500313482	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	SF6 MANIFOLD EQUIPMENT	E	B	5	N	N	3		10,602	10,602	10,602	0	9/19/2019	C		9/1/2020
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	0	0	8/30/2019	C		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	0	0	10/28/2019	C		10/27/2020
4500313543	CAN USA INC 171 LODI ST HACKENSACK, NJ 07601 US	ROPE ACCESS SCALING AND SLOPE MAINTENANCE	S	B		F	N	2		100,000	99,580	99,580	420	9/20/2019	C		9/19/2020
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	126,650	56,056	0	12/16/2019	C		1/31/2020
4500313558	DOCPOINT SOLUTIONS LLC 11850 W MARKET PL STE P FULTON, MD 20759-2671 US	DOCPOINT ENTERPRISE NINTEX WORKFLOW SOFTWARE	S	B	7	F	N	1		28,892	28,892	0	0	10/10/2019	C		10/9/2020
4500313569	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	ANALYTICAL TESTING SERVICES AND EQUIPMENT RENTAL	S	B		F	N	2		174,485	115,865	0	58,620	9/20/2019	C		4/30/2020
4500313571	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	OIL TESTING SERVICES	S	B		F	N	2		50,000	48,217	36,179	1,783	9/20/2019	C		4/30/2020
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		437,500	331,701	331,701	105,799	9/20/2019	C		9/19/2020
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	0	21	9/22/2019	O	6/30/2021	

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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	0	10,635	9/23/2019	C		10/19/2020
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	22,310	22,310	0	9/23/2019	C		9/20/2020
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	20,223	8,583	12,458	9/23/2019	C		8/31/2020
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	2,184,200	1,289,500	145,500	9/23/2019	O	9/23/2024	
4500313610	WARTSILA CANADA INC 1771 SAVAGE RD RICHMOND, BC V6V 1R1 CA	LIFE EXTENSION STUDY	S	B		N	N	2		30,000	30,000	30,000	0	9/23/2019	C		1/30/2020
4500313619	PARAG SONI WESTERN POWER PROJECT ADVISORS 19220 PIRES AVE CERRITOS, CA 90703-7355 US	CONSULTING SERVICES FOR SLA	P	2	5	F	04	1		110,000	92,449	66,316	17,551	1/22/2020	C		9/23/2020
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		100,732	100,680	45,481	52	9/24/2019	C		1/17/2020
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	0	0	10/15/2019	C		10/14/2020
4500313749	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	JCI SERVICE RENEWAL	R	B	7	N	N	1		53,748	53,748	0	0	10/27/2019	C		9/30/2020
4500313764	VERTICAL SYSTEMS ANALYSIS INC 307 W 3GTH ST FL 8 NEW YORK, NY 10018-6519 US	ELEVATOR CONSULTING SERVICES	A	2	8	N	N	1		20,000	18,585	13,128	1,415	9/19/2019	C		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		381,300	106,169	106,169	275,131	11/25/2019	O	11/24/2022	
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	302,800	242,240	0	9/26/2019	C		2/12/2020
4500313825	BASSON TRADING LLC DBA ALADON 908 RABBIT RUN WILMINGTON, NC 28409-2206 US	ALADON RCM PRACTITIONERS	P	2	8	F	N	1		375,514	375,514	333,914	0	10/8/2019	O	6/30/2021	

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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	0	0	10/1/2019	C		9/30/2020
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	217,000	87,000	83,000	10/1/2019	C		12/31/2020
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	0	0	9/30/2019	C		9/29/2020
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	0	0	8/17/2019	C		8/16/2020
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		14,300	8,513	7,803	5,787	10/15/2019	C		10/14/2020
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	0	0	10/7/2019	C		10/6/2020
4500314055	DELTA X RESEARCH INC PO BOX 42083 OAK BAY AVENUE VICTORIA, BC V8R 6T4 CA	TOA4 SUBSCRIPTION	R	1	5	F	N	1		23,471	23,471	0	0	8/13/2019	C		8/12/2020
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	9,600	9,600	4,900	10/7/2019	C		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		23,000	20,800	19,200	2,200	10/7/2019	C		5/31/2020
4500314232	LAKELANDS CONCRETE PRODUCTS INC 7520 E MAIN ST LIMA, NY 14485-9731 US	CONCRETE BUILDING	E	B	5	N	N	1		42,000	42,000	42,000	0	10/9/2019	C		1/30/2020
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	0	0	10/6/2019	C		10/5/2020
4500314262	INDUSTRIAL HANDLING SERVICES INC PO BOX 2922 GLENVILLE, NY 12325-0922 US	BRAKES,THRUSTER	E	B	5	N	01	2		33,488	33,488	33,488	0	10/9/2019	C		1/15/2020
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	C		10/1/2020

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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	0	0	6/15/2019	C		6/14/2020
4500314315	CARAHSOFT 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	0	0	10/31/2019	C		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	0	0	10/10/2019	C		1/9/2020
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	0	0	10/7/2019	O	10/6/2021	
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	41,712	18,000	3,000	11/4/2019	C		1/30/2020
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	20,340	20,040	19,660	10/15/2019	C		10/14/2020
4500314449	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	MAINTENANCE - SPLUNK	S	B	7	F	N	3		101,667	101,667	0	0	10/4/2019	C		10/3/2020
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	0	0	10/31/2019	C		10/30/2020
4500314609	KONE INC 25 POST RD STE 4 ALBANY, NY 12205-6736 US	ELEVATOR REPAIR SERVICES	C	B		N	N	1		32,369	15,890	15,890	16,479	10/21/2019	C		2/20/2020
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	0	0	9/6/2019	C		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	0	0	9/6/2019	C		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	0	0	9/18/2019	C		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	0	0	9/18/2019	C		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	0	0	9/18/2019	C		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	0	0	9/18/2019	C		6/30/2020

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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	0	0	9/18/2019	C		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	0	0	9/18/2019	C		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	0	0	9/18/2019	C		6/30/2020
4500314636	CAPITOL EXHIBIT SERVICES INC 12299 LIVINGSTON RD MANASSAS, VA 20109-2772 US	OSWEGO ENERGY ZONE VISITOR CENTER	E	B		F	N	3		4,607,857	3,301,733	3,301,733	1,306,124	10/21/2019	O	10/20/2021	
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	5,516	5,516	0	10/21/2019	C		1/15/2020
4500314713	UNIVERSAL RECTIFIERS INC 1631 COTTONWOOD SCHOOL RD ROSENBERG, TX 77471-8200 US	RECTIFIERS	E	B	5	F	N	3		19,457	19,457	19,457	0	10/22/2019	C		1/7/2020
4500314750	BAKER HUGHES HOLDINGS LLC NEXUS CONTROLS LLC 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE EXCITER CABLES	E	B	5	F	N	5		10,733	10,733	10,733	0	10/23/2019	C		3/31/2020
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	6,000	6,000	0	10/24/2019	C		1/30/2020
4500314770	LUKEN ELECTRIC DBA FOR LINDEN ELECT SUPPLY 725 SAINT GEORGE AVE ROSELLE, NJ 07203-2690 US	GAS ANALZYER	E	M	8	F	04	5	*	62,534	63,028	63,028	0	10/24/2019	C		4/24/2020
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	0	0	10/22/2019	C		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	0	0	11/21/2019	C		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	8	N	N	1		96,955	96,955	96,955	0	10/25/2019	C		4/24/2020
4500314881	FUSION BABBITTING CO INC 4540 W BURNHAM ST MILWAUKEE, WI 53219 US	REBABBITT NTO TURBINE BEARING	E	B	5	F	N	3		31,948	31,948	31,948	0	10/28/2019	C		10/16/2020
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	14,260	14,260	0	10/30/2019	C		1/7/2020

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4500314988	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	SAP ARIBA HOSTED SERVICES	S	2	8	N	N	1		505,644	505,644	0	0	11/1/2019	C		10/31/2020
4500314993	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	STOCK ITEMS	E	B	5	N	N	2		29,925	29,925	24,528	0	10/30/2019	C		1/27/2020
4500315018	STACK8 TECHNOLOGIES INC 1550 METCALFE SUITE 500 MONTREAL, PQ H3A 1X6 CA	MIGRATION OF VOICEMAIL	S	B	6	F	N	1		30,000	30,000	30,000	0	10/31/2019	C		10/30/2020
4500315022	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	MANAGEMENT SERVICES	S	B	5	N	N	1		20,493	11,759	11,759	8,734	12/1/2019	C		11/30/2020
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	71,225	71,225	0	11/5/2019	C		1/14/2020
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	0	0	12/1/2019	C		11/30/2020
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	0	0	11/4/2019	C		1/6/2020
4500315094	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF CAT D8T DOZER	E	C	5	N	N	5		25,429	25,429	9,429	0	11/4/2019	C		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	9,700	4,500	0	11/4/2019	C		1/3/2020
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	0	0	12/1/2019	C		11/30/2020
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	5,808	5,808	0	11/5/2019	C		10/19/2020
4500315144	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CAPSTAN EQUIPMENT	E	B	5	N	N	1		14,022	14,022	14,022	0	11/5/2019	C		3/6/2020
4500315162	THORDON BEARINGS INC 3225 MAINWAY BURLINGTON, ON L7M 1A6 CA	MARINE VESSEL SHAFT BEARINGS	E	B	5	F	N	1		20,690	20,293	20,293	397	11/7/2019	C		10/16/2020
4500315200	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	REXROTH SOLENOID	E	B	5	F	N	3	*	13,148	13,159	13,159	0	11/6/2019	C		2/7/2020

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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	5,106	5,106	0	11/7/2019	C		10/19/2020
4500315250	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	ST. LAWRENCE SCADA UPGRADE	P	2		F	N	1		444,596	106,063	63,638	338,533	11/12/2019	O	11/12/2021	
4500315252	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE INSTALLATION	C	1	8	N	01	1		167,002	166,902	67,611	100	11/19/2019	C		2/29/2020
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	91,224	91,224	3,776	11/10/2019	C		11/9/2020
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	22,277	22,277	0	11/8/2019	C		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	184,580	184,580	0	11/8/2019	C		6/23/2020
4500315345	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	MAINTENANCE - IBM	R	B	7	N	N	1		23,596	21,837	21,837	1,759	11/12/2019	C		11/1/2020
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	30,767	30,767	0	11/13/2019	C		2/4/2020
4500315424	TOTAL ADMINISTRATIVE SERVICES CORP TASC 2302 INTERNATIONAL LANE MADISON, WI 53704-3136 US	COBRA ADMINISTRATION SERVICES	S	B		F	N	5		100,000	3,925	3,925	96,075	1/1/2020	O	12/31/2024	
4500315426	BURNS ENGINEERING PC 2001 MARKET ST STE 600 PHILADELPHIA, PA 19103-7032 US	NYC HH BELLEVUE CHP PROJECT	P	2	8	F	N	1		100,000	75,670	75,670	24,330	11/18/2019	C		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	7,284	7,284	0	11/1/2019	C		10/31/2020
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	12,836	12,836	0	11/14/2019	C		10/19/2020

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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	0	0	12/1/2019	C		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	43,425	43,425	0	12/31/2019	C		12/30/2020
4500315665	AKAMAI TECHNOLOGIES INC 150 BROADWAY CAMBRIDGE, MA 02142-1055 US	ANNUAL PROLEXIC AND ENTERPRISE THREAT PROTECTOR SERVICES	S	B	7	N	N	1		101,660	101,660	101,660	0	12/1/2019	C		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	0	0	11/23/2019	C		11/22/2020
4500315674	NIAGARA LAWN & GARDEN INC 4835 SAUNDERS SETTLEMENT RD NIAGARA FALLS, NY 14305 US	SIDEWALK SNOWPLOWING SERVICES	S	2	5	N	N	1		5,840	5,840	5,840	0	11/21/2019	C		10/16/2020
4500315675	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	VISTA DSS MAINTENANCE	R	1	5	N	N	1		25,400	25,400	25,400	0	9/1/2019	C		8/31/2020
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	25,092	25,092	0	11/22/2019	C		1/30/2020
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	0	0	9/30/2019	C		9/29/2020
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	5,966	5,966	0	11/22/2019	C		10/19/2020
4500315740	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	FIRE SUPPRESSION PROJECT	P	1	8	N	N	1		144,600	67,600	67,600	77,000	11/22/2019	O	11/21/2022	
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	19,250	19,250	0	11/24/2019	C		2/6/2020
4500315754	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	12/1/2019	C		10/19/2020
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	6,000	6,000	0	11/25/2019	C		1/3/2020
4500315825	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	ANSYS SOFTWARE PRODUCT RENEWAL	E	B	7	N	N	1		138,631	92,421	46,210	46,210	10/25/2019	O	3/31/2023	

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4500315882	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	CABLE TRAY INSTALLATION	C	B		N	N	2		838,909	666,005	666,005	172,904	12/2/2019	C		12/1/2020
4500315922	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	BOAT BARRIER ANCHORS PROJECT	C	B		N	01	3		97,244	54,900	54,900	42,344	12/3/2019	C		12/2/2020
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	44,110	44,110	0	12/3/2019	C		3/20/2020
4500315944	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	MAINTENANCE - SCADA	R	1	1	N	N	1		427,923	427,923	427,923	0	12/3/2019	C		1/2/2020
4500315946	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	SEALING RING	E	B	5	F	N	3	*	7,683	7,793	7,793	0	12/3/2019	C		3/5/2020
4500315991	VAISALA INC 194 S TAYLOR AVE LOUISVILLE, CO 80027-3024 US	SOFTWARE, LIGHTNING DETECTION	I	2	5	F	N	1		30,150	30,150	26,550	0	1/1/2020	C		12/31/2020
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	C		1/1/2020
4500316036	PRENTICE OFFICE ENVIRONMENTS INC 472 FRANKLIN ST BUFFALO, NY 14202 US	SOLAR SHADES FOR PV	E	B	5	N	N	1		11,276	11,276	11,276	0	12/4/2019	C		3/26/2020
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	22,183	22,183	10,632	12/5/2019	C		12/4/2020
4500316052	MINORITECH INC 15 HYTEC CIR ROCHESTER, NY 14606-4255 US	DIGITAL VIDEO STORAGE EQUIPMENT	E	M	8	N	04	5	*	89,969	90,095	0	0	12/4/2019	O	1/21/2021	
4500316054	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	LED LIGHTS	E	B	5	N	N	2		8,480	8,395	8,395	85	12/4/2019	C		10/19/2020
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	6,009	6,009	0	12/4/2019	C		10/19/2020
4500316056	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	HEATED STAIR MATS	E	B	5	N	N	1		5,977	5,977	5,977	0	12/4/2019	C		10/19/2020
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	20,905	20,905	0	12/5/2019	C		6/27/2020

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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	C		2/28/2020
4500316118	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR REPAIRS	S	B	7	N	N	2		106,674	106,674	106,674	0	12/6/2019	C		6/19/2020
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	0	0	12/6/2019	C		1/31/2020
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	10,654	10,654	302	12/6/2019	C		3/28/2020
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	11,000	11,000	14,000	12/6/2019	O	6/30/2021	
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	349,687	349,687	0	12/6/2019	C		1/15/2020
4500316179	M & B ENGINEERED SOLUTIONS INC 75 LAUREL ST CARBONDALE, PA 18407-2106 US	DETERMINE CAUSE OF HIGH VIBRATION ON GAS COMPRESSOR	E	B	5	F	N	1		7,388	0	0	7,388	12/9/2019	O	2/5/2021	
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	100,022	100,022	7,368	12/9/2019	C		12/8/2020
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	4/1/2021	
4500316194	BLUBAKER VENTURES LIMITED 5 CARDEN PLACE ABERDEEN, AB AB10 1UT GB	MAINTENANCE - DMC2 DATA MANAGEMENT CONSOLE	S	1	6	N	N	1		15,266	15,266	0	0	1/1/2020	C		12/31/2020
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	5,000	5,000	126,175	12/3/2019	C		8/25/2020
4500316251	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	MULTILIN RELAY	E	B	5	N	N	3		14,840	14,620	14,620	220	12/10/2019	C		1/9/2020
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	0	0	11/29/2019	C		6/30/2020

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4500316283	RONCO SPECIALIZED SYSTEMS INC 6310 DAEDALUS RD CICERO, NY 13039-8899 US	SMARTUSE MONITOR	E	B	7	N	N	1		5,083	5,083	5,083	0	12/11/2019	C		10/19/2020
4500316318	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	POLLINATOR GARDEN LANDSCAPING	S	B		N	N	4		81,533	41,500	41,500	40,033	12/12/2019	C		12/11/2020
4500316321	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	STATOR PARTS	E	1	8	F	N	1		53,494	53,494	53,494	0	12/12/2019	C		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	9,029	6,429	0	12/13/2019	C		10/16/2020
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	14,250	14,250	67,700	12/13/2019	C		12/13/2020
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	41,385	41,385	0	12/13/2019	C		1/22/2020
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	0	0	12/13/2019	C		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	6,340	6,340	0	12/13/2019	C		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	10,250	10,250	0	12/13/2019	C		2/20/2020
4500316393	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	MAINTENANCE - ARCGIS	S	B	7	F	N	1		68,625	68,625	0	0	1/1/2020	C		12/31/2020
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	93,650	93,650	0	12/13/2019	C		10/16/2020
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	16,248	16,248	0	12/13/2019	C		10/16/2020
4500316415	BALTIMORE AIRCOIL CO 560 WHITE PLAINS RD TARRYTOWN, NY 10591 US	COOLING TOWER PARTS	E	B	5	F	N	2		15,516	15,516	15,516	0	12/13/2019	C		1/8/2020

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4500316424	PEAKER SERVICES INC 8080 KENSINGTON CT BRIGHTON, MI 48116-8591 US	FUEL	S	2	8	F	N	1		75,000	15,098	15,098	59,902	12/16/2019	C		12/15/2020
4500316441	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	13.8 KV SWGR REPLACEMENT	E	B		F	N	3		25,272,279	877,611	877,611	24,394,668	1/6/2020	O	1/5/2022	
4500316451	YORK LADDER INC 3720 12TH ST LONG ISLAND CITY, NY 11101-6098 US	SCAFFOLDING	E	C	5	N	N	1		22,078	22,077	22,077	1	12/16/2019	C		1/14/2020
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	12,362	12,362	5,663	12/17/2019	C		12/1/2020
4500316457	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1		6,995	6,982	0	13	12/17/2019	C		1/6/2020
4500316458	MICHELS POWER INC 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	90,875,813	90,875,813	223,399,180	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	1,836	1,836	7,344	11/18/2019	O	2/22/2021	
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	45,675	45,675	0	12/17/2019	C		12/1/2020
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	31,619	31,619	0	12/17/2019	C		9/25/2020
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	5,409	5,409	0	12/17/2019	C		1/6/2020
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	9,534	9,534	0	12/18/2019	C		10/19/2020
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	8,981	8,981	0	12/18/2019	C		4/14/2020

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4500316548	M&E ENGINEERS INC 26 W HIGH ST SOMERVILLE, NJ 08876-2104 US	CONSULTING SERVICES	P	2	8	F	N	1		25,000	3,091	3,091	21,909	12/18/2019	C		6/30/2020
4500316557	POWER LINE SYSTEMS INC 5400 KING JAMES WAY SUITE 300 MADISON, WI 53719-1703 US	PLS CADD LICENSE RENEWAL	I	2	5	F	N	1		15,624	15,624	15,624	0	12/18/2019	C		3/17/2020
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	423,796	423,796	0	12/18/2019	C		2/21/2020
4500316574	BAKER HUGHES HOLDINGS LLC NEXUS CONTROLS LLC 1800 NELSON RD LONGMONT, CO 80501-6324 US	DC CONTACTOR	E	B	5	F	N	1		16,683	16,683	16,683	0	12/18/2019	C		10/19/2020
4500316577	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		5,858	5,857	0	1	12/20/2019	C		1/6/2020
4500316622	CIR ELECTRICAL CONSTRUCTION CORP 400 INGHAM AVE BUFFALO, NY 14218-2536 US	LED LIGHT INSTALLATION	S	B		N	N	1		60,700	60,700	60,700	0	12/20/2019	C		10/16/2020
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	0	0	12/17/2019	C		12/16/2020
4500316636	NOKIA OF AMERICA CORPORATION 600 MOUNTAIN AVE #700 NEW PROVIDENCE, NJ 07974-2008 US	LTE LAB	H	C	8	F	N	3		95,260	50,850	50,850	44,410	12/20/2019	O	6/30/2021	
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	56,593	56,593	0	12/31/2019	C		12/30/2020
4500316649	S & B COMPUTER & OFFICE PRODUCTS INC 17 WOOD RD - STE 7000 ROUND LAKE, NY 12151 US	OFFICE SUPPLIES	E	B	7	N	04	1		50,050	27,516	27,516	22,534	1/1/2020	C		12/31/2020
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		35,985	35,985	35,985	0	12/20/2019	C		5/11/2020
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	17,693	17,693	0	12/20/2019	C		2/10/2020
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	0	0	11/13/2019	C		11/12/2020

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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	6,600	6,600	0	12/20/2019	C		1/16/2020
4500316671	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	STORM TRAILER	E	B	5	N	01	3		14,280	14,137	14,137	143	12/20/2019	C		1/3/2020
4500316675	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ANNUAL VARIPHY SUBSCRIPTION	S	B	7	F	N	4		12,499	12,499	12,499	0	12/30/2019	C		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	*	36,573	31,935	31,935	4,638	12/30/2019	C		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	68,042	68,042	0	12/22/2019	C		3/3/2020
4500316679	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ORACLE SERVERS	H	B	7	F	04	1		62,261	62,261	62,261	0	12/22/2019	C		1/24/2020
4500316687	THE BUFFALO NEWS INC PO BOX 288 TONAWANDA, NY 14151-0288 US	PV ADVERTISING	S	1	5	N	N	1		11,201	11,201	11,201	0	12/23/2019	C		3/26/2020
4500316732	KARYN BURNS ABC LLC 4371 HENNEBERRY RD MANLIUS, NY 13104-8425 US	EDUCATIONAL MATERIALS	E	2	8	N	N	1		60,000	60,000	60,000	0	12/24/2019	C		1/20/2020
4500316744	PINTO CONSTRUCTION SERVICES INC 132 DINGENS ST BUFFALO, NY 14210-2308 US	NORTH UTILITY CORRIDOR UPGRADE	C	B		N	N	1		2,297,259	0	0	2,297,259	3/3/2020	O	3/2/2022	
4500316751	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	MAINTENANCE - SAP	S	B	7	N	N	1		664,318	664,318	664,318	0	1/1/2020	C		12/31/2020
4500316758	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	VALVE KITS	E	B	5	N	N	1		23,443	23,343	23,343	100	12/26/2019	C		10/19/2020
4500316759	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	RM STRAINER PARTS	E	B	5	N	N	2		10,098	10,098	10,098	0	12/26/2019	C		10/19/2020
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	11,280	11,280	0	12/26/2019	C		10/19/2020
4500316763	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	6,571	6,577	3,426	0	12/27/2019	C		1/3/2020

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4500316764	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR REPAIRS	S	B	7	N	N	1		6,000	4,251	4,251	1,749	12/27/2019	C		1/21/2020
4500316776	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	MAINTENANCE - MATLAB	S	2	5	N	N	1		8,877	8,877	8,877	0	1/1/2020	C		12/31/2020
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	56,200	56,200	0	12/27/2019	C		12/26/2020
4500316797	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	COMMUNITY-BASED ENERGY LITERACY PROGRAM	P	B		N	N	2		64,967	15,590	15,590	49,377	2/1/2020	O	8/31/2021	
4500316856	WNY OCCUPATIONAL HEALTH CARE 621 10TH ST - PO BOX 708 NIAGARA FALLS, NY 14301-1813 US	OFF-SITE EMPLOYEE MEDICAL SERVICES	E	B	5	N	N	2		24,990	11,315	11,315	13,675	1/1/2020	C		12/31/2020
4500316861	CUMMINS NORTHEAST LLC 101 RAILROAD AVE ALBANY, NY 12205 US	GENERATOR PARTS AND REPAIR	E	2	5	N	N	1		5,021	5,021	5,021	0	1/2/2020	C		1/22/2020
4500316869	METROWEST ELECTRIC SALES INC 18 LYMAN ST - STE A WESTBOROUGH, MA 01581-1436 US	ELECTRICAL CABLE	E	B	5	F	N	1	*	11,093	12,037	12,037	0	1/2/2020	C		10/16/2020
4500316888	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOFTWARE,TRIPWIRE	E	B	7	F	N	1		22,243	22,243	22,243	0	1/2/2020	C		10/31/2020
4500316913	ZINTER HANDLING INC 4313 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	INVERTER,CRANE	E	B	5	N	01	3		11,872	11,872	11,872	0	1/3/2020	C		1/28/2020
4500316919	THE IQ BUSINESS GROUP 1751 PINNACLE DR STE 600 MCLEAN, VA 22102-3033 US	ENTERPRISE CONTENT MANAGEMENT	P	B		F	N	9		681,222	47,030	47,030	634,192	3/23/2020	O	8/10/2021	
4500316921	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	LED LAMPS	E	B	5	N	N	2		49,988	49,925	49,925	63	1/3/2020	C		10/19/2020
4500316934	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	FURNITURE	E	B	7	N	04	1		17,955	17,955	17,955	0	1/3/2020	C		2/26/2020
4500316944	JR MACHINERY ASSOCIATES 456 HINMAN AVE BUFFALO, NY 14216-1019 US	IRONWORKER MACHINE	E	B	5	F	N	1		45,970	45,970	45,970	0	1/3/2020	C		10/16/2020

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4500316963	NATHAN STEEL CORP PO BOX 299 UTICA, NY 13502-2534 US	REBAAR	E	B	5	N	N	2		5,435	5,435	5,435	0	1/6/2020	C		1/24/2020
4500316977	A & G INDUSTRIAL SERVICES INC 19 RICHARDS RD PLYMOUTH, MA 02360-4871 US	CARBON FIBER WRAPPING	S	2	5	N	N	1		15,200	15,200	15,200	0	1/14/2020	C		10/16/2020
4500317000	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	SUMP PUMP AND MOTOR	E	B	6	N	03	1		14,674	14,674	14,674	0	1/7/2020	C		1/7/2020
4500317006	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	SOFTWARE - ACRONIS	I	2	5	N	04	1		42,755	42,755	42,755	0	1/7/2020	C		1/28/2020
4500317017	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	MAINTENANCE - IBM	I	B	7	N	N	1		72,129	69,185	69,185	2,944	1/7/2020	O	1/1/2021	
4500317055	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053 US	WATER TREATMENT CHEMICALS	E	B	5	F	N	1	*	13,460	13,595	13,595	0	1/8/2020	C		1/27/2020
4500317062	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	PROPANE	E	B	7	N	N	1		10,762	10,762	10,762	0	1/8/2020	C		1/8/2020
4500317078	COMSOURCE INC 8104 CAZENOVIA WAY MANLIUS, NY 13104 US	UPS BATTERIES	E	B	5	N	N	1		13,758	13,607	13,607	151	1/8/2020	C		1/28/2020
4500317098	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	STOCK	E	B	5	N	N	2		12,570	12,570	12,570	0	1/8/2020	C		1/17/2020
4500317104	HEWLETT PACKARD ENTERPRISE CO 3000 HANOVER ST PALO ALTO, CA 94304-1185 US	HPE SERVICE MAINTENANCE	R	2	5	F	N	1		38,581	38,581	38,581	0	1/8/2020	C		2/26/2020
4500317105	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	PUMP SHAFT	E	B	5	F	N	1	*	9,474	9,565	9,565	0	1/8/2020	C		3/16/2020
4500317106	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	BARCO CONTROLLER	R	2	5	F	N	1		16,028	0	0	16,028	1/8/2020	O	1/1/2021	
4500317110	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT ENTERPRISE ESU FOR WINDOWS SERVER DC 2	E	B	7	F	N	1		15,408	0	0	15,408	1/8/2020	O	1/7/2021	
4500317139	UNDERGROUND SYSTEMS INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	INSTALL TEST USI'S REAL-TIME HPFF CABLE CATHODIC PROTECTION	E	1	8	F	N	1		178,469	59,000	59,000	119,469	1/11/2020	O	12/31/2022	
4500317140	SKM SYSTEMS ANALYSIS INC 1 PEARL ST REDONDO BEACH, CA 90277-3739 US	SKM POWER TOOLS UPGRADE	E	1	6	F	N	1		14,300	14,300	14,300	0	1/9/2020	C		1/13/2020

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4500317141	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	FLOWSERVE PUMP	E	B	6	N	03	3		19,925	19,925	19,925	0	1/9/2020	C		5/8/2020
4500317147	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	TRENCH DRAIN INSTALLATION	C	B	6	N	01	2		92,490	92,490	92,490	0	1/9/2020	C		11/30/2020
4500317150	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	RSA IRONKEY ANNUAL SUBSCRIPTION SERVICES	S	B	7	N	N	1		53,868	53,868	53,868	0	1/1/2020	C		12/31/2020
4500317180	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS 1500+ METER	E	C	5	N	N	1	*	8,150	8,210	8,210	0	1/10/2020	C		1/31/2020
4500317195	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	CONDENSOR	E	B	5	F	01	1		5,780	5,722	5,722	58	1/10/2020	C		1/24/2020
4500317198	CADY ENTERPRISE INC 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	GAS COMPRESSOR BEARINGS	E	B	5	F	N	1		41,000	0	0	41,000	1/10/2020	O	4/1/2021	
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	12,532	12,532	0	11/29/2019	C		11/28/2020
4500317210	CASSONE LEASING INC 1900 LAKELAND AVE RONKONKOMA, NY 11779-7400 US	OFFICE TRAILER RENTAL	E	C	5	N	03	2		18,060	18,060	18,060	0	1/10/2020	C		2/25/2020
4500317211	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	FLAME DETECTORS	E	B	5	F	N	2	*	20,463	20,516	20,516	0	1/10/2020	C		1/22/2020
4500317231	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		18,976	18,976	18,976	0	1/13/2020	C		10/16/2020
4500317244	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	ELETRICAL MATERIALS	E	B	5	F	N	4		7,191	7,119	7,119	72	1/13/2020	C		3/3/2020
4500317254	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	MAINTENANCE - POWERRUNER MANAGED SERVICES	S	1	8	N	N	1	*	61,750	62,321	62,321	0	12/1/2019	C		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	8	N	N	1		120,000	120,000	120,000	0	10/1/2019	C		9/30/2020
4500317312	MASS TANK INSPECTION SERVICES LLC 29 ABBEY LN MIDDLEBORO, MA 02346-3230 US	FUEL	E	B	8	F	02	7		62,600	62,600	62,600	0	1/14/2020	C		12/9/2020

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4500317344	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	ANCHOR SHACKLES	E	B	5	F	N	2		12,143	12,143	12,143	0	1/15/2020	C		10/16/2020
4500317369	PHOENIX LIDAR SYSTEMS LLC 10131 NATIONAL BLVD LOS ANGELES, CA 90034-3804 US	UAS WITH LIDAR	E	B		F	N	1		295,541	290,541	290,541	5,000	1/23/2020	O	6/30/2021	
4500317371	GROVE ROOFING SERVICES INC 131 READING ST BUFFALO, NY 14220 US	HOIST BUILDING ROOF REPAIRS	C	B		N	N	2		164,120	0	0	164,120	1/15/2020	C		12/30/2020
4500317378	WASHINGTON COMPUTER SERVICES 225 W 35 ST FL 17 NEW YORK, NY 10001-1991 US	APC-UPS POWER SUPPLY FOR COMPUTER EQUIPMENT	E	B	6	N	N	2		12,862	12,862	12,862	0	1/15/2020	O	1/14/2021	
4500317379	TEREX UTILITIES INC DBA TEREX SERVICES 500 OAKWOOK RD WATERTOWN, SD 57201-4166 US	2020 TEREX TM100 AND TM125 TRACKED AERIAL DEVICES	E	C		F	N	2		1,435,463	0	0	1,435,463	1/15/2020	O	1/31/2021	
4500317381	SAFESPAN SCAFFOLDING LLC 252 FILLMORE AVE TONAWANDA, NY 14150 US	SCAFFOLD	S	2	5	N	N	1		7,000	6,600	6,600	400	1/15/2020	C		12/31/2020
4500317405	COMMUNICATIONS TRAINING ANALYSIS CORPORATION 3120 FAIRVIEW PARK DR STE 600 FALLS CHURCH, VA 22042-4571 US	AMAZON WEB SERVICES	S	B	7	F	N	1		35,443	34,957	34,957	486	1/1/2020	C		8/31/2020
4500317444	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	77,425	77,425	22,575	1/1/2020	C		12/31/2020
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	12,450	12,450	0	10/24/2019	C		4/30/2020
4500317450	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	DISCONNECTS	E	B	6	N	N	3	*	28,620	28,670	28,670	0	1/16/2020	C		1/16/2020
4500317469	FILTREC CORP 5440 LOCKWOOD RD AUBURN, NY 13021-8110 US	AIR COMPRESSOR AND INSTALLATION	E	B	5	N	N	1		22,412	22,412	22,412	0	1/17/2020	C		12/30/2020
4500317473	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	EPDC	R	2	5	F	N	1		11,090	11,090	11,090	0	1/17/2020	O	1/13/2021	

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4500317489	B & H PHOTO VIDEO DBA FOR B&H FOTO & ELECTRONICS CORP 420 9TH AVE NEW YORK, NY 10001-1644 US	TELEVISIONS AND MOUNTING BRACKETS	E	B	5	N	N	2		6,520	6,520	6,520	0	1/17/2020	C		2/25/2020
4500317505	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	LED LIGHTS	E	B	5	N	N	2		14,031	14,031	14,031	0	1/17/2020	C		3/30/2020
4500317523	MERCER (US) INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036-2708 US	WORKFORCE PLANNING	P	B		N	N	8		1,848,416	1,603,083	1,603,083	245,333	12/30/2019	O	12/29/2024	
4500317532	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	MAINTENANCE - TABLEAU	S	B	7	N	N	1		63,854	63,854	63,854	0	3/16/2020	O	3/15/2021	
4500317533	RESOLVER INC 111 PETER ST STE 804 TORONTO, ON M5V 2H1 CA	MAINTENANCE - RESOLVER GRC	S	1	6	N	N	1		10,609	10,609	10,609	0	1/1/2020	C		12/31/2020
4500317534	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	MAINTENANCE - ASPEN	S	1	6	N	N	1		9,972	9,972	9,972	0	2/1/2020	O	1/31/2021	
4500317535	SYN-TECH SYSTEMS INC PO BOX 5258 TALLAHASSEE, FL 32314 US	MAINTENANCE - FUEL MASTER	E	1	6	N	N	1		17,625	5,875	5,875	11,750	1/1/2020	O	12/31/2022	
4500317542	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	*	5,552	5,567	5,567	0	1/20/2020	C		1/20/2020
4500317546	PACKAGE ONE INDUSTRIES LLC 414 UNION ST SCHENECTADY, NY 12305-1107 US	PACKING BOX WEAR RING	E	B	5	N	N	3		7,500	7,500	7,500	0	1/20/2020	C		2/17/2020
4500317556	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	FLOOR GRINDER AND START-UP PACK	E	B	5	N	N	1		5,682	5,682	5,682	0	1/21/2020	C		10/16/2020
4500317588	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		11,066	11,066	11,066	0	1/21/2020	C		10/19/2020
4500317602	KIDSOUTANDABOUT LLC 642 KREAG RD STE 201 PITTSFORD, NY 14534-3736 US	POWER VISTA ADVERTISEMENT	S	1	5	N	N	1		5,340	0	0	5,340	1/21/2020	C		12/31/2020
4500317633	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	7,006	7,024	7,024	0	1/22/2020	C		2/6/2020

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4500317636	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	14,590	14,647	14,647	0	1/22/2020	C		1/22/2020
4500317649	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	LIGNUM VITAE BEARINGS	E	B	5	N	01	3		38,420	38,420	38,420	0	1/22/2020	C		6/4/2020
4500317666	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	MUTUALLINK TO PROVIDE HARDWARE AND SOFTWARE FOR EMERGENCY MGT. COMMUNICATIONS	S	B	7	F	N	1		190,873	190,873	190,873	0	1/22/2020	O	1/21/2021	
4500317719	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - GLOBALSCAPE	S	B	7	N	N	1		20,154	20,154	20,154	0	1/31/2020	O	1/30/2021	
4500317726	PROPHECY AMERICAS INC 8480 E ORCHARD RD STE 4350 GREENWOOD VILLAGE, CO 80111-5020 US	SOFTWARE - SNARE	I	2	5	F	N	1		12,167	12,167	12,167	0	1/24/2020	O	1/23/2021	
4500317751	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	EATON DISCONNECTS	E	B	5	N	N	2		28,375	28,375	28,375	0	1/24/2020	C		2/11/2020
4500317754	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	DEMIN NOX FILTERS	E	B	5	F	N	1		5,448	5,448	5,448	0	1/24/2020	C		3/3/2020
4500317758	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	THERMOCOUPLES, GASKETS, BATTERY CHARGER	E	B	5	F	N	2	*	11,312	11,553	11,553	0	1/24/2020	C		3/10/2020
4500317816	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	MAINTENANCE - IBM	R	B	5	N	N	1		13,878	13,878	13,878	0	1/27/2020	C		3/13/2020
4500317820	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	MAINTENANCE - SPECTRUM	R	2	8	N	N	1		598,155	598,155	598,155	0	1/27/2020	C		4/21/2020
4500317832	CHB INDUSTRIES INC 1300 VETERANS MEMORIAL HWY STE 340 HAUPPAUGE, NY 11788-3078 US	ON-CALL WINDOW FILM SERVICES	S	B	7	N	03	1		100,000	2,475	2,475	97,525	1/28/2020	O	1/27/2021	
4500317857	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP 34 INCH DISPLAY MONITORS	H	B	7	F	04	7		79,891	79,891	79,891	0	1/28/2020	C		2/10/2020
4500317870	TRS INC 7314 SCHUYLER RD EAST SYRACUSE, NY 13057-9737 US	REFURBISHMENT OF MTR38 TANKER TRAILER	S	B	5	N	N	2		27,986	0	0	27,986	1/28/2020	C		12/14/2020

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4500317873	POWER DELIVERY CONSULTANTS INC 12 PLAINS RD STE 308 ESSEX, CT 06426-1501 US	HPFF CABLE SYSTEM ASSESSMENT	S	B		F	04	3		199,550	108,349	108,349	91,201	2/28/2020	O	2/27/2021	
4500317876	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TOUGHENED GLASS INSULATORS	E	B		N	N	8		129,690	129,690	129,690	0	1/28/2020	O	1/26/2021	
4500317915	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	SMITH BLAIR CAST LINE CAP	E	B	5	N	N	1		10,255	10,255	10,255	0	1/29/2020	C		10/19/2020
4500317923	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	Z500 VALVES	E	B	5	F	N	1	*	17,250	17,575	17,575	0	1/29/2020	C		6/16/2020
4500317926	ELECTRO BATTERY SYSTEMS INC 230 WEST PKWY - UNIT # 3 POMPTON PLAINS, NJ 07444 US	UPS BATTERIES	E	B	5	N	N	5		23,039	23,039	23,039	0	1/29/2020	C		3/3/2020
4500317972	SIEMENS INDUSTRY INC 6075 E MALLOY RD - STE 4 SYRACUSE, NY 13211-2134 US	UPGRADE TO BMS HVAC CONTROL SYSTEM	S	2	5	N	N	1		28,295	0	0	28,295	1/30/2020	O	1/29/2021	
4500317985	F W WEBB CO 6792 TOWNLINE RD SYRACUSE, NY 13214 US	GATE VALVES	E	B	5	F	N	3		6,795	6,659	6,659	136	1/30/2020	C		10/16/2020
4500317993	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	ADMIN BLDG SMART SCREENS	E	B	5	N	N	2	*	22,911	23,180	23,180	0	1/31/2020	C		2/20/2020
4500318001	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDESK 360 LAPTOPS, ACCESSORIES AND SERVICES	H	B	7	F	04	5		274,800	274,800	274,800	0	1/31/2020	C		4/24/2020
4500318033	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	STEEL, REINFORCING	E	B	5	N	N	3		12,380	12,380	12,380	0	2/3/2020	C		4/29/2020
4500318062	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	TRANSMITTER AND FLOW METER	E	B	5	F	N	2	*	8,216	8,275	8,275	0	2/3/2020	C		3/31/2020
4500318064	MONROE TRACTOR & IMPLEMENT CO INC 7300 EASTMAN RD N SYRACUSE, NY 13212-2507 US	TWO (2) TALBERT 20 TON TAG ALONG TRAILERS	E	B	6	N	03	2		52,672	52,672	52,672	0	2/3/2020	C		6/23/2020
4500318080	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	NH3 HEATERS	E	B	5	F	01	4		24,870	24,621	24,621	249	2/3/2020	C		6/30/2020
4500318082	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	SACE MATERIAL	E	B	5	N	N	3		6,470	6,470	6,470	0	2/3/2020	C		7/1/2020
4500318126	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		5,590	5,590	5,590	0	2/4/2020	C		2/4/2020

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4500318148	BSI SERVICES & SOLUTIONS (NYC) INC CREATIVE ENVIRONMENT SOLUTIONS 141 W 36TH ST FL 3 NEW YORK, NY 10018-6927 US	GAP ANALYSIS OF SAFETY MANAGEMENT SYSTEM	P	B		N	N	7		143,510	0	0	143,510	2/1/2020	O	1/31/2021	
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	210,000	210,000	0	1/1/2019	O	12/31/2021	
4500318170	COACHS CORNER PO BOX 95 MASSENA, NY 13662-0095 US	SAFETY LUNCHEON	S	B	5	N	N	1		5,943	5,943	5,943	0	2/5/2020	C		2/28/2020
4500318178	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	04	1		10,478	10,478	10,478	0	2/5/2020	C		4/30/2020
4500318181	MEGGITT SA ROUTE DE MONCOR 4 FRIBOURG, FR 1701 CH	PROCESSOR CARDS	E	B	5	F	N	1	*	12,392	12,492	12,492	0	2/5/2020	C		7/2/2020
4500318213	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	EXHIBIT MAINTENANCE AND REPAIRS	S	1	8	N	N	1		185,678	179,872	179,872	5,806	1/1/2020	C		12/31/2020
4500318220	INDUSTRIAL SUPPORT INC 36 DEPOT ST BUFFALO, NY 14206-2204 US	LIGHTING UPGRADES	E	B		N	N	1		162,531	117,906	117,906	44,625	2/6/2020	C		12/30/2020
4500318233	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	SEALS AND BLAST VALVES	E	B	5	F	N	3		16,780	16,780	16,780	0	2/6/2020	C		2/18/2020
4500318239	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	VBV ACTUATORS	E	B	5	F	N	2		24,400	24,400	24,400	0	2/6/2020	C		2/20/2020
4500318246	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	MAINTANENCE KIT	E	B	5	N	03	1	*	5,666	5,736	5,736	0	2/6/2020	C		2/28/2020
4500318266	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	1/1/2020	C		12/31/2020
4500318270	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	ELECTRICAL CABLE	E	B	5	N	N	1		20,400	20,400	20,400	0	2/6/2020	C		10/19/2020
4500318277	RED HAWK FIRE & SECURITY (NY) LLC 6 SKYLINE DR STE 110 HAWTHORNE, NY 10532-8103 US	FIRE SYSTEM INSPECTION SERVICE	S	B	7	N	N	1		32,842	22,842	22,842	10,000	3/1/2020	O	2/28/2021	

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4500318288	CANON SOLUTIONS AMERICA INC 425 N MARTINGALE RD - STE 1650 SCHAUMBURG, IL 60173-2215 US	PLOTTER, CANON	E	B	7	F	N	1		38,807	33,578	33,578	5,229	2/7/2020	C		6/23/2020
4500318294	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	CEMTEK PROBES	E	B	5	F	N	1		31,701	31,701	31,701	0	2/7/2020	C		4/23/2020
4500318296	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	ABB PARTS	E	B	6	F	N	3		23,933	10,308	10,308	13,625	2/7/2020	O	1/31/2021	
4500318302	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	REHABILITATION OF THE HATCH COVER DECK	C	B		N	N	1		7,339,000	53,756	53,756	7,285,244	2/11/2020	O	2/10/2023	
4500318315	NIAGARA COATINGS SERVICES INC 8025 QUARRY RD NIAGARA FALLS, NY 14304 US	HVAC PROTECTIVE COATING SERVICES	S	B	5	N	N	1		31,800	0	0	31,800	2/7/2020	O	2/6/2021	
4500318328	VETERAN ELECTRICAL SUPPLY INC 864 WILLIS AVE STE 4 ALBERTSON, NY 11507-1930 US	LIGHTS	E	B	5	N	02	1	*	6,360	6,450	6,450	0	2/10/2020	C		2/24/2020
4500318331	HUGHES BROTHERS INC C/O HASGO POWER EQUIP SALES INC 31 W MAIN ST - PO BOX 400 LE ROY, NY 14482 US	FRAMING KIT	E	B	6	F	N	4		13,920	13,920	13,920	0	2/10/2020	C		6/3/2020
4500318338	VOLLAND ELECTRIC EQUIPMENT CORP 75 INNSBRUCK DR CHEEKTOWAGA, NY 14227-2703 US	OCB CONTACTS	E	B		F	N	4		102,000	102,000	102,000	0	2/10/2020	C		10/16/2020
4500318342	STRATEGIC POWER SYSTEMS INC PO BOX 470317 CHARLOTTE, NC 28247-0317 US	ORAP ASSET INSIGHTS	I	1	5	F	N	1		11,200	11,200	11,200	0	2/10/2020	C		4/8/2020
4500318393	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	PCB 3414 PARTS	E	B	5	N	N	2		23,170	23,170	23,170	0	2/11/2020	C		3/11/2020
4500318404	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	EXCAVATOR RENTAL	E	B	5	N	N	1		7,534	7,534	7,534	0	2/11/2020	C		3/26/2020
4500318440	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	POWER TRANSFORMER	E	B		F	N	7		89,750	89,750	89,750	0	2/12/2020	C		5/19/2020
4500318445	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	PLP SPLICES	E	B	5	N	N	4		17,366	17,366	17,366	0	2/12/2020	C		3/27/2020
4500318461	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	WELDING CABLE	E	B	5	F	N	2		5,895	5,895	5,895	0	2/12/2020	C		10/16/2020

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4500318466	WORTHINGTON COMPRESSOR SERVICES DBA FOR SOUTHERN PARTS&ENG CO LLC 3200 ENGINEERING PKWY ALPHARETTA, GA 30004-7853 US	COOLER COVER FOR COMPRESSOR REPAIR	E	B	5	N	N	1		7,035	7,035	7,035	0	2/12/2020	C		10/16/2020
4500318480	ROSS VALVE MANUFACTURING CO INC 79 102ND ST TROY, NY 12180-1125 US	VALVE PARTS	E	B	5	N	N	2		13,402	13,402	13,402	0	2/13/2020	C		10/16/2020
4500318482	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	JIB CRANE PARTS	E	B	5	N	N	2		17,366	17,366	17,366	0	2/13/2020	C		10/19/2020
4500318483	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	INSERVICE TEST KIT	E	B	5	F	N	1		13,988	13,988	13,988	0	2/13/2020	C		10/16/2020
4500318501	REXEL USA INC 505 DUKE RD - STE 400 CHEEKTOWAGA, NY 14225-5101 US	MELTRIC PARTS	E	B	5	F	N	2		7,290	7,290	7,290	0	2/13/2020	C		3/3/2020
4500318525	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	CAP FUSE	E	B	6	F	N	3		55,650	55,650	55,650	0	2/13/2020	C		4/8/2020
4500318529	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	EJECTOR INDICATOR	E	B	5	N	01	3		6,124	6,063	6,063	61	2/13/2020	C		3/12/2020
4500318532	WAGNER PRECISION INC 583 DIVISION ST N TONAWANDA, NY 14120-4209 US	4 PIECE PACKING GLAND	E	B	5	N	N	2		5,600	5,600	5,600	0	2/13/2020	C		10/16/2020
4500318533	ACCESS COMPLIANCE LLC 776A WATERVLIET SHAKER RD LATHAM, NY 12110-2209 US	ANNUAL PHYSICALS	S	2	5	N	N	1		35,000	30,838	30,838	4,162	2/13/2020	O	2/12/2021	
4500318538	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	TRANSFORMER	E	C	8	F	N	3		84,440	84,440	84,440	0	2/13/2020	C		10/1/2020
4500318555	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		7,315	6,335	6,335	980	2/18/2020	C		3/18/2020
4500318572	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	RFL TMX TMR	H	1	5	N	N	1	*	19,298	19,332	19,332	0	2/14/2020	C		5/19/2020
4500318585	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS METERS	E	B	5	N	N	3	*	17,168	17,268	17,268	0	2/14/2020	C		4/16/2020
4500318586	BEYER OF MORRISTOWN LLC 200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089 US	2020 FORD POLICE INTERCEPTOR HYBRID	E	B	5	F	N	2		43,090	43,090	43,090	0	2/14/2020	C		6/15/2020

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4500318588	TROY BOILER WORKS INC 2800 7TH AVE TROY, NY 12180-1587 US	EMERGENCY REPAIR OF EDTO OIL COOLER	S	2	5	N	01	1		25,440	25,440	25,440	0	2/14/2020	C		4/1/2020
4500318592	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP DESKTOPS AND SERVICES	H	B	7	F	N	1		36,461	36,461	36,461	0	2/21/2020	C		3/10/2020
4500318593	DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY 317 WASHINGTON ST WATERTOWN, NY 13601 US	DARK FIBER REGENERATION	C	2	8	N	N	1		41,600	0	0	41,600	2/21/2020	O	2/20/2021	
4500318615	BEAR ESSENTIALS APPAREL GREGORY J MOORE 97 MAIN ST - STE B SARANAC LAKE, NY 12983-5744 US	FREEZE DRIED MEAL KITS	E	2	5	N	02	1		19,337	19,337	19,337	0	2/18/2020	C		3/4/2020
4500318625	MELTWATER NEWS US INC 225 BUSH ST STE 1000 SAN FRANCISCO, CA 94104-4215 US	MAINTENANCE - MELTWATER	S	2	6	F	N	1		51,750	51,750	51,750	0	2/10/2020	O	2/9/2021	
4500318632	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	ROTOR GUSSETS	E	B	5	N	N	1		12,900	12,900	12,900	0	2/18/2020	C		4/28/2020
4500318633	CLARK EQUIPMENT CO DBA BOBCAT CO/ DOOSAN PP/ DOOSAN NA 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	PORTABLE GENERATOR AND TWO PORTABLE LIGHT TOWERS	E	B	7	F	N	1		96,088	96,088	96,088	0	2/18/2020	C		6/10/2020
4500318638	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	LEVEL TRANSMITTER AND PANEL METER	E	2	5	F	N	1		13,306	10,786	10,786	2,520	2/18/2020	O	2/17/2021	
4500318646	DOCPOINT SOLUTIONS LLC 11850 W MARKET PL STE P FULTON, MD 20759-2671 US	SOFTWARE LICENSE - NINTEX	I	B	7	N	N	1		48,995	48,995	48,995	0	2/28/2020	O	2/27/2021	
4500318647	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	MOBIL DTE HEAVY MEDIUM	E	B	5	F	N	4		7,800	7,800	7,800	0	2/19/2020	C		3/2/2020
4500318658	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	LED HIGH BAY LIGHTING	E	B	5	F	N	7		37,480	37,480	37,480	0	2/19/2020	C		10/16/2020
4500318665	LM PARTS LLC ERIC ANDERSON 26 FAYMORE DR AGAWAM, MA 01001-3010 US	EXCITER TURBINE IGNITION	E	B	5	F	N	1		41,985	41,985	41,985	0	2/19/2020	C		3/2/2020

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4500318678	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	6,431	6,462	6,462	0	2/19/2020	C		2/19/2020
4500318681	NYE AUTOMOTIVE GROUP INC 1479 GENESEE ST ONEIDA, NY 13421 US	AUTOMOTIVE REPLACEMENT PARTS	E	B	5	N	N	3		5,809	5,809	5,809	0	2/19/2020	C		3/2/2020
4500318686	JAGG ELECTRICAL & CONTROL LLC 18 LANCASTER PKWY LANCASTER, NY 14086-9713 US	TEST SWITCH PANEL	E	B	5	N	N	1		8,823	8,823	8,823	0	2/19/2020	C		10/19/2020
4500318695	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		5,412	4,967	4,967	445	2/20/2020	C		3/24/2020
4500318706	COMPETITION UNLIMITED CORP 559 LIVINGSTON ST WESTBURY, NY 11590-2419 US	HARDWOOD TIMBER DUNNAGE	E	B	5	F	N	2		12,190	12,190	12,190	0	2/20/2020	C		10/16/2020
4500318738	EDGETECH DBA FOR EDGEONE LLC 4 LITTLE BROOK RD WEST WAREHAM, MA 02576-1222 US	BUOY RECOVERY SYSTEMS	E	B		F	N	1	*	225,958	226,470	226,470	0	2/20/2020	C		10/16/2020
4500318743	CADY ENTERPRISE INC 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	GAS COMPRESSOR PARTS	E	B	5	F	N	1		10,150	4,830	4,830	5,320	2/20/2020	O	4/1/2021	
4500318768	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	GOODALL GENERATOR	E	B	5	N	N	1		10,666	10,666	10,666	0	2/21/2020	C		10/19/2020
4500318772	NATHAN STEEL CORP PO BOX 299 UTICA, NY 13502-2534 US	BREAKER 7202 STEEL SUPPORT FRAMES	E	B	5	N	N	2		16,160	16,160	16,160	0	2/21/2020	C		6/9/2020
4500318834	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	7,312	7,336	7,336	0	2/24/2020	C		2/24/2020
4500318848	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	5KV VACUUM BREAKER	E	1	1	N	N	1		94,510	94,510	94,510	0	2/24/2020	C		6/9/2020
4500318850	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	FUEL	E	B	7	N	N	1		6,631	6,622	6,622	9	2/24/2020	C		3/24/2020
4500318854	CLARK-RELIANCE CORPORATION ENERVAC INTERNATIONAL ULC 280 HOLIDAY INN DR CAMBRIDGE, ON N3C 1Z4 CA	ENERAC E858M OIL FILTRATION TRAILER	E	B		F	N	4		96,377	0	0	96,377	2/28/2020	C		11/5/2020
4500318855	VISTACOM INC 1902 VULTEE ST ALLENTOWN, PA 18103 US	MAINTENANCE - VISTACOM	S	1	6	N	N	1		32,489	32,489	32,489	0	3/1/2020	O	2/28/2021	
4500318857	SANDPOINT CONSULTING ING 2716 COLONIAL WAY BLOOMFIELD HILLS, MI 48304-1625 US	BLACKLINE IMPLEMENTATION CONSULTING SERVICES	P	B		F	N	4		88,500	60,000	60,000	28,500	2/24/2020	C		5/8/2020

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4500318884	BENTLEY NEVADA LLC DBA FOR BAKER HUGHES A GE COMPANY L 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	SENSOR DEPLOYMENT PARTS	E	1	5	F	N	1		35,279	35,279	35,279	0	2/25/2020	C		4/22/2020
4500318935	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	STEEL PLATE	E	B	5	F	N	1		8,085	7,925	7,925	160	2/26/2020	C		5/18/2020
4500318939	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	TRANSMITTERS - MAGNETROL	E	B	5	F	N	1	*	34,997	35,073	35,073	0	2/26/2020	C		9/1/2020
4500318941	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ATLAS COPCO PARTS	E	B	5	N	03	2	*	9,667	9,929	9,929	0	2/26/2020	C		3/27/2020
4500318952	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	LM 6000 PARTS	E	B	5	F	N	3		23,280	21,391	21,391	1,889	2/26/2020	C		3/30/2020
4500318967	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	RUBBISH REMOVAL	S	C	5	N	N	1		49,000	14,552	14,552	34,448	2/28/2020	O	2/27/2021	
4500318980	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - STREAMSERVE	S	1	6	F	N	1		36,014	36,014	36,014	0	5/1/2020	O	4/30/2021	
4500318986	MORBARK LLC PO BOX 1000 WINN, MI 48896-1000 US	2020 MORBARK/RAYCO RG37 TRAC STUMP GRINDER AND TRAILER	E	B	7	F	N	1		28,149	28,149	28,149	0	2/27/2020	C		6/10/2020
4500318989	TWIN CITY GLASS CORP 856 WURLITZER DR N TONAWANDA, NY 14120-3042 US	SECURITY BUILDING GLASS REPLACEMENT	C	B	5	N	N	1		16,139	16,139	16,139	0	2/27/2020	C		11/16/2020
4500319011	GE PACKAGED POWER LLC DBA FOR GENERAL ELECTRIC CO 16415 JACINTOPORT BLVD BLDG "B" HOUSTON, TX 77015 US	CHECK VALVES	E	B	5	F	N	1	*	11,593	11,796	11,796	0	2/27/2020	C		6/10/2020
4500319013	ADAPTEC SOLUTIONS LLC 140 COMMERCE DR ROCHESTER, NY 14623-3504 US	MEZZANINE	E	B	5	N	N	2		5,880	5,880	5,880	0	2/27/2020	C		6/18/2020
4500319036	CLARK EQUIPMENT CO DBA BOBCAT CO/ DOOSAN PP/ DOOSAN NA 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	BOBCAT T770 T4 COMPACT LOADER	E	B	7	F	N	1		111,280	111,280	111,280	0	2/28/2020	C		6/11/2020

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4500319043	ROSEMOUNT INC 8200 MARKET BLVD MAIL STATION PK16 CHANHASSEN, MN 55317-9687 US	FLOW METER	E	B	5	F	N	2	*	6,223	6,230	6,230	0	2/28/2020	C		3/11/2020
4500319069	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	MAINTENANCE - SIEMENS	S	B	7	N	N	1		26,800	24,140	24,140	2,660	3/1/2020	O	2/28/2021	
4500319073	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SECURITY SYSTEMS MAINTENANCE AGREEMENT	S	B	7	N	N	1		155,981	148,852	148,852	7,129	3/1/2020	O	2/28/2021	
4500319079	OPEN ASSESSMENT TECHNOLOGIES CORP 156 2ND ST SAN FRANCISCO, CA 94105-3724 US	AUTOMATED SERVICES-PRE-EMPLOYMENT TESTING	P	1	5	N	N	1		27,000	27,000	27,000	0	3/9/2020	O	3/8/2021	
4500319080	RIGHTSTAR SYSTEMS DBA FOR RIGHTSTAR INC 1951 KIDWELL DR STE 110 VIENNA, VA 22182-3930 US	MAINTENANCE - BMC FOOTPRINTS	S	1	5	N	N	1		38,000	38,000	38,000	0	3/4/2020	O	3/3/2021	
4500319089	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		7,004	7,004	7,004	0	3/2/2020	C		3/2/2020
4500319090	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	RENTAL OF JOHN DEERE DOZER AND BOMAG VIBRATORY ROLLER	E	B	5	N	N	5		13,560	11,420	11,420	2,140	3/2/2020	C		6/10/2020
4500319104	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY RAILING	E	2	5	N	N	1		8,015	3,023	3,023	4,992	3/2/2020	C		10/16/2020
4500319111	AVIATION SERVICES UNLIMITED LLC PO BOX 629 ORISKANY, NY 13424 US	GENERAL HELICOPTER SERVICES	P	B		N	N	3		57,575	57,575	57,575	0	3/2/2020	O	1/1/2021	
4500319121	VORCOM INTERNET SERVICES 89 EDISON AVE MOUNT VERNON, NY 10550 US	Y-49 FIBER OPTIC DIAGNOSIS AND REPAIR	C	B	1	N	N	3		94,800	91,170	91,170	3,630	3/3/2020	C		8/28/2020
4500319129	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	2020 TADANO GR-150XL-3 CRANE	E	B		N	N	2		303,888	303,888	303,888	0	3/2/2020	C		6/8/2020
4500319130	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	METER SWITCH REPLACEMENT PARTS	E	B	5	F	04	1		9,360	9,360	9,360	0	3/2/2020	C		10/16/2020
4500319145	NATHAN STEEL CORP PO BOX 299 UTICA, NY 13502-2534 US	STRUCTURAL STEEL	E	B	5	N	N	2		22,865	22,865	22,865	0	3/2/2020	C		6/9/2020
4500319151	ADVANTEC MANUFACTURING USA INC FREEMAN MARINE E 28336 HUNTER CREEK ROAD GOLD BEACH, OR 97444-9614 US	VESSEL HATCHES	E	B	5	F	N	1	*	8,226	8,525	8,525	0	3/2/2020	C		10/16/2020

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4500319152	LINEMEN'S SUPPLY DIVISION OF BUCKINGHAM MANUFACTURING COMPANY PO BOX 1690 BINGHAMTON, NY 13902-1690 US	HARNESS	E	B	5	N	N	2		13,963	13,963	13,963	0	3/3/2020	C		7/14/2020
4500319182	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	BREAKER RELAY	E	B	5	N	03	1		18,400	18,400	18,400	0	3/3/2020	C		3/19/2020
4500319195	INTEGRITY POWER SOLUTIONS LLC DAVID CLARIDA 2708 CUMBERLAND DR EDMOND, OK 73034-8372 US	CT7B EXHAUST FRAME REPAIR	S	2	5	F	N	1		22,500	10,100	10,100	12,400	3/3/2020	C		4/20/2020
4500319206	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE LICENSE - MICROSOFT WINDOWS SERVER	I	B	7	F	N	1		6,008	6,008	6,008	0	3/3/2020	C		3/4/2020
4500319235	THREETECH ELECTRIC INC 7812 METROPOLITAN AVE MIDDLE VILLAGE, NY 11379-2965 US	LIGHTING UPGRADES	C	B	9	N	04	3		62,453	0	0	62,453	3/4/2020	C		6/30/2020
4500319240	MDI TELECOM CORP SYNCWORKS PO BOX 658 PONTE VEDRA BEACH, FL 32004-0658 US	TIME SYNC CLOCK HARDWARE / SOFTWARE	E	B	6	F	N	2		8,092	8,092	8,092	0	3/4/2020	C		3/10/2020
4500319307	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	OMICRON TEST EQUIPMENT CALIBRATION	S	1	5	F	N	1		8,075	8,075	8,075	0	3/5/2020	C		12/31/2020
4500319309	RADIANT RESOURCES 1913 ATLANTIC AVE STE 119 MANASQUAN, NJ 08736-1070 US	MAINTENANCE - SPLUNK	S	B	7	N	03	1		757,812	338,656	338,656	419,156	2/29/2020	O	2/28/2023	
4500319327	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF CAT D8T DOZER WITH CAB HEAT AND RIPPER ATTACHMENT	E	B	5	N	N	2		49,000	38,000	38,000	11,000	3/5/2020	C		6/10/2020
4500319332	INDUSTRIAL PROTECTION PRODUCTS INC 33 NORTHWESTERN DR SALEM, NH 03079-4809 US	SHOE MOBILE SHOES	E	B	5	N	N	1		6,653	6,653	6,653	0	3/5/2020	C		5/21/2020
4500319352	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	MSA PARTS	E	B		F	N	4		61,271	61,271	61,271	0	3/5/2020	C		4/8/2020
4500319371	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	3/6/2020	C		3/18/2020
4500319393	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	TURBO OIL DRUMS	E	B	5	N	N	1	*	36,229	36,241	36,241	0	3/6/2020	C		3/27/2020

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4500319394	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	FLOW METER	E	B	5	F	N	1	*	5,325	5,532	5,532	0	3/6/2020	C		7/22/2020
4500319401	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	GOVERNOR STOCK PARTS	E	B	5	F	N	1		8,939	8,939	8,939	0	3/6/2020	C		10/19/2020
4500319402	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	TLEM CABLE	E	B	5	N	N	3		38,250	38,250	38,250	0	3/6/2020	C		5/12/2020
4500319404	EASTERN COMMUNICATIONS INC 48-014 36TH ST LONG ISLAND CITY, NY 11101-1918 US	COMMUNICATION RADIO	E	B	5	N	N	1	*	7,184	7,256	7,256	0	3/6/2020	C		10/19/2020
4500319406	COMMUNICATION SERVICES INC DBA INTERPRETEK 75 HIGHPOWER RD ROCHESTER, NY 14623-3435 US	INTERPRETER SERVICES	P	B	5	N	N	3		8,000	1,448	1,448	6,552	3/6/2020	O	3/6/2021	
4500319407	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909 US	630 TON ROLLING CRANE DOOR TROUBLESHOOTING	M	B	5	N	N	1		6,925	0	0	6,925	3/6/2020	O	3/5/2021	
4500319412	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	LM 6000 PARTS	E	B	5	F	N	2		20,786	4,941	4,941	15,845	3/6/2020	O	4/1/2021	
4500319449	LAWRENCE VERGALITO DBA CYCLE SHACK 1205 ERIE BLVD W ROME, NY 13440-8303 US	2020 POLOARIS CREW NORTHSTAR EDITION ATV	E	B	5	N	N	2		34,385	34,385	34,385	0	3/9/2020	C		7/29/2020
4500319486	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	LM6000 PARTS - OUTAGE	E	B	5	F	N	1		44,000	34,835	34,835	9,165	3/10/2020	C		3/30/2020
4500319491	CARAHSOFT TECHNOLOGY CORPORATION SUITE 100 1860 MICHAEL FARADAY DRIV RESTON, VA 20190 US	SOFTWARE - VIRSIONONE LIFECYCLE	I	B	7	F	N	1		8,821	8,821	8,821	0	4/1/2020	O	3/31/2021	
4500319492	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL OF 2020 HOGG AND DAVIS HYDRA 985 REEL TRAILER	E	B	5	F	N	3		24,495	17,656	17,656	6,839	3/10/2020	C		8/3/2020
4500319546	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP LAPTOPS, MONITORS, ACCESSORIES AND SERVICES	H	B	7	F	04	1		604,629	604,629	604,629	0	3/11/2020	C		4/24/2020
4500319570	STAPLES CONTRACT&COMMERCIAL INC STAPLES BUSINESS ADVANTAGE 6040 DROTT DR EAST SYRACUSE, NY 13057-2943 US	FURNITURE	E	B	6	N	N	3		23,790	23,038	23,038	752	3/11/2020	C		6/1/2020

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4500319583	APPLIED MEASUREMENT & CONTROLS INC 1246 COMMERCIAL DR # B01 FARMINGTON, NY 14425-8966 US	HEAT EXCHANGER GASKETS	E	B	5	N	01	3		5,867	4,341	4,341	1,526	3/12/2020	C		8/18/2020
4500319626	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	ARC FLASH LABELS	E	B	5	F	N	3	*	6,222	6,274	6,274	0	3/12/2020	C		3/24/2020
4500319628	SUCCESSFACTORS AN SAP COMPANY STE 1100 1 TOWER PL - FL 11 SOUTH SAN FRANCISCO, CA 94080-1828 US	MAINTENANCE - SAP MOSAIC SUCCESSFACTORS CLOUD	E	2	8	F	N	1		828,948	828,948	828,948	0	1/1/2020	O	12/31/2022	
4500319633	STATE CHEMICAL SOLUTIONS DBA FOR STATE INDUSTRIAL PRODUCTS 5915 LANDERBROOK DR - STE 300 MAYFIELD HEIGHTS, OH 44124-4034 US	DISINFECTANT	E	2	5	F	N	1		14,547	14,547	14,547	0	3/13/2020	C		3/27/2020
4500319650	UNIVERSAL MULTILINK INC 18911 UNION TURNPIKE FLUSHING, NY 11366 US	MAINTENANCE - PLOTTERS	S	2	6	N	04	1		15,038	15,038	15,038	0	1/1/2020	C		12/31/2020
4500319658	S A A LOGISTICS INC 527 TOWNLINE RD STE 301 HAUPPAUGE, NY 11788-2833 US	COURIER/FREIGHT SERVICES	S	2	8	N	N	1		238,816	238,536	238,536	280	3/13/2020	C		11/24/2020
4500319674	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	MAINTENANCE - ASSETWORKS	I	B	7	F	N	1		29,862	29,862	29,862	0	4/1/2020	C		12/30/2020
4500319705	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053 US	SODIUM HYPOCHLORITE	E	C	5	N	N	1	*	5,832	5,845	5,845	0	3/16/2020	C		4/21/2020
4500319711	CASSONE LEASING INC 1900 LAKELAND AVE RONKONKOMA, NY 11779-7400 US	OFFICE TRAILER RENTAL	E	C	5	N	03	1		7,110	6,893	6,893	217	3/16/2020	C		7/13/2020
4500319714	KONE INC 4736 36TH ST LONG ISLAND CITY, NY 11101-1824 US	KONE ROPE GUIDE REPLACEMENT 45 TON CRANE	S	B	5	F	N	1		13,686	0	0	13,686	3/16/2020	O	3/14/2021	
4500319715	HELWIG CARBON PRODUCTS INC 8900 W TOWER AVE - BOX 240160 MILWAUKEE, WI 53224-9008 US	HELWIG PACKING RING	E	B	5	F	N	3		25,019	25,019	25,019	0	3/16/2020	C		6/15/2020
4500319718	WL CONCEPTS & PRODUCTION 1 BENNINGTON AVE FREEPORT, NY 11520-3953 US	EV DISPLAY AT JACOB JAVITS CENTER FOR AUTO SHOW	E	2	8	N	02	1		334,051	94,226	94,226	239,825	3/16/2020	O	3/15/2021	

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4500319724	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	DAM FACE LIGHTING	E	B	5	N	N	1		7,362	7,362	7,362	0	3/17/2020	C		10/19/2020
4500319725	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF KOBELCO SK140SRLC-5 EXCAVATOR	E	B	5	N	N	5		13,250	13,250	13,250	0	3/17/2020	C		7/10/2020
4500319726	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909 US	GM OVERHEAD DOOR INSTALLATION	C	B	5	N	N	1		46,200	6,600	6,600	39,600	3/17/2020	C		7/7/2020
4500319728	STATE CHEMICAL SOLUTIONS DBA FOR STATE INDUSTRIAL PRODUCTS 5915 LANDERBROOK DR - STE 300 MAYFIELD HEIGHTS, OH 44124-4034 US	DISINFECTANT	E	C	5	F	N	1		14,547	13,906	13,906	641	3/17/2020	C		3/24/2020
4500319729	H F BROWN MACHINE CO INC 708 STATE ST - PO BOX 849 UTICA, NY 13503 US	COPPER TERMINALS	E	B	5	N	01	2		19,476	19,476	19,476	0	3/17/2020	C		5/19/2020
4500319735	CALL-A-HEAD CORP 304 CROSSBAY BLVD BROAD CHANNEL, NY 11693 US	CONSTRUCTION PORT-A-POTTYS	E	C	5	N	N	1		26,237	8,986	8,986	17,251	3/17/2020	O	3/17/2021	
4500319740	PRISMA PHOTONICS LTD POB 53169 TEL AVIV, 01 6153101 IL	OPGW FIBER SENSOR BASED MONITORING	E	B		F	N	1		55,000	0	0	55,000	3/18/2020	O	3/17/2021	
4500319742	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	STEEL STRIPS	E	B	5	N	N	1		12,000	12,000	12,000	0	3/18/2020	C		4/30/2020
4500319743	ALLIANCE HOMECARE INC ALLIANCE NURSING DBA ALLIANCE HOME STE 600W 252 W 37TH ST NEW YORK, NY 10018-6636 US	NURSING SERVICES	P	2	1	N	N	1		245,500	208,906	208,906	36,594	3/18/2020	O	3/17/2021	
4500319749	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	OFFICE TRAILER RENTAL	E	B	8	N	N	1		357,266	357,266	357,266	0	3/18/2020	C		8/1/2020
4500319754	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF A VOLVO EC160L EXCAVATOR WITH ATTACHMENTS	E	B	5	N	N	4		26,800	26,800	26,800	0	3/19/2020	C		6/19/2020
4500319762	GRAINGER DBA FOR W W GRAINGER INC 505 SAWMILL RIVER RD ELMSFORD, NY 10523-1009 US	EMERGENCY MEALS READY TO EAT	E	C	5	F	N	1		8,528	8,528	8,528	0	3/19/2020	C		6/30/2020
4500319773	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 1401 VISCHER FERRY RD CLIFTON PARK, NY 12065 US	MOBILE SHOWER TRAILERS	E	C	1	N	N	3		1,713,441	1,621,550	1,621,550	91,891	3/20/2020	C		12/31/2020

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4500319778	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	INTAKE DECK REHABILITATION	P	2	8	N	N	1		203,673	133,164	133,164	70,509	3/20/2020	O	3/19/2021	
4500319780	US MOBILE KITCHENS DBA FOR MOBILE CONCEPTS INC 3880 EDOLIN FARMS CT FINKSBURG, MD 21048 US	MOBILE KITCHEN TRAILERS	E	C	1	F	N	6		199,050	197,200	197,200	1,850	3/20/2020	C		4/23/2020
4500319782	ONSOLVE INTERMEDIATE HOLDING CO ONSOLVE LLC 780 W GRANADA BLVD ORMOND BEACH, FL 32174 US	MAINTENANCE - SMART NOTICE	S	1	5	N	N	1		26,500	26,500	26,500	0	3/22/2020	O	3/21/2021	
4500319784	ON THE MEND MEDICAL SUPPLIES AND EQ DBA FOR SPEEDRAIN ENTERPRISES LLC 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549 US	MASKS	E	C	5	N	N	3		24,000	24,000	24,000	0	3/21/2020	C		3/27/2020
4500319787	GRAND AM RECREATIONAL VEHICLES INC 147 MASTIC RD MASTIC BEACH, NY 11951-2412 US	RENTAL OF CAMPERS FOR SEQUESTRATION	E	C	1	N	N	1		737,745	726,155	726,155	11,590	3/22/2020	O	3/20/2021	
4500319792	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053 US	WATER TREATMENT CORTROL	E	B	5	N	N	1	*	8,525	8,610	8,610	0	3/23/2020	C		4/21/2020
4500319794	AMERICAN VETERAN ENTERPRISE TEAM LLC 595 NEW LOUDON RD LATHAM, NY 12110-4063 US	MASKS	E	M	5	N	02	1		7,000	7,000	7,000	0	3/23/2020	C		4/2/2020
4500319797	UPTRENDS LLC STE 202 1800 NW CORPORATE BVLD BOCA RATON, FL 33431-7336 US	MAINTENANCE - UPTRENDS	E	B	6	F	N	1		19,293	19,293	19,293	0	1/26/2020	O	1/25/2023	
4500319798	COLTON AUTO INC2 3122 NIAGARA FALLS BLVD NORTH TONAWANDA, NY 14120 US	SLEEPER TRAILERS	E	2	1	N	N	1		208,839	208,742	208,742	97	3/23/2020	C		10/16/2020
4500319805	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	GRAVEL REPLENESHMENT PROJECT	C	2	8	N	01	1		64,100	64,100	64,100	0	3/24/2020	C		4/6/2020
4500319806	TRANE U S INC TRANE 4518 COURT SQ LONG ISLAND CITY, NY 11101-2955 US	CHILLER OVERHAUL AND MAINTENANCE	S	B	7	N	N	1		11,531	11,531	11,531	0	3/1/2020	O	2/28/2021	
4500319817	ABB ENTERPRISE SOFTWARE INC 25499 NETWORK PL CHICAGO, IL 60673-1254 US	MUNI METER UPGRADE	E	B	5	F	N	1		45,164	45,164	45,164	0	3/24/2020	C		10/16/2020
4500319821	ARTICULATE GLOBAL INC 244 5TH AVE STE 2960 NEW YORK, NY 10001 US	SOFTWARE LICENSE - ARTICULATE 360	S	1	6	N	N	1		8,638	8,638	8,638	0	4/3/2020	O	4/2/2021	

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4500319825	GUIDEPOINT SECURITY LLC 2201 COOPERATIVE WAY STE 225 HERNDON, VA 20171-3017 US	SOFTWARE LICENSE - INFOBLOX	E	B	7	F	N	1		44,924	44,924	44,924	0	4/6/2020	O	4/5/2023	
4500319830	CALL-A-HEAD CORP 304 CROSSBAY BLVD BROAD CHANNEL, NY 11693 US	RV TRAILER PUMP-OUTS FOR WASTE AND WATER CHANGE OUTS	S	C	5	N	N	1		15,000	15,000	15,000	0	3/25/2020	C		10/23/2020
4500319834	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	5,895	5,923	5,923	0	3/25/2020	C		3/25/2020
4500319838	ISLAND OCCUPATIONAL MEDICAL RES 618 BROADWAY AMITYVILLE, NY 11701-2124 US	TEMPERATURE SCREENING SERVICES	S	1	5	N	N	1		40,000	31,000	31,000	9,000	3/25/2020	O	3/25/2021	
4500319846	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	SOFTWARE LICENSE - NASDAQ DIRECTORS DESK	S	1	6	N	N	1		24,724	24,724	24,724	0	1/31/2020	O	1/30/2021	
4500319861	BLEVINS SEAWAY MOTORS INC 98 CENTER ST MASSENA, NY 13662-1463 US	RV RENTAL	E	2	1	N	N	1		312,800	285,257	285,257	27,543	3/27/2020	C		11/3/2020
4500319863	COMMUNICATIONS TRAINING ANALYSIS CORPORATION 3120 FAIRVIEW PARK DR STE 600 FALLS CHURCH, VA 22042-4571 US	AMAZON WEB SERVICES	I	B	7	F	N	1		106,000	106,000	106,000	0	4/1/2020	O	3/31/2021	
4500319869	ON THE MEND MEDICAL SUPPLIES AND EQ DBA FOR SPEEDRAIN ENTERPRISES LLC 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549 US	MASKS	E	C	5	N	N	3		24,000	24,000	24,000	0	3/27/2020	C		3/31/2020
4500319871	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - DUO	E	B	8	F	N	2		291,000	291,000	291,000	0	1/31/2020	O	1/30/2021	
4500319873	GEI CONSULTANTS INC PC 400 UNICORN PARK DR WOBURN, MA 01801 US	FERC PART 12D SAFETY INSPECTION	P	B		N	N	4		500,491	27,015	27,015	473,476	3/27/2020	O	12/31/2024	
4500319874	LIVEDATA UTILITY SOLUTIONS INC 810 MEMORIAL DR CAMBRIDGE, MA 02139-4642 US	MAINTENANCE - LIVEDATA	S	1	8	N	N	1		134,066	36,180	36,180	97,886	1/1/2020	O	12/31/2022	
4500319885	RIGHTSTAR SYSTEMS DBA FOR RIGHTSTAR INC 1951 KIDWELL DR STE 110 VIENNA, VA 22182-3930 US	MAINTENANCE - BMC	S	B	7	N	N	1		39,526	39,526	39,526	0	3/26/2020	O	3/25/2021	
4500319889	GUIDEPOINT SECURITY LLC 2201 COOPERATIVE WAY STE 225 HERNDON, VA 20171-3017 US	SOFTWARE LICENSE - CROWDSTRIKE	S	B	7	N	N	1		145,627	145,396	145,396	231	4/2/2020	O	4/1/2021	

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4500319890	SYSCO ALBANY LLC 1 LIEBICH LN HALFMOON, NY 12065-1421 US	ONSITE FOOD AND SUPPLIES	E	2	5	N	N	1		24,900	18,247	18,247	6,653	3/31/2020	C		12/30/2020
4500319911	BIOMARK INC 705 S 8TH ST BOISE, ID 83702-7112 US	EEL LADDER PIT ANTENNAE MONITORING	S	1		N	N	1		65,000	16,793	16,793	48,207	4/1/2020	O	6/2/2025	
4500319916	DEADLINE SOLUTIONS INC 991 CANAL ST SYRACUSE, NY 13210-1203 US	EEL PASSAGEWAY FLOW METER MONITORING	S	1		N	N	1		145,541	14,518	14,518	131,023	4/1/2020	O	6/2/2025	
4500319918	SYSCO LONG ISLAND LLC 199 LOWELL AVE CENTRAL ISLIP, NY 11722-3863 US	EMERGENCY FOOD SUPPLY - SEQUESTERED EMPLOYEES	P	C	1	N	N	1		50,000	35,293	35,293	14,707	4/1/2020	O	3/31/2021	
4500319920	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	MAINTENANCE - IBM STERLING GENTRAN	S	1	6	N	N	1		12,000	6,426	6,426	5,574	1/1/2020	C		12/31/2020
4500319922	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	MAINTENANCE - PROOFPOINT	S	B	7	F	N	1		25,538	25,538	25,538	0	4/14/2020	O	4/13/2021	
4500319924	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	MAINTENANCE - SOPHOS	S	B	7	N	03	3		73,060	73,060	73,060	0	3/31/2020	O	3/30/2021	
4500319931	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713 US	PROPANE	E	B	7	N	N	1		9,702	9,702	9,702	0	4/2/2020	C		4/2/2020
4500319933	PROTEK INFORMATION TECH SRV LLC 492 MITCHELL DR VALLEY COTTAGE, NY 10989-2208 US	CYBER SECURITY - VPN TEST CAPACITY	S	M	6	N	03	1		45,000	45,000	45,000	0	4/2/2020	C		4/6/2020
4500319935	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	SECURITY EQUIPMENT AND SERVICES	S	2	5	F	N	1		6,049	6,049	6,049	0	4/3/2020	C		4/3/2020
4500319937	ON THE MEND MEDICAL SUPPLIES AND EQ DBA FOR SPEEDRAIN ENTERPRISES LLC 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549 US	MASKS	E	2	5	N	N	1		36,000	36,000	36,000	0	4/3/2020	C		4/7/2020
4500319946	SYSCO ALBANY LLC 1 LIEBICH LN HALFMOON, NY 12065-1421 US	FOOD	E	2	5	N	N	1		14,242	14,242	14,242	0	4/3/2020	C		5/29/2020
4500319947	FASTENAL COMPANY 13 OLD SHERMAN TPKE #15 DANBURY, CT 06810 US	MASKS	E	2	5	F	N	1	*	7,940	8,099	8,099	0	4/3/2020	C		6/9/2020
4500319949	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	MAINTENANCE - PTRPLUS	S	1	8	N	N	1		300,000	25,500	25,500	274,500	3/1/2020	O	2/28/2025	

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4500319951	WAH SING NG NGPLANNING LLC 4 CAMBRIDGE RD HOLMDEL, NJ 07733-2020 US	EGEAS MODEL SUPPORT	S	1	6	N	N	1		34,500	11,000	11,000	23,500	1/1/2020	O	12/31/2022	
4500319963	AMERICAN VETERAN ENTERPRISE TEAM LLC 595 NEW LOUDON RD LATHAM, NY 12110-4063 US	MASKS	E	C	5	N	02	1	*	7,000	7,033	7,033	0	4/6/2020	C		5/4/2020
4500319965	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT REMOTE DESKTOP SERVICES	I	B	7	F	N	1		34,635	34,635	34,635	0	4/6/2020	C		4/7/2020
4500319974	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	MASKS AND DISINFECTANTS	E	B	5	F	N	1		7,283	7,283	7,283	0	4/7/2020	C		4/9/2020
4500320004	TYNDALE CO DBA FOR TYNDALE ENTERPRISES INC 5050 APPLEBUTTER RD PIPERSVILLE, PA 18947-1808 US	MASKS	E	2	5	F	N	1		40,800	39,950	39,950	850	4/9/2020	C		6/5/2020
4500320008	MONTEIRO ENDEAVORS LLC DBA FOR DANIEL MONTEIRO 37 N ORANGE AVE STE 500 ORLANDO, FL 32801-2459 US	MAINTENANCE - ARMORTEXT	I	B	5	F	N	3		28,004	28,004	28,004	0	3/25/2020	O	3/24/2021	
4500320012	FOUR SEASONS RV RENTAL LLC 724 OLD LIVERPOOL RD LIVERPOOL, NY 13088-6035 US	RENTAL OF FIVE RECREATIONAL VEHICLES SEQUESTERED EMPLOYEES	E	C	5	N	N	6		38,625	38,625	38,625	0	4/9/2020	C		5/27/2020
4500320013	FERGUSON ENTERPRISES LLC DBA FOR FERGUSON US HOLDINGS INC 612 PIERCE ROAD CLIFTON PARK, NY 12065 US	OCTAVE METER	E	B	5	N	N	3		10,444	10,444	10,444	0	4/9/2020	C		4/21/2020
4500320018	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	MAINTENANCE - GE MULTI AREA PRODUCTION SIMULATION	S	1	8	N	N	1		122,840	122,840	122,840	0	1/21/2020	O	1/20/2021	
4500320038	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	REXROTH KITS AND LOVEJOY COUPLINGS	E	B	5	F	N	2	*	14,379	14,446	14,446	0	4/14/2020	C		7/8/2020
4500320041	MILLER PROCTOR NICKOLAS INC 2 HUDSON ST SLEEPY HOLLOW, NY 10591-0815 US	BOILER SERVICE	S	1	8	N	N	1		250,000	16,610	16,610	233,390	6/1/2020	O	5/31/2023	
4500320043	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	CIP5 WARRANTY	R	1	1	N	N	1		57,220	57,220	57,220	0	4/14/2020	C		6/3/2020
4500320046	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - AVEPOINT	S	B	7	F	N	1		34,665	34,665	34,665	0	5/12/2020	O	5/11/2021	

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4500320048	INTEGRITY POWER SOLUTIONS LLC DAVID CLARIDA 2708 CUMBERLAND DR EDMOND, OK 73034-8372 US	AIRFOIL TAILS	E	1	8	F	N	1		67,500	67,500	67,500	0	4/14/2020	C		5/15/2020
4500320051	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	INDUSTRIAL WIPERS, SORBENT RUGS, FLOOR MATS	S	B		N	N	1		121,500	34,232	34,232	87,268	7/15/2020	O	7/14/2021	
4500320053	SYSCO ALBANY LLC 1 LIEBICH LN HALFMOON, NY 12065-1421 US	FOOD AND SUPPLIES	E	2	5	N	N	1		6,778	6,778	6,778	0	4/15/2020	O	4/1/2021	
4500320064	BENTLY NEVADA LLC BAKER HUGHES A GE COMPANY 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	BENTLEY NEVADA PARTS	E	B	5	F	N	1	*	13,538	13,608	13,608	0	4/17/2020	C		6/1/2020
4500320075	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	MAINTENANCE - ENCASE	I	B	7	F	N	1		24,359	24,359	24,359	0	4/22/2020	C		4/23/2020
4500320076	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	MAINTENANCE - TABLEAU	S	B	7	F	N	1		185,280	185,280	185,280	0	6/28/2020	O	6/27/2021	
4500320079	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	MAINTENANCE - PPSE GUI	S	1	6	N	N	1		22,075	22,075	22,075	0	1/1/2020	C		12/31/2020
4500320094	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI BREAKER OUTAGE SUPPORT	S	1	5	F	N	1		86,940	79,255	79,255	7,685	4/20/2020	C		12/31/2020
4500320095	BUFFALO INDUSTRIAL CHEMICALS INC PO BOX 664 NORTH TONAWANDA, NY 14120 US	COOLING TOWER TREATMENT SERVICES	S	B	5	N	N	1		17,000	10,930	10,930	6,070	4/20/2020	C		11/30/2020
4500320097	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS METER UPGRADES	E	B	5	N	N	2	*	9,842	9,927	9,927	0	4/20/2020	C		5/29/2020
4500320107	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ZBOOKS, ACCESSORIES AND MAINTENANCE	H	B	7	F	04	3		9,896	9,896	9,896	0	4/20/2020	C		5/15/2020
4500320108	GE DIGITAL LLC DBA FOR GENERAL ELECTRIC CO 41 FARNSWORTH ST BOSTON, MA 02210-1236 US	GE SUPPORT SERVICES	S	1	5	F	N	1		27,913	27,913	27,913	0	4/27/2020	O	4/26/2021	
4500320109	B & H PHOTO VIDEO DBA FOR B&H FOTO & ELECTRONICS CORP 420 9TH AVE NEW YORK, NY 10001-1644 US	MACBOOK PROS	H	B	6	N	N	3		7,245	7,245	7,245	0	4/21/2020	C		4/21/2020
4500320118	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	LINKEDIN LEARNING PRO FOR GOVERMENT LEARNING	I	B	6	F	N	3		48,050	48,050	48,050	0	4/27/2020	O	4/26/2021	

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4500320120	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	F	N	1		60,742	60,742	60,742	0	4/24/2020	O	4/23/2021	
4500320121	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	MAINTENANCE - QUEST	I	B	7	F	N	1		7,004	7,004	7,004	0	4/22/2020	C		10/19/2020
4500320132	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	MASKS	E	2	5	N	N	1	*	16,875	17,081	17,081	0	4/22/2020	C		10/16/2020
4500320136	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	AIR COMPRESSOR VALVES	E	B	5	N	03	3	*	6,647	6,773	6,773	0	4/22/2020	C		5/15/2020
4500320139	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT PROCESS DIRECTOR	S	1	6	N	N	1		20,683	20,683	20,683	0	5/1/2020	O	4/30/2021	
4500320140	KOFAX INC 15211 LAGUNA CANYON RD IRVINE, CA 92618-3146 US	MAINTENANCE - READSOFT CUSTOMIZATION SOFTWARE	S	1	6	N	N	1		17,983	17,983	17,983	0	5/1/2020	O	4/30/2021	
4500320145	FLIGHTSAFETY INTERNATIONAL INC 100 MOONACHIE AVE MOONACHIE, NJ 07074-1819 US	PILOT TRAINING	P	B		F	N	1		300,000	0	0	300,000	4/1/2020	O	3/31/2025	
4500320151	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	PROTECTION AND CONTROL EQUIPMENT	E	B	5	F	N	1	*	14,817	14,861	14,861	0	4/24/2020	C		6/15/2020
4500320159	FIBER INSTRUMENT SALES INC 161 CLEAR RD ORISKANY, NY 13424-4301 US	1000' WIRE CABLE REEL	E	B	5	N	N	2		10,080	9,737	9,737	343	4/24/2020	C		5/29/2020
4500320167	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - OPENTEXT	S	B	7	N	N	1		131,231	131,231	131,231	0	7/1/2020	O	6/30/2021	
4500320173	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	MARK VI TERMINAL BOARD FOR FEEDER PUMP	E	B	5	F	N	1	*	7,995	8,094	8,094	0	4/27/2020	C		10/29/2020
4500320176	GARTNER INC PO BOX 911319 DALLAS, TX 75391-1319 US	SOFTWARE - GARTNER	S	B	7	F	N	1		238,277	238,277	238,277	0	4/1/2020	O	3/31/2021	
4500320187	ELECTRIC CAR INSIDER DBA FOR CHRISTOPHER ALAN 9740 CAMPO RD SPRING VALLEY, CA 91977-1415 US	EV MODEL COMMUNITY PROGRAM	P	B			N	N	24		21,800	21,800	21,800	0	4/28/2020	C		5/30/2020
4500320192	ON THE MEND MEDICAL SUPPLIES AND EQ DBA FOR SPEEDRAIN ENTERPRISES LLC 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549 US	LYSOL WIPES, DISINFECTANT	E	2	5	N	N	1		8,000	8,000	8,000	0	4/28/2020	C		4/30/2020

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4500320195	S & P GLOBAL MARKET INTELL INC S & P GLOBAL MARKET INTELL LLC 55 WATER ST NEW YORK, NY 10041-0004 US	MAINTENANCE - S AND P INTELLIGENCE	S	1	5	N	N	1		45,198	45,198	45,198	0	4/30/2020	O	4/29/2021	
4500320203	ASI MARINE LP 40 CENTRE DR - STE 3 ORCHARD PARK, NY 14127-4100 US	ZEBRA MUSSEL CONTROL SERVICES	S	B	5	N	N	1		35,500	35,500	35,500	0	4/29/2020	C		12/31/2020
4500320207	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	FENCE REPAIRS AND MAINTENANCE	S	B	5	N	01	1		24,500	8,265	8,265	16,235	4/30/2020	O	4/29/2021	
4500320220	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	PRESSURE TRANSMITTER	E	B	5	F	N	3	*	11,842	11,983	11,983	0	4/29/2020	C		8/17/2020
4500320222	HOSELTON CHEVROLET INC 909 FAIRPORT RD EAST ROCHESTER, NY 14445-1991 US	LEASE OF FOUR (4) CHEVROLET EQUINOX AWD SUV'S FOR THREE YEARS	E	B	7	N	N	1		60,912	13,536	13,536	47,376	4/30/2020	O	5/5/2023	
4500320232	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	GAS SUPPLY ACTUATOR	E	B	5	F	N	1		12,245	12,245	12,245	0	4/30/2020	C		6/30/2020
4500320233	ECO-CARE CORP 350 7TH AVE - STE 1501 NEW YORK, NY 10001-1935 US	ULTRAVIOLET (UVC) LIGHT TREATMENT TO HVAC SYSTEMS	S	2	8	N	N	1		166,257	147,247	147,247	19,010	4/30/2020	O	4/29/2021	
4500320237	SIRIUS COMPUTER SOLUTIONS INC 101000 REUNION PLACE STE 500 SAN ANTONIO, TX 78216 US	MAINTENANCE - IBM	S	B	7	N	N	2		134,047	134,047	134,047	0	1/1/2020	C		12/31/2020
4500320238	SIRIUS COMPUTER SOLUTIONS INC 101000 REUNION PLACE STE 500 SAN ANTONIO, TX 78216 US	MAINTENANCE - IBM	S	B	7	N	N	2		713,530	713,530	713,530	0	1/1/2020	C		12/31/2020
4500320243	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	STOCK ITEMS	E	B	6	F	N	3		26,864	6,628	6,628	20,236	5/1/2020	O	6/15/2021	
4500320251	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SEL RELAY	E	B	5	N	N	3		17,920	17,920	17,920	0	5/1/2020	C		5/19/2020
4500320261	THE FRIENDS OF THE ROBERT MOSES STATE PARK NATURE CENTER INC PO BOX 408 MASSENA, NY 13662-0408 US	NICANDRI NATURE CENTER	S	1	3	N	N	1		333,000	293,400	293,400	39,600	4/1/2020	O	3/31/2021	

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4500320262	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283-4318 US	SOFTWARE - RED HAT LINUX	S	B	7	F	N	2		14,457	14,457	14,457	0	5/4/2020	O	3/11/2021	
4500320263	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET EQUIPMENT MAINTENANCE CONTRACT	S	B	7	F	N	1		150,000	128,550	128,550	21,450	5/5/2020	C		12/31/2020
4500320279	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	RENTAL OF WACKER NEUSON EXCAVATOR	E	B	5	N	N	1		15,390	15,390	15,390	0	5/5/2020	C		7/17/2020
4500320283	ABB ENTERPRISE SOFTWARE I 800 HYMUS BOULEVARD ST-LAURENT, PQ H4S 0B5 CA	GSU COPPER COIL RETROFITTING	E	B		F	N	1		4,614,232	1,916,240	1,916,240	2,697,992	5/5/2020	O	12/31/2022	
4500320295	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180-HILLCREST II BLUE BELL, PA 19422-1977 US	EXECUTIVE COACHING SERVICES	P	2	5	F	N	1		30,000	11,700	11,700	18,300	1/1/2020	C		12/31/2020
4500320321	FALMAT INC 1873 DIAMOND STREET SAN MARCOS, CA 92078-5128 US	CRESCENT SUB CABLE	E	2	8	F	N	1		85,586	85,586	85,586	0	5/8/2020	C		6/30/2020
4500320323	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	MASKS	E	B	5	F	N	1		9,399	9,399	9,399	0	5/6/2020	C		12/15/2020
4500320326	JESSALYN ROSE CLARY c/o 123 MAIN ST WHITE PLAINS, NY 10601	NURSING SERVICES	P	2	1	N	N	1		198,000	110,140	110,140	87,860	5/7/2020	O	5/6/2021	
4500320330	VAN KOOY TRANSFORMER SERVICES INC 128 GLEN ROAD HAMILTON, ON L8S 3M9 CA	GSU FACTORY ACCEPTANCE TEST WITNESS	S	B	5	F	N	3		29,555	19,460	19,460	10,095	5/7/2020	O	5/6/2021	
4500320339	COURTNEY PATTERSON c/o 123 MAIN ST WHITE PLAINS, NY 10601	NURSING SERVICES	P	2	1	N	N	2		198,000	88,712	88,712	109,288	5/7/2020	O	5/6/2021	
4500320342	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	MAINTENANCE - DATABRICKS	I	B	7	N	N	1		225,354	225,354	225,354	0	5/7/2020	O	5/7/2023	
4500320344	SUNY COBLESKILL FOUNDATION ROOM 200 KNAPP HALL - SUNY COBLESKI COBLESKILL, NY 12043 US	FISH STOCKING	S	2	6	N	N	1		15,000	15,000	15,000	0	5/7/2020	C		6/18/2020
4500320355	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	FLASHBOARD REMOVAL AND INSTALLATION	C	B		N	01	2		141,125	141,125	141,125	0	4/1/2020	O	3/31/2023	
4500320358	TELEDYNE INSTRUMENTS INC TELENDYNE IMPULSE 9855 CARROLL CANYON RD SAN DIEGO, CA 92131-1103 US	CS SUB CABLE CONNECTORS	E	2	8	F	N	1		55,000	51,395	51,395	3,605	6/22/2020	C		12/31/2020

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4500320359	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	CISCO EQUIPMENT FOR NETWORK FIBER CONNECTIVITY	H	B	7	F	04	3		23,427	23,427	23,427	0	5/8/2020	C		5/20/2020
4500320364	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	MICROTECH II CONTROL PANEL	E	B	5	F	N	1		32,500	32,500	32,500	0	5/11/2020	C		6/2/2020
4500320365	INSTRUMENT TRANSFORMER EQUIPMENT CORP PO BOX 129 MONROE, NC 28111-0129 US	METERING UNITS	E	B	5	F	N	2		26,268	26,268	26,268	0	5/11/2020	C		10/19/2020
4500320371	GLOBALSTAR INC GLOBALSTAR USA LLC 461 S MILPITAS BLVD MILPITAS, CA 95035-5485 US	GLOBALSTAR SATELLITE PHONE SERVICES	S	1	8	F	N	1		112,849	111,666	111,666	1,183	4/16/2020	O	4/15/2021	
4500320381	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - NETSCOUT	S	B	6	N	04	2		15,636	15,636	15,636	0	6/1/2020	O	5/31/2021	
4500320382	NETWORK & SECURITY TECHNOLOGIES INC 161 N MIDDLETOWN RD PEARL RIVER, NY 10965-2030 US	CYBER ASSESSMENT AND TESTING	S	B		N	N	20		35,450	35,439	35,439	11	5/12/2020	C		7/31/2020
4500320390	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	KONE CRANES WELD INSPECTION	P	1	5	F	N	1		39,148	23,489	23,489	15,659	5/12/2020	O	5/11/2021	
4500320397	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	SOFTWARE LICENSE - COMMVAULT	S	B	7	F	03	1		183,915	183,915	183,915	0	3/31/2020	O	3/30/2021	
4500320398	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	RARITAN EQUIPMENT	H	B	6	F	04	4		5,334	5,334	5,334	0	5/12/2020	C		6/8/2020
4500320426	ON THE MEND MEDICAL SUPPLIES AND EQ DBA FOR SPEEDRAIN ENTERPRISES LLC 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549 US	LYSOL WIPES	E	2	5	F	N	1		19,950	19,950	19,950	0	5/13/2020	C		5/28/2020
4500320453	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	HIGH VOLTAGE ELECTRICAL PARTS	E	B		F	N	1		79,317	0	0	79,317	5/15/2020	O	2/28/2021	
4500320454	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	EBS RENEWAL	R	1	8	N	N	1		53,372	53,372	53,372	0	5/15/2020	C		5/26/2020
4500320465	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	LEVEL INDICATOR AND TRANSMITTER	E	B	5	F	N	1		9,662	9,662	9,662	0	5/18/2020	C		10/26/2020

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4500320478	ALEXANDRA LICASTRO c/o 123 MAIN ST WHITE PLAINS, NY 10601	NURSING SERVICES	P	2	1	N	N	1		75,000	65,920	65,920	9,080	5/19/2020	C		10/16/2020
4500320496	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	PLATINUM CO CATALYST	E	B		F	N	1		305,991	305,991	305,991	0	5/19/2020	C		11/5/2020
4500320510	AMERICAN VETERAN ENTERPRISE TEAM LLC 595 NEW LOUDON RD LATHAM, NY 12110-4063 US	MASKS	E	2	5	N	02	1	*	6,500	6,546	6,546	0	5/20/2020	C		5/26/2020
4500320515	SOUTH ATLANTIC MARINE SERVICES INC 342 COLD SPRING RD SYOSSET, NY 11791 US	MASKS	E	2	5	N	03	1	*	18,000	18,286	18,286	0	5/20/2020	C		10/19/2020
4500320516	SOUTH ATLANTIC MARINE SERVICES INC 342 COLD SPRING RD SYOSSET, NY 11791 US	COVID-19 SUPPLIES	E	B	5	N	03	1	*	13,210	13,410	13,410	0	5/20/2020	C		6/8/2020
4500320521	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	PHOSPHATE ANALYZER AND PARTS	E	B	5	F	N	1	*	12,767	12,932	12,932	0	5/20/2020	C		7/22/2020
4500320529	OTIS ELEVATOR CO 1 ODELL PLZ - STE 120 YONKERS, NY 10701-1415 US	ELEVATOR MAINTENANCE	M	B		N	N	5		483,000	2,250	2,250	480,750	6/5/2020	O	6/4/2025	
4500320543	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	SOFTWARE LICENSE - CISCO	E	B	7	N	04	2		8,572	8,572	8,572	0	5/21/2020	C		5/27/2020
4500320553	LEXISNEXIS RISK SOLUTIONS FL INC. 1000 ALDERMAN DR ALPHARETTA, GA 30005-4101 US	SOFTWARE LICENSE - ACCURINT ACCESS	S	B	5	N	N	1		17,800	6,302	6,302	11,498	5/1/2020	O	4/30/2021	
4500320556	AIR ENGINEERING FILTERS INC 530 NEPPERHAN AVE YONKERS, NY 10701-6659 US	AIR FILTERS	E	B	8	N	N	1		13,584	13,472	13,472	112	5/22/2020	O	5/21/2021	
4500320580	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	BOAT LAUNCH REHABILITATION	C	B		N	N	4		3,053,952	805,841	805,841	2,248,111	5/26/2020	O	5/25/2021	
4500320597	ABB INC EXCITER 23000 HARVARD RD CLEVELAND, OH 44122-7234 US	POWER SUPPLY ADAPTER	E	B	6	F	N	1		8,000	8,000	8,000	0	5/27/2020	C		5/27/2020
4500320606	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	SECURITY GATE REPLACEMENT PARTS	E	B	5	N	01	3		5,594	5,594	5,594	0	5/27/2020	C		6/3/2020
4500320609	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	SOFTWARE - POWERGEM FOR TRANSMISSION ADEQUACY	I	2	8	F	N	1		61,800	61,800	61,800	0	6/1/2020	O	5/31/2021	

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4500320614	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	ECONOMIZER PUMP	E	B	5	F	N	2		8,748	8,748	8,748	0	5/27/2020	C		7/30/2020
4500320617	ABB ENTERPRISE SOFTWARE INC 305 GREGSON DR CARY, NC 27511-6496 US	MAINTENANCE - ABB MACH2 SYSTEM	S	1	8	N	N	1		167,730	83,865	83,865	83,865	11/1/2019	C		10/31/2020
4500320648	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	I AND C RELAY	E	B	5	N	N	3		8,681	8,681	8,681	0	5/29/2020	C		10/19/2020
4500320649	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	ANNUNCIATOR PUMP SKID	E	B	5	N	N	2		6,366	6,366	6,366	0	5/29/2020	C		10/19/2020
4500320650	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	JEMSTAR METERS	E	B	5	N	N	1	*	24,699	24,804	24,804	0	5/29/2020	C		7/8/2020
4500320679	CIVIL AND ENVIROMENTAL CONSULTANTS OF NEW YORK INC 908 NIAGARA FALLS BVLD NORTH TONAWANDA, NY 14120-2019 US	ZEBRA MUSSEL TESTING SERVICES	S	B	5	N	N	1		15,000	12,750	12,750	2,250	6/1/2020	O	5/31/2021	
4500320685	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	FIRE EXTINGUISHER REFILL/REPLACEMENT	E	B	5	N	02	1		18,050	10,526	10,526	7,524	6/1/2020	O	5/31/2021	
4500320698	CARRIER NORTHEAST INC 1401 ERIE BLVD E SYRACUSE, NY 13210 US	PORTABLE AIR PURIFICATION SYSTEMS	E	C	8	N	N	3		940,109	603,621	603,621	336,488	6/1/2020	O	5/31/2021	
4500320700	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	ARCING, CONTACT	E	B	5	N	N	3		38,448	38,448	38,448	0	6/1/2020	C		6/9/2020
4500320720	GOODWAY TECHNOLOGIES CORP 420 WEST AVE STAMFORD, CT 06902-6384 US	DISINFECTING SYSTEM	E	2	5	F	N	1		6,175	6,175	6,175	0	6/2/2020	C		7/30/2020
4500320765	TYNDALE CO DBA FOR TYNDALE ENTERPRISES INC 5050 APPLEBUTTER RD PIPERSVILLE, PA 18947-1808 US	MASKS	E	2	5	F	N	1		8,500	8,500	8,500	0	6/4/2020	C		6/8/2020
4500320777	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	WAREHOUSE STOCK	E	B	5	F	N	4	*	9,998	10,118	10,118	0	6/4/2020	C		6/29/2020
4500320781	POWERCOMM SOLUTIONS LLC 15 MINNEAKONING RD - STE 311 FLEMINGTON, NJ 08822-5751 US	COMMUNICATIONS ANALYZER	E	2	5	N	N	1		10,950	10,950	10,950	0	6/4/2020	C		6/16/2020
4500320795	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	VOLTAGE REGULATOR	E	B	5	F	N	3		49,992	0	0	49,992	6/5/2020	O	1/20/2021	
4500320813	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		9,291	9,291	9,291	0	6/5/2020	C		6/5/2020

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4500320839	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	MAINTENANCE - MATLAB	S	2	5	F	N	11		18,435	18,435	18,435	0	7/1/2020	O	6/30/2021	
4500320862	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR/ESCALATOR INSPECTIONS	S	B	5	N	N	2		14,203	14,203	14,203	0	6/10/2020	C		9/4/2020
4500320866	SOMMERFIELD WILDLIFE CONTROL ROBERT H SOMMERFIELD 28 S GRASSE RIVER RD MASSENA, NY 13662-3234 US	ANIMAL REMOVAL SERVICES	S	B	5	N	N	1		10,000	1,980	1,980	8,020	6/10/2020	O	6/9/2021	
4500320916	WESTERN OILFIELFDS SUPPLY COMPANY DBA RAIN FOR RENT 3404 STATE RD BAKERSFIELD, CA 93308-4538 US	ECONTAIN SPILLBERM	E	B	5	F	N	1		11,340	11,340	11,340	0	6/11/2020	C		10/19/2020
4500320925	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MAINTENANCE - MICROSOFT	S	B	7	N	N	1		154,310	154,310	154,310	0	6/28/2020	O	6/27/2021	
4500320928	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	STOCK - HVB PARTS	E	B	5	N	N	3		30,923	30,923	30,923	0	6/12/2020	O	1/1/2021	
4500320939	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1		8,120	8,120	8,120	0	6/17/2020	C		10/16/2020
4500320957	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	CARTRIDGE ELEMENT STAINER	E	B	5	F	N	1		5,552	5,552	5,552	0	6/15/2020	C		10/16/2020
4500320974	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	MAINTENANCE - CHECKPOINT	S	B	7	N	N	1		614,054	614,054	614,054	0	6/29/2020	O	6/28/2021	
4500320990	FORRESTER RESEARCH INC 60 ACORN PARK DR CAMBRIDGE, MA 02140-2303 US	SOFTWARE - FORRESTER IT ADVISORY SERVICE	S	B	5	F	N	1		10,519	10,519	10,519	0	5/27/2020	O	5/26/2021	
4500320992	DATASPLICE LLC 414 E OAK ST FORT COLLINS, CO 80524-2950 US	SOFTWARE LICENSE - DATASPLICE	I	B	5	F	N	1		24,921	24,921	24,921	0	1/1/2020	C		12/31/2020
4500320993	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	SOFTWARE LICENSE - ADOBE SIGN	S	B	7	N	N	1		98,024	98,024	98,024	0	2/22/2020	O	2/21/2021	
4500320994	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECKPOINT NETWORK SECURITY EQUIPMENT AND SERVICES	S	B	7	N	N	1		557,187	557,187	557,187	0	6/16/2020	O	6/15/2021	
4500321012	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	FLOW WATER INJECTION CONVERTER	E	B	5	F	N	1	*	30,760	30,859	30,859	0	6/16/2020	C		9/3/2020

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4500321039	TRINOVA INC 4485 LAUGHLIN DR S MOBILE, AL 36693-5646 US	SEAL HEATERS	E	B	6	F	N	3		8,456	8,456	8,456	0	6/16/2020	C		8/20/2020
4500321042	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MAINTENANCE - ADOBE CREATIVE CLOUD	I	B	5	F	N	1		26,318	26,318	26,318	0	6/5/2020	O	6/4/2021	
4500321058	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	INTERUPPTER PARTS	E	B	5	F	N	1		30,279	30,279	30,279	0	6/17/2020	C		10/19/2020
4500321093	LIGHTNING MECHANICAL 65 NEWARK WAY MAPLEWOOD, NJ 07040-3309 US	SECURITY HVAC	E	2	5	F	N	1		36,377	36,377	36,377	0	6/18/2020	C		12/30/2020
4500321095	ACTION BATTERY WHOLESALERS INC DBA BAE BATTERIES USA 484 COUNTY ROAD VV SOMERSET, WI 54025-9031 US	DC POWER SYSTEM	E	B	5	F	N	3		7,205	7,205	7,205	0	6/18/2020	C		8/4/2020
4500321133	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT AND CHECKPOINT UPGRADE	H	B	7	F	N	4		166,653	166,653	166,653	0	6/19/2020	C		7/10/2020
4500321143	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	PRESSURE TRANSMITTERS	E	B	5	F	N	2	*	10,637	10,874	10,874	0	6/22/2020	C		8/11/2020
4500321149	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	BUSHING	E	B	5	F	N	1		17,940	0	0	17,940	6/22/2020	O	4/1/2021	
4500321150	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	AIR COMPRESSOR	E	B	5	N	N	1		7,407	7,407	7,407	0	6/22/2020	C		10/30/2020
4500321155	CARE SECURITY SYSTEM INC 9 HEMION RD MONTEBELLO, NY 10901-4928 US	DELTA BARRIERS MAINTANENCE	E	B	5	N	N	1		35,380	0	0	35,380	6/22/2020	O	4/1/2021	
4500321157	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - MONGODB	S	B	7	N	N	4		19,727	19,727	19,727	0	6/24/2020	O	6/23/2021	
4500321170	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM POWER SOFTWARE	E	B	7	F	N	1		32,680	32,680	32,680	0	6/23/2020	O	6/30/2021	
4500321174	LAKELANDS CONCRETE PRODUCTS INC 7520 E MAIN ST LIMA, NY 14485-9731 US	PRECAST CONCRETE FOUNDATIONS	E	B	5	N	N	1		7,652	7,652	7,652	0	6/23/2020	C		10/16/2020

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4500321189	DRANETZ DBA FOR DRANETZ TECHNOLOGIES INC 1000 NEW DURHAM RD STE 188 EDISON, NJ 08818-2368 US	POWER ANALYZER	E	B	6	F	N	3	*	7,279	7,319	7,319	0	6/23/2020	C		7/20/2020
4500321211	ELECTRONIC DRIVES & CONTROLS INC 17 EASTMANS RD PARSIPPANY, NJ 07054-3702 US	75HP MOTOR	E	B	5	F	N	1		11,485	11,485	11,485	0	6/23/2020	C		9/21/2020
4500321215	SCALABLE NETWORK TECHNOLOGIES INC 6059 BRISTOL PKWY STE 200 CULVER CITY, CA 90230-6624 US	MAINTENANCE - EXATA	E	1	8	F	N	1		55,930	55,930	55,930	0	7/10/2020	O	7/9/2023	
4500321222	JOE JOHNSON EQUIPMENT LLC 62 LAGRANGE AVE ROCHESTER, NY 14613-1569 US	RENTAL OF 2020 VACTOR PARDIGM HXX VAC TRUCK	E	B	6	N	N	1		46,000	46,000	46,000	0	6/24/2020	C		11/23/2020
4500321241	RED WING BUSINESS ADVANTAGE ACCOUNT DBA FOR MULTI SERVICE TECH SOLUTION 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SAFETY FOOTWEAR	E	B	5	N	N	3		15,000	14,401	14,401	599	6/24/2020	O	6/23/2021	
4500321242	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY FOOTWEAR	E	B	5	N	N	3		24,500	18,013	18,013	6,487	6/24/2020	O	6/23/2021	
4500321244	SAF-GARD SAFETY SHOE CO 1285 MANHEIM PIKE LANCASTER, PA 17601 US	SAFETY FOOTWEAR	E	B	5	F	N	3		10,000	9,505	9,505	495	6/24/2020	O	6/23/2021	
4500321255	A & G INDUSTRIAL SERVICES INC 19 RICHARDS RD PLYMOUTH, MA 02360-4871 US	CARBON FIBER WRAP REPAIR SERVICES	S	B	5	N	N	2		24,386	0	0	24,386	6/24/2020	O	2/28/2021	
4500321256	BRISTOL HARBOR GROUP INC 99 POPPASQUASH RD UNIT H BRISTOL, RI 02809-1018 US	HAVASU II CRANE BARGE SURVEY AND ASSESMENT	S	B	5	N	N	1		19,400	19,400	19,400	0	6/24/2020	C		12/30/2020
4500321286	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	DXPERIENCE SOFTWARE SUBSCRIPTION	I	B	5	F	N	1		8,032	8,032	8,032	0	6/3/2020	O	6/2/2021	
4500321289	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI PARTS	E	B	5	F	N	1		6,817	6,817	6,817	0	6/25/2020	C		10/20/2020
4500321300	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - ZOOM	S	B	5	F	N	1		12,542	12,542	12,542	0	6/2/2020	O	6/1/2021	
4500321306	OLDCASTLE PRECAST INC 1002 15TH ST SW - STE 110 AUBURN, WA 98001-6502 US	TRENCH MATERIAL	E	B	5	N	N	3		33,677	33,677	33,677	0	6/26/2020	O	1/1/2021	

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4500321319	FEDTEK INC 12700 BLACK FOREST LN STE 202 WOODBRIDGE, VA 22192-5306 US	MAINTENANCE - WEBTRENDS	S	B	7	N	N	1		11,033	11,033	11,033	0	6/27/2020	O	6/26/2021	
4500321328	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	MAINTENANCE - RTS	R	1	6	F	N	1		13,300	13,300	13,300	0	6/26/2020	O	6/1/2021	
4500321340	JPJ ELECTRONICS COMMUNICATIONS INC 1 W WHITESBORO ST YORKVILLE, NY 13495 US	RADIO UPGRADES	E	B		N	N	3		120,351	0	0	120,351	6/29/2020	O	6/28/2021	
4500321365	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	AIR COMPRESSOR	E	B	5	N	03	1		22,098	22,098	22,098	0	6/29/2020	C		8/30/2020
4500321367	NORTH AMERICAN VAN LINES INC 101 EAST WASHINGTON BLVD STE 100 FORT WAYNE, IN 46802-3145 US	MOVING AND RELOACTION SERVICES	S	B		N	N	3		175,000	6,339	6,339	168,661	7/1/2020	O	6/30/2023	
4500321369	ARNOFF MOVING AND STORAGE INC 1282 DUTCHESS TPKE POUGHKEEPSIE, NY 12603-1175 US	MOVING AND STORAGE RELOCATION SERVICES	S	B		N	N	3		175,000	0	0	175,000	7/1/2020	O	6/30/2025	
4500321381	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	TEFLON NOZZLE	E	B	5	N	N	3		9,410	9,410	9,410	0	6/30/2020	C		7/8/2020
4500321386	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	JIB CRANE	E	B	5	N	N	2		11,958	11,958	11,958	0	6/30/2020	C		10/19/2020
4500321387	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	JOCKEY PUMP REBUILDS	E	B	5	N	03	1		46,863	31,678	31,678	15,185	6/30/2020	O	2/5/2021	
4500321422	GEOKON INC 48 SPENCER ST LEBANON, NH 03766-1363 US	INCLINOMETERS	E	B	6	F	N	3		5,882	5,882	5,882	0	7/1/2020	C		7/30/2020
4500321429	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	ANCHOR SHACKLE	E	B	5	N	N	2		20,788	20,788	20,788	0	7/1/2020	C		10/19/2020
4500321442	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	FIRE SUPPRESSION SYSTEM	A	1	8	N	N	1		28,621	28,621	28,621	0	7/1/2020	O	6/30/2021	
4500321460	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	NOX FILTERS	E	B	5	F	N	1		26,662	26,662	26,662	0	7/2/2020	C		8/17/2020
4500321462	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	PRESSURE TRANSMITTER	E	B	5	F	N	1	*	7,037	7,158	7,158	0	7/2/2020	C		9/10/2020

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4500321465	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		5,875	5,875	5,875	0	7/2/2020	C		7/2/2020
4500321474	ARMOURED ONE LLC 386 N MIDLER AVE SYRACUSE, NY 13206-2276 US	SECURITY FILM INSTALLATION	S	B	5	N	N	3		12,786	12,786	12,786	0	7/2/2020	O	1/1/2021	
4500321478	READY2GO RESTROOM TRAILERS 1208 BALSAM DR IMPERIAL, PA 15126-1167 US	SHOWER TRAILERS FOR THE SITES SEQUESTRATION	E	C	1	F	N	8		841,428	841,428	841,428	0	7/3/2020	C		10/28/2020
4500321479	HEMLOCK HILL RV SALES INC 2123 MERIDEN-WATERBURY TURNPIKE SOUTHINGTON, CT 06489 US	TRAILER TYPE RV'S FOR SITE SEQUESTRATION	E	C	1	F	N	8		681,744	653,469	653,469	28,275	7/3/2020	C		11/16/2020
4500321484	UPSTATE KAYAK RENTALS 67 ISLAND VIEW RD COHOES, NY 12047-4929 US	KAYAK RENTAL STAYCATION PROGRAM	S	M	5	N	N	1		49,560	49,560	49,560	0	7/5/2020	C		7/5/2020
4500321485	CHITTENANGO LANDING CANAL BOAT MUSEUM 717 LAKEPORT RD CHITTENANGO, NY 13037-9524 US	BIKE AND EQUIPMENT RENTAL STAYCATION PROGRAM	S	M	5	N	N	1		21,828	21,828	21,828	0	7/5/2020	C		7/5/2020
4500321486	FUZZY GUPPIES INC 1278 WATERLOO GENEVA RD WATERLOO, NY 13165 US	KAYAK AND PADDLEBOARD RENTAL STAYCATION PROGRAM	S	M	5	N	N	1		44,512	44,512	44,512	0	7/17/2020	C		9/7/2020
4500321520	HOFFMAN BOOTS INC 100 EAST RIVERSIDE AVE KELLOGG, ID 83837-2362 US	SAFETY FOOTWEAR	E	B	5	F	N	4		10,000	5,326	5,326	4,674	7/7/2020	O	7/6/2021	
4500321524	GENESEE WATERWAYS CENTER 149 ELMWOOD AVRE ROCHESTER, NY 14611-4119 US	KAYAKING RENTAL AND WHITEWATER KAYAKING INSTRUCTION STAYCATION	S	M	5	N	N	1		21,651	21,651	21,651	0	7/7/2020	C		7/7/2020
4500321527	HD SUPPLY CONSTRUCTION SUPPLY LTD 3400 CUMBERLAND BLVD SE ATLANTA, GA 30339 US	SEALANT	E	B	6	F	N	2		9,960	9,937	9,937	23	7/7/2020	C		7/7/2020
4500321545	CAPITAL DISTRICT TRANSPORTATION AUTHORITY 110 WATERVLIET AVE ALBANY, NY 12206-2026 US	BICYCLE RENTAL STAYCATION PROGRAM	S	C	9	N	N	1		40,000	0	0	40,000	7/7/2020	C		7/7/2020
4500321546	MERLINONE INC 17 WHITNEY RD QUINCY, MA 02169-4309 US	MAINTENANCE - MERLINONE	S	1	6	F	N	1		25,575	25,575	25,575	0	1/1/2020	O	12/31/2021	
4500321577	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	WASH PUMP	E	B	5	N	03	1		26,280	26,280	26,280	0	7/8/2020	C		12/10/2020
4500321609	WORLDWIDE TRAVEL STAFFING LIMITED 2829 SHERIDAN DR TONAWANDA, NY 14150-9420 US	NURSING SERVICES	P	B	5	N	N	1		20,000	20,000	20,000	0	7/9/2020	C		9/9/2020

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4500321636	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	6,569	6,598	6,598	0	7/27/2020	C		7/27/2020
4500321675	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HITACHI EQUIPMENT - ACI SYSTEMS	S	B	7	F	04	2		6,440	6,440	6,440	0	7/10/2020	C		7/23/2020
4500321679	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	6	N	N	1		25,813	21,250	21,250	4,563	7/11/2020	C		11/30/2020
4500321680	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE UPGRADE - MICROSOFT	E	B	7	F	N	1		442,746	442,746	442,746	0	9/9/2020	O	6/30/2021	
4500321681	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT COMMUNICATIONS BACKBONE	H	B	7	F	04	3		65,256	65,256	65,256	0	7/12/2020	C		10/28/2020
4500321700	ALIGN COMMUNICATION INC 55 BORAD ST 6TH FL NEW YORK, NY 10004-2551 US	DISASTER RECOVER RELOCATION	S	2	8	N	N	1		83,329	83,329	83,329	0	7/13/2020	C		10/23/2020
4500321746	RARITAN GROUP INC PO BOX 10120 NEW BRUNSWICK, NJ 08906-0120 US	AUMA ACTUATOR	E	B	5	F	N	1		5,622	5,494	5,494	128	7/14/2020	C		9/25/2020
4500321756	VAN BORTEL FORD INC FAIRPORT FORD MERGED WITH VAN BORTE 71 MARSH RD EAST ROCHESTER, NY 14445 US	FORD F150 XL 4X4 CREW CAB SHORT BOX PICK-UP	E	2	6	N	N	1		35,214	35,214	35,214	0	7/14/2020	C		7/21/2020
4500321765	SMARTUSE SOLUTIONS INC 45 PLACE CHARLES-LE MOYNE #105 LONGUEUIL, PQ J4K 5G5 CA	MAINTENANCE - SMARTUSE	E	2	8	F	N	1		160,788	160,788	160,788	0	7/15/2020	O	12/31/2021	
4500321776	LEBERGE & CURTIS INC 6334 US HIGHWAY 11 CANTON, NY 13617-3968 US	RENTAL OF JOHN DEERE 130G EXCAVATOR WITH BUCKETS	E	B	5	N	N	4		13,500	9,000	9,000	4,500	7/15/2020	C		10/26/2020
4500321796	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM	S	B	7	N	N	2		37,144	37,144	37,144	0	7/1/2020	O	6/30/2021	
4500321812	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL OF TWO 600S TELESCOPIC BOOM LIFTS	E	B	5	N	N	4		8,950	4,959	4,959	3,991	7/16/2020	C		8/10/2020

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REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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4500321832	PRENTICE OFFICE ENVIRONMENTS INC 472 FRANKLIN ST BUFFALO, NY 14202 US	SOLAR SHADES	E	B	5	N	N	1		15,538	15,538	15,538	0	7/16/2020	C		10/19/2020
4500321833	BUFFALO COMPUTER GRAPHICS INC 4185 BAYVIEW RD BLASDELL, NY 14219-2732 US	BUFFALO COMPUTER GRAPHICS HOSTED DISASTER LAN	E	B	7	N	N	1		469,821	92,964	92,964	376,857	4/17/2020	O	4/16/2025	
4500321849	LM PARTS LLC ERIC ANDERSON 26 FAYMORE DR AGAWAM, MA 01001-3010 US	SOLENOID VALVE - WATER DRAIN	E	B	5	F	N	3	*	5,985	6,050	6,050	0	7/17/2020	C		8/7/2020
4500321852	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	FLOW SWITCH	E	B	5	F	N	2		6,166	6,166	6,166	0	7/17/2020	C		12/30/2020
4500321853	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ICE BOOM HARDWARD	E	B	5	F	N	1		49,956	40,856	40,856	9,100	7/17/2020	C		10/16/2020
4500321856	RBC LUBRON BEARING SYSTEMS INC 10620 LAWSON RIVER AVE FOUNTAIN VALLEY, CA 92708-6913 US	LINK PIN BUSHINGS	E	B	5	F	N	2		21,800	0	0	21,800	7/17/2020	C		11/4/2020
4500321865	ELECTRO RENT CORP 6060 SEPULVEDA BLVD VAN NUYS, CA 91411-2525 US	DOBLE TEST SET RENTAL	E	2	5	F	N	1	*	14,700	13,926	13,926	774	7/17/2020	C		11/30/2020
4500321872	CLARUSTEC INC 347 PLAINFIELD AVE - STE 104 EDISON, NJ 08817-3163 US	STAFF AUGMENTATION	W	2	5	F	N	1		56,250	50,625	50,625	5,625	7/13/2020	C		9/30/2020
4500321897	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	DC BATTERY SYSTEM UPGRADES	E	B	5	F	N	1		35,000	35,000	35,000	0	7/20/2020	C		10/16/2020
4500321898	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	765KV BREAKER MATERIAL	E	B	5	F	N	3		10,270	10,270	10,270	0	7/20/2020	C		10/27/2020
4500321915	ABB ENTERPRISE SOFTWARE INC 305 GREGSON DR CARY, NC 27511-6496 US	ABB SPARE PARTS	E	B		F	N	7		384,975	0	0	384,975	7/20/2020	O	4/30/2021	
4500321917	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MOBILE COMMUNICATIONS-SW MOBILE HOSTING SVC	S	B	7	N	N	1		41,898	41,898	41,898	0	8/11/2020	O	8/10/2021	
4500321920	FLOW SCIENCE INC 683 HARKLE RD - STE A SANTA FE, NM 87505-4750 US	MAINTENANCE - FLOW 3D - CFD	S	1	6	N	N	1		21,160	21,160	21,160	0	7/31/2020	O	7/30/2021	
4500321942	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	REACTRANS BREATHERS	E	B	5	N	N	1		33,352	0	0	33,352	7/21/2020	O	2/19/2021	

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4500321955	GOVERNMENT MARKETING & PROCUREMENT LLC 13350 RANCH RD 12 WIMBERLEY, TX 78676-5304 US	SECUVULNERABILITY	R	2	5	N	N	1		42,317	42,317	42,317	0	7/21/2020	O	1/1/2021	
4500321961	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	SF6 GAS ANALYZER	E	B	6	F	N	1		28,050	28,050	28,050	0	7/21/2020	C		7/21/2020
4500321970	PRECISION PROCESS EQUIPMENT INC 2111 LIBERTY DR NIAGARA FALLS, NY 14304-3744 US	ANDALE STRAINER PARTS	E	B	5	N	N	2		6,778	6,778	6,778	0	7/22/2020	C		10/19/2020
4500321971	TATE ANDALE LLC 1941 LANSDOWNE RD BALTIMORE, MD 21227 US	ANDALE STRAINER PARTS	E	B	5	F	N	2		6,192	6,192	6,192	0	7/22/2020	C		10/19/2020
4500321993	RTS SOLUTIONZ INC SOLUTIONZ OR SOLUTIONZ INC 85 SCHMITT BVLD FARMINGDALE, NY 11735-1403 US	MEETING TECHNOLOGY SOLUTION ASSESSMENT	P	B			N	N	6		28,220	9,877	9,877	18,343	7/22/2020	C		10/31/2020
4500322007	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	MEETING TECHNOLOGY SOLUTION ASSESSMENT	P	B			N	N	6		38,625	0	0	38,625	7/22/2020	C		10/31/2020
4500322014	AFL TELECOMMUNICATIONS INC 170 RIDGEVIEW CENTER CIRCLE DUNCAN, SC 29334-9635 US	SINGLE ACTING PRESS	E	B	5	N	N	3		10,283	10,283	10,283	0	7/22/2020	O	1/1/2021	
4500322040	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	CAPACITOR	E	B	5	F	N	2		10,416	10,416	10,416	0	7/23/2020	C		10/22/2020
4500322048	SNAP ON INCORPORATED IDSC HOLDING LLC SNAP ON INDUSTRIAL 3011 IL ROUTE 176 CRYSTAL LAKE, IL 60014-2256 US	SNAP ON TOOLS	E	B	7	F	N	1		13,226	13,226	13,226	0	7/23/2020	C		10/19/2020
4500322057	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		68,814	68,814	68,814	0	7/23/2020	C		9/3/2020
4500322088	LOGMEIN USA INC 320 SUMMER ST BOSTON, MA 02210-1701 US	LASTPASS SOFTWARE	I	1	5	F	N	1		6,500	6,500	6,500	0	8/1/2020	O	7/31/2021	
4500322096	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL OF A POWERTRAXX 105' TRACKED AERIAL LIFT	E	B	5	F	N	2		45,316	39,038	39,038	6,278	7/27/2020	C		10/28/2020
4500322097	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	LED LIGHTS	E	B	5	F	N	3		45,712	45,712	45,712	0	7/27/2020	C		8/27/2020

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4500322108	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	TURBO OIL DRUMS	E	B	5	N	N	1	*	43,718	43,742	43,742	0	7/27/2020	C		9/2/2020
4500322183	BUFFALO PUMPS INC 874 OLIVER ST NORTH TONAWANDA, NY 14120 US	BUFFALO PUMPS GT LO PUMP REFURBISHMENT	S	1	5	N	N	1		12,930	0	0	12,930	7/28/2020	O	4/1/2021	
4500322206	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	STONE, MOD 7111	E	B	7	N	N	1		16,338	16,336	16,336	2	7/29/2020	C		10/22/2020
4500322227	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	CRUSHER RUN PILE AT MASSENA SUB	E	B	7	N	N	1		5,170	5,170	5,170	0	7/29/2020	C		8/10/2020
4500322228	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ONE YEAR SERVICE CONTACT FOR ATLAS COPCO EQUIPMENT AND SERVICE	S	M	8	N	03	1		200,860	140,565	140,565	60,295	7/29/2020	O	7/28/2021	
4500322236	KELLYS CONCRETE PUMPING LLC 2908 EAST ROAD BOONVILLE, NY 13309 US	CONCRETE PUMP TRUCK	E	B	5	N	N	1		11,200	6,400	6,400	4,800	7/29/2020	C		10/4/2020
4500322243	NIAGARA UNIVERSITY PO BOX 1936 NIAGARA UNIVERSITY, NY 14109-1936 US	UNIVERSITY GROUNDS MAINTENANCE AGREEMENT	S	2	8	N	N	1		466,500	88,000	88,000	378,500	6/1/2020	O	5/31/2025	
4500322262	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL 125' LIFT	E	1	5	N	N	1		5,411	5,411	5,411	0	7/29/2020	C		8/11/2020
4500322263	ASANA INC 1550 BRYANT ST #200 SAN FRANCISCO, CA 94103-4853 US	ASANA ENTERPRISE SUBSCRIPTION	S	2	8	N	N	1		85,381	85,381	85,381	0	7/31/2020	O	2/28/2021	
4500322267	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	HYDRAULIC OIL	E	B	5	F	N	3		6,825	6,825	6,825	0	7/30/2020	C		8/17/2020
4500322292	BENFIELD CONTROL AND POWER 55 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	SHOWER TRAILER TRANSFORMERS	E	C		N	N	5		56,471	56,471	56,471	0	7/30/2020	C		12/30/2020
4500322312	STRITT & PRIEBE INC 37 CLYDE AVE BUFFALO, NY 14215 US	GATE VALVES	E	2	5	N	N	1		7,918	7,918	7,918	0	7/30/2020	C		10/19/2020
4500322315	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MS TRUE-UP LICENSING RECONCILIATIONS	S	B	7	F	N	1		110,742	110,742	110,742	0	6/30/2020	C		12/31/2020
4500322316	USABLENET INC 142 W 57TH ST - FL 7 NEW YORK, NY 10019-3300 US	MAINTENANCE - USEABLE NET	S	2	6	N	N	1		9,877	9,877	9,877	0	8/1/2020	O	7/31/2021	

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4500322317	ICL-IP AMERICA INC 622 EMERSON RD CREVE COEUR, MO 63141-6742 US	FRYQUEL PLUS CHEMICAL	E	B	5	F	N	1	*	19,388	19,710	19,710	0	7/30/2020	C		10/29/2020
4500322345	DIGITAL REALTY TRUST LP TELX- NEW YORK LLC 4 EMBARCADERO CTR 3200 SAN FRANCISCO, CA 94111-4188 US	DISASTER RECOVERY SITE	E	2	8	N	N	1		263,257	247,163	247,163	16,094	5/1/2020	O	4/30/2021	
4500322346	BROOK ANCO CORP 7536 W MURRAY DR CICERO, NY 13039-9773 US	MACHINE SHOP EQUIPMENT READOUTS	E	B	5	N	N	1		49,462	49,462	49,462	0	7/31/2020	C		12/30/2020
4500322377	PREFERRED MATERIALS LLC 1765 NEW RD NIAGARA FALLS, NY 14304-1547 US	CONCRETE	E	B	5	N	N	1		5,565	5,565	5,565	0	8/3/2020	C		10/16/2020
4500322396	KINSLEY GROUP INC KINSLEY POWER SYSTEMS 14 CONNECTICUT SOUTH DR EAST GRANBY, CT 06026 US	GENERATOR LOAD BANK MAINTENANCE	S	B		F	N	1		500,000	0	0	500,000	8/10/2020	O	8/9/2025	
4500322408	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	PD, FLUX, DATA COLLECTION	E	B	5	F	N	1		40,000	0	0	40,000	8/3/2020	O	8/3/2021	
4500322415	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1	*	5,774	5,804	5,804	0	8/3/2020	C		8/26/2020
4500322417	UPSTONE MATERIALS INC 111 QUARRY RD PLATTSBURGH, NY 12901 US	CONCRETE, 4000PSI	E	B	7	N	N	1		14,035	11,497	11,497	2,538	8/3/2020	C		10/9/2020
4500322445	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	MAINTENANCE - ORBUS	S	B	7	F	N	1		39,066	39,066	39,066	0	8/4/2020	O	8/3/2021	
4500322458	R B U'REN EQUIPMENT INC 1120 CONNECTING RD NIAGARA FALLS, NY 14304-0426 US	RENTAL SCISSOR LIFT	E	2	5	N	N	1	*	5,230	5,241	5,241	0	8/4/2020	C		11/30/2020
4500322465	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	NOX FILTERS	E	B	5	F	N	1		31,500	31,500	31,500	0	8/4/2020	C		9/10/2020
4500322476	HAFCO FOUNDRY & MACHINE CO INC 301 GREENWOOD AVE MIDLAND PARK, NJ 07432-1484 US	SHEAR PINS	E	B	5	F	N	1		18,600	0	0	18,600	8/5/2020	O	3/5/2021	

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4500322490	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	CABLE	E	B	5	N	N	3		11,800	11,800	11,800	0	8/5/2020	C		8/28/2020
4500322502	R P ADAMS DBA FOR ADAMS SFC INC 225 E PARK DR TONAWANDA, NY 14150-7813 US	ANTHONY STRAINER	E	B	5	N	N	2		10,397	10,397	10,397	0	8/5/2020	C		10/16/2020
4500322522	DEJERO LABS INC 410 ALBERT ST UNIT 200 WATERLOO, ON N2L 3V3 CA	ANNUAL LEASING OF LIVE VIDEO STREAMING	S	1	6	N	N	1		17,100	17,100	17,100	0	5/1/2020	O	4/30/2021	
4500322525	FILTRATION UNLTD LLC PO BOX 226 AKRON, NY 14001-0226 US	MERV 13 FILTERS	E	B	6	N	N	3		9,349	9,349	9,349	0	8/6/2020	C		8/6/2020
4500322532	CONTINENTAL BRAKE EQUIPMENT CO INC 6N630 ILLINOIS ST SAINT CHARLES, IL 60174-6613 US	BRAKE SHOES	E	B	5	F	N	1		18,954	18,954	18,954	0	8/6/2020	C		10/30/2020
4500322536	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	TRANSFORMER STOCK	E	B	5	N	01	6		13,750	13,750	13,750	0	8/6/2020	C		11/17/2020
4500322543	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	CONDUIT	E	B	5	N	N	4		5,487	5,487	5,487	0	8/6/2020	C		8/26/2020
4500322548	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	DISCONNECTS SWITCHES	E	B	6	N	N	3		18,800	18,800	18,800	0	8/6/2020	C		8/6/2020
4500322550	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	ELECTRICAL MATERIALS FOR TRAILER HOOK UPS	E	B	6	F	N	3		9,290	9,197	9,197	93	8/6/2020	C		8/6/2020
4500322563	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	EMERGENT RENTAL LARGE AIR COMPRESSOR	E	2	5	N	N	1		7,990	4,020	4,020	3,970	8/6/2020	C		10/26/2020
4500322585	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING MATERIALS RESTOCK	E	B	5	F	04	1		7,523	7,523	7,523	0	8/7/2020	C		8/7/2020
4500322591	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	MAINTENANCE - HITACHI	S	B	7	N	04	4		62,523	62,523	62,523	0	7/1/2020	C		9/30/2020
4500322594	JAMESON ROOFING CO INC 3649 LAKE SHORE DR E DUNKIRK, NY 14048-9778 US	LPGP HOIST ROOF REPAIRS	C	B	5	N	N	2		35,150	35,150	35,150	0	8/7/2020	C		11/30/2020
4500322598	CANDELA SYSTEMS CORP 168 OLD SAW MILL RIV RD HAWTHORNE, NY 10532-1515 US	BEDFORD HEALTH LIGHTING UPGRADE	C	B	8	N	04	3		62,453	58,343	58,343	4,110	8/7/2020	O	8/6/2021	

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4500322609	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	IT HARDWARE	H	B	5	F	N	2		7,563	7,563	7,563	0	8/7/2020	O	8/6/2021	
4500322614	TONY ROTELLA'S BODY SHOP INC DBA TONY ROTELLA'S ACC & TIRE CTR 450 HORAN RD SYRACUSE, NY 13209-9639 US	INSTALL ACCESSORIES FORD F150	E	B	5	N	N	1		13,392	13,392	13,392	0	8/7/2020	C		10/8/2020
4500322617	NATURE'S WAY ENVIRONMENTAL CONSULTANTS & CONTRACTORS INC 3553 CRITTENDEN RD ALDEN, NY 14004-8551 US	ANIMAL BURROW GROUTING	S	B	5	N	03	2		15,315	12,795	12,795	2,520	8/10/2020	C		10/16/2020
4500322627	BEYER OF MORRISTOWN LLC 200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089 US	2020 FORD INTERCEPTOR	E	B	7	F	N	1		42,669	0	0	42,669	8/10/2020	C		12/28/2020
4500322637	VERIZON CONNECT NWF INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	GPS TELEMATICS SERVICES	S	B	7	F	N	1		89,045	8,377	8,377	80,668	8/11/2020	O	6/30/2021	
4500322640	CUSTOM TRUCK ONE SOURCE RENTALS LLC DBA FOR CUSTOM TRUCK ONE SOURCE LP PO BOX 2652 CINNAMINSON, NJ 08077-5652 US	RENTAL OF A ELLIOTT D105 DIGGER DERRICK	E	B	5	F	N	1		12,100	10,500	10,500	1,600	8/10/2020	C		10/9/2020
4500322645	PRECISION PIPELINE SOLUTIONS LLC 617 LITTLE BRITAIN RD STE 200 NEW WINDSOR, NY 12553 US	GAS VALVE MAINTENANCE	E	B	5	N	N	2		13,194	8,194	8,194	5,000	8/10/2020	C		10/28/2020
4500322647	V&R ENERGY SYSTEMS RESEARCH INC 11824 DARLINGTON AVE STE 101 LOS ANGELES, CA 90049 US	MAINTENANCE - PHYSICAL OPERATIONS MARGIN	S	1	6	N	N	1		18,000	18,000	18,000	0	7/1/2020	O	6/30/2021	
4500322656	PDS CONSULTANTS INC KORRECT OPTICAL 22 RAINBOW TRL SPARTA, NJ 07871-1723 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	1		6,473	4,811	4,811	1,662	8/11/2020	C		12/31/2020
4500322657	CLARK-RELIANCE CORPORATION ENERVAC INTERNATIONAL ULC 280 HOLIDAY INN DR CAMBRIDGE, ON N3C 1Z4 CA	RENTAL OF EHV-2000 OIL FILTRATION TRAILER	E	2	5	F	N	1		12,400	7,400	7,400	5,000	8/11/2020	C		9/25/2020
4500322709	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	MAINTENANCE - INFOBLOX	S	M	6	N	04	1		11,633	11,633	11,633	0	7/1/2020	O	2/15/2021	
4500322721	NETBRAIN TECHNOLOGIES INC 15 NETWORK DR BURLINGTON, MA 01803-2756 US	MAINTENANCE - NETBRAIN	S	2	5	F	N	2		9,630	9,630	9,630	0	8/17/2020	O	8/16/2021	

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4500322726	APPLIED INSPECTION SERVICES INC 153 WALES AVE TONAWANDA, NY 14150-2507 US	NON-DESTRUCTIVE TESTING	S	B	5	N	N	2		28,625	1,725	1,725	26,900	9/1/2020	O	8/31/2021	
4500322743	OPTIV SECURITY INC 1144 15TH ST STE 2900 DENVER, CO 80202-2571 US	PROOFPOINT SECURITY SERVICES	S	B	7	N	N	1		176,834	176,834	176,834	0	9/18/2020	O	9/17/2021	
4500322744	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	EMAIL MIGRATION SERVICES BY QUEST	S	B	7	N	N	1		40,000	40,000	40,000	0	8/15/2020	O	8/14/2021	
4500322766	ABB ENTERPRISE SOFTWARE INC 305 GREGSON DR CARY, NC 27511-6496 US	BREAKER INSPECTION	P	2	5	F	N	1		24,661	24,661	24,661	0	8/13/2020	C		11/30/2020
4500322773	GRAVITY PRO CONSULTING LLC SYLVANA COCHE 21 VIA LAMPARA SAN CLEMENTE, CA 92673-7054 US	2020 GRAVITY PRO SOFTWARE LICENSES	I	2	5	F	03	1		12,706	12,706	12,706	0	8/4/2020	O	8/3/2021	
4500322779	ATLAS DEVICES LLC 21 ALPHA RD SUITE 202 CHELMSFORD, MA 01824 US	POWERED ASCENDERS	E	B		F	N	1		273,765	246,308	246,308	27,457	8/14/2020	O	7/31/2021	
4500322782	J&M CORPORATE PAINTER INC 3652 LEE RD #733 JEFFERSON VALLEY, NY 10535-7541 US	ON-CALL PAINTING SERVICES	S	M	8	N	03	1		50,000	3,885	3,885	46,115	8/13/2020	O	8/12/2021	
4500322785	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	SHOWER TRAILER EQUIPMENT	E	B	5	N	N	1		34,556	8,036	8,036	26,520	8/13/2020	O	1/12/2021	
4500322789	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP NOTEBOOKS, MONITORS AND SERVICES FOR THE DIGITAL WORKFORCE	H	B	7	F	04	5	*	870,173	834,928	834,928	35,245	8/13/2020	C		10/25/2020
4500322827	PREMIER TRUCK RENTAL LLC 9138 BLUFFTON RD FORT WAYNE, IN 46809-3057 US	RENTAL 2 FORD F550 WORK TRUCKS	E	B	5	F	N	2		26,400	24,675	24,675	1,725	8/14/2020	C		12/23/2020
4500322828	ENVIRONMENT ONE CORP 2773 BALLTOWN RD NISKAYUNA, NY 12309-1090 US	STOCK REPLENISHMENT	E	B	5	F	N	1	*	10,326	10,336	10,336	0	8/14/2020	C		9/3/2020
4500322829	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	MAINTENANCE - REDBOX CALL RECORDING	S	B	6	N	N	2		30,931	30,931	30,931	0	8/15/2020	O	8/14/2021	
4500322831	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HP ZBOOKS, MAINTENANCE, AND DOCKING STATIONS	H	B	7	F	04	3		58,657	58,657	58,657	0	8/16/2020	C		9/22/2020
4500322841	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	GAS SUPPLY ACTUATOR	E	B	5	F	N	1		12,245	12,245	12,245	0	8/17/2020	C		10/14/2020

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4500322843	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	PILOT VALVE	E	B	5	F	N	1		9,656	0	0	9,656	8/17/2020	O	3/29/2021	
4500322855	G & W ELECTRIC CO C/O POWER SALES GROUP 175 ANDOVER ST - STE 105 DANVERS, MA 01923-1443 US	SHELF LIFE SPARE PARTS	E	B	5	F	N	3		11,746	11,746	11,746	0	8/17/2020	C		10/26/2020
4500322866	INDOOR AIR TECHNOLOGIES INC 61 SCHOOL STREET STE B VICTOR, NY 14564-1420 US	CLEANING, DUCT WORK	S	B	5	N	N	2		8,400	8,400	8,400	0	8/17/2020	C		9/19/2020
4500322887	EXECUTIVE INFORMATION SYSTEMS LLC 6901 ROCKLEDGE DR STE 600 BETHESDA, MD 20827-0076 US	MAINTENANCE - SAS	S	B	5	F	N	1		10,554	10,554	10,554	0	8/31/2020	O	8/30/2021	
4500322888	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	ASPEN NEW LICENSES	I	1	6	F	N	1		24,028	23,993	23,993	35	8/17/2020	C		8/28/2020
4500322896	GAS TURBINE CONTROLS CORP 6 SKYLINE DR - STE 150 HAWTHORNE, NY 10532-8102 US	REPAIR RTD CARDS	E	B	5	F	N	2		10,416	10,416	10,416	0	8/18/2020	C		9/21/2020
4500322897	TRANE U S INC TRANE 15 TECHNOLOGY PL EAST SYRACUSE, NY 13057-9713 US	HVAC UNIT PARTS	E	B	7	N	N	1		24,877	0	0	24,877	8/18/2020	C		8/31/2020
4500322926	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	RELAY,PROTECTION	E	B	5	F	N	1		48,420	48,420	48,420	0	8/18/2020	C		10/16/2020
4500322931	CDW LLC CDW GOVERNMENT LLC, CDW GOVERNMENT 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	MAINTENANCE - MCAFEE SKYHIGH	S	B	7	N	N	1		95,300	95,300	95,300	0	9/19/2020	O	9/18/2021	
4500322932	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	MEETING TECHNOLOGY SOLUTION ASSESSMENT	E	B		N	N	6		18,876	18,876	18,876	0	8/18/2020	C		12/31/2020
4500322935	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	HOSTING SERVICES	S	B	7	N	N	1		17,845	17,845	17,845	0	8/24/2020	O	8/23/2021	
4500322936	SIGA OT SOLUTIONS INC 1013 CENTRE RD STE 403B WILMINGTON, DE 19805-1270 US	MAINTENANCE - SIGA GUARD	S	1	6	N	N	1		29,858	29,858	29,858	0	8/1/2020	O	7/31/2021	
4500322958	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	RENTAL OF JLG 340AJ BOOM LIFT	E	2	5	N	N	1		6,034	6,034	6,034	0	8/19/2020	C		12/7/2020
4500323001	SMIT TRANSFORMATOREN BV DBA FOR ROYAL SMIT TRANSFORMERS BV GROENESTRAAT 336 NIJMEGEN, 02 6531 JC NL	AUTOTRANSFORMERS	E	B		F	N	5		7,339,641	0	0	7,339,641	9/1/2020	O	2/28/2023	

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4500323022	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	ASPHALT AND STONE	E	B	7	N	N	1		18,606	12,686	12,686	5,920	8/20/2020	C		10/2/2020
4500323025	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE - WEBEX	S	B	7	N	N	4		160,800	160,800	160,800	0	7/31/2020	O	7/30/2021	
4500323033	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651 US	STOCK REPLENISHMENT	E	C	5	F	N	1		11,425	11,425	11,425	0	8/20/2020	C		10/31/2020
4500323036	ARBORCHEM PRODUCTS INC 943 NIXON DR MECHANICSBURG, PA 17055 US	HERBICIDE ACCORD	E	B	5	F	N	3		6,250	6,250	6,250	0	8/21/2020	C		8/26/2020
4500323051	GODWIN PUMPS OF AMERICA 8039 OAK ORCHARD RD BATAVIA, NY 14020 US	PUMP RENTAL	E	2	5	N	N	1		19,593	6,773	6,773	12,820	8/21/2020	C		12/30/2020
4500323054	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	F	N	1		345,698	338,828	338,828	6,870	8/21/2020	O	8/20/2021	
4500323065	MORPAC INDUSTRIES INC 117 FRONTAGE RD N - STE A PACIFIC, WA 98047-1052 US	GRAVITY SPACER CART	E	2	5	N	N	1		17,238	17,213	17,213	25	8/21/2020	C		11/18/2020
4500323071	CONSERVE ELECTRICAL SUPPLY CORP 39-05 CRESCENT ST LONG ISLAND CITY, NY 11101-1025 US	TRAY CABLE FOR OUTAGE	E	C	5	N	N	1		10,250	9,750	9,750	500	8/21/2020	C		10/29/2020
4500323082	COVINGTON & BURLING LLP 1 FRONT ST SAN FRANCISCO, CA 94111 US	LEGAL SERVICES	L	2	9	F	N	1		40,000	0	0	40,000	8/21/2020	O	8/20/2021	
4500323084	OPEN TEXT PUBLIC SECTOR SOLUTIONS INC 4075 WILSON BVLD STE 450 ARLINGTON, VA 22203-1797 US	OPEN TEXT MANAGED SUPPORT SERVICES	S	B	7	N	N	1		158,527	51,519	51,519	107,008	8/31/2020	O	4/2/2021	
4500323100	DAVIS-ULMER SPRINKLER CO INC 7633 EDGECOMB DR LIVERPOOL, NY 13088 US	GSU POWER PANEL	E	1	5	N	N	1		59,165	28,398	28,398	30,767	8/24/2020	O	2/26/2021	
4500323110	CROWN CASTLE INTERNATIONAL CORP CROWN CASTLE FIBER LLC 80 CENTRAL ST STE 200 BOXBOROUGH, MA 01719-1245 US	COMMUNICATIONS BACKBONE	T	B		F	N	1		1,243,945	0	0	1,243,945	8/18/2020	O	8/17/2040	

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4500323121	NOKIA OF AMERICA CORPORATION 600 MOUNTAIN AVE #700 NEW PROVIDENCE, NJ 07974-2008 US	PRIVATE WIRELESS BACKBONE SERVICE PILOT	S	B		N	N	11		975,046	0	0	975,046	9/3/2020	O	9/2/2021	
4500323130	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	SPARE STOCK	E	B	5	F	N	3		21,030	21,030	21,030	0	8/25/2020	C		9/8/2020
4500323142	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	HEX HEAD CAP SCREWS	E	B	5	F	N	1	*	6,760	6,847	6,847	0	8/25/2020	C		10/2/2020
4500323149	AT & T CORP 1 ATT WAY BEDMINSTER, NJ 07921-2694 US	PRIVATE WIRELESS BACKBONE SERVICE PILOT	S	B		N	N	11		125,080	0	0	125,080	9/3/2020	O	3/2/2021	
4500323154	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	VBV DUCT BOLTS	E	B	5	F	N	2	*	5,208	5,276	5,276	0	8/25/2020	C		9/15/2020
4500323165	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ENG SERVICES CONCRETE FLOOR REHAB	A	B		N	N	2		61,000	12,200	12,200	48,800	8/26/2020	O	2/28/2021	
4500323168	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	RENTAL 80' BOOM LIFT	E	B	5	N	N	2		7,000	3,772	3,772	3,228	8/26/2020	C		10/5/2020
4500323182	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	HEAT EXCHANGER	E	B	5	N	N	1		16,838	16,838	16,838	0	8/26/2020	C		10/19/2020
4500323248	TRENCH LTD C/O HASGO POWER EQUIP SALES INC 31 WEST MAIN ST - PO BOX 400 LE ROY, NY 14482 US	TRANSFORMERS	E	B	6	N	N	2		9,750	9,750	9,750	0	8/27/2020	C		8/27/2020
4500323274	EAST COAST ACCESS 23 FRYTOWN RD NEWVILLE, PA 17241-9706 US	DRILL HOLES FOR TRANSMISSION GROUP	S	B	6	F	N	3		37,667	36,917	36,917	750	8/27/2020	C		9/22/2020
4500323288	DAVID WILSON DBA DOCUFI LLC 7056 E WHISPERING MESQUITE TRL SCOTTSDALE, AZ 85266-7053 US	SOFTWARE LICENSE - DOCUFI	I	2	6	F	N	1		13,488	13,488	13,488	0	8/31/2020	O	8/27/2021	
4500323299	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	ALLEN BRADLEY HARDWARE	E	B	5	F	N	3		14,960	14,960	14,960	0	8/28/2020	C		11/19/2020
4500323333	R S CRUM & CO 1181 GLOBE AVE MOUNTAINSIDE, NJ 07092-0209 US	FITTINGS	E	C	5	F	N	3		5,861	5,861	5,861	0	8/31/2020	C		9/25/2020
4500323359	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	EXTERNAL AND INTERNAL PENETRATION TEST	S	M	8	N	03	1		110,000	110,000	110,000	0	9/15/2020	O	9/14/2021	

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4500323388	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	TRAILER RENTAL	E	B		N	N	1		117,554	25,902	25,902	91,652	9/1/2020	O	9/30/2023	
4500323407	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	ANNUAL PHYSICALS	P	M	5	N	04	1		50,000	0	0	50,000	9/1/2020	O	3/31/2021	
4500323411	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	STONE, CRUSHER RUN	E	B	7	N	N	1	*	5,072	5,074	5,074	0	9/1/2020	C		9/1/2020
4500323416	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180- HILLCREST II BLUE BELL, PA 19422-1977 US	EMPLOYEE COACHING AND ASSESSMENT	P	2	6	F	N	1		36,350	36,350	36,350	0	9/1/2020	O	8/31/2021	
4500323417	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL	E	B	5	N	N	1	*	16,373	16,385	16,385	0	9/1/2020	C		10/9/2020
4500323418	MAUREEN DATA SYSTEMS INC 307 W 38TH ST RM 1801 NEW YORK, NY 10018-6510 US	MAINTENANCE - TENABLE	S	M	8	N	03	1		85,410	85,410	85,410	0	9/28/2020	O	9/27/2021	
4500323433	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	HYDRAULIC FITTINGS AND HOSES	E	B	5	N	04	1		11,448	11,447	11,447	1	9/2/2020	C		9/25/2020
4500323434	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	WELL STATION UPGRADE	E	B	5	N	N	1		36,504	36,504	36,504	0	9/2/2020	C		10/26/2020
4500323435	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	CAMPANO 100 PACKAGE AND LICENSING	E	1	5	N	N	1		14,395	14,395	14,395	0	9/2/2020	C		10/14/2020
4500323437	PATTERSON-STEVENS INC 400 SAWYER AVE TONAWANDA, NY 14150-7755 US	TRANSFORMER DECK JOINT REPAIRS	S	B		N	N	2		538,837	482,337	482,337	56,500	9/2/2020	O	5/1/2021	
4500323442	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	SWITCHYARD FUSES	E	B	5	N	N	3		11,333	11,333	11,333	0	9/2/2020	C		10/30/2020
4500323449	GOPOWER INC 239 HIGH ST MEDFORD, MA 02155-3706 US	HPFF CABLE EVALUATION	P	B		F	N	4		711,290	0	0	711,290	9/2/2020	O	6/30/2021	
4500323452	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	LIGHT FIXTURES	E	B	5	F	N	3		15,413	15,413	15,413	0	9/2/2020	C		12/30/2020

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4500323467	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	REMOTE CHARGING STATION	E	2	5	N	N	1		11,165	11,165	11,165	0	9/3/2020	C		9/18/2020
4500323475	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	TEMPERATURE SENSOR	E	B	5	F	N	1	*	16,223	16,240	16,240	0	9/3/2020	C		10/1/2020
4500323490	C G POWERTECH INC 216 NEWARK POMPTON TPKE PEQUANNOCK, NJ 07440-1326 US	SEAL RING AND DISC SEAL KIT	E	B	5	F	N	1	*	8,166	8,258	8,258	0	9/3/2020	C		12/15/2020
4500323514	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	THE FUSION INTEGRATED FLIGHT DECK NAVIGATION DATABASE	I	1	5	F	N	1		12,300	12,300	12,300	0	8/1/2020	O	7/31/2021	
4500323520	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053 US	CHEMICALS, WATER TREATMENT	E	B	5	N	N	1	*	13,460	13,595	13,595	0	9/4/2020	C		11/17/2020
4500323537	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	MAINTENANCE - ORACLE PRIMAVERA	S	B	7	N	N	1		39,925	9,981	9,981	29,944	8/6/2020	O	8/5/2021	
4500323539	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1		15,986	15,986	15,986	0	9/4/2020	C		10/19/2020
4500323548	CDW LLC CDW GOVERNMENT LLC, CDW GOVERNMENT 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	RSA SECURE TECH SUPPORT	S	B	7	N	N	1		17,462	17,462	17,462	0	7/1/2020	O	6/30/2021	
4500323560	WORLDWIDE TRAVEL STAFFING LIMITED 2829 SHERIDAN DR TONAWANDA, NY 14150-9420 US	NURSING SERVICES	P	2	5	N	N	1		36,250	36,250	36,250	0	9/9/2020	O	9/1/2021	
4500323563	GAS TURBINE CONTROLS CORP 6 SKYLINE DR - STE 150 HAWTHORNE, NY 10532-8102 US	MARK VI BOARD	E	B	5	F	N	1	*	15,073	15,167	15,167	0	9/8/2020	C		9/21/2020
4500323568	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	HMI PLC	E	B	5	N	03	1	*	5,337	5,390	5,390	0	9/8/2020	C		10/1/2020
4500323570	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		6,037	6,037	6,037	0	9/8/2020	C		9/8/2020
4500323582	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	TRANSFORMER	E	B	5	N	N	1		6,500	6,500	6,500	0	9/8/2020	C		10/19/2020
4500323583	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	0	0	100,000	9/8/2020	O	9/7/2021	

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4500323584	METROWEST ELECTRIC SALES INC 18 LYMAN ST - STE A WESTBOROUGH, MA 01581-1436 US	ELECTRIC CABLE	E	B	5	F	N	1	*	5,400	5,485	5,485	0	9/8/2020	C		10/23/2020
4500323588	GEXPRO DBA REXEL USA INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	GE RELAY	E	B	5	F	N	2		16,812	16,812	16,812	0	9/9/2020	C		12/30/2020
4500323589	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	CIRCUIT BREAKER ANALYZER	E	B	5	F	N	1		32,560	32,560	32,560	0	9/9/2020	C		10/16/2020
4500323620	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788 US	VIDEO EQUIPMENT AND PHONES FOR UTICA ZOO	T	B	5	N	N	3		184,613	17,186	17,186	167,427	9/1/2020	O	8/31/2021	
4500323657	MITCHELL 1 PO BOX 509044 SAN DIEGO, CA 92150-9044 US	MAINTENANCE - FLEET SNAP-ON SNAPKEY	S	2	5	F	N	1		22,761	22,761	22,761	0	9/11/2020	O	9/10/2021	
4500323673	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 99 OTIS ST #2 ROME, NY 13441-4713 US	LTE WIRELESS BACKBONE PROGRAM SUPPORT SERVICES	P	B	7	N	N	11		445,959	3,685	3,685	442,274	9/11/2020	O	9/10/2021	
4500323675	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	BATTERY CHARGER SENS	E	B	5	N	N	2		8,173	8,173	8,173	0	9/10/2020	C		11/13/2020
4500323680	CDW LLC CDW GOVERNMENT LLC, CDW GOVERNMENT 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	RED HAT PREMIUM LINUX SUBSCRIPTION	S	B	7	N	N	2		27,203	27,203	27,203	0	7/27/2020	O	5/5/2021	
4500323683	JAMES H MALOY INC 421 ALBANY SHAKER RD - PO BOX 11016 LOUDONVILLE, NY 12211-1815 US	HINCKLEY TAILRACE ABUTMENT REPAIR PROJECT	C	B			N	01	2		1,349,000	0	0	1,349,000	9/14/2020	O	9/13/2021
4500323711	OAK RIDGE HAULING LLC 307 WHITE ST DANBURY, CT 06810-6934 US	CARTING SERVICES	S	B	7	F	N	1		10,000	5,806	5,806	4,194	7/15/2020	C		11/30/2020
4500323718	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	ROOF AND CONCRETE DEMOLITION AND RECONSTRUCTION	C	B			N	01	1		210,776	0	0	210,776	9/11/2020	C	12/31/2020
4500323729	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	FRASER SUBSTATION SPARE PARTS	E	B	8	N	N	7		272,766	0	0	272,766	9/11/2020	O	10/29/2021	
4500323730	ACCIPITER RADAR CORPORATION 40 CENTRE STE 3 ORCHARD PARK, NY 14127-4100 US	HYPERSPIKE ACOUSTIC HAILING DEVICE	E	1	8	F	N	1		56,360	0	0	56,360	9/11/2020	O	2/28/2021	

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4500323764	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	ACCELEROMETERS	E	B	5	F	N	2	*	39,161	39,226	39,226	0	9/14/2020	C		9/24/2020
4500323765	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERIES	E	B	6	N	01	1		5,953	5,953	5,953	0	9/14/2020	C		9/14/2020
4500323798	TRANE U S INC TRANE 4518 COURT SQ LONG ISLAND CITY, NY 11101-2955 US	CHILLER OVERHAUL AND MAINTENANCE	S	B	7	N	N	1		8,724	8,724	8,724	0	9/15/2020	O	9/14/2021	
4500323853	MILTON CAT 4610 E SAILE DR BATAVIA, NY 14020-1017 US	MARINE VESSEL ENGINE REBUILD PARTS	E	1	8	N	N	1		100,000	91,336	91,336	8,664	9/16/2020	O	2/28/2021	
4500323854	WINN CONSTRUCTION SERVICES INC 74 HUDSON RIVER RD WATERFORD, NY 12188-1900 US	DAM CONCRETE REPAIR	C	B		N	N	3		3,327,000	0	0	3,327,000	9/23/2020	O	12/31/2021	
4500323876	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180-HILLCREST II BLUE BELL, PA 19422-1977 US	FOCUS GROUP PROJECT	P	2	5	N	N	1		9,000	8,261	8,261	739	9/17/2020	C		12/31/2020
4500323877	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	INTERRUPTER SPARE PARTS	E	B	5	F	N	1		11,184	11,184	11,184	0	9/17/2020	C		10/9/2020
4500323880	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	TRANSFORMER	E	B	5	N	N	2		24,000	24,000	24,000	0	9/17/2020	C		11/27/2020
4500323883	MONTANA DATACOM 3515 11TH ST LONG ISLAND CITY, NY 11106-5013 US	RADWELL SENSORS	E	C	5	N	03	1	*	19,819	19,851	19,851	0	9/17/2020	C		12/31/2020
4500323887	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	OVERHAUL, BREAKER	E	1		F	N	1		104,811	82,552	82,552	22,259	9/17/2020	C		11/30/2020
4500323909	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL	E	B	5	N	N	1		14,573	14,573	14,573	0	9/17/2020	C		10/1/2020
4500323914	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED PROGRAM MANAGEMENT PRIME PACKAGE	S	B	7	N	03	1		39,593	0	0	39,593	9/17/2020	O	7/31/2021	
4500323944	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	OEM TECH SUPPORT	S	2	5	F	N	1		18,000	10,000	10,000	8,000	9/18/2020	O	8/31/2021	

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4500323953	PORT CONTAINERS LLC PO BOX 66834 WASHINGTON, DC 20035-6834 US	SIDE SHIPPING CONTAINERS FOR STORAGE	E	B	5	F	N	1		21,490	21,490	21,490	0	9/18/2020	C		10/2/2020
4500323958	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	OFFICE TRAILER RENTAL	E	B	6	N	N	1		9,713	4,333	4,333	5,380	9/18/2020	C		9/18/2020
4500323970	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE LICENSE - AZURE	S	B	7	F	N	1		109,512	109,512	109,512	0	1/1/2020	C		5/31/2020
4500323976	CANON SOLUTIONS AMERICA INC 425 N MARTINGALE RD - STE 1650 SCHAUMBURG, IL 60173-2215 US	MAINTENANCE - CANON OCE COLORWAVE 650	S	B	7	N	N	1		17,256	17,256	17,256	0	9/1/2019	C		8/31/2020
4500323991	POREX CLEANROOM PRODUCTS INC FG CLEAN WIPES 2255 WESTOVER RD CHICOPEE, MA 01022-1060 US	STOCK WIPING CLOTHS	E	B	5	F	N	3		14,076	14,076	14,076	0	10/7/2020	C		10/19/2020
4500323996	KONE INC ONE KONE CT MOLINE, IL 61265 US	MONTHLY ELEVATOR SERVICE	S	B	6	N	N	3		11,485	3,139	3,139	8,346	9/21/2020	O	9/15/2021	
4500324031	WINSHUTTLE LLC 19820 N CREEK PARKWAY STE 200 BOTHELL, WA 98011-8227 US	MAINTENANCE - WINSHUTTLE	S	2	5	F	N	1		12,851	12,851	12,851	0	10/22/2020	O	10/21/2021	
4500324072	OPEN ACCESS TECHNOLOGY INTERNATIONAL INC 3660 TECHNOLOGY DR MINNEAPOLIS, MN 55418-1015 US	TAGGING SERVICES	S	1	5	F	N	1		5,556	5,347	5,347	209	9/23/2020	O	6/10/2021	
4500324106	W B MASON CO INC 59 CENTRE ST - PO BOX 111 BROCKTON, MA 02303-0111 US	RECYCLED COPIER PAPER	E	B	7	N	N	1		16,990	0	0	16,990	9/23/2020	O	9/22/2021	
4500324118	POWERTECH LABS INC 12388-88TH AVE SURREY, BC V3W 7R7 CA	MAINTENANCE - POWERTECH	S	1	6	N	N	1		28,250	28,250	28,250	0	10/15/2020	O	10/14/2021	
4500324133	BOLTTECH MANNINGS INC 311 W MAIN ST ROCKAWAY, NJ 07866-3317 US	PREHEAT SERVICES	S	B	6	F	N	3		7,087	0	0	7,087	9/24/2020	O	1/31/2021	
4500324164	RELEVANT INDUSTRIAL LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	NOX FILTERS	E	B	5	F	N	1		18,302	5,902	5,902	12,400	9/24/2020	C		11/17/2020
4500324175	BRONSTEIN CONTAINER CO INC 1313 RAMS GULCH RD JAMESVILLE, NY 13078 US	55 GALLON STEEL DRUMS	E	B	5	N	N	3		9,161	9,161	9,161	0	9/25/2020	C		10/7/2020
4500324184	HERC RENTALS INC 4578 BUCKLEY RD LIVERPOOL, NY 13088-2509 US	RENTAL GENERATOR	E	2	5	N	N	1		6,201	6,201	6,201	0	9/25/2020	C		10/16/2020
4500324185	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	GROUND SET FITTINGS	E	B	5	N	N	2		5,804	5,804	5,804	0	9/25/2020	C		12/30/2020

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4500324194	CB TRUCK BODIES & EQUIPMENT INC 809 STATE HIGHWAY 41 SMITHVILLE FLATS, NY 13841 US	2021 FORD F550 WORK TRUCK	E	B		N	N	2		99,396	0	0	99,396	9/25/2020	O	1/18/2021	
4500324198	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - AUTODESK	S	2	6	N	N	1		8,134	8,134	8,134	0	9/25/2020	O	9/24/2021	
4500324202	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	345KV CAPACITOR BANK CIRCUIT BREAKERS	E	B		F	N	2		1,043,077	0	0	1,043,077	9/25/2020	O	9/25/2021	
4500324210	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	GE MAPS TRAINING AND SUPPORT	S	2	8	N	N	1		67,000	42,000	42,000	25,000	10/12/2020	O	10/11/2021	
4500324214	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SERVICE AGREEMENT	S	B	7	N	N	1		56,435	56,435	56,435	0	9/30/2020	O	9/30/2021	
4500324231	ORKIN PEST CONTROL DBA FOR ROLLINS INC 537 QUEENSBURY AVE QUEENSBURY, NY 12804-7613 US	PEST CONTROL SERVICES	S	B	6	N	N	1		14,300	0	0	14,300	10/15/2020	O	10/14/2021	
4500324260	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	7,065	7,094	7,094	0	9/23/2020	C		9/23/2020
4500324261	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1		9,743	8,883	8,883	860	9/28/2020	C		9/28/2020
4500324267	ABB ENTERPRISE SOFTWARE INC 305 GREGSON DR CARY, NC 27511-6496 US	POWERVAC CIRCUIT BREAKER	E	B		F	N	2		63,500	0	0	63,500	9/28/2020	O	4/1/2021	
4500324302	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	HMI TOUCH SCREEN MONITOR	E	B	5	N	N	5		6,376	6,376	6,376	0	9/29/2020	C		10/7/2020
4500324306	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	46,547	46,547	55,038	9/29/2020	O	4/30/2021	
4500324311	AN ITALIAN AFFAIR 339 EAST ORVIS ST MASSENA, NY 13662 US	MEALS	E	B	6	N	N	3		10,000	0	0	10,000	9/29/2020	O	9/28/2021	
4500324313	COACHS CORNER PO BOX 95 MASSENA, NY 13662-0095 US	MEALS	E	B	6	N	N	3		10,000	0	0	10,000	9/29/2020	O	9/28/2021	

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4500324339	MWW GROUP LLC 1250 BROADWAY 3RD FLOOR NEW YORK, NY 10001-3701 US	SOCIAL MEDIA STRATEGY	P	B			N	N	17		168,500	79,511	79,511	88,989	10/1/2020	O	2/28/2021	
4500324340	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	RENTAL OF CARLSON CP-85 PAVER	E	B	5	N	N	1		11,200	11,200	11,200	0	9/29/2020	C		10/29/2020
4500324348	JEFFERSON CONCRETE CORP 22850 MURROCK CIR WATERTOWN, NY 13601-5081 US	JERSEY BARRIERS	E	B	5	N	01	1		9,216	9,216	9,216	0	9/30/2020	C		9/30/2020
4500324349	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 130 COMMONWEALTH DR WARRENDALE, PA 15086-7501 US	DISTRIBUTION PANELS	E	B		F	N	3		39,173	39,173	39,173	0	9/30/2020	C		11/23/2020
4500324367	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE - NETSCOUT	S	B	6	N	04	2		31,151	31,151	31,151	0	9/30/2020	O	9/29/2021	
4500324375	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	INTERRUPTER REPAIR KIT	E	B	6	F	N	4		28,616	28,616	28,616	0	9/30/2020	C		10/21/2020
4500324385	BLOOMVILLE DISPOSAL SERVICE DBA FOR G HAYNES HOLDINGS INC 51971 STATE HWY 10 BLOOMVILLE, NY 13739 US	WASTE REMOVAL SERVICES	S	B	6	N	01	5		40,000	9,036	9,036	30,964	9/30/2020	O	9/30/2021	
4500324396	GLOBAL INDUSTRIES INC C/O HUMMELS 17 W STOW RD MARLTON, NJ 08053-3116 US	OFFICE FURNITURE	E	B	7	N	N	1		6,215	0	0	6,215	10/1/2020	O	1/12/2021	
4500324407	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	NORPLEX MICARTA RESIN PACKING RING	E	B	6	N	01	3		10,860	10,860	10,860	0	10/1/2020	C		12/14/2020
4500324438	OVE ARUP & PARTNERS PC 77 WATER ST NEW YORK, NY 10005-4401 US	CANAL PEDESTRIAN BRIDGE	A	B		N	N	10		1,600,000	22,922	22,922	1,577,078	10/1/2020	O	9/30/2025	
4500324445	OIL SKIMMERS INC DBA FOR OSI ENVIRONMENTAL LLC 12800 YORK RD - STE G NORTH ROYALTON, OH 44133-3682 US	OIL SKIMMER	E	B	5	F	N	3	*	10,126	10,409	10,409	0	10/2/2020	C		11/30/2020
4500324464	CANON SOLUTIONS AMERICA INC 300 COMMERCE SQUARE BLVD BURLINGTON, NJ 08016 US	44 INCH IPFTX 4000	E	B	7	N	N	1		14,163	0	0	14,163	10/2/2020	O	4/30/2021	
4500324477	INDEPENDENT NURSING CARE LLC PO BOX 489 WEST FALLS, NY 14170-0489 US	NURSING SERVICES	P	2	8	N	N	1		327,600	60,676	60,676	266,924	10/2/2020	O	3/31/2021	
4500324478	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SERVICE AGREEMENT	P	2	5	N	N	1		42,728	42,728	42,728	0	10/2/2020	C		10/15/2020

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4500324490	CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5328 US	RSA SERVICES	P	2		N	N	1		150,000	0	0	150,000	10/19/2020	O	10/18/2021	
4500324492	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - AUTODESK	S	2	8	N	N	1		110,177	110,177	110,177	0	10/28/2020	O	10/27/2021	
4500324493	AKAMAI TECHNOLOGIES INC 150 BROADWAY CAMBRIDGE, MA 02142-1055 US	MAINTENANCE - PROLEXIC SECURITY SERVICES	S	B	7	N	N	1		101,660	0	0	101,660	12/1/2020	O	11/30/2021	
4500324517	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		7,725	7,725	7,725	0	10/5/2020	C		10/5/2020
4500324519	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	CIRCUIT BREAKERS	E	B	5	F	N	5		9,023	9,023	9,023	0	10/5/2020	C		11/18/2020
4500324527	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HP LAPTOPS	H	B	6	N	04	2		25,536	25,536	25,536	0	10/5/2020	C		10/5/2020
4500324541	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	CP TEST CARDS AND SOFTWARE	E	1	8	N	N	1		63,157	63,157	63,157	0	10/5/2020	C		12/7/2020
4500324557	ISLAND OCCUPATIONAL MEDICAL RES 618 BROADWAY AMITYVILLE, NY 11701-2124 US	COVID-19 TESTING	S	2	5	N	N	1	*	70,000	63,550	63,550	6,450	10/6/2020	O	4/30/2021	
4500324587	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	HOLE REPAIR	E	B	5	N	N	4		9,911	9,911	9,911	0	10/6/2020	C		10/19/2020
4500324592	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	RELIEF VALVE	E	B	5	N	N	2		6,115	6,115	6,115	0	10/6/2020	C		11/13/2020
4500324593	PRECISION PROCESS EQUIPMENT INC 2111 LIBERTY DR NIAGARA FALLS, NY 14304-3744 US	ANDALE SPINDLE STRAINER	E	B	5	N	N	2		6,778	6,778	6,778	0	10/6/2020	C		12/29/2020
4500324594	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	STONE FOR LPGP RIP RAP REPAIRS	E	B	7	N	N	2		62,379	32,001	32,001	30,378	10/6/2020	C		10/9/2020
4500324601	ACLARA TECHNOLOGIES LLC 945 HORNET DR HAZELWOOD, MO 63042-2309 US	MAINTENANCE - ACLARA	S	1	8	F	N	1		76,244	76,244	76,244	0	4/1/2020	O	3/31/2021	
4500324626	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		41,594	6,238	6,238	35,356	10/7/2020	O	8/31/2021	

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4500324669	POWERSYS INC 2791 RESEARCH DR ROCHESTER HILLS, MI 48309-3575 US	MAINTENANCE - EMPT	I	1	6	F	N	1		13,170	13,170	13,170	0	9/16/2020	O	1/28/2021	
4500324675	BUB'S ENTERPRISES LLC DALE EARL 3893 STATE ROUTE 11 MALONE, NY 12953-3725 US	SNOW REMOVAL	S	B	5	N	01	1		14,500	0	0	14,500	10/8/2020	O	5/31/2021	
4500324678	TMT CONTRACTORS INC 1484 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	SNOW REMOVAL	E	B	5	N	01	1		20,000	1,320	1,320	18,680	10/8/2020	O	5/31/2021	
4500324716	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SECURITY SYSTEMS MAINTENANCE	S	B	7	N	N	1		66,630	66,630	66,630	0	10/1/2020	O	9/30/2021	
4500324720	CADENZA INNOVATION 100 RESERVE RD STE G400 DANBURY, CT 06810-5267 US	ELECTRIC CONNECTION CODE COMPLIACE	S	2	5	F	N	1	*	23,111	23,111	23,111	0	10/11/2020	O	10/10/2021	
4500324726	UPLAND SOFTWARE INC 401 CONGRESS AVE STE 1850 AUSTIN, TX 78701-3788 US	MOBILE COMMUNICATIONS SERVICES	S	1	6	N	N	1		15,485	4,212	4,212	11,273	8/11/2020	O	8/10/2021	
4500324758	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	CRANE COLLECTORS AND SHOES	E	B	6	N	N	1		14,820	0	0	14,820	10/13/2020	C		10/13/2020
4500324790	TYNDALE CO DBA FOR TYNDALE ENTERPRISES INC 5050 APPLEBUTTER RD PIPERSVILLE, PA 18947-1808 US	SAFETY FOOTWEAR	E	2	8	F	N	1		75,750	401	401	75,349	10/14/2020	O	10/13/2021	
4500324794	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ESCALATOR REPAIR	S	B	7	N	N	1		11,120	8,208	8,208	2,912	10/14/2020	C		10/15/2020
4500324803	CONTROL COMPONENTS INC AN IMI COMPANY 22591 AVENIDA EMPRESA RANCHO SANTA MARGARITA, CA 92688 US	HRH SKYVENT SPARES	E	B		F	N	1		191,806	0	0	191,806	10/14/2020	O	4/1/2021	
4500324822	HOLISTIC INCLUSION CONSULTING LLC 1301 WALL ST W LYNDHURST, NJ 07071-3514 US	DIVERSITY, INCLUSION AND EQUITY POLICIES AND PROCEDURE DEVELOPMENT	P	2		N	N	1		499,800	66,432	66,432	433,368	10/19/2020	O	10/18/2021	
4500324843	CANON SOLUTIONS AMERICA INC 425 N MARTINGALE RD - STE 1650 SCHAUMBURG, IL 60173-2215 US	MAINTENANCE - CANON OCE COLORWAVE	S	B	7	N	N	1		5,996	5,996	5,996	0	3/1/2020	O	2/28/2021	
4500324844	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	HIGH POWER AMPLIFIER	E	C	6	N	N	3		22,720	22,720	22,720	0	10/14/2020	C		11/30/2020
4500324861	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	DAM FACE LIGHTS	E	B	5	N	N	3		37,798	37,798	37,798	0	10/15/2020	C		11/13/2020

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4500324864	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	HUMIDIFIERS	E	B	5	N	N	1		20,688	20,688	20,688	0	10/15/2020	C		11/30/2020
4500324866	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	LED FIXTURES	E	B	5	N	N	1		12,960	12,765	12,765	195	10/15/2020	C		11/30/2020
4500324882	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF A KOBELCO SK300LC EXCAVATOR WITH THUMB	E	B	5	N	N	2		10,000	0	0	10,000	10/15/2020	C		11/13/2020
4500324885	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	FUME EXTRACTOR	E	B	5	N	N	2		10,100	0	0	10,100	10/15/2020	O	1/12/2021	
4500324886	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	IBM EMS AIX	I	2	5	N	N	1		20,462	20,462	20,462	0	10/15/2020	C		11/16/2020
4500324888	ROMMEL FENCE LLC 17 RAILROAD ST POLAND, NY 13431 US	FENCE REPAIRS	C	B	5	N	03	2		12,700	0	0	12,700	10/15/2020	O	10/14/2021	
4500324889	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	STOCK - PCB PARTS	E	B	5	N	N	1		51,737	40,502	40,502	11,235	10/15/2020	C		11/3/2020
4500324891	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	SYSTEM SIMULATOR	R	2	5	N	N	1		42,500	42,500	42,500	0	10/15/2020	C		11/6/2020
4500324912	SERVOCON ASSOCIATES INC SERVICONALPHA 167 EXPO RD FISHERSVILLE, VA 22939-2308 US	SPEED RATIO VALVE OVERHAUL	S	2	5	F	N	1		32,790	31,290	31,290	1,500	10/16/2020	O	2/16/2021	
4500324921	STRITT & PRIEBE INC 37 CLYDE AVE BUFFALO, NY 14215 US	NIBCO GATE VALVE	E	B	5	N	N	1		10,131	10,030	10,030	101	10/16/2020	C		11/6/2020
4500324931	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	MAINTENANCE - IRONNET	I	B	7	N	N	1		2,471,208	133,668	133,668	2,337,540	10/16/2020	O	12/31/2023	
4500324932	WILLIAMS SCOTSMAN INC 901 S BOND STE STE 600 BALTIMORE, MD 21231-3348 US	TRAILER FOR COVID SCREENING	E	B	5	F	N	3		7,428	7,428	7,428	0	10/16/2020	C		11/3/2020
4500324935	NEUROLEADERSHIP INSTITUTE INC 115 E 57TH ST FL 11 NEW YORK, NY 10022-2120 US	TRAINING VIDEO LICENSES	E	2		N	N	1		314,000	60,250	60,250	253,750	10/19/2020	O	10/18/2023	
4500324942	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	GAS REGULATORS	E	B	5	F	N	2		6,300	6,300	6,300	0	10/19/2020	C		12/15/2020

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4500324951	PYOTT-BOONE ELECTRONICS PBE GROUP 1459 WITTENS MILL RD NORTH TAZEWELL, VA 24630-8373 US	LTE EXPANSION	S	1	8	N	N	1		313,669	64,836	64,836	248,833	10/19/2020	O	5/1/2021	
4500324956	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	BRAKES, THRUSTOR	E	B	5	F	N	2		32,340	0	0	32,340	10/19/2020	C		12/10/2020
4500324993	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	ALLEN BRADLEY CONTROL SWTICHES	E	B	5	F	N	3		14,813	14,813	14,813	0	10/20/2020	C		12/1/2020
4500325007	OIL FILTRATION SYSTEMS LLC 135 ENTERPRISE PKWY BOERNE, TX 78006-8634 US	TURBINE OIL PURIFIER	E	B		F	N	4		112,750	0	0	112,750	10/21/2020	O	3/29/2021	
4500325019	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	HEATERS	E	B	5	N	N	2		24,771	24,771	24,771	0	10/20/2020	C		11/9/2020
4500325030	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 TOOLCAT	E	B	7	F	N	1		68,479	0	0	68,479	10/20/2020	O	1/7/2021	
4500325051	MVA POWER INC 1 HOLLY RD MONTREAL QC, PQ H3X 3K6 CA	OCB CONTACTS	E	B		F	N	4		140,750	25,134	25,134	115,616	10/21/2020	O	3/31/2021	
4500325058	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057-9513 US	SAMPLING, ENVIRONMENTAL SERVICES	S	B	5	N	01	3		40,000	0	0	40,000	10/23/2020	O	10/22/2021	
4500325069	TATE ANDALE LLC 1941 LANSDOWNE RD BALTIMORE, MD 21227 US	ANDALE STRAINER PARTS	E	B	5	F	N	1		19,874	0	0	19,874	10/21/2020	O	4/23/2021	
4500325076	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026 US	LED HIGHBAY LIGHTS	E	B	6	F	N	6		22,032	0	0	22,032	10/21/2020	C		10/21/2020
4500325089	OPEN TEXT INC 2950 S DELAWARE ST SAN MATEO, CA 94403-2199 US	MAINTENANCE - OPENTEXT	S	1	5	F	N	1		18,056	18,056	18,056	0	12/1/2020	O	11/30/2021	
4500325107	AP LAUNDRY & DRY CLEANERS 40 CATHERINE ST MALONE, NY 12953-1904 US	LAUNDERING SERVICES	S	B	5	N	N	1		7,000	882	882	6,118	11/2/2020	O	11/1/2021	
4500325113	AP LAUNDRY & DRY CLEANERS 40 CATHERINE ST MALONE, NY 12953-1904 US	LAUNDERING SERVICES	S	B	5	N	N	1		6,500	0	0	6,500	11/2/2020	O	11/1/2021	

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4500325124	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	BOLT SETS - CLAM SHELL	E	B	5	F	N	3	*	5,208	5,375	5,375	0	10/22/2020	C		11/5/2020
4500325128	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	STONE FOR B PUMP STORAGE	E	B	7	N	N	1		5,714	0	0	5,714	10/22/2020	C		10/27/2020
4500325140	PRO EQUIP INC 919 HIGHWAY 33 - STE 25 FREEHOLD, NJ 07728-8468 US	HEAT EXCHANGER PLATE	E	C	5	F	N	3		26,013	0	0	26,013	10/22/2020	O	2/12/2021	
4500325149	LEARNING TECHNOLOGIES GROUP INC PEOPLEFLUENT INC 434 FAYETTEVILLE ST STE 900 RALEIGH, NC 27601-3005 US	MAINTENANCE - ORGPUBLISHER	S	1	5	F	N	1		7,516	7,516	7,516	0	11/1/2020	O	10/31/2021	
4500325156	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	MAINTENANCE - SOLARWINDS	S	B	7	N	N	1		79,398	79,398	79,398	0	11/21/2020	O	11/20/2021	
4500325174	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	WATER INJ TUBE AND PRESSURE SWITCHES	E	B	5	F	N	3	*	6,469	6,517	6,517	0	10/23/2020	C		11/24/2020
4500325177	NYS DEPARTMENT OF TRANSPORTATION 50 WOLF RD ALBANY, NY 12232-2645 US	FIRE ISLAND REEFING	S	C	9	N	N	1		538,251	0	0	538,251	10/23/2020	C		10/23/2020
4500325178	NORTHLAND TRAILERS LLC 9280 RIVER RD MARCY, NY 13403-2069 US	CARGO TRAILER FOR DRONE	E	B	5	N	N	1		6,850	0	0	6,850	10/23/2020	O	1/10/2021	
4500325182	WILLIAMS SCOTSMAN INC 145 CANADA DR EAST SYRACUSE, NY 13057-9744 US	TRAILER FOR COVID SCREENING	E	B	7	N	N	1		49,256	13,720	13,720	35,536	10/23/2020	O	3/31/2021	
4500325183	BRUCE WEAKLEY HAULING BRUCE WEAKLEY PO BOX 403 POLAND, NY 13431-0403 US	VEHICLE TRANSPORT	S	B	5	N	N	1		6,500	5,500	5,500	1,000	10/23/2020	C		10/27/2020
4500325186	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL OF D8T DOZER WITH CAB, HEAT AND RIPPER ATTACHMENT	E	B	5	N	N	2		27,000	16,000	16,000	11,000	10/23/2020	C		12/15/2020
4500325187	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714-9301 US	RENTAL HYDRA 985 REEL TRAILER	E	B	5	F	N	2		17,230	11,657	11,657	5,573	10/23/2020	C		12/15/2020
4500325233	DELTA X RESEARCH INC PO BOX 42083 OAK BAY AVENUE VICTORIA, BC V8R 6T4 CA	TRANSFORMER OIL ANALYST (TOA4) SUBSCRIPTION	S	1	6	F	N	1		27,371	27,371	27,371	0	10/26/2020	O	8/13/2021	
4500325240	MAC CONSULTING LP DBA ALLIANCE CONSULTING GROUP 101 E PARK BLVD - STE 220 PLANO, TX 75074-5483 US	DEPRICATION STUDY	P	B			N	N	4		62,766	977	977	61,789	11/2/2020	O	5/7/2021	

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4500325241	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	TRANSFORMERS	E	B	6	N	04	2		29,426	0	0	29,426	10/26/2020	C		10/26/2020
4500325242	CDW LLC CDW GOVERNMENT LLC, CDW GOVERNMENT 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	SOFTWARE LICENSE - ADOBE SIGN	S	B	7	N	N	1		6,346	0	0	6,346	10/27/2020	O	2/21/2021	
4500325320	E-MAX INSTRUMENTS INC 13 INVERNESS WAY S ENGLEWOOD, CO 80112 US	HARDWARE, WINDOWS UPGRADE	E	1	5	F	N	1		9,024	0	0	9,024	10/28/2020	C		12/21/2020
4500325321	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	SOFTWARE LICENSE - TABLEAU	S	B	7	F	N	1		9,678	9,678	9,678	0	10/28/2020	O	6/27/2021	
4500325330	CONTINUUM SYSTEMS DBA FOR RTB INC 2401 BURNET AVE SYRACUSE, NY 13206-3029 US	ANNUAL COVERAGE	R	2	5	N	N	1		7,424	7,424	7,424	0	10/28/2020	O	10/20/2021	
4500325336	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	BLACKTOP	E	B	7	N	N	1		6,436	6,082	6,082	354	10/28/2020	C		11/9/2020
4500325365	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	WELDING SUPPLIES	E	B	5	N	N	2		6,734	5,695	5,695	1,039	10/29/2020	O	2/5/2021	
4500325371	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	WICKET GATE PLATES	E	B	5	N	N	1		25,444	25,444	25,444	0	10/29/2020	C		11/20/2020
4500325372	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	PIGGYBACK FOR WASTE/RUBBISH CLEARANCE	S	B	7	N	N	1		50,000	41,977	41,977	8,023	10/29/2020	O	10/29/2021	
4500325390	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	ORIFICES	E	B	5	F	N	3		22,272	22,272	22,272	0	10/29/2020	C		11/6/2020
4500325412	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	LANXPLORER EQUIPMENT	E	B	5	N	N	2		6,975	6,975	6,975	0	10/30/2020	C		11/9/2020
4500325429	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	MAINTENANCE - QUEST	S	B	7	N	N	1		43,709	43,709	43,709	0	10/31/2020	O	10/30/2021	
4500325434	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED PROGRAM MANAGEMENT	S	B	7	N	03	1		40,471	0	0	40,471	11/5/2020	O	7/31/2021	
4500325442	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	REFUSE REMOVAL	S	B	7	N	N	1		300,000	86,347	86,347	213,653	11/1/2020	O	10/31/2021	

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4500325452	MVA POWER INC 1 HOLLY RD MONTREAL QC, PQ H3X 3K6 CA	345KV DISCONNECT SWITCH PARTS	E	B		F	N	1		88,423	0	0	88,423	11/2/2020	O	2/5/2021	
4500325453	CLARK EQUIPMENT RENTALS LLC 559 STATE FAIR BLVD SYRACUSE, NY 13204-1250 US	RENTAL 2011 BW177D BOMAG VIBRATORY ROLLER	E	B	5	N	N	3		6,840	0	0	6,840	11/2/2020	C		12/15/2020
4500325456	HAUGLAND ENERGY GROUP LLC 336 S SERVICE RD MELVILLE, NY 11747-3232 US	EGC SHUNT REACTOR OIL PROCESSING	C	B		N	N	2		59,806	0	0	59,806	11/5/2020	O	2/4/2021	
4500325478	PROTEK INFORMATION TECH SRV LLC 492 MITCHELL DR VALLEY COTTAGE, NY 10989-2208 US	IT DISASTER RECOVERY DRILL SERVICES	R	2	8	N	03	1		89,600	17,280	17,280	72,320	11/16/2020	O	11/15/2021	
4500325497	VAN BORTEL FORD INC FAIRPORT FORD MERGED WITH VAN BORTE 71 MARSH RD EAST ROCHESTER, NY 14445 US	2020 FORD ESCAPE HYBRID	E	B	5	N	N	1		34,100	34,100	34,100	0	11/9/2020	C		12/11/2020
4500325512	ACI CONTROLS INC 295 MAIN ST WEST SENECA, NY 14224-2818 US	ELECTROMAGNETIC FLOWMETERS	E	B	5	F	N	1		27,810	24,720	24,720	3,090	11/3/2020	C		12/15/2020
4500325525	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	SAP ARIBA HOSTED SERVICES	S	2	8	N	N	1		522,331	0	0	522,331	11/1/2020	O	10/31/2021	
4500325535	UNITED RENTALS (NORTH AMERICA) INC DBA RELIABLE ONSITE SERVICES 100 FIRST STAMFORD PL - STE 700 STAMFORD, CT 06902-9200 US	GENERATOR, RENTAL	E	B	5	N	N	3		6,370	1,450	1,450	4,920	11/4/2020	O	3/31/2021	
4500325588	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	BUOY, WARNING	E	B		N	N	4		57,600	57,600	57,600	0	11/5/2020	C		12/18/2020
4500325597	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757 US	EMERGILITE MATERIALS	E	B	6	F	N	4		18,473	18,380	18,380	93	11/5/2020	C		11/5/2020
4500325608	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	2200 TONS OF 2" CRUSHER RUN	E	B	7	N	N	2		30,216	30,216	30,216	0	11/5/2020	C		11/5/2020
4500325618	CORPORATE COMPUTER SOLUTIONS INC 55 HALSTEAD AVE HARRISON, NY 10528 US	MAGNET AXIOM CYBER UPGRADE	E	B	6	F	03	4		12,920	12,920	12,920	0	11/13/2020	O	1/12/2022	
4500325623	NIAGARA LAWN & GARDEN INC 4835 SAUNDERS SETTLEMENT RD NIAGARA FALLS, NY 14305 US	OFF-SITE SIDEWALK SNOW PLOWING	S	B	5	N	N	1		7,345	1,695	1,695	5,650	11/6/2020	O	4/30/2021	

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4500325634	NORTH ATLANTIC POWER DBA FOR GREAT LAKES POWER SERVICE C 15 CONTINENTAL DR EXETER, NH 03833-4564 US	MARINE VESSEL THROTTLE RETROFIT PACKAGES	E	B	5	F	N	1		44,512	0	0	44,512	11/6/2020	O	1/20/2021	
4500325650	TRITON BUILDERS INC 645 BROADWAY - STE T AMITYVILLE, NY 11701-2118 US	EMERGENCY FENCE REPAIRS FOR DAMAGED GATE	S	2	5	N	03	1		8,840	0	0	8,840	11/6/2020	O	2/5/2021	
4500325657	TRIANGLE ENGINEERING INC 6 INDUSTRIAL WAY HANOVER, MA 02339-2425 US	P6 WELD COUPONS	E	B	5	F	N	3		6,762	6,762	6,762	0	11/6/2020	C		11/20/2020
4500325658	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	DC SYSTEM UPGRADE	E	B	5	N	N	1		36,193	36,193	36,193	0	11/6/2020	C		11/20/2020
4500325683	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	STOCK VBV KITS	E	B	5	F	N	2	*	16,890	17,018	17,018	0	11/6/2020	C		12/15/2020
4500325686	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	GA 160 PARTS	E	B	5	N	03	2	*	26,224	26,321	26,321	0	11/6/2020	C		12/15/2020
4500325692	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO CORE SWITCH UPGRADES	E	B	7	F	04	7		343,166	0	0	343,166	11/9/2020	O	1/29/2021	
4500325733	D&B ENGINEERS & ARCHITECTS PC 330 CROSSWAYS PARK DR WOODBURY, NY 11797-2050 US	CONDUCT A WASTEWATER SURVEILLANCE PILOT PROGRAM AT THE FOR EVIDENCE OF NON-INFECTIVE RNA FRAGMENTS OF SARS-COV-2	E	C	5	N	N	4		32,030	0	0	32,030	12/31/2020	O	1/31/2021	
4500325742	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING RESTOCK	E	B	7	F	04	1		9,263	9,263	9,263	0	11/9/2020	C		11/9/2020
4500325763	BITSIGHT TECHNOLOGIES INC 111 HUNTINGTON AVE STE 2010 BOSTON, MA 02199-1700 US	CYBER SECURITY SOFTWARE	S	B	7	F	N	1		118,750	118,750	118,750	0	10/11/2020	O	10/10/2021	
4500325769	ROSEMOUNT INC 8200 MARKET BLVD MAIL STATION PK16 CHANHASSEN, MN 55317-9687 US	PRESSURE TRANSMITTER	E	B	5	F	N	2	*	12,840	12,854	12,854	0	11/10/2020	C		11/25/2020
4500325776	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032 US	POWERMAX 125 PLASMA GOUGER	E	B	5	F	N	1		6,487	6,487	6,487	0	11/10/2020	C		11/20/2020
4500325779	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	HYDRO-TURBINE OIL LUBRICATION SYSTEMS	E	B		F	N	2		2,733,176	0	0	2,733,176	11/10/2020	O	12/31/2023	
4500325787	POWER LINE SYSTEMS INC 5400 KING JAMES WAY SUITE 300 MADISON, WI 53719-1703 US	MAINTENANCE - PLS-CADD	R	2	5	N	N	1		17,556	17,556	17,556	0	11/10/2020	C		11/24/2020

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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4500325789	S & W SERVICES INC 6057 CORPORATE DR - STE 3 EAST SYRACUSE, NY 13057-1068 US	TANK ALARM SERVICE	P	2	8	N	N	1		52,655	0	0	52,655	11/10/2020	O	6/30/2021	
4500325814	RAMBOLL AMERICAS ENGINEERING SOLUTIONS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	SUNY BROCKPORT WORKFORCE DEVELOPMENT	A	2		N	N	1		55,475	0	0	55,475	11/12/2020	O	9/30/2021	
4500325891	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	LED FIXTURES	E	B	5	N	N	3		47,234	0	0	47,234	11/16/2020	C		12/28/2020
4500325894	NORTHEAST METROLOGY CORP 4490 BROADWAY DEPEW, NY 14043-2904 US	TOOL CALIBRATIONS	S	B	5	N	N	1		9,977	0	0	9,977	11/16/2020	O	4/30/2021	
4500325899	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	REMOVAL AND INSTALL OF BATTERY SYSTEM FOR CONTROL ROOM	C	B	5	N	01	1		39,000	0	0	39,000	11/16/2020	O	3/29/2021	
4500325902	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	ALUMINUM STAIR TREADS	E	B	6	F	04	3		7,653	0	0	7,653	11/16/2020	O	1/7/2021	
4500325905	ARC TRAINING CONSULTATION SERVICES 2756 TRANSIT RD WEST SENECA, NY 14224-2523 US	WELDER QUALIFICATIONS	S	2	8	N	N	1		90,560	25,840	25,840	64,720	11/18/2020	O	2/28/2021	
4500325906	CORANET CORP 2 WASHINGTON ST - STE 701 NEW YORK, NY 10004-1009 US	CISCO PHONE SYSTEM UPGRADE	E	B	7	F	03	5		507,964	0	0	507,964	11/16/2020	O	3/1/2021	
4500325908	LM PARTS LLC ERIC ANDERSON 26 FAYMORE DR AGAWAM, MA 01001-3010 US	SOLENIOD WATER DRAIN VALVE	E	B	5	F	N	3		18,441	0	0	18,441	11/16/2020	O	4/1/2021	
4500325923	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	PANDUIT SYNAPSENSE SERVICES	S	M	6	N	03	1		6,150	3,560	3,560	2,590	11/16/2020	O	11/15/2021	
4500325937	PROBITAS TECHNOLOGY INC 1010 N 7TH ST STE 303 HARRISBURG, PA 17102-1400 US	WEATHER STATIONS	E	B		F	N	4		87,595	0	0	87,595	11/17/2020	O	11/17/2025	
4500325974	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	UTICA VISITORS CENTER CONSTRUCTION	C	C		N	N	2		768,034	768,034	768,034	0	11/17/2020	O	5/18/2021	
4500325997	ERGONOMIC GROUP INC 609 CANTIAGUE ROCK RD UNIT 3 WESTBURY, NY 11590-1721 US	CISCO NETWORK SWITCH REPLACEMENT	H	B	7	F	07	6		397,866	0	0	397,866	11/18/2020	O	3/1/2021	

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4500326005	ICL-IP AMERICA INC 622 EMERSON RD CREVE COEUR, MO 63141-6742 US	FRYQUEL PLUS	E	B	5	F	N	2		12,334	0	0	12,334	11/18/2020	O	4/1/2021	
4500326018	JAMES WALKER MFG CO INC PO BOX 467 GLENWOOD, IL 60425 US	CONTINUOUS PACKING	E	B	5	F	N	3		8,178	0	0	8,178	11/19/2020	C		12/17/2020
4500326027	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1	*	7,707	7,740	7,740	0	11/19/2020	C		11/25/2020
4500326034	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	MULTI FUNCTIONAL PRIMARY TEST SYSTEM	E	1	8	F	N	1		74,900	0	0	74,900	11/19/2020	O	1/5/2021	
4500326036	MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036-2708 US	RISK REVIEW	P	2		F	N	1		63,000	0	0	63,000	11/20/2020	O	11/19/2021	
4500326038	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	IT HARDWARE/SOFTWARE	H	B	5	N	04	3		5,836	0	0	5,836	11/19/2020	C		11/19/2020
4500326055	GOGO BUSINESS AVIATION 105 EDGEVIEW DRIVE STE 300 BROOMFIELD, CO 80021-8016 US	UPGRADE FOR CORPORATE AIRPLANE WIFI	T	2	8	N	N	1		190,200	0	0	190,200	11/19/2020	O	12/31/2023	
4500326057	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERY CELLS	E	B	5	N	01	1		5,470	0	0	5,470	11/20/2020	O	2/5/2021	
4500326075	DILO CO INC W PASCO INDUS PARK-11642 PYRAMID DR ODESSA, FL 33556-3449 US	SF6 GAS ANALYZER	E	B	5	F	N	3		29,550	29,550	29,550	0	11/20/2020	C		12/23/2020
4500326087	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	LEVEL TRANSMITTER	E	B	5	F	N	2		5,276	0	0	5,276	11/20/2020	O	1/6/2021	
4500326098	BASIL FORD OF NIAGARA FALLS 6980 NIAGARA FALLS BLVD NIAGARA FALLS, NY 14304-2250 US	2020 FORD F150 4X4 SUPERCREW	E	B	5	N	N	1		37,065	37,065	37,065	0	11/20/2020	C		12/8/2020
4500326107	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MS WINDOWS 2008 SERVER EXTENDED SUPPORT	I	B	7	F	N	1		7,704	0	0	7,704	11/23/2020	O	2/26/2021	
4500326112	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332 US	FUEL	E	B	7	N	N	1		5,475	5,455	5,455	20	11/23/2020	C		12/23/2020
4500326140	NORTHEAST CONTROLS INC 3 ENTERPRISE AVE CLIFTON PARK, NY 12065-3423 US	BALL VLAVES	E	B	5	N	N	2		15,598	0	0	15,598	11/23/2020	O	4/1/2021	

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4500326144	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HARD DRIVES	E	B	5	F	04	1		10,659	10,659	10,659	0	11/23/2020	C		12/23/2020
4500326154	WORLDWIDE TRAVEL STAFFING LIMITED 2829 SHERIDAN DR TONAWANDA, NY 14150-9420 US	NURSING SERVICES	P	2	5	N	N	1		45,000	44,663	44,663	337	11/24/2020	C		12/15/2020
4500326159	VAISALA INC 194 S TAYLOR AVE LOUISVILLE, CO 80027-3024 US	LIGHTING DATA AND SERVICE	R	2	5	N	N	1		26,550	0	0	26,550	11/24/2020	O	11/23/2021	
4500326165	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	SEAL INJECTION KIT	E	B	5	F	N	2		7,947	0	0	7,947	11/24/2020	O	1/12/2021	
4500326172	OTC SERVICES INC 1776 CONSTITUTION AVE LOUISVILLE, OH 44641 US	TRANSFORMER INSPECTION AND MODIFICATIONS	S	1	5	N	N	1		32,900	0	0	32,900	11/24/2020	O	6/1/2021	
4500326212	GOERGEN-MACKWIRTH CO INC 765 HERTEL AVE BUFFALO, NY 14207-1905 US	SIDING REPAIR	C	2	5	N	N	1		30,468	0	0	30,468	11/25/2020	O	2/27/2021	
4500326226	ECO ENGINEERING INC DBA CONSOLIDATED LIGHTING SERVICES 11815 HIGHWAY DR STE 600 CINCINNATI, OH 45241-2065 US	STOCK LED LIGHTING FIXTURES	E	B			F	N	15		59,642	0	0	59,642	11/25/2020	C		11/25/2020
4500326232	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	MAINTENANCE - SITECORE	S	2	8	N	N	1		53,168	53,168	53,168	0	6/29/2020	O	6/28/2021	
4500326235	THE OKONITE CO INC 3 GARRET MOUNTAIN PLZ - STE 304 WOODLAND PARK, NJ 07424-3352 US	PREP HPFF CABLE FOR STORAGE	S	1	8	F	N	1		82,541	0	0	82,541	11/25/2020	O	4/1/2021	
4500326248	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	SOFTWARE LICENSE - AZURE	S	B	7	F	N	1		64,605	64,605	64,605	0	6/1/2020	C		8/31/2020
4500326263	ABB ENTERPRISE SOFTWARE INC 25499 NETWORK PL CHICAGO, IL 60673-1254 US	SPARE STATION SERVICE TRANSFORMERS	E	B			F	N	4		234,450	0	0	234,450	11/30/2020	O	6/7/2021	
4500326267	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	MANAGEMENT SERVICES	S	B	7	N	N	1		14,829	0	0	14,829	11/30/2020	O	11/30/2021	
4500326268	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CLEANING SERVICES	S	B	7	N	N	1		15,236	0	0	15,236	11/30/2020	O	11/30/2021	
4500326310	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE SERVICES	S	B	7	F	N	1		160,000	0	0	160,000	12/31/2020	O	12/31/2021	

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4500326376	CLARKSON UNIVERSITY 8 CLARKSON AVE POTSDAM, NY 13699 US	ICE JAM MODELING	A	2	3	N	N	1		491,493	0	0	491,493	12/2/2020	O	12/31/2022	
4500326379	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	GENERATOR COMPONENT PARTS	E	B	5	F	N	1		25,818	0	0	25,818	12/3/2020	O	3/5/2021	
4500326388	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	MAINTENANCE - TAPROOT	S	1	5	F	N	1		7,589	0	0	7,589	12/1/2020	O	11/30/2021	
4500326436	TECHNICAL BUILDING SERVICES INC 12 E COMMERCE DR BALLSTON SPA, NY 12020 US	BUILDING AUTOMATION SYSTEM SERVICES	S	1	8	N	N	1		200,000	0	0	200,000	12/4/2020	O	1/31/2023	
4500326440	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, GA 30228-2950 US	SWITCHGEAR, JAW ASSEMBLY	E	B	5	F	N	3		6,420	0	0	6,420	12/4/2020	O	1/5/2021	
4500326453	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	SOFTWARE RENEWAL	I	2	6	N	N	1		7,166	0	0	7,166	12/5/2020	O	1/1/2021	
4500326460	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	LSD ENCLOSURE UPGRADES	E	B	5	N	N	6		31,496	0	0	31,496	12/7/2020	O	1/13/2021	
4500326482	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL	E	B	7	N	01	1		10,647	8,856	8,856	1,791	12/7/2020	C		12/21/2020
4500326502	APPLIED INSPECTION SERVICES INC 153 WALES AVE TONAWANDA, NY 14150-2507 US	NDE SERVICES	S	B		N	N	6		132,104	0	0	132,104	12/10/2020	O	4/1/2021	
4500326514	GEA NORTH AMERICA INC GEA SYSTEMS NORTH AMERICA 9165 RUMSEY RD COLUMBIA, MD 21045-1928 US	SOFTWARE UPGRADE - MICROSOFT	I	1	8	F	N	1		164,721	0	0	164,721	12/8/2020	O	6/4/2021	
4500326526	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086 US	CHECK VALVE	E	B	5	F	N	4	*	5,871	5,883	5,883	0	12/8/2020	C		12/15/2020
4500326527	COMMUNICATIONS TRAINING ANALYSIS CORPORATION 3120 FAIRVIEW PARK DR STE 600 FALLS CHURCH, VA 22042-4571 US	AMAZON WEB SERVICES	S	B	7	F	N	1		55,000	26,278	26,278	28,722	12/11/2020	C		12/31/2020
4500326541	ABB INC EXCITER 23000 HARVARD RD CLEVELAND, OH 44122-7234 US	FURNISH DELIVER INSTALL EXCITER CONTROLS	E	B		F	N	3		1,834,670	0	0	1,834,670	12/14/2020	O	12/31/2022	
4500326543	CALL-A-HEAD CORP 304 CROSSBAY BLVD BROAD CHANNEL, NY 11693 US	RENTAL AND MAINTENANCE OF PORTABLE BATHROOMS AND WASH STATIONS	E	2	5	N	N	1	*	55,000	51,608	51,608	3,392	12/8/2020	O	2/26/2021	

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4500326545	WASHINGTON COMPUTER SERVICES 225 W 35 ST FL 17 NEW YORK, NY 10001-1991 US	APC EQUIPMENT FOR CLOSET NETWORK UPGRADE	H	B	7	F	N	5		45,237	0	0	45,237	12/21/2020	O	3/1/2021	
4500326546	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	SOFTWARE LICENSE - IBM MAXIMO FOR TRANSPORTATION	I	B	7	F	N	2		18,459	18,459	18,459	0	12/14/2020	O	12/13/2021	
4500326552	TEMP-PRESS INC 30 HYTEC CIRCLE ROCHESTER, NY 14606 US	100 TON PRESS	E	B	5	N	N	1		11,861	0	0	11,861	12/9/2020	O	1/4/2021	
4500326565	ST LAWRENCE VALLEY CONCRETE LLC 1600 STATE ROUTE 11 BRUSHTON, NY 12916-4305 US	REINFORCED CONCRETE ANCHORS	E	B	5	N	N	2		11,375	0	0	11,375	12/9/2020	C		12/9/2020
4500326579	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	PROVIDE, INSTALL AND COMMISSION OF SECURITY EQUIPMENT FOR NGN CONTROLS PROJECT	E	B	7	N	N	1		66,118	0	0	66,118	12/15/2020	O	12/14/2021	
4500326590	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	CLIMATE REGISTRY VERIFICATION	P	M	8	N	02	1		104,000	0	0	104,000	12/9/2020	O	12/10/2025	
4500326627	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SIEMENS SPECTRUM RENEWAL	R	2	8	N	N	1		575,098	0	0	575,098	12/10/2020	O	12/9/2021	
4500326635	HEWLETT PACKARD ENTERPRISE CO 3000 HANOVER ST PALO ALTO, CA 94304-1185 US	FOUNDATION CARE RENEWAL	R	2	5	N	N	1		49,039	0	0	49,039	12/10/2020	O	12/9/2021	
4500326639	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	MAINTENANCE - VARONIS	S	B	7	N	N	1		45,604	0	0	45,604	12/31/2020	O	12/30/2021	
4500326641	JOHNSON CONTROLS FIRE PROTECTION LP DBA FOR TYCO FIRE & SECUITY MGMT IN 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE SYSTEM RISER REPAIR	P	B	7	N	N	1		25,811	0	0	25,811	12/11/2020	O	3/5/2021	
4500326657	CANON SOLUTIONS AMERICA INC 255 WASHINGTON AVE EXT - STE 107 ALBANY, NY 12205 US	CANON COLORWAVE PLOTTER	E	C	5	N	N	1		30,921	0	0	30,921	12/11/2020	C		12/30/2020
4500326678	EAGLE BURGMANN INDUSTRIES LP 10035 BROOKRIVER DR HOUSTON, TX 77040 US	EAGLE BURGMANN DRAIN BELLOWS	E	B	5	F	N	1		35,056	0	0	35,056	12/14/2020	O	5/7/2021	
4500326691	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	JEMSTAR METERS	E	B	5	N	N	2		46,104	0	0	46,104	12/14/2020	O	4/1/2021	

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4500326722	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - IS383 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326730	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS122 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326731	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082 US	ELEVATOR REPAIRS	S	B	7	N	N	1		7,080	0	0	7,080	12/15/2020	O	2/28/2021	
4500326732	CARRIER NORTHEAST INC 1401 ERIE BLVD E SYRACUSE, NY 13210 US	NQ INDUSTRIES FILTER AND BULB RFQ	E	B	6	N	N	3		20,274	0	0	20,274	12/15/2020	O	1/5/2021	
4500326735	BOLTTECH MANNINGS INC 311 W MAIN ST ROCKAWAY, NJ 07866-3317 US	HEAT TREATMENT SERVICES FOR RM04 TURBINE BLADES	S	B		N	N	2		420,138	0	0	420,138	12/15/2020	O	4/30/2021	
4500326736	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS297 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326739	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - EAGLE ACADEMY FOR YOUNG MEN OF HARLEM GREEN LAB AND HYDROPONIC CLASS	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326746	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	DBC FINANCE RENEWAL	S	1	6	N	N	1		13,635	13,635	13,635	0	12/17/2020	O	12/16/2021	
4500326752	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS21 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326754	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS126 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326756	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - K373 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326757	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - EDWARD R. MURROW HS GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326761	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS84 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326770	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - HYBRIDGE GREEN SCHOOL GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326771	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS85Q GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326772	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - PS84 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	

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4500326773	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - K527 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326774	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS -PS59 (K059) GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326775	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	NY SUN WORKS - K157 GREENHOUSE PROJECT LAB AND HYDROPONIC CLASSROOM	P	B	7	N	N	1		8,500	8,500	8,500	0	12/15/2020	O	6/30/2021	
4500326818	ROSS VALVE MANUFACTURING CO INC 79 102ND ST TROY, NY 12180-1125 US	VALVES AND GASKET	E	B	5	N	N	3		16,320	0	0	16,320	12/16/2020	O	2/10/2021	
4500326820	RICH'S CUSTOM COVERS & CANVAS INC 3145 MILITARY RD NIAGARA FALLS, NY 14304 US	HOIST AND HEADGATE COVER	E	B	5	N	N	1		7,600	0	0	7,600	12/16/2020	O	3/13/2021	
4500326836	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	ORION ATLAS MAGNETIC LEVEL INDICATOR	E	B	5	F	N	3		7,408	3,704	3,704	3,704	12/17/2020	O	3/31/2021	
4500326850	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	RACK SERVER	E	B	5	F	04	1		5,903	0	0	5,903	12/17/2020	O	2/28/2021	
4500326859	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	STARETT INDICATOR	E	B	5	N	03	1		10,523	0	0	10,523	12/17/2020	C		12/23/2020
4500326871	SIEWERT EQUIPMENT DIV OF CUMMINS-WAGNER-SIEWERT LLC 175 AKRON ST ROCHESTER, NY 14609-7297 US	LAG PUMP	E	B	5	N	N	2		10,275	0	0	10,275	12/18/2020	O	3/4/2021	
4500326880	BC CLEANING DBA FOR BOGASIAN CARPET CO INC 70 WILLOW ST MASSENA, NY 13662-1576 US	CARPET RENTAL SERVICE	E	B	6	N	01	2		16,000	0	0	16,000	12/18/2020	O	12/31/2021	
4500326887	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	SPARE PUMP REFURBISHMENT	E	2	5	F	N	1		29,030	0	0	29,030	12/18/2020	O	3/8/2021	
4500326896	GATO FLOORING LLC HELENA SOFIA FERRIERA VALE DE GATO 839 BROAD ST STE 2 UTICA, NY 13501-1401 US	CARPET INSTALL	P	B	5	N	N	2		17,564	0	0	17,564	12/18/2020	O	6/13/2021	
4500326899	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	LIGHT AND POWER RENEWAL	R	B	7	N	N	1		72,995	0	0	72,995	12/18/2020	O	12/17/2021	

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4500326907	PDS CONSULTANTS INC KORRECT OPTICAL 22 RAINBOW TRL SPARTA, NJ 07871-1723 US	GLASSES,SAFETY,PRESCRIPTION	E	B	5	F	N	2		14,000	0	0	14,000	12/18/2020	O	12/31/2021	
4500326911	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ACRONIS CYBER BACKUP	I	B	5	N	04	1		28,863	0	0	28,863	12/20/2020	O	3/4/2021	
4500326914	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	MAINTENANCE - NASTEL AUTOPILOT	E	M		N	02	1		114,404	0	0	114,404	9/30/2020	O	9/29/2023	
4500326929	ACME INDUSTRIAL INC 326-328 FRONT ST STATEN ISLAND, NY 10304 US	NASH PUMP	E	B	5	N	01	2		41,081	0	0	41,081	12/21/2020	O	4/3/2021	
4500326931	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	FUEL	E	B	7	N	01	1		10,813	6,418	6,418	4,395	12/21/2020	C		12/21/2020
4500326968	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	INSTALLATION OF POSITIVE RESTRAINT BARRIER	C	B		N	01	2		7,808,340	0	0	7,808,340	12/29/2020	O	12/28/2023	
4500326972	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	BITSIGHT CYBER SECURITY SERVICES	S	M	5	N	03	1		32,260	32,260	32,260	0	12/29/2020	O	10/10/2021	
4500326979	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	RUFFNECK HEATERS	E	B	5	F	N	2		8,750	0	0	8,750	12/22/2020	O	4/1/2021	
4500327036	CITY ELECTRIC COMPANY DBA FOR COOPERFRIEDMAN ELECTRIC SUP 450 TRACY ST SYRACUSE, NY 13204-2435 US	CABLE	E	B		N	N	3		236,200	0	0	236,200	12/23/2020	O	2/20/2021	
4500327038	MICRO MOTION INC 7070 WINCHESTER CIRCLE BOULDER, CO 80301-3501 US	FLOW METER	E	B	5	F	N	2		10,249	0	0	10,249	12/23/2020	O	4/1/2021	
4500327046	THE RESEARCH FOUNDATION ON BEHALF O STATE UNIVERSITY OF NEW YORK 750 E ADAMS ST SYRACUSE, NY 13210-2306 US	COVID TEST KITS	E	2	5	N	N	1		15,000	0	0	15,000	12/24/2020	O	4/1/2021	
4500327059	DEJANA TRUCK & UTILITY EQUIPMENT COMPANY LLC 490 PULASKI RD KINGS PARK, NY 11754-1317 US	FISHER SPREADER	E	B	6	N	N	3		7,164	0	0	7,164	12/28/2020	O	1/15/2021	
4500327075	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	POWER TG RENEWAL	R	2	8	N	N	1		474,475	0	0	474,475	12/28/2020	O	12/27/2021	

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4500327078	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	VALVE POSITIONER	E	B	5	F	N	3		9,000	0	0	9,000	12/28/2020	O	4/1/2021	
4500327080	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730 US	NEXUS METERS	E	B	5	N	N	2		27,389	0	0	27,389	12/28/2020	O	1/15/2021	
4500327081	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	NETWORK SWITCHES	E	B	5	F	N	2		22,428	0	0	22,428	12/28/2020	O	4/1/2021	
4500327089	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	MAINTENANCE - VISTA DSS	I	1	5	N	N	1		25,600	0	0	25,600	12/29/2020	O	8/31/2021	
4500327091	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	ORION ATLAS MAGNETIC LEVEL INDICATOR	E	C	5	F	N	4		15,471	7,735	7,735	7,736	12/29/2020	O	2/26/2021	
4500327122	DUMAIS CONSULTING LLC PAUL A DUMAIS 744 CRISFIELD WAY ANNAPOLIS, MD 21401-4575 US	NYPA'S TRANSMISSION FORMULA RATE	P	2	9	F	N	1		250,000	0	0	250,000	12/7/2020	O	12/6/2021	
4500327127	THE RESEARCH FOUNDATION ON BEHALF O STATE UNIVERSITY OF NEW YORK 750 E ADAMS ST SYRACUSE, NY 13210-2306 US	COVID 19 SALIVA TEST KITS	E	2	5	N	N	1		30,000	0	0	30,000	12/30/2020	O	4/1/2021	
4500327128	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	CIRCUIT BREAKERS	E	B		F	N	1		2,704,946	0	0	2,704,946	12/30/2020	O	12/29/2024	
4500327217	AMERICAN PETROLEUM EQUIPMENT & CONS 63 ORANGE AVE WALDEN, NY 12586-1816 US	GENERATOR TANK AND PUMP SYSTEMS REPAIR AT WPO	S	2	5	N	N	1		50,000	0	0	50,000	12/5/2020	O	12/4/2021	
4500327250	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM	S	B	7	N	N	2		182,744	0	0	182,744	9/30/2020	O	12/31/2021	
4500327348	MIRACLE SOFTWARE SYSTEMS INC 45625 GRAND RIVER AVE NOVI, MI 48374-1309 US	MAINTENANCE - IBM	S	B	7	N	N	2		851,488	0	0	851,488	10/1/2020	O	12/31/2021	
4500327789	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	MAINTENANCE - POWERRUNNER	S	1	6	N	N	1		46,313	0	0	46,313	12/1/2020	O	8/31/2021	
4500328010	APPRAISAL ECONOMICS INC 140 E RIDGEWOOD AVE STE 580N PARAMUS, NJ 07652-3917 US	TRANSMISSION LINE APPRAISAL	P	2	9	F	N	1		145,000	0	0	145,000	12/10/2020	O	6/30/2021	

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4500328101	B2GNOW DBA FOR ASKREPLY INC 725 W MCDOWELL RD PHOENIX, AZ 85007-1727 US	B2GNOW SERVICES	S	1	6	N	N	1		8,484	0	0	8,484	1/1/2020	C		12/31/2020
4500328156	SHOP ARCHITECTS LLP 233 BROADWAY FL 11 NEW YORK, NY 10279-1199 US	ARCHITECT DESIGN SERVICES	P	C	9	N	N	3		427,167	0	0	427,167	10/5/2020	O	10/4/2025	
4500328507	S & P GLOBAL MARKET INTELL INC S & P GLOBAL MARKET INTELL LLC 55 WATER ST NEW YORK, NY 10041-0004 US	POWER FORECASTING SUBSCRIPTION	S	1	6	N	N	1		22,720	0	0	22,720	12/29/2020	O	12/28/2021	
4500328646	VERTIV CORPORATION C/O RL KISTLER 1050 DEARBORN DR COLUMBUS, OH 43085-1544 US	ANNUAL UNINTERRUPTIBLE POWER SYSTEM (UPS)/ BATTERIES MAINTENANCE	S	1	6	N	N	1		22,550	0	0	22,550	12/28/2020	O	12/27/2021	
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	140,033,055	8,648,200	54,966,945	6/1/2008	C		12/31/2020
4600002315	MITSUBISHI POWER 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		154,699,310	138,665,759	6,402,586	16,033,551	7/30/2010	O	12/31/2022	
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	13,174,919	544,017	2,552,423	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	0	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	1,571,985	6,800	34,400	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	935,405	109,560	414,620	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		86,729,986	56,652,178	5,876,681	30,077,808	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	0	96,320	7/2/2012	O	7/31/2021	

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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		59,517,181	28,302,233	7,168,442	31,214,948	3/1/2013	O	12/31/2023	
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	121,965,093	19,135,017	70,034,907	3/1/2013	O	12/31/2023	
4600002639	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	IMPLEMENTATION SERVICES	C	B		N	N	30		38,000,000	8,915,940	1,609,734	29,084,060	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	27,795,344	17,137,393	127,204,656	3/1/2013	O	12/31/2022	
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	188,979,542	31,834,522	66,520,458	3/1/2013	O	12/31/2023	
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		128,000,000	81,313,666	11,879,343	46,686,334	3/1/2013	O	12/31/2022	
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	37,057,091	12,445,884	22,942,909	4/1/2013	O	12/31/2023	
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	0	250,539	7/14/2016	C		12/3/2020
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	113,591	6,986	886,409	8/1/2013	C		8/6/2020
4600002734	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752 US	ANALYTICAL TESTING SERVICES AND DOBLE EQUIPMENT RENTAL	E	B		F	N	2		1,900,000	1,500,084	195,166	399,916	11/1/2013	O	4/30/2021	
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	0	465,549	4/1/2014	O	3/30/2022	
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	254,284	2,958	245,716	4/1/2014	O	3/30/2022	

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4600002788	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	INSTALLATION OF AUXILIARY EQUIPMENT	C	B		N	N	1		20,262,161	16,294,534	3,529,985	3,967,627	2/27/2014	O	12/31/2022	
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	2,019,601	734	4,480,399	7/1/2014	O	6/30/2024	
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	C		2/29/2020
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	C		2/29/2020
4600002806	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 6389 INDUCON DR W SANBORN, NY 14132-9018 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	C		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	44,724	7,316	12,955,276	7/1/2014	C		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	0	178,465	7/1/2014	C		2/29/2020
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	C		2/29/2020
4600002859	PRES SERVICES LLC PRES ENERGY 95 STARK ST TONAWANDA, NY 14150-1210 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31		80,000,000	60,919,894	9,315,373	19,080,106	10/15/2014	O	10/14/2023	
4600002864	MICHAEL BELLANTONI INC 121 LAFAYETTE AVE WHITE PLAINS, NY 10603-1602 US	SNOW REMOVAL	S	B		N	N	4		550,000	287,939	17,010	262,061	11/10/2014	O	1/31/2021	
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	997,820	133,173	317,149	11/13/2014	O	12/31/2022	
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	100,493,879	12,008,905	16,432,576	10/15/2014	O	10/14/2023	

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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	0	91,389	1/19/2015	C		1/18/2020
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	4,143,845	289,504	5,856,155	2/1/2015	C		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	3,962,967	149,768	37,033	3/2/2015	C		3/1/2020
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	C		3/1/2020
4600002919	ENSIGN ENGINEERING PC 1111 CALHOUN AVE BRONX, NY 10465-1800 US	ENGINEERING SERVICES	A	B	8	N	03	9		525,000	366,593	19,337	158,407	2/2/2015	C		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	228,638	50,252	71,362	3/13/2015	C		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	C		3/31/2020
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	1,185,756	13,775	64,537	1/1/2016	C		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		102,000,000	76,090,318	12,487,543	25,909,682	4/6/2015	O	10/14/2023	
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	327,138	96,616	214,188	5/26/2015	C		8/25/2020
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	C		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	0	0	4/1/2015	C		3/31/2020
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	456,022	14,340	0	4/1/2015	C		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	264,940	28,840	215,060	4/20/2015	C		12/31/2020

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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	229,160	63,740	770,840	5/1/2015	C		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	1,812,092	194,608	3,187,908	4/24/2015	O	4/22/2021	
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	1,412,948	54,814	387,052	5/26/2015	C		8/25/2020
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	C		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		367,561	186,949	0	180,612	5/26/2015	C		8/25/2020
4600002950	STINSON LLP 1201 WALNUT ST STE 2900 KANSAS CITY, MO 64106-2178 US	ENERGY LEGAL SERVICES	L	B		F	N	10		124,500	59,332	23,738	65,168	5/26/2015	C		8/25/2020
4600002952	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	ENERGY LEGAL SERVICES	L	B		N	N	10		7,165,315	6,899,146	1,769,780	266,169	5/26/2015	C		8/25/2020
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	540,410	80,775	177,678	5/26/2015	C		8/25/2020
4600002954	GIBBONS P C 1 GATEWAY CTR - STE 300 NEWARK, NJ 07102-5321 US	GENERAL LEGAL SERVICES	L	B		F	N	22		619,912	479,071	25,333	140,841	4/30/2015	C		8/25/2020
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	C		5/25/2020
4600002960	BRYANT RABBINO LLP DELETE IND STE 610 1180 AVENUE OF THE AMERICAS NEW YORK, NY 10036-8407 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	04	12		199,148	75,669	0	123,479	5/26/2015	C		8/25/2020
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	C		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	19,379	147	55,621	5/26/2015	C		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		1,513,100	1,476,446	86,558	36,654	5/26/2015	O	1/22/2021	

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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	22,598,167	3,395,816	7,401,833	6/1/2015	O	5/30/2021	
4600002973	BARCLAY DAMON LLP 125 E JEFFERSON ST SYRACUSE, NY 13202-2022 US	ENERGY LEGAL SERVICES	L	B		N	N	10		800,000	799,357	95,368	643	5/26/2015	C		8/26/2020
4600002974	BARCLAY DAMON LLP 125 E JEFFERSON ST SYRACUSE, NY 13202-2022 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		5,000	0	0	5,000	5/26/2015	C		5/25/2020
4600002975	BOND SCHOENECK & KING PLLC PO BOX 11607 SYRACUSE, NY 13218-1607 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		925,100	707,917	43,847	217,183	5/26/2015	C		8/25/2020
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		200,000	133,231	0	66,769	5/26/2015	C		5/25/2020
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	1,089,565	116,117	1,910,435	7/15/2015	C		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	6,781,770	1,365	517,086	7/1/2015	C		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	218,835	14,867	104,333	7/1/2015	C		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	702,974	308	14,428	7/1/2015	C		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	C		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	1,435,491	88,824	439,509	4/1/2015	C		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	252,614	58,852	7,386	7/6/2015	C		11/1/2020
4600002987	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	SAP CONSULTING SERVICES	P	B		N	N	19		17,432,978	17,018,850	166,000	414,128	7/1/2015	C		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	C		5/19/2020

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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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	C		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	0	647,085	7/2/2015	C		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	0	341,733	7/2/2015	C		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	C		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	0	412,861	7/2/2015	C		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	7/14/2021	
4600002997	GROM ASSOCIATES INC 1 MAIN ST FLEMINGTON, NJ 08822-1420 US	SAP CONSULTING SERVICES	W	B		F	N	19		577,711	363,116	0	214,595	7/1/2015	C		6/30/2020
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	C		7/8/2020
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	0	2,665	7/14/2015	C		7/13/2020
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	1,644,010	224,897	555,990	9/21/2015	O	12/31/2022	
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		214,950	179,399	40,537	35,551	5/26/2015	C		5/25/2020
4600003021	GTS CORP 1 STEEL RD E MORRISVILLE, PA 19067-3613 US	CALBRATED AND OPERATING GASES	E	B		F	N	4		400,000	99,702	0	300,298	9/24/2015	C		9/23/2020
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	C		7/26/2020
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	787,084	3,257	412,916	7/1/2015	C		12/31/2020
4600003024	22ND CENTURY TECHNOLOGIES INC 1 EXECUTIVE DR - STE 285 SOMERSET, NJ 08873-4024 US	IT TEMPORARY PERSONNEL	W	B	8	N	N	74		325,727	158,552	0	167,175	8/1/2015	C		7/31/2020

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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	C		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	C		7/31/2020
4600003028	CLARUSTEC INC 347 PLAINFIELD AVE - STE 104 EDISON, NJ 08817-3163 US	TEMPORARY STAFFING	W	B	8	N	N	74		943,015	867,641	454,980	75,374	8/1/2015	C		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	2,966,039	158,617	1,014,723	8/1/2015	C		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	1,155,702	49,930	617,048	8/1/2015	C		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	C		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	C		7/31/2020
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	0	1,068,226	8/1/2015	C		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	C		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	C		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	2,494,521	145,760	646,739	8/1/2015	C		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	957,432	79,182	102,715	8/1/2015	C		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	C		7/31/2020

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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		228,800	63,690	0	165,110	8/1/2015	C		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	3,740,995	759,978	1,259,005	8/17/2015	C		12/31/2020
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	0	751,990	9/1/2015	C		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	721,011	40,089	1,278,989	9/11/2015	O	12/31/2022	
4600003045	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	SERVICES OF SPECIAL CONSULTANT	P	B		N	04	6		2,000,000	101,872	23,718	1,898,128	9/30/2015	C		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	1,118,880	286,344	881,120	9/30/2015	O	3/31/2021	
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	94,424	76,125	1,905,576	9/30/2015	C		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	0	715,861	9/11/2015	C		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	5,516,513	380,033	108,487	10/1/2015	C		9/30/2020
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	C		10/4/2020
4600003056	THE BRATTLE GROUP INC 1 BEACON ST STE 2600 BOSTON, MA 02108-3142 US	PROJECT FINANCE ADVISORY SERVICES	P	B		F	N	7		125,000	107,942	107,942	17,058	10/5/2015	C		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	188,700	39,490	151,700	1/1/2016	C		12/31/2020

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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	2,057,951	157,794	101,649	1/1/2016	C		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	C		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	110,038	3,175	46,148	11/2/2015	C		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	7,775,560	3,421,191	106,183	11/2/2015	C		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	847,751	109,086	69,131	11/2/2015	C		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	913,978	30,000	2,904	11/2/2015	C		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	C		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	
4600003075	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061-1612 US	RUBBISH REMOVAL	S	B		F	N	2		2,500,000	2,015,761	396,363	484,239	1/1/2016	O	12/31/2021	
4600003076	TRADEBE ENVIRONMENTAL SERVICES LLC 47 GRACEY MERIDEN, CT 06451 US	RUBBISH REMOVAL	S	B		F	N	2		2,000,000	583,356	79,576	1,416,644	1/1/2016	O	12/31/2021	
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	51,032	8,146	1,448,968	1/1/2016	O	12/31/2021	
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	0	1,151,803	1/1/2016	O	12/31/2021	
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	76,274	6,976	223,726	1/1/2016	O	12/31/2021	

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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	8	F	N	1		500,000	0	0	500,000	1/1/2016	C		12/31/2020
4600003083	RUSSELL REID WASTE HAULING AND DISP MR JOHN PORTABLE SANITATION UNITS I PO BOX 660475 DALLAS, TX 75266-0475 US	WASTE WATER REMOVAL AND DISPOSAL	S	B			N	3		1,500,000	554,081	52,682	945,919	1/4/2016	O	12/31/2021	
4600003084	BRG MACHINERY CONSULTING LLC 3241 PLANK RD NORTH GARDEN, VA 22959-2324 US	CONSULTING SERVICES	P	B		F	N	1		5,000,000	1,792,253	87,596	3,207,747	1/20/2016	O	1/19/2022	
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	C		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	C		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	16,482,228	1,289,809	3,517,772	9/28/2015	O	9/27/2021	
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	C		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	95,800	95,800	9,904,200	9/28/2015	C		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	725,258	117,804	3,274,742	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	197,750	13,000	802,250	1/25/2016	O	4/10/2021	
4600003101	NUOVO PARTS INC 1465 SLATER RD FERNDALE, WA 98248-8919 US	GAS COMPRESSOR PARTS	E	B		F	N	2		900,000	601,276	147,033	298,724	1/20/2016	O	1/19/2021	
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	2,520,235	356,434	272,471	1/20/2016	O	1/21/2021	

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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	
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	C		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	C		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	6,513,345	1,448,679	324,315	1/1/2016	C		12/31/2020
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	C		12/31/2020
4600003121	HEALY ELECTRIC CONTRACTING INC 4 FISHER LANE WHITE PLAINS, NY 10603 US	ELECTRICAL CONTRACTORS	C	B	8	N	N	3		1,790,248	1,656,954	652,374	133,294	1/1/2016	C		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	2,373,782	42,672	2,826,218	2/12/2016	O	1/31/2021	
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	C		9/28/2020

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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	C		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	137,500	120,000	9,862,500	9/28/2015	C		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	C		9/28/2020
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	C		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	C		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	0	48,002	2/22/2016	O	12/31/2021	
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	0	8,378,324	9/28/2015	C		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	C		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		4,144,056	3,859,811	527,717	284,245	5/26/2015	C		8/25/2020
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	822,891	238,576	693,583	2/23/2016	O	2/18/2022	
4600003140	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	BGIS SUPPORT SERVICES	S	1	8	N	N	1		710,000	580,896	104,952	129,104	12/1/2015	O	11/30/2021	
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		7,286,298	6,916,333	128,207	369,965	4/1/2016	O	3/31/2021	

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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	0	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	2,266,608	1,790,229	7,733,392	9/28/2016	C		9/28/2020
4600003144	TURBOPROP EAST INC 836 STATE RD NORTH ADAMS, MA 01247-3027 US	AIRCRAFT MAINTENANCE	S	B	8	N	N	3		2,748,920	2,398,733	319,679	350,187	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	0	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	0	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	353,689	64,347	86,311	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	
4600003151	RAMBOLL AMERICAS ENGINEERING SOLUTIONS 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	180,497	31,128	179,503	4/4/2016	O	4/9/2021	
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	2,852,199	492,242	233,043	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		9,248,448	9,159,954	423,900	88,494	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		870,316	859,138	0	11,178	4/4/2016	O	3/31/2021	

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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		4,309,000	4,259,000	0	50,000	4/4/2016	O	3/31/2021	
4600003160	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711 US	RUBBISH REMOVAL	S	B	7	N	N	2		80,000	45,856	6,857	34,144	4/1/2016	C		3/31/2020
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	267,637	42,268	57,363	4/1/2016	O	3/31/2021	
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	584,671	105,033	190,329	4/7/2016	O	4/6/2021	
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	0	504,977	7/1/2016	C		6/30/2020
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	70,040	5,908	429,960	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	23,136,643	10,352,630	16,863,357	9/28/2015	C		9/28/2020
4600003175	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION HARDWARE	E	B		N	N	1		625,000	519,118	25,272	105,882	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	1,091,735	34,189	1,408,265	6/28/2016	C		1/20/2020
4600003180	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	SAMAC SUPPORT	P	2	8	N	N	1		837,666	270,328	42,003	567,338	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	
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	C		12/31/2020

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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	4,859,167	894,424	2,640,833	8/18/2016	O	8/17/2021	
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		16,800,000	8,214,942	5,437,913	8,585,058	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		3,050,000	159,950	159,950	2,890,050	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 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 US	ON-CALL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION ASSETS	P	B		N	N	29		2,750,000	299,461	0	2,450,539	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		2,400,000	317,657	167,822	2,082,343	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	C		12/31/2020
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	C		8/21/2020
4600003199	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE RENTAL	E	B		N	N	2		450,000	324,745	26,767	125,255	8/22/2016	O	8/21/2021	
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	1,032,866	1,590	967,134	8/23/2016	O	8/22/2021	
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		1,043,094	917,899	203,437	125,195	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	202,049	121,320	547,951	10/1/2016	O	9/30/2021	
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	977,228	87,680	522,772	10/1/2016	C		3/30/2020

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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	250,188	73,503	1,749,812	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		400,000	50,385	50,385	349,615	10/1/2016	O	9/30/2021	
4600003210	DATROSE 660 BASKET RD WEBSTER, NY 14580-9782 US	TEMPORARY STAFFING	W	B		N	04	47		285,363	173,658	0	111,705	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		3,929,789	2,438,471	1,034,932	1,491,318	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	1,718,788	47,306	634,757	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	1,201,060	144,540	431,735	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		1,613,831	972,758	255,726	641,073	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		2,582,574	1,559,072	159,984	1,023,502	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	1,922,748	224,747	340,252	9/28/2016	O	9/27/2021	

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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	0	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 750 WASHINGTON, DC 20005-5479 US	TEMPORARY STAFFING	W	B		F	N	47		1,004,797	787,712	305,634	217,085	9/28/2016	O	9/27/2021	
4600003224	WISENGINEERING 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	0	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	0	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	2,364,067	432,707	1,635,933	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	115,376	35,823	447,124	11/1/2016	O	10/29/2021	
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	C		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	58,803	10,805	116,197	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		5,000,000	3,604,757	888,547	1,395,243	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	
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	225,820	61,116	420,951	1/1/2017	C		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	

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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		5,678,903	5,296,876	1,486,602	382,027	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	0	93,785	1/1/2017	O	12/31/2021	
4600003257	THE BRATTLE GROUP INC 1 BEACON ST STE 2600 BOSTON, MA 02108-3142 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		F	N	13		649,000	606,922	35,845	42,078	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		97,200	77,091	11,882	20,109	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	ESSENSE 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	2,371,669	256,151	1,682,231	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	765,625	306,250	334,375	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	26,207,324	7,803,018	11,792,676	1/1/2017	O	12/31/2021	
4600003265	TANNER INDUSTRIES INC 735 DAVISVILLE RD - 3RD FL SOUTHAMPTON, PA 18966-3200 US	AMMONIA-AQUEOUS	E	B		F	N	2		2,250,000	781,519	218,692	1,468,481	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	197,370	5,718	268,530	1/9/2017	C		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	9,712,548	2,208,225	1,287,452	1/12/2017	O	1/5/2021	
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	115,201	2,735	134,799	1/13/2017	O	1/12/2022	
4600003271	HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	AERIAL INSPECTIONS	S	B		F	N	2		2,800,000	1,690,869	451,719	1,109,131	1/27/2017	O	1/26/2022	

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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	857,639	153,540	1,142,361	2/7/2017	O	2/6/2022	
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	140,410	41,226	59,590	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	2,311,245	1,376,475	271,049	3/13/2017	O	2/11/2022	
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	155,745	35,640	294,255	2/17/2017	O	2/26/2022	
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	3,158,863	1,178,637	841,137	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	0	52,351	3/10/2017	C		3/10/2020
4600003284	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	PENSTOCK INSPECTION SERVICES	S	B		N	01	3		112,500	112,500	33,750	0	4/1/2017	C		12/31/2020
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	0	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		23,750	23,750	23,750	0	7/31/2017	O	3/31/2022	
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	0	6,280	4/1/2017	O	3/31/2022	

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4600003290	VTECH SOLUTION INC 1100 H ST NW - STE 750 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		58,500	30,600	0	27,900	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	1,255,605	25,780	18,744,395	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	785,152	56,250	14,848	4/3/2017	C		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	9,686	4,235	332,314	5/30/2017	O	5/29/2022	

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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		844,000	568,732	180,831	275,268	6/6/2017	O	6/5/2022	
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	2,426	2,426	339,574	6/23/2017	O	6/22/2022	
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	6/14/2022	
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	6/22/2022	
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	6/22/2022	
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	66,832	19,456	275,168	6/23/2017	O	6/22/2022	
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		5,000	0	0	5,000	6/26/2017	O	6/25/2022	
4600003311	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & 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	4,415,682	943,125	334,318	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	0	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	379,628	101,755	26,952	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	666,922	57,385	833,078	6/1/2017	O	5/31/2021	
4600003317	GE RENEWABLES US LLC formally ALSTOM RENEWABLE 8000 E MAPLEWOOD AVE STE 250 GREENWOOD VILLAGE, CO 80111-4727 US	LPGP - DESIGN-SUPPLY MGEN THRUST BEARING COMPONENTS	E	B		F	N	1		3,115,414	1,031,766	333,396	2,083,648	6/9/2017	O	12/31/2024	

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4600003318	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	CONSTRUCTION OF EMERGENCY ENERGY CONTROL CENTER	C	B		N	N	2		12,499,799	12,488,394	384,099	11,405	6/1/2017	C		12/31/2020
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		10,164,621	6,663,947	3,614,808	3,500,674	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		10,171,036	8,413,015	2,584,633	1,758,021	6/14/2017	O	7/2/2022	
4600003321	DELOITTE CONSULTING LLP 30 ROCKEFLLER PLAZA NEW YORK, NY 10112-0015 US	IT CO SOURCING SERVICES	P	B		N	N	39		17,462,860	13,319,573	5,991,576	4,143,287	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	1,079,903	419,167	620,097	7/1/2017	O	6/30/2022	
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	642,790	215,170	47,580	8/1/2017	C		7/31/2020
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	0	20,913	7/24/2017	O	7/23/2022	
4600003331	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	CALIBRATED GASES	E	B		F	N	4		291,440	153,670	39,158	137,770	7/27/2017	O	9/23/2021	
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	88,069	27,754	61,931	8/1/2017	O	7/31/2021	
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	C		7/27/2020
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	

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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	
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	

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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	166,852	166,852	9,833,148	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	
4600003362	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	EHS PROFESSIONAL	P	B		N	N	4		1,050,000	661,974	221,797	388,026	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	329,345	121,131	420,655	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	

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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	134,550	41,400	115,450	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	138,411	53,988	611,589	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	
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	803,176	269,728	4,196,824	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	2,044,875	28,975	1,955,125	9/11/2017	O	9/10/2022	
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	1,662,646	477,113	2,337,354	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	25,937,601	6,405,480	105,062,399	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	110,015	22,407	86,585	10/12/2017	O	10/11/2022	
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	2,265,562	382,706	2,234,438	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	0	479,674	11/1/2017	O	10/31/2022	
4600003381	MIND GYM USA INC 475 PARK AVE S #2 NEW YORK, NY 10016-6901 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		N	N	11		10,000	9,800	0	200	10/12/2017	O	10/11/2022	

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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		57,920	9,548	9,548	48,372	10/12/2017	O	10/11/2022	
4600003383	KJR CONSULTING LLC 1239 EDGELL RD STE LL FRAMINGHAM, MA 01701-3064 US	BUILD TALENT AND LEARN	P	B		F	N	15		160,600	67,200	13,099	93,400	11/1/2017	O	10/31/2022	
4600003385	MIND GYM USA INC 475 PARK AVE S #2 NEW YORK, NY 10016-6901 US	BUILD TALENT AND LEARN	P	B		N	N	15		121,400	88,911	38,892	32,489	11/1/2017	O	10/31/2022	
4600003386	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	BUILD TALENT AND LEARN	P	B		F	N	15		420,000	0	0	420,000	11/1/2017	O	10/31/2022	
4600003387	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	28		11,501,134	3,736,049	2,332,891	7,765,085	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		6,595,777	4,795,930	2,117,177	1,799,847	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		3,258,590	2,168,275	887,286	1,090,315	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		500,000	66,063	66,063	433,937	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		1,202,306	1,158,093	732,126	44,213	11/1/2017	O	10/31/2022	
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	10/31/2022	
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	10/31/2022	
4600003395	MIND GYM USA INC 475 PARK AVE S #2 NEW YORK, NY 10016-6901 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		17,100	11,949	0	5,151	11/1/2017	O	10/31/2022	
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	C		10/31/2020

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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	235,795	56,435	23,905	11/1/2017	O	10/31/2022	
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		108,600	97,102	53,584	11,498	2/1/2018	O	1/31/2023	
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	2,702,750	553,391	404,678	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	864,912	216,256	1,135,088	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	132,339	10,980	417,661	11/14/2017	C		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	4,584,078	586,836	415,922	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	0	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		936,661	488,101	244,437	448,560	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	
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	3,211,162	202,723	2,602,505	12/19/2017	O	12/18/2022	

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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	577,598	130,784	2,589,069	12/19/2017	O	12/18/2022	
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	107,100	30,585	242,900	1/1/2018	O	12/31/2022	
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	110,795	35,522	2,783,872	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	1,157,614	149,375	5,842,386	12/18/2017	O	12/15/2021	
4600003422	DCB ELEVATOR CO INC PO BOX 426 LEWISTON, NY 14092 US	ELEVATOR/ESCALATOR MAINTENANCE AGREEMENT	S	B	7	N	03	2		400,000	240,573	92,153	159,427	1/1/2018	O	12/31/2021	
4600003423	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROGRAM PROJECT MANAGEMENT	A	B		N	N	14		16,159,876	13,648,612	2,205,731	2,511,264	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	765,921	249,819	82,514	1/1/2018	C		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		20,143,124	14,335,837	4,156,916	5,807,287	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	1,560,767	999,604	2,139,233	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	95,800	15,208	360,075	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	1,090,000	353,716	660,000	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	259,872	43,393	740,128	12/26/2017	O	9/12/2021	

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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	135,400	57,665	2,614,600	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	
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 SUBSIDARY 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		17,786,482	14,612,094	7,824,759	3,174,388	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		133,459	133,424	54,221	35	2/10/2018	O	10/31/2022	

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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	0	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	579,655	1,637	445,951	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	4,112,902	1,619,307	2,387,098	3/1/2018	O	3/18/2021	
4600003453	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	INTERNAL CO-SOURCING SERVICES	P	C		N	N	8		7,400,000	4,582,881	1,564,144	2,817,119	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	2,736,158	183,113	107,115	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	3,452,688	92,362	297,312	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	118,057	55,675	3,381,943	3/19/2018	O	3/17/2022	
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	
4600003459	C3.AI INC 1300 SEAPORT BLVD STE 500 REDWOOD CITY, CA 94063-5592 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	E	B		F	N	28		11,166,333	8,046,726	1,929,015	3,119,607	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		400,000	105,988	43,218	294,012	4/1/2018	O	3/31/2023	
4600003461	CASELLA WASTE SERVICES PO BOX 5195 POTSDAM, NY 13676 US	REFUSE SERVICES	S	B		N	N	1		400,000	271,172	80,808	128,828	4/4/2018	O	4/3/2021	
4600003462	AEROTEK INC 757 3RD AVE - STE 201 NEW YORK, NY 10017 US	DRAFTING DESIGN SUPPORT	W	B	8	N	N	11		700,000	93,566	72,360	606,434	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	1,493,115	677,012	2,491,718	5/1/2018	O	4/30/2022	
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	52,919	18,789	3,947,081	5/1/2018	O	4/30/2023	

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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	272,508	230,600	227,492	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	437,003	36,799	312,997	5/1/2018	O	4/30/2023	
4600003472	ROTATOR STAFFING SERVICES INC 25 KENNEDY BLVD E BRUNSWICK, NJ 08816-1259 US	DRAFTING DESIGN SUPPORT	W	B	8	F	N	11		300,000	0	0	300,000	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		1,300,000	770,633	241,840	529,367	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		100,000	0	0	100,000	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	30,924	29,809	2,469,076	5/1/2018	O	3/31/2023	
4600003479	GOTHAM REFINING CHEMICAL CORP 2374 48TH ST ASTORIA, NY 11103-1014 US	COOLING TOWER CHEMICAL	E	B		N	N	1		937,500	579,346	164,801	358,154	5/21/2018	O	5/21/2023	
4600003482	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	LANDSCAPTING	S	B		N	04	1		1,000,000	193,312	65,645	806,688	5/21/2018	O	5/20/2023	
4600003483	CARAHSOFT 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	1,656,046	104,232	182,151	5/21/2018	O	5/20/2023	

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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	5,142,923	2,802,169	19,857,077	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	426,842	67,390	573,158	6/12/2018	C		12/31/2020
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		3,925,000	1,287,619	609,998	2,637,381	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		2,975,000	1,144,253	485,297	1,830,747	6/1/2018	O	5/31/2023	
4600003490	SNC LTD 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 US	ON-CALL TRANSMISSION CONSULTING SERVICES FOR FUTURE INITIATIVES AND ACTIVITIES	A	B		N	N	14		2,200,000	268,578	205,282	1,931,422	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		1,925,000	215,684	173,727	1,709,316	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		384,845	384,845	0	0	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	289,750	186,069	210,250	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	94,500	94,500	5,500	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	652,835	219,860	1,847,165	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		1,026,626	779,156	409,920	247,470	8/27/2018	O	8/26/2023	

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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		670,000	332,345	263,377	337,655	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		1,075,000	158,999	29,118	916,001	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	
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	25,320	18,353	224,680	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	47,205	12,544	202,795	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	
4600003507	TOLL INTERNATIONAL LLC 65 CENTRAL PARK W STE 15A NEW YORK, NY 10023-6050 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B			N	04	12		830,000	696,303	249,764	133,697	8/27/2018	O	8/26/2023	
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	17,070	6,930	12,930	8/21/2018	O	8/20/2021	
4600003509	BURNS & MCDONNELL CONSULTANTS INC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ORACLE PRIMAVERA CONSULTING SERVICES	R	B			N	N	12		550,000	0	0	550,000	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	34,591	21,065	840,409	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		375,000	0	0	375,000	10/1/2018	O	9/30/2023	
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	0	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	169,296	155,469	705,704	10/1/2018	O	9/30/2023	

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4600003515	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ASBESTOS AND LEAD MANAGEMENT SERVICES	A	B		N	N	11		875,000	243,735	75,775	631,265	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		1,375,000	508,790	354,816	866,210	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	25,826	11,512	849,174	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	10,474	7,030	864,526	10/1/2018	O	9/30/2023	
4600003519	TSI TURTLE SERVICES LLC FORMERLY TECHNOSCOUTS INC 1900 LOWER RD LINDEN, NJ 07036-6519 US	AIR EMISSIONS COMPLIANCE REPORTING SERVICES	P	B		F	03	5		1,000,000	538,745	247,385	461,255	9/4/2018	O	9/4/2023	
4600003520	GE PACKAGED POWER LLC DBA FOR GENERAL ELECTRIC CO 16415 JACINTOPORT BLVD BLDG "B" HOUSTON, TX 77015 US	MAINTENANCE, REPAIR AND PARTS SERVICES FOR THE LM6000	S	B		N	N	1		9,000,000	8,427,911	695,646	572,089	10/1/2012	C		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	11,924	11,924	988,076	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 POWER INC 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 336 S SERVICE RD MELVILLE, NY 11747-3232 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	
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		15,801,062	14,993,928	5,661,040	807,134	11/7/2018	O	5/18/2021	
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	5,596,672	2,384,728	22,710,439	9/28/2018	O	7/31/2023	
4600003533	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	FIRE EXTINGUISHER SERVICES	E	B	5	N	N	4		30,000	7,413	5,503	22,587	10/16/2018	O	10/15/2021	
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	97,660	97,660	116,440	10/16/2018	C		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	686,586	390,915	9,313,414	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	77,880	77,880	9,922,120	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	2,402,019	2,402,019	7,597,981	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	1,258,250	1,112,904	8,741,750	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		157,500	157,272	157,272	228	10/31/2018	O	10/30/2022	
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	967,424	665,104	10	10/31/2018	C		6/18/2020

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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		513,400	269,200	199,200	244,200	11/1/2018	O	10/30/2022	
4600003545	UTEGRATION LLC 3535 BRIARPARK ST STE 101 HOUSTON, TX 77042-5233 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		F	N	42		5,000	0	0	5,000	11/1/2018	O	10/22/2022	
4600003546	GE GRID SOLUTIONS LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	VERTICAL MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	1		986,445	79,340	55,460	907,105	11/11/2015	C		12/31/2020
4600003547	BAKER HUGHES HOLDINGS LLC NEXUS CONTROLS LLC 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE EXCITER	E	B		F	N	5		197,444	60,503	0	136,941	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	9,252,418	3,265,645	4,578,390	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	E SOURCE COMPANIES LLC TROVE PREDICTIVE DATA SCIENCE LLC 1745 38TH ST BOULDER, CO 80301-2635 US	DIGITAL UTILITY PARTNERSHIP SERVICES	P	B		N	N	42		94,520	94,520	32,142	0	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		500,000	0	0	500,000	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		925,000	440,096	299,626	484,904	1/1/2019	O	12/31/2023	
4600003567	S & S SANITATION & EXCAVATION INC 22 PINE GROVE LN MALONE, NY 12953-2825 US	SEPTIC SERVICES	S	B		N	N	3		95,000	45,111	24,752	49,889	1/13/2019	O	1/12/2022	

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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	457,983	457,983	467,017	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	0	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	139,639	139,639	485,361	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	63,464	31,554	561,536	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		450,000	222,443	166,543	227,557	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	176,549	176,549	448,451	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	15,356	15,356	651,644	1/10/2019	O	12/31/2023	
4600003577	RAMBOLL AMERICAS ENGINEERING SOLUTIONS 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	
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	0	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	
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	572,018	295,043	1,427,982	5/1/2019	O	4/30/2024	

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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	666,257	25,348	183,743	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	276,006	147,551	523,994	2/1/2019	C		7/21/2020
4600003586	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	MV90 SOFTWARE SUPPORT	I	1	8	F	N	1		292,756	177,562	58,508	115,194	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	226,003	45,945	523,997	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	156,434	16,591	593,566	1/30/2019	C		1/29/2020
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	429,227	309,714	1,115,123	12/16/2018	O	12/15/2023	
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	67,067	40,938	132,933	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	0	649,066	2/20/2019	O	2/19/2024	
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	152,602	152,602	2,180,731	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	1,068,068	733,923	1,265,265	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	838,835	442,913	3,661,165	3/11/2019	O	3/10/2024	
4600003601	WESTROCK MECHANICAL CORP PO BOX 56 TALLMAN, NY 10982 US	HVAC SERVICES	S	B		N	N	6		5,000,000	245,895	128,559	4,754,105	3/12/2019	O	3/11/2024	

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4600003602	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	QA ENGINEERING AND INSPECTION SERVICES	A	B			N	04	13		800,000	138,717	42,732	661,283	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	75,333	35,994	724,667	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	7,402	7,402	792,598	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	39,598	39,598	760,402	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	2,402,780	594,772	14,171,197	3/19/2019	O	3/18/2028	
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	

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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 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	
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	
4600003625	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 6389 INDUCON DR W SANBORN, NY 14132-9018 US	INDUSTRIAL CLEANING AND VACUUMING SERVICES	S	B		N	N	3		750,000	369,879	252,176	380,121	4/1/2019	O	3/31/2023	
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	

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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	
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	39,885	13,046	210,115	4/1/2019	O	3/31/2024	
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		2,006,315	728,410	608,410	1,277,905	4/15/2019	O	3/31/2024	
4600003631	AFL TELECOMMUNICATIONS INC 170 RIDGEVIEW CENTER CIRCLE DUNCAN, SC 29334-9635 US	OPGW CABLE	E	B		F	N	5		10,216,341	4,447,630	3,226,973	5,768,711	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 336 S SERVICE RD MELVILLE, NY 11747-3232 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	0	2,481,838	4/16/2019	O	4/15/2024	
4600003635	ADVANCED CONTROL SYSTEMS INC 2755 NORTHWOODS PKWY PEACHTREE CORNERS, GA 30071-1533 US	ACS HARDWARE	E	B		F	N	1		400,000	188,286	53,614	211,714	4/17/2019	O	4/16/2022	
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	8	F	N	15		250,000	79,805	79,805	170,195	4/23/2019	C		4/22/2020
4600003637	MITSUBISHI POWER AMERICAS INC STE 400 400 COLONIAL CENTER PKWY LAKE MARY, FL 32746-7682 US	PARTS AND EQUIPMENT FOR STEAM TURBINES	E	B		F	N	1		5,000,000	451,329	419,101	4,548,671	4/24/2019	O	4/23/2024	
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		533,333	0	0	533,333	5/1/2019	O	4/30/2024	

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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		633,333	110,284	110,284	523,049	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		2,333,333	263,083	263,083	2,070,250	6/1/2019	O	5/31/2024	
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	155,208	155,208	978,125	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	705,541	705,541	3,627,792	6/1/2019	O	5/31/2024	
4600003644	SNC LTD 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 US	PROJECT DEVELOPMENT AND LICENSING SUPPORT SERVICES	A	B		N	N	16		533,333	0	0	533,333	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	95,645	75,344	3,654,355	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		618,770	522,776	295,177	95,994	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	39,379	39,379	793,954	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	105,768	105,768	727,565	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	315,041	209,541	518,292	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		8,314,586	2,459,212	2,459,212	5,855,374	8/1/2019	O	7/31/2024	

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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	19,135	4,670	30,865	5/15/2019	O	5/14/2022	
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	50,467	24,821	699,533	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		1,063,179	370,997	305,243	692,182	5/29/2019	O	5/28/2024	
4600003661	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	OIL SPILL EMERGENCY RESPONSE	S	B			N	N	6		600,000	32,562	32,562	567,438	3/1/2020	O	2/28/2025	
4600003662	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061-1612 US	OIL SPILL EMERGENCY RESPONSE	S	B			N	N	6		500,000	0	0	500,000	3/1/2020	O	2/28/2025	
4600003663	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 6389 INDUCON DR W SANBORN, NY 14132-9018 US	OIL SPILL EMERGENCY RESPONCE	S	B			N	N	6		400,000	0	0	400,000	3/1/2020	O	2/28/2025	
4600003664	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	OIL SPILL EMERGENCY RESPONSE	S	B			N	N	6		500,000	20,861	20,861	479,139	3/1/2020	O	2/28/2025	
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	28,954,191	1,017,129	641,745	5/27/2019	O	5/26/2024	
4600003666	HENKELS & MCCOY INC PO BOX 1742 YORK, PA 17405 US	OPGW-CONSTRUCTION	C	B	8	F	N	4		13,250,000	0	0	13,250,000	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	2,182,868	2,182,868	21,067,132	6/21/2019	O	6/20/2024	
4600003668	MICHELS POWER INC DBA FOR M10 INC 1775 E SHADY LN NEENAH, WI 54956 US	OPGW-CONSTRUCTION	C	B	8	F	N	4		33,250,000	61,969	61,969	33,188,031	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	3,885,774	3,885,774	19,364,226	6/21/2019	O	6/20/2024	

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4600003670	PINTO CONSTRUCTION SERVICES INC 132 DINGENS ST BUFFALO, NY 14210-2308 US	UNDERGROUND UTILITY REPAIRS	C	B			N	N	2		175,000	164,912	164,912	10,088	6/21/2019	C		7/31/2020
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	236,184	200,870	513,816	8/1/2019	O	7/31/2022	
4600003672	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	MICROWAVE PROJECT	C	B			N	N	2		9,504,654	771,210	771,210	8,733,444	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	594,271	594,271	2,572,159	7/1/2019	O	12/31/2022	
4600003674	M ARTHUR GENSLER 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	84,693	84,693	1,165,307	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	1,610,699	1,610,699	43,389,301	7/31/2019	O	7/30/2039	
4600003678	UPSTATE METROLOGY INC 6388 NIVER RD CONESUS, NY 14435-9514 US	TEST EQUIPMENT CALIBRATION SERVICES	S	B	5	N	N	1		10,000	6,280	2,262	3,720	7/8/2019	C		7/7/2020
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	891,050	829,850	4,108,950	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	60,412	60,412	4,939,588	7/20/2019	O	7/19/2024	
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	643,680	434,160	856,320	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	9,253,324	8,546,449	16,346,676	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	291,032	291,032	1,185,468	8/9/2019	O	8/8/2024	

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4600003686	HEXAGON PPM DBA FOR INTERGRAPH CORP 305 INTERGRAPH WAY MADISON, AL 35758-7567 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP	P	B		F	N	42		457,461	317,569	33,869	139,892	7/24/2019	O	10/22/2022	
4600003687	SENTEC PROMOTIONS INC DBA SUSIE SPECIALTIES 24 LAWRENCE LANE WILLIAMSVILLE, NY 14221 US	PROMOTIONAL ITEMS	E	B		N	N	5		3,500,000	475,444	59,490	3,024,556	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	86,650	86,650	913,350	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	
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	1,304	1,304	498,696	7/29/2019	O	7/28/2026	
4600003693	THE STATE GROUP INDUSTRIAL (USA) 100 STRADTMAN ST BUFFALO, NY 14206-2666 US	DESIGN, FABRICATE, INSTALL PENSTOCK PLATFORM	C	B		N	N	3		69,449,446	3,838,667	3,838,667	65,610,779	8/1/2019	O	8/1/2033	
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	336,081	278,201	413,919	8/1/2019	O	7/31/2022	
4600003695	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PUMP SERVICE AND REPAIRS	S	B		F	N	2		5,000,000	59,960	25,829	4,940,040	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	21,710	7,950	278,290	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	228,039	228,039	4,771,961	8/12/2019	O	8/11/2024	
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	157,271	52,755	419,794	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	144,566	137,169	230,434	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	41,074	41,074	89,593	9/3/2019	O	8/31/2021	

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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	13,500	13,500	117,167	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	14,500	9,300	116,167	9/3/2019	O	8/31/2021	
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	166,916	166,916	2,333,084	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	10,874	8,683	189,126	9/5/2019	O	9/4/2022	
4600003708	HAUGLAND ENERGY GROUP LLC 336 S SERVICE RD MELVILLE, NY 11747-3232 US	GENERAL ELECTRICAL SERVICES	S	B			N	N	3		2,500,000	0	0	2,500,000	9/5/2019	O	9/4/2024	
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		1,827,234	969,404	795,213	857,830	7/15/2019	O	7/14/2022	
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	84,800	84,800	2,415,200	9/10/2019	O	9/9/2024	
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		7,458,237	1,477,800	1,477,800	5,980,437	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	1,033,069	713,516	1,966,931	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		250,000	0	0	250,000	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		250,000	0	0	250,000	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	
4600003724	AKIMEKA LLC 901 NORTH LAKE DESTINY RD STE 151 MAITLAND, FL 32751-4889 US	ELECTRICAL TRANSPORTATION PROGRAM CONSULTING SERVICES	P	B		F	N	18		200,000	0	0	200,000	1/3/2020	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	
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	42,600	42,600	2,457,400	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	10,303	5,816	189,697	9/23/2019	O	9/22/2022	
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	1,184,163	1,184,163	1,815,837	7/15/2019	O	7/14/2022	
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	
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	875,297	692,997	2,124,703	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		563,152	551,535	551,535	11,617	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 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 US	ENGINEERING SUPPORT FOR ADVANCED GRID INNOVATION LAB (AGILE)	A	B		N	N	14		2,500,000	134,438	65,864	2,365,562	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	279,686	273,809	970,314	10/30/2019	O	9/30/2024	

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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	337,330	193,593	412,670	10/2/2019	O	10/1/2024	
4600003736	DELOITTE CONSULTING LLP 30 ROCKEFLLER PLAZA NEW YORK, NY 10112-0015 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		3,000,000	301,281	301,281	2,698,719	7/15/2019	O	7/14/2022	
4600003737	MARATHON MEDICAL CORPORATION 3251 LEWISTON ST AURORA, CO 80011-1530 US	GLOVES, ARC FLASH RATED	E	B		N	02	2		750,000	194,654	158,943	555,346	10/3/2019	O	10/2/2024	
4600003738	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026 US	TRANSMISSION EMERGENCY REPONSE PROGRAM MATERIALS	E	B		F	N	3		250,000	0	0	250,000	1/1/2020	O	12/31/2022	
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	1,123,031	1,123,031	1,876,969	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	144,223	142,173	855,777	9/16/2019	O	9/15/2024	
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	C		1/8/2020
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	44,709	44,709	5,291	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	29,280	28,322	70,720	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		3,819,735	2,619,735	2,619,735	1,200,000	7/15/2019	O	7/14/2022	
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	59,148	59,148	2,024,185	11/1/2019	O	10/31/2024	

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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	83,151	83,151	16,849	10/22/2019	C		10/21/2020
4600003749	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	CONSULTING SUPPORT SERVICES	P	B		N	N	23		1,560,141	1,188,186	1,188,186	371,955	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	85,019	85,019	1,998,314	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	94,198	94,198	1,989,135	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	40,066	40,066	2,043,267	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	61,525	61,525	2,021,808	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 100 GREAT OAKS BVLD STE 126 ALBANY, NY 12203-7914 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	491,321	491,321	2,508,679	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	

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4600003763	BURNS & MCDONNELL ENGINEERING 9400 WARD PARKWAY KANSAS CITY, MO 64114 US	DESIGN, FABRICATION AND INSTALLATION OF THE ICS AS WELL AS THE BACKUP CONTROL ROOM AND CONTROL ROOM UPGRADE @ RMNPP	C	B		F	N	3		134,000,000	16,274,232	15,161,692	117,725,768	8/8/2019	O	8/8/2033	
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	139,488	139,488	101,000	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	312,800	312,800	100,875	10/29/2019	O	10/28/2024	
4600003766	CORE FACILITY SERVICES LLC 150 E 42ND ST - RM 701 NEW YORK, NY 10017-5688 US	ADMINISTRATION SERVICES OF OPERATING ENGINEERS	S	B		N	N	2		9,250,000	1,219,366	1,219,366	8,030,634	1/22/2020	O	1/21/2025	
4600003767	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	RAINWEAR, ARC FLASH RATED	E	B		N	N	4		750,000	180,154	180,154	569,846	11/5/2019	O	11/6/2024	
4600003768	FIRSTLINE LOCKSMITH LLC 2277 ROUTE 33 STE 406 HAMILTON, NJ 08690-1700 US	LOCKSMITH SERVICE	S	B		N	N	2		100,000	6,768	6,768	93,232	11/5/2019	C		11/4/2020
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	442,409	441,772	237,591	11/5/2019	O	11/4/2022	
4600003770	CAREY & WALSH INC 529 N STATE RD - PO BOX 2529 BRIARCLIFF MANOR, NY 10510 US	ON-CALL HEATING, VENTILATION AND AIR CONDITIONING SERVICES	S	B		N	01	2		750,000	97,802	97,802	652,198	10/1/2019	O	9/30/2024	
4600003771	BAYSIDE REFRIGERATION, INC D/B/A AIRLOGIX 24-26 46TH STREET ASTORIA, NY 11103-1008 US	ON-CALL HEATING, VENTILATION AND AIR CONDITIONING SERVICES	S	B		N	03	2		750,000	67,275	67,275	682,725	10/1/2019	O	9/30/2024	
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	70,657	70,657	29,343	11/6/2019	C		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	20,146	20,146	129,854	11/6/2019	C		11/5/2020
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	
4600003775	ACME INDUSTRIAL INC 326-328 FRONT ST STATEN ISLAND, NY 10304 US	GENERAL MAINTENANCE SERVICES	S	B		N	01	3		4,000,000	1,009,534	1,009,534	2,990,466	11/14/2019	O	11/13/2024	

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4600003776	ROBERT HALF INTERNATIONAL INC 2613 CAMINO RAMON SAN RAMON, CA 94583-4289 US	PERMANENT STAFF RECRUITING	S	B		F	N	27		200,000	15,000	15,000	185,000	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	177,007	177,007	572,993	11/12/2019	O	10/31/2024	
4600003778	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	GENERAL CULTURAL RESOURCES SERVICES	P	B		N	N	10		350,000	5,180	5,180	344,820	3/1/2020	O	2/28/2024	
4600003779	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	GENERAL CULTURAL RESOURCES SERVICES	P	B		N	N	10		350,000	0	0	350,000	3/1/2020	O	2/28/2024	
4600003780	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	GENERAL CULTURAL RESOURCES SERVICES	P	B		N	N	10		350,000	0	0	350,000	3/1/2020	O	2/28/2024	
4600003781	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	GENERAL CULTURAL RESOURCES SERVICES	P	B		N	03	10		350,000	0	0	350,000	3/1/2020	O	2/28/2024	
4600003782	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	GENERAL CULTURAL RESOURCES SERVICES	P	B		N	03	10		350,000	0	0	350,000	3/1/2020	O	2/28/2024	
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	80,000	80,000	670,000	12/11/2019	O	10/31/2024	
4600003784	CHARGEPOINT INC 254 E HACIENDA AVE CAMPBELL, CA 95008-6617 US	FURNISH, DELIVER, INSTALL,SERVICE, MAINTAIN, AND WARRANTY EVSE	E	B		F	N	26		6,500,000	0	0	6,500,000	2/21/2020	O	11/14/2023	
4600003785	CLIPPERCREEK INC 11850 KEMPER RD STE E AUBURN, CA 95603-9013 US	FURNISH, DELIVER, INSTALL,SERVICE, MAINTAIN, AND WARRANTY EVSE	E	B		F	N	26		6,500,000	0	0	6,500,000	2/18/2020	O	11/14/2023	
4600003786	VOLKSWAGEN GROUP OF AMERICA INC DBA ELECTRIFY AMERICA LLC 2003 EDMUND HALLEY DR STE 200 RESTON, VA 20191-3498 US	FURNISH, DELIVER, INSTALL, SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		F	N	26		15,000,000	0	0	15,000,000	1/13/2020	O	11/14/2023	
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	
4600003788	FREEWIRE TECHNOLOGIES 1933 DAVIS ST STE 234 SAN LEANDRO, CA 94577-1263 US	FURNISH, DELIVER, AND WARRANTY EVSE	E	B		F	N	26		6,500,000	0	0	6,500,000	1/6/2020	O	11/14/2023	
4600003789	HELIOX TECHOLOGY INC 160 GREENTREE DR STE 101 DOVER, DE 19904-7620 US	FURNISH, DELIVER, INSTALL,SERVICE, MAINTAIN, AND WARRANTY EVSE	C	B		F	N	26		6,500,000	0	0	6,500,000	2/3/2020	O	11/14/2023	

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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		10,000,000	482,414	482,414	9,517,586	12/16/2019	O	11/14/2023	
4600003793	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	FURNISH, DELIVER, AND WARRANTY OVERHEAD BUS CHARGERS EVSE	E	B			F	N	26		6,500,000	0	0	6,500,000	2/20/2020	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	276,379	276,379	383,621	11/5/2019	O	11/4/2022	
4600003797	INFOJINI INC PMB #115 344 GROVE ST JERSEY CITY, NJ 07303-5923 US	PERMANENT STAFF RECRUITING	S	B			F	N	27		200,000	23,400	23,400	176,600	11/13/2019	O	11/12/2022	
4600003798	MARUBENI AMERICA CORPORATION REPRESENTED BY TEAMEX CORP 375 LEXINGTON AVE NEW YORK, NY 10017-5644 US	FURNISH, DELIVER, AND WARRANTY EVSE AND NETWORK SOFTEWARE	E	B			N	N	26		6,500,000	0	0	6,500,000	1/22/2020	O	11/14/2023	
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	04	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	
4600003802	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	SWITCHYARD LIFE EXTENSION	C	B			N	N	2		29,447,000	9,554,661	9,554,661	19,892,339	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, OÖ 8160 AT	SMART PATH - MA1 MA2 LINE HARDWARE - FURNISH AND DELIVER	E	B			F	N	7		2,810,276	647,044	647,044	2,163,232	12/16/2019	O	8/5/2024	

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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	141,841	141,841	608,159	12/4/2019	O	12/3/2024	
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		200,000,000	24,967,069	24,967,069	175,032,931	12/11/2019	O	12/10/2026	
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		75,000,000	17,026,122	17,026,122	57,973,878	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	33,599	33,599	49,966,401	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		80,000,000	492,894	492,894	79,507,106	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	2,903,349	2,903,349	47,096,651	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		25,000,000	0	0	25,000,000	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	4,000	4,000	49,996,000	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	

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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		25,000,000	0	0	25,000,000	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		25,000,000	24,620	24,620	24,975,380	12/11/2019	O	12/10/2026	
4600003825	ENERGY SYSTEMS GROUP LLC SUBSIDARY 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	
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	
4600003827	SISU ENERGY & ENVIRONMENTAL SUITE 1005 5801 E 41ST STREET TULSA, OK 74135 US	CATALYST ENGINEERING SERVICES	S	B		F	N	1		4,903,123	616,765	616,765	4,286,358	8/29/2019	O	8/28/2024	
4600003828	UNDERGROUND SYSTEMS INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	UNDERGROUND TRANSMISSION LINES ASSESSMENT	P	B		F	N	8		981,349	0	0	981,349	1/9/2020	O	1/8/2023	
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	
4600003830	JOHNSON CONTROLS FIRE PROTECTION LP DBA FOR TYCO FIRE & SECUITY MGMT IN 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE PROTECTION SYSTEM MAINTENANCE	S	B		N	N	2		500,000	57,451	57,451	442,549	1/1/2020	O	12/31/2024	
4600003831	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 3940 GLENBROOK DR HAILEY, ID 83333-8446 US	UNDERGROUND TRANSMISSION LINES ASSESSMENT	P	B		F	N	8		702,879	91,699	91,699	611,180	1/9/2020	O	1/8/2023	
4600003832	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	UNDERGROUND TRANSMISSION LINES ASSESSMENT	P	B		N	N	8		394,506	0	0	394,506	1/9/2020	O	1/8/2023	

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4600003833	CASELLA WASTE MNGMNT OF NY INC DBA NORTHERN SANITATION INC 67 CARBIDE RD PLATTSBURGH, NY 12901-5905 US	REFUSE SERVICES	S	B	5	N	N	1		20,000	3,982	3,982	16,018	2/15/2020	O	2/14/2023	
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	549,708	549,708	950,292	12/17/2019	O	12/31/2024	
4600003836	BOKLAND CUSTOM VISUALS 122 INDUSTRIAL PARK RD ALBANY, NY 12206-2062 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	13		772,727	0	0	772,727	1/1/2020	O	12/31/2024	
4600003837	MEDIAGRAPHICS INC 152 NEW JERSEY AVE ABSECON, NJ 08201-2434 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		F	N	13		772,727	14,345	14,345	758,382	1/1/2020	O	12/31/2024	
4600003838	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	13		772,727	127,530	127,530	645,197	1/1/2020	O	12/31/2024	
4600003839	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	13		772,727	72,228	72,228	700,499	1/1/2020	O	12/31/2024	
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	147,677	147,677	1,852,323	12/27/2019	O	12/26/2024	
4600003841	THE PAIGE GROUP 258 GENESEE ST STE 204 UTICA, NY 13502-4623 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	03	13		772,727	42,290	42,290	730,437	1/1/2020	O	12/31/2024	
4600003842	THE VISUAL BRAND LLC 24 WHITNEY ST WESTPORT, CT 06880-3735 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		F	N	13		772,727	69,762	69,762	702,965	1/1/2020	O	12/31/2024	
4600003843	R6CATALYST LLC 23 DAWSON AVE WEST ORANGE, NJ 07052-2307 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		F	04	13		772,727	0	0	772,727	1/1/2020	O	12/31/2024	
4600003844	THE MARINO ORGANIZATION DBA MARINO 747 3RD AVE FL 18 NEW YORK, NY 10017-2879 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	13		772,727	0	0	772,727	1/1/2020	O	12/31/2024	
4600003845	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		40,000,000	2,600,422	2,600,422	37,399,578	1/2/2020	O	12/31/2024	

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4600003846	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		12,000,000	179,916	179,916	11,820,084	1/2/2020	O	12/31/2024	
4600003847	JACOBS ENGINEERING NEW YORK INC DBA JACOBS PROJECT MANAGEMENT CO 500 7TH AVE 17TH FLOOR NEW YORK, NY 10018-4502 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		12,000,000	134,415	134,415	11,865,585	1/2/2020	O	12/31/2024	
4600003848	JINGOLI POWER LLC 100 LENOX DR STE 100 LAWRENCEVILLE, NJ 08648-2332 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		15,000,000	991,606	991,606	14,008,394	1/2/2020	O	12/31/2024	
4600003849	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 3940 GLENBROOK DR HAILEY, ID 83333-8446 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		15,000,000	0	0	15,000,000	1/2/2020	O	12/31/2024	
4600003850	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	PROGRAM PROJECT MANAGEMENT	P	B		N	N	25		15,000,000	0	0	15,000,000	1/2/2020	O	12/31/2024	
4600003851	ESSENSE PARTNERS DBA AKASAKA ENTERPRISES 125 PARK AVE - FL 25 NEW YORK, NY 10017-5550 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	04	13		772,727	0	0	772,727	1/1/2020	O	12/31/2024	
4600003852	CALL OF THE LOON PRODUCTIONS 104 ASPEN ST LIVERPOOL, NY 13088-5102 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	03	13		772,727	0	0	772,727	1/1/2020	O	12/31/2024	
4600003853	STANTON COMMUNICATIONS INC 45 ROCKEFELLER PLZ STE 2000 NEW YORK, NY 10111-3193 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	13		772,727	0	0	772,727	1/1/2020	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		1,799,760	445,133	445,133	1,354,627	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		1,048,595	149,100	149,100	899,495	12/12/2019	O	12/11/2022	
4600003857	PLUG'N DRIVE COALITION OF ONTARIO UNIT 1 1126 FINCH AVENUE WEST NORTH YORK, ON M3J 3J6 CA	EV MODEL COMMUNITIES	P	B		N	N	24		1,700,000	24,835	24,835	1,675,165	1/8/2020	O	1/7/2023	
4600003858	GRANITE POWER INC 550 W VAN BUREN ST STE 1150 CHICAGO, IL 60607-3827 US	MATERIAL MANAGEMENT SERVICES	C	B		F	N	5		11,122,740	3,151,416	3,151,416	7,971,324	1/8/2020	O	10/13/2024	
4600003859	WINOLA INDUSTRIAL INC 5790 MISLEVY RD FACTORYVILLE, PA 18419-7852 US	WORKING LADDERS	E	B		F	N	2		1,567,200	476,980	476,980	1,090,220	1/31/2020	O	1/30/2025	

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4600003860	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	EEL LADDER OPERATING, MAINTAINING AND MONITORING SERVICES	S	B		N	N	1		600,000	88,938	88,938	511,062	1/15/2020	O	12/31/2024	
4600003861	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ENGINEERING BRIDGE INSPECTION	P	B		N	N	5		666,666	0	0	666,666	1/1/2020	O	12/31/2024	
4600003862	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ENGINEERING BRIDGE INSPECTION	P	B		N	N	5		666,666	136,064	136,064	530,602	1/1/2020	O	12/31/2024	
4600003863	RFJ INSULATION CONTRACTOR INC 232-C ORINOCO DR BRIGHTWATERS, NY 11718 US	INSULATION SERVICES	S	B		F	N	3		5,000,000	506,018	506,018	4,493,982	1/30/2020	O	1/29/2025	
4600003864	STELLA JONES CORP 1640 MARC AVE TACOMA, WA 98421-2939 US	WOOD POLES	E	B		F	N	2		1,427,415	80,485	80,485	1,346,930	1/20/2020	O	6/27/2022	
4600003866	MJ ENGINEERING & LAND SURVEYING 1533 CRESCENT RD CLIFTON PARK, NY 12065-7701 US	ENGINEERING BRIDGE INSPECTION	P	B		N	N	5		666,666	0	0	666,666	1/22/2020	O	12/31/2024	
4600003867	WASTE-STREAM INC CASELLA RESOURCE SOLUTIONS 472 W PARISHVILLE RD POTSDAM, NY 13676-3474 US	DISPOSAL OF TREATED WOOD POLES	S	B		N	N	2		1,000,000	69,156	69,156	930,844	1/23/2020	O	1/22/2025	
4600003868	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	3		5,000,000	131,229	131,229	4,868,771	2/1/2020	O	1/31/2025	
4600003869	CLARKSON UNIVERSITY 8 CLARKSON AVE POTSDAM, NY 13699 US	CLIMATE CHANGE EDUCATION PARTNERSHIP WITH ACADEMIC INSTITUTION	P	B		N	N	2		1,000,000	0	0	1,000,000	1/23/2020	O	1/22/2025	
4600003870	CORNELL UNIVERSITY OFFICE OF SPONSORED PROGARMS 373 PINE TREE RD ITHACA, NY 14850-2820 US	CLIMATE CHANGE EDUCATION PARTNERSHIP WITH ACEDEMIC INSTITUTION	P	B		N	N	2		1,000,000	0	0	1,000,000	1/23/2020	O	1/22/2025	
4600003871	COLLIBRA INC 61 BROADWAY FL 31 NEW YORK, NY 10006-2803 US	DATA GOVERNANCE AND INTEGRATION TOOLS	E	B		N	N	20		2,000,000	337,845	337,845	1,662,155	1/23/2020	O	1/15/2023	
4600003872	MPW INDUSTRIAL WATER SERVICES INC DBA FOR MPW INDUSTRIAL SERVICES GRO 9711 LANCASTER RD SE HEBRON, OH 43025-9764 US	DEMINERALIZED WATER TRAILERS	E	B		F	N	3		5,000,000	339,156	339,156	4,660,844	2/1/2020	O	1/31/2025	

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4600003873	BSI SERVICES & SOLUTIONS (NYC) INC CREATIVE ENVIRONMENT SOLUTIONS 141 W 36TH ST FL 3 NEW YORK, NY 10018-6927 US	GAP ANALYSIS OF SAFETY MANAGEMENT SYSTEM	P	B		N	N	13		143,510	0	0	143,510	1/31/2020	O	1/30/2021	
4600003875	SYNCSORT INC 1700 DISTRICT AVE STE 300 BURLINGTON, MA 01803-5231 US	DATA GOVERNANCE AND INTEGRATION TOOLS	E	B		N	N	20		2,000,000	818,814	818,814	1,181,186	2/3/2020	O	1/16/2023	
4600003876	COI ENERGY SERVICES INC 10 HUDSON YARDS FL 48 NEW YORK, NY 10001-2161 US	DEMAND RESPONSE SERVICES	P	B		N	N	12		500,000	16,275	16,275	483,725	2/4/2020	O	6/30/2021	
4600003877	ENBALA POWER NETWORKS (USA) INC #007 3000 LAWRENCE ST DENVER, CO 80205-3422 US	DEMAND RESPONSE SERVICES	P	B		N	N	12		1,500,000	15,663	15,663	1,484,337	4/1/2020	O	3/31/2024	
4600003878	SKDKNICKERBOCKER LLC STAGWELL MEDIA LP 1150 18TH ST NW STE 800 WASHINGTON, DC 20036-3845 US	CANALS PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS	P	B		N	N	10		1,000,000	566,263	566,263	433,737	3/1/2020	O	2/28/2025	
4600003879	GENUINE PARTS COMPANY PO BOX 409043 ATLANTA, GA 30384-9043 US	FLEET PARTS	E	B		N	N	2		3,500,000	46,592	46,592	3,453,408	4/1/2020	O	3/31/2027	
4600003881	NYE AUTOMOTIVE GROUP INC 1479 GENESEE ST ONEIDA, NY 13421 US	FLEET PARTS	E	B		N	N	2		500,000	0	0	500,000	2/14/2020	O	2/13/2027	
4600003882	ARCH STREET COMMUNICATIONS INC 31 MAMARONECK AVE - STE 400 WHITE PLAINS, NY 10601-3378 US	CANAL PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS	P	B		N	03	10		1,000,000	0	0	1,000,000	3/1/2020	O	2/28/2025	
4600003883	HO PENN MACHINERY CO INC 122 NOXON RD POUGHKEEPSIE, NY 12603-2940 US	FUEL	S	B		N	N	1		500,000	88,084	88,084	411,916	2/11/2020	O	2/10/2021	
4600003884	RAMBOLL AMERICAS INTEGRATED SOLUTIONS INC 333 W WASHINGTON ST SYRACUSE, NY 13202-9203 US	IMPLEMENTATION CONTRACTORS FOR ENERGY SERVICES PROGRAM STATEWIDE	C	B		N	N	23		50,000,000	5,751,832	5,751,832	44,248,168	12/11/2019	O	12/10/2026	
4600003885	EDM INTERNATIONAL INC 4001 AUTOMATION WAY FORT COLLINS, CO 80525-3479 US	MAINTENANCE OF SAGOMETER CONDUCTORS	P	1	8	N	N	1		116,250	23,250	23,250	93,000	4/1/2020	O	3/31/2025	
4600003886	BBG&G ADVERTISING INC 3020 ROUTE 207 SUITE 101 CAMPBELL HALL, NY 10916-2232 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS	P	B		N	N	10		1,000,000	0	0	1,000,000	3/1/2020	O	2/28/2025	
4600003887	PUBLIC UTILITIES MAINTENANCE INC 212-26 99TH AVE QUEENS VILLAGE, NY 11429 US	TRANSMISSION STEEL TOWER PROJECT	C	B		N	N	1		20,232,110	0	0	20,232,110	2/20/2020	O	12/31/2023	

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4600003888	AMPCUS INC 14900 CONFERENCE CENTER DR STE 500 CHANTILLY, VA 20151-3840 US	IT CONTINGENT STAFFING	W	B		F	N	54		2,400,000	0	0	2,400,000	6/1/2020	O	5/31/2023	
4600003889	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	IT CONTINGENT STAFFING	W	B		N	04	54		2,733,432	355,091	355,091	2,378,341	6/1/2020	O	5/31/2023	
4600003890	JUDGE TECHNICAL SERVICES INC DBA JUDGE TECHNICAL STAFFING 151 S WARNER RD STE 100 WAYNE, PA 19087-2127 US	IT CONTINGENT STAFFING	W	B		F	N	54		2,400,000	0	0	2,400,000	6/1/2020	O	5/31/2023	
4600003891	LANCESOFT INC 13454 SUNRISE VALLEY DR - STE 120 HERNDON, VA 20171-3278 US	IT CONTINGENT STAFFING	W	B		F	N	54		2,400,000	0	0	2,400,000	6/1/2020	O	5/31/2023	
4600003892	TRIGYN TECHNOLOGIES INC 100 METROPLEX DR - STE 101 EDISON, NJ 08817-2684 US	IT CONTINGENT STAFFING	W	B		F	N	54		2,400,000	77,756	77,756	2,322,244	6/1/2020	O	5/31/2023	
4600003893	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	IT CONTINGENT STAFFING	W	B		N	04	54		2,400,000	64,823	64,823	2,335,177	6/1/2020	O	5/31/2023	
4600003894	VTECH SOLUTION INC 1100 H ST NW - STE 750 WASHINGTON, DC 20005-5479 US	IT CONTINGENT STAFFING	W	B		F	N	54		2,400,000	0	0	2,400,000	6/1/2020	O	5/31/2023	
4600003895	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	HEADGATE SYSTEM UPGRADES	C	B		N	N	2		3,908,700	0	0	3,908,700	3/3/2020	O	12/31/2024	
4600003896	E-J ELECTRIC T&D LLC 53 N PLAINS INDUSTRIAL RD WALLINGFORD, CT 06492-5808 US	STATEWIDE LED STREET LIGHT OPERATION AND MAINTENANCE	S	B		N	N	3		15,000,000	0	0	15,000,000	3/3/2020	O	3/2/2025	
4600003898	ELECTRIC CAR INSIDER DBA FOR CHRISTOPHER ALAN 9740 CAMPO RD SPRING VALLEY, CA 91977-1415 US	EV MODEL COMMUNITY PROGRAM	P	B		N	N	24		820,000	0	0	820,000	3/14/2020	O	3/13/2023	
4600003899	LOWE & PARTNERS WORLWIDE INC CAMPBELL EWALD NY 386 PARK AVE S FL 15 NEW YORK, NY 10016-8833 US	EVOLVE MARKETING SERVICES	P	B		N	N	14		6,000,000	586,277	586,277	5,413,723	3/14/2020	O	3/13/2023	
4600003900	STRUCTURAL INTEGRITY ASSOCIATES INC 5215 HELLYER AVE SAN JOSE, CA 95138-1025 US	HIGH ENERGY PIPING ASSESSMENT SERVICES	S	B		F	N	1		900,000	0	0	900,000	3/3/2020	O	3/2/2021	
4600003901	GE PACKAGED POWER LLC DBA FOR GENERAL ELECTRIC CO 16415 JACINTOPORT BLVD BLDG "B" HOUSTON, TX 77015 US	LM6000 ENGINE MAINTENANCE	S	B		F	N	2		80,000,000	3,861,896	3,861,896	76,138,104	3/23/2020	O	3/22/2030	

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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	82,170	82,170	49,917,830	12/11/2019	O	12/10/2026	
4600003905	COGENT INFOTECH CORPORATION 1035 BOYCE RD STE 108 PITTSBURGH, PA 15241-3932 US	IT CONTINGENT STAFFING	W	B		F	07	54		28,000,000	88,098	88,098	27,911,902	6/1/2020	O	5/31/2023	
4600003907	CROSSFIRE CONSULTING CORP 1940 COMMERCE ST YORKTOWN HEIGHTS, NY 10598-4428 US	IT CONTINGENT STAFFING	W	B		N	N	54		28,000,000	0	0	28,000,000	6/1/2020	O	5/31/2023	
4600003908	EXPERIS US INC 99 PARK AVE - STE 1120 NEW YORK, NY 10016-1601 US	IT CONTINGENT STAFFING	W	B		N	N	54		28,000,000	0	0	28,000,000	6/1/2020	O	5/31/2023	
4600003909	INFOQUEST CONSULTING GROUP INC STE 106 68 CULVER RD MONMOUTH JUNCTION, NJ 08852-2820 US	IT CONTINGENT STAFFING	W	B		F	N	54		28,000,000	132,879	132,879	27,867,121	6/1/2020	O	5/31/2023	
4600003910	SPRUCE TECHNOLOGY STE G 1149 BLOOMFIELD AVE CLIFTON, NJ 07012-2314 US	IT CONTINGENT STAFFING	W	B		F	07	54		28,000,000	3,544	3,544	27,996,456	6/1/2020	O	5/31/2023	
4600003911	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	CONTINUOUS EMISSIONS MONITORING SERVICES	S	B		N	N	3		3,000,000	187,284	187,284	2,812,716	4/1/2020	O	3/31/2025	
4600003912	ENERGETIX CORPORATION 2000 N DREXEL BLVD OKLAHOMA CITY, OK 73107-3130 US	DRUG SCREENING	P	B		F	N	2		100,000	0	0	100,000	5/4/2020	O	5/3/2025	
4600003913	WALTER T GORMAN PE PC 99 TULIP AVE - STE 106 FLORAL PARK, NY 11001-1927 US	CODE COMPLIANCE AND PERMITTING SERVICES	S	B		N	N	2		500,000	72,560	72,560	427,440	5/1/2020	O	4/30/2025	
4600003915	AVIATION SERVICES UNLIMITED LLC PO BOX 629 ORISKANY, NY 13424 US	GENERAL HELICOPTER SERVICES	P	B		N	N	3		1,900,000	16,660	16,660	1,883,340	8/10/2020	O	8/9/2025	
4600003916	RIGHT BROTHER AVIATION DBA FOR RIGHT BROTHER AVIATION LLC 12100 ALLEN RD CHAFFEE, NY 14030-9417 US	GENERAL HELICOPTER SERVICES	P	B		N	N	3		2,000,000	0	0	2,000,000	8/10/2020	O	8/9/2025	
4600003917	SOUTH AMERICAN JETS LLC 3785 NW 82 AVE DORAL, FL 33166-6655 US	GENERAL HELICOPTER SERVICES	P	B		N	N	3		2,000,000	0	0	2,000,000	8/10/2020	O	8/9/2025	
4600003918	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	EMERGENCY ENVIRONMENTAL SERVICES	S	B		N	01	1		80,000	11,903	11,903	68,097	5/8/2020	O	5/7/2024	

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4600003919	HEALY ELECTRIC CONTRACTING INC 4 FISHER LANE WHITE PLAINS, NY 10603 US	ON-CALL ELECTRICAL SERVICES	S	B			N	N	1		5,000,000	0	0	5,000,000	6/1/2020	O	5/31/2025	
4600003920	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B	8	N	N	18		250,000	0	0	250,000	5/12/2020	O	5/11/2025	
4600003921	ISLAND OCCUPATIONAL MEDICAL RES 618 BROADWAY AMITYVILLE, NY 11701-2124 US	COVID 19 TESTING SERVICES	S	C	1	N	N	8		450,000	314,500	314,500	135,500	5/26/2020	O	5/25/2021	
4600003922	PROGRESSIVE PRIMARY CARE SOLUTIONS FIRST CALL SCREENERS 1 REYNOLDS ST ONEONTA, NY 13820-2017 US	COVID-19 TESTING SERVICES	S	C	1	N	N	8		73,000	11,790	11,790	61,210	5/26/2020	O	5/25/2021	
4600003923	WELLNOW URGENT CARE PO BOX 10459 ALBANY, NY 12201-5459 US	COVID-19 TESTING SERVICES	S	C	1	N	N	8		450,000	341,700	341,700	108,300	5/26/2020	O	5/25/2021	
4600003924	ROCKFLEET FINANCIAL SERVICES INC 420 LEXINGTON AVE RM 300 NEW YORK, NY 10170-0399 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B	8	N	N	18		5,000	0	0	5,000	5/12/2020	O	5/11/2025	
4600003926	JACKSON LEWIS PC 1 N BROADWAY FL 15 WHITE PLAINS, NY 10601-2310 US	LEGAL SERVICES	P	B			N	N	34		1,000,000	42,540	42,540	957,460	5/26/2020	O	5/25/2023	
4600003927	KATTEN MUCHIN ROSEMAN LLP 575 MADISON AVE NEW YORK, NY 10022-8508 US	LEGAL SERVICES	P	B			N	N	34		250,000	0	0	250,000	5/26/2020	O	5/25/2023	
4600003928	VAN NESS FELDMAN LLP 1050 THOMAS JEFFERSON ST NW WASHINGTON, DC 20007-3877 US	LEGAL SERVICES	P	B			F	N	34		2,000,000	629,644	629,644	1,370,356	5/26/2020	O	5/25/2023	
4600003929	BARCLAY DAMON LLP 125 E JEFFERSON ST SYRACUSE, NY 13202-2022 US	LEGAL SERVICES	P	B			N	N	34		560,000	12,371	12,371	547,629	5/26/2020	O	5/25/2023	
4600003930	GIBBONS P C 1 GATEWAY CTR - STE 300 NEWARK, NJ 07102-5321 US	LEGAL SERVICES	P	B			F	N	34		75,000	39,832	39,832	35,168	5/26/2020	O	5/25/2023	
4600003931	STINSON LLP 1201 WALNUT ST STE 2900 KANSAS CITY, MO 64106-2178 US	LEGAL SERVICES	P	B			F	N	34		168,000	17,349	17,349	150,651	5/26/2020	O	5/25/2023	
4600003932	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	LEGAL SERVICES	P	B			N	N	34		2,000,000	99,290	99,290	1,900,710	5/26/2020	O	5/25/2023	
4600003933	DENTONS US LLP 1900 K STREET NW STE 1000 WASHINGTON, DC 20006-1100 US	LEGAL SERVICES	P	B			F	N	34		250,000	176,033	176,033	73,967	5/26/2020	O	5/25/2023	
4600003934	FOX ROTHSCHILD LLP 101 PARK AVE - STE 1700 NEW YORK, NY 10178-0002 US	LEGAL SERVICES	P	B			N	N	34		600,000	262,736	262,736	337,264	5/26/2020	O	5/25/2023	

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4600003935	CREDIT AGRICOLE CORP & INVESTMENT 1301 AVENUE OF THE AMERICAS NEW YORK, NY 10019-6022 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B		N	N	18		2,560,000	120,000	120,000	2,440,000	6/12/2020	O	6/11/2025	
4600003936	HAWKINS DELAFIELD & WOOD LLP 7 WORLD TRADE CENTER NEW YORK, NY 10007-2140 US	LEGAL SERVICES	P	B		N	N	34		1,000,000	17,433	17,433	982,567	5/26/2020	O	5/25/2023	
4600003937	BENTLY NEVADA LLC BAKER HUGHES A GE COMPANY 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	CONDITION AND MONITORING ASSESSMENT	S	B		F	N	1		300,000	0	0	300,000	9/23/2020	O	9/22/2021	
4600003938	BOND SCHOENECK & KING PLLC PO BOX 11607 SYRACUSE, NY 13218-1607 US	LEGAL SERVICES	P	B		N	N	34		400,000	15,152	15,152	384,848	5/26/2020	O	5/25/2023	
4600003939	ABRAMS & ABRAMS LLP - 363 7TH AVE - 12TH FL NEW YORK, NY 10001-3904 US	LEGAL SERVICES	P	B		N	N	34		210,000	112,271	112,271	97,729	5/26/2020	O	1/5/2021	
4600003940	GUIDEHOUSE INC 1800 TYSONS BVLD #7 MCLEAN, VA 22102-4257 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B		N	N	18		5,000	0	0	5,000	6/12/2020	O	6/11/2025	
4600003941	BRYANT RABBINO LLP 650 5th AVE STE 3300 NEW YORK, NY 10019-6108 US	LEGAL SERVICES	P	B		N	04	34		22,000	12,000	12,000	10,000	5/26/2020	O	5/25/2023	
4600003942	BURGHERGRAY LLP 1350 BROADWAY RM 406 NEW YORK, NY 10018-0970 US	LEGAL SERVICES	P	B		N	N	34		30,000	0	0	30,000	5/26/2020	O	5/25/2023	
4600003943	CARTER LEDYARD & MILBURN 2 WALL ST NEW YORK, NY 10005 US	LEGAL SERVICES	P	B		N	N	34		54,550	0	0	54,550	5/26/2020	O	5/25/2023	
4600003944	DELLAVERSON PC 381 PARK AVE S RM 720 NEW YORK, NY 10016-8831 US	LEGAL SERVICES	P	B		N	N	34		160,000	20,000	20,000	140,000	5/26/2020	O	5/25/2023	
4600003945	DEVAPRASAD PLLC 119 WASHINGTON AVE ALBANY, NY 12210-2243 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003946	FRIED FRANK HARRIS SHRIVER & JACOBSON LLP 1 NEW YORK PLZ - FL 27 NEW YORK, NY 10004-1903 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003947	HARDWICK LAW FIRM LLC 14 WALL ST FL 20 NEW YORK, NY 10005-2123 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003948	NORTON ROSE FULBRIGHT US LLP 1301 AVENUE OF THE AMERICAS NEW YORK, NY 10019-6022 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003949	STOEL RIVES LLP 1150 18TH ST NW STE 325 WASHINGTON, DC 20036-3856 US	LEGAL SERVICES	P	B		F	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	

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4600003950	EME CONSULTING ENGINEERING GROUP LLC 129 W 27TH ST - FL 7 NEW YORK, NY 10001-6206 US	MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING SERVICES	S	B		N	N	18		250,000	0	0	250,000	6/29/2020	O	6/28/2025	
4600003951	ENSIGN ENGINEERING PC 1111 CALHOUN AVE BRONX, NY 10465-1800 US	MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING SERVICES	S	B		N	03	18		250,000	9,284	9,284	240,716	6/29/2020	O	6/28/2025	
4600003952	FELLENZER ENGINEERING LLP 22 MULBERRY ST STE 2A MIDDLETOWN, NY 10940-5741 US	MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING SERVICES	S	B		N	N	18		250,000	0	0	250,000	6/29/2020	O	6/28/2025	
4600003953	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	LEGAL SERVICES	P	B		N	N	34		60,000	6,783	6,783	53,217	5/26/2020	O	5/25/2023	
4600003954	ASSOCIATED FIRE PROTECTION 100 JACKSON ST PATERSON, NJ 07501-2806 US	ALARM AND FIRE PROTECTION SYSTEM	E	B		F	N	3		2,000,000	97,541	97,541	1,902,459	7/6/2020	O	7/5/2025	
4600003955	MINTZER MAUCH PLLC 290 MADISON AVE FL 4 NEW YORK, NY 10017-7728 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003957	GRUNAU COMPANY INC 8302 SOUTHERN BLVD BOARDMAN, OH 44512 US	ALARM AND FIRE PROTECTION SYSTEM	E	B		F	N	3		1,000,000	26,730	26,730	973,270	7/15/2020	O	7/14/2025	
4600003958	BLEAKLEY PLATT & SCHMIDT LLP 1 N LEXINGTON AVE WHITE PLAINS, NY 10601-1712 US	LEGAL SERVICES	P	B		N	N	34		85,000	19,377	19,377	65,623	5/26/2020	O	5/25/2023	
4600003959	JP MORGAN SECURITIES LLC 383 MADISON AVE NEW YORK, NY 10179-0001 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B		N	N	18		5,000	0	0	5,000	6/12/2020	O	6/11/2025	
4600003960	WL CONCEPTS & PRODUCTION 1 BENNINGTON AVE FREEPORT, NY 11520-3953 US	THE FABRICATION AND INSTALLATION OF CHARGING STATION BRANDING ELEMENTS	E	2	8	N	02	1		853,985	27,603	27,603	826,382	7/17/2020	O	7/16/2025	
4600003961	NOWAK INDUSTRIAL LLC 145 SUZETTE DR CHEEKTOWAGA, NY 14227-3701 US	PRE AND POST WELD HEAT TREATMENT AND CONTROL	C	B		N	02	2		1,979,055	0	0	1,979,055	8/17/2020	O	10/14/2035	
4600003962	BAKER BOTTS LLP 30 ROCKEFELLER PLZ NEW YORK, NY 10112-0015 US	LEGAL SERVICES	P	B		N	N	34		60,000	20,374	20,374	39,626	5/26/2020	O	5/25/2023	
4600003963	TROUTMAN PEPPER HAMILTON SANDERS formally TROUTMAN SANDERS LLP 600 PEACHTREE ST NE ATLANTA, GA 30308-2219 US	LEGAL SERVICES	P	B		F	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003964	SCHIFF HARDIN LLP 233 S WACKER DR STE 7100 CHICAGO, IL 60606-6446 US	LEGAL SERVICES	P	B		F	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	
4600003965	JENNER & BLOCK LLP 919 3RD AVE NEW YORK, NY 10022-3902 US	LEGAL SERVICES	P	B		N	N	34		10,000	0	0	10,000	5/26/2020	O	5/25/2023	

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4600003966	DAVINCISKY E&M 209 20TH ST N STE 135 BIRMINGHAM, AL 35203-3601 US	HELICOPTER SUPPORT SERVICES	P	B		F	N	3		4,500,000	252,766	252,766	4,247,234	8/1/2020	O	7/31/2025	
4600003967	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	LAND MANAGEMENT - ASSESSMENT AND EDUCATION	P	B		N	N	9		160,000	0	0	160,000	8/3/2020	O	7/31/2025	
4600003968	AMRO UNITED CORP DBA AMRO FORESTRY 2835 HICKORY ST WHITNEY POINT, NY 13862-1904 US	LAND MANAGEMENT - ASSESSMENT AND EDUCATION	P	B		N	N	9		160,000	0	0	160,000	8/4/2020	O	7/31/2025	
4600003969	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	ON-CALL CRANE MAINTENANCE AND REPAIR SERVICES	M	B		N	N	3		4,250,000	0	0	4,250,000	9/11/2020	O	12/31/2024	
4600003970	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	ON-CALL CRANE MAINTENANCE AND REPAIR SERVICES	M	B		F	N	3		4,250,000	0	0	4,250,000	9/11/2020	O	12/31/2024	
4600003971	BOLTTECH MANNINGS INC 311 W MAIN ST ROCKAWAY, NJ 07866-3317 US	PRE AND POST WELD HEAT TREATMENT AND CONTROL	C	B		F	N	2		1,334,513	0	0	1,334,513	8/17/2020	O	10/14/2035	
4600003972	COMPOSITE TECHNOLOGY & INFRASTRUCTURE LLC BLD C-6 166 COEYMANS INDUSTRIAL PAR COEYMANS, NY 12045 US	ABATEMENT CLEANING OF LEAD CONTAINING PAINT AND PRIMING	C	B		N	N	2		2,266,643	0	0	2,266,643	8/17/2020	O	10/14/2035	
4600003973	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	ABATEMENT CLEANING OF LEAD CONTAINING PAINT AND PRIMING	C	B		N	N	2		2,709,182	0	0	2,709,182	8/17/2020	O	10/14/2035	
4600003974	MILLER AEROSPACE COMPANY LLC DBA MAC AIR 1019 JAMESON PL COVINGTON, LA 70433-6420 US	HELICOPTER SUPPORT SERVICES	P	B		F	N	3		4,500,000	0	0	4,500,000	8/12/2020	O	8/11/2025	
4600003975	GRAYBAR ELECTRIC CO INC 800 HUYLER ST TETERBORO, NJ 07608 US	DIRECT INSTALL LIGHTING PROJECT - STATEWIDE	C	B	7	F	N	1		10,000,000	0	0	10,000,000	12/2/2020	O	1/31/2023	
4600003976	ICF RESOURCES LLC 9300 LEE HIGHWAY FAIRFAX, VA 22031-6050 US	ENERGY ENVIRONMENT POLICY DEVELOPMENT	P	B		N	N	20		1,000,000	0	0	1,000,000	8/1/2020	O	7/31/2025	
4600003977	BASSON TRADING LLC DBA ALADON 908 RABBIT RUN WILMINGTON, NC 28409-2206 US	FACILITATOR MENTORING SERVICES	P	B		F	N	2		2,750,000	49,375	49,375	2,700,625	8/24/2020	O	8/23/2025	
4600003978	TRUVIEW BSI LLC 390 RXR PLAZA UNIONDALE, NY 11556-0390 US	BACKGROUND SCREENING SERVICES	P	B		N	02	3		2,500,000	0	0	2,500,000	8/24/2020	O	8/23/2025	

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4600003979	ADVANCED AUTOMATION CORPORATION 201 MILL ST ROME, NY 13440-6955 US	FINANCIAL ADVISORY SERVICES FOR ENERGY PROJECTS	P	B		N	N	18		5,000	0	0	5,000	6/12/2020	O	6/11/2025	
4600003980	IGNITION COACHING LLC DBA FOR KULVINDER KAUR JASWAL PO BOX 634 RYE, NY 10580-0634 US	PROFESSIONAL COACHING SERVICES	P	B		N	N	10		208,333	0	0	208,333	9/14/2020	O	9/13/2023	
4600003981	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180-HILLCREST II BLUE BELL, PA 19422-1977 US	PROFESSIONAL COACHING SERVICES	P	B		F	N	10		208,333	0	0	208,333	9/14/2020	O	9/13/2023	
4600003982	IMPACT LEARNING & DEVELOPMENT INC 18 W PUTMAN AVE GREENWICH, CT 06830-5341 US	PROFESSIONAL COACHING SERVICES	P	B		F	N	10		208,333	0	0	208,333	9/14/2020	O	9/13/2023	
4600003983	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	CLIMATE REGISTRY VERIFICATION	P	M	8	N	02	1		104,000	0	0	104,000	9/2/2020	O	8/31/2021	
4600003984	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	ON-CALL MAINTENANCE SERVICES	M	B		N	N	2		25,000,000	342,530	342,530	24,657,470	10/1/2020	O	9/30/2025	
4600003997	ISLAND OCCUPATIONAL MEDICAL RES 618 BROADWAY AMITYVILLE, NY 11701-2124 US	COVID-19 TESTING SERVICES	S	C	1	N	N	5		597,700	0	0	597,700	9/17/2020	O	9/16/2021	
4600003998	WELLNOW URGENT CARE PO BOX 10459 ALBANY, NY 12201-5459 US	COVID-19 TESTING SERVICES	S	C	1	N	N	5		400,000	0	0	400,000	9/18/2020	O	9/17/2021	
4600004000	E-J ELECTRIC T&D LLC 53 N PLAINS INDUSTRIAL RD WALLINGFORD, CT 06492-5808 US	STATEWIDE STREET LIGHTING INSTALLATION	C	B		F	N	7		50,000,000	0	0	50,000,000	10/1/2020	O	9/30/2025	
4600004001	CANDELA SYSTEMS CORP 168 OLD SAW MILL RIV RD HAWTHORNE, NY 10532-1515 US	STATEWIDE STREET LIGHTING INSTALLATION	C	B		N	04	7		50,000,000	0	0	50,000,000	10/1/2020	O	9/30/2025	
4600004002	D&M ELECTRICAL CONTRACTING INC 90 S CENTRAL AVE ELMSFORD, NY 10523-3534 US	STATEWIDE STREET LIGHTING INSTALLATION	C	B		N	N	7		50,000,000	0	0	50,000,000	10/1/2020	O	9/30/2025	
4600004004	LOADSPRING SOLUTIONS INC 1500 DISTRICT AVE BURLINGTON, MA 01803-5069 US	ORACLE PRIMAVERA HOSTING SERVICES	E	B		F	N	3		3,250,000	0	0	3,250,000	12/21/2020	O	12/20/2025	
4600004005	HARRIS BEACH PLLC 100 WALL ST NEW YORK, NY 10005 US	LEGAL SERVICES	P	B		N	N	34		200,000	82,035	82,035	117,965	10/1/2020	O	5/25/2023	

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4600004008	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	FLEET HEAVY EQUIPMENT RENTAL	E	B	8	N	N	11		180,000	0	0	180,000	12/31/2020	O	12/30/2023	
4600004009	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	FURNISH AND DELIVER LIGHTING	E	B		N	03	5		250,353	0	0	250,353	12/3/2020	O	7/13/2021	
4600004016	HERC RENTALS INC 4578 BUCKLEY RD LIVERPOOL, NY 13088-2509 US	FLEET HEAVY EQUIPMENT RENTAL	E	B	8	N	N	11		90,000	0	0	90,000	12/31/2020	O	12/30/2023	
4600004017	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	FLEET HEAVY EQUIPMENT RENTAL	E	B		N	N	11		180,000	0	0	180,000	12/31/2020	O	12/30/2023	
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	1,032,038	617,953	410,877	1/2/2017	O	12/31/2021	
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		1,449,619	1,036,903	184,865	412,716	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	1,741,378	278,139	220,431	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	2,880,461	488,395	586,903	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	4,725,248	350,410	553,045	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		4,690,489	3,602,646	1,247,288	1,087,843	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		3,545,571	3,001,086	1,194,266	544,485	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		1,257,813	771,123	401,884	486,690	1/2/2017	O	12/31/2021	
4700000009	RAMBOLL AMERICAS ENGINEERING SOLUTIONS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENGINEERING SERVICES	P	C	8	N	N	18		1,326,000	1,004,747	184,777	321,253	1/2/2017	O	12/31/2021	

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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		2,613,573	2,499,371	5,016	114,202	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	242,054	181,902	1,257,946	12/12/2017	O	12/30/2021	
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	80,071	13,703	1,419,929	12/12/2017	O	12/30/2021	
4700000014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	GENERAL ENVIRONMENTAL SERVICES	P	B		F	N	29		1,436,506	1,296,273	95,995	140,233	12/14/2017	O	12/31/2021	
4700000015	LABELLA ASSOCIATES PC 300 STATE ST ROCHESTER, NY 14614 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		128,122	114,334	9,883	13,788	12/14/2017	C		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	C		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	1,246,129	637,096	109,787	12/14/2017	C		12/31/2020
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		271,147	167,889	92,656	103,258	12/14/2017	O	12/31/2021	
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	C		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	N	10		10,000	0	0	10,000	12/15/2017	C		12/14/2020
4700000021	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	03	10		11,500	11,500	0	0	12/17/2017	C		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		399,187	329,137	44,384	70,050	1/17/2018	O	2/28/2021	
4700000028	LOUIS BERGER US INC 412 MOUNT KEMBLE AVE MORRISTOWN, NJ 07962-6666 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		490,000	315,235	121,735	174,765	1/16/2018	O	6/30/2021	
4700000029	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B		N	N	10		312,000	56,931	0	255,069	10/2/2017	O	10/1/2022	

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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	C		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	3,310,469	1,420,950	1,689,531	8/8/2018	O	10/31/2023	
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	1,271,392	731,476	3,728,608	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	428,555	17,700	8,440,945	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	13,501,164	2,347,331	5,219,836	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	3,164,085	1,980,597	15,348,415	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	8,212,090	338,948	11,907,810	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	149,211	34,084	789	1/1/2019	O	12/31/2023	
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	59,783	44,430	190,217	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	107,987	92,842	642,013	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	11,646	11,646	2,988,354	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	972,153	904,685	2,027,847	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	129,388	129,388	2,870,612	8/1/2019	O	7/31/2024	
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	374,264	374,264	2,625,736	8/1/2019	O	7/31/2024	

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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	1,967,371	1,849,777	1,032,629	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	22,568	1,114	2,977,432	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	257,044	257,044	2,742,956	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	116,507	116,507	2,883,493	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	73,251	73,251	2,926,749	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	1,632,480	1,456,425	3,367,520	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	452,740	452,740	747,260	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	326,465	326,465	873,535	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	280,606	280,606	919,394	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	
4700000062	HEREDIA-GONZALEZ INC DBA TOP AND BOTTOM WEAR 4TH FLOOR 610 YORK ROAD STE 400 JENKINTOWN, PA 19046 US	UNIFORMS	E	B		F	04	3		300,000	28,084	28,084	271,916	1/1/2020	O	12/31/2022	

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4700000063	JMT OF NEW YORK INC 307 SOUTH TOWNSEND ST SYRACUSE, NY 13202-2138 US	STRUCTURAL INSPECTIONS	P	B		N	N	7		1,200,000	0	0	1,200,000	1/15/2020	O	2/28/2024	
4700000064	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	23		3,200,000	843,289	843,289	2,356,711	2/1/2020	O	1/31/2024	
4700000065	GENUINE PARTS COMPANY PO BOX 409043 ATLANTA, GA 30384-9043 US	FLEET PARTS	E	B		N	N	2		750,000	0	0	750,000	4/1/2020	O	3/31/2027	
4700000066	NYE AUTOMOTIVE GROUP INC 1479 GENESEE ST ONEIDA, NY 13421 US	FLEET PARTS	E	B		N	N	2		250,000	0	0	250,000	2/14/2020	O	2/13/2027	
4700000067	CIVIL AND ENVIROMENTAL CONSULTANTS OF NEW YORK INC 908 NIAGARA FALLS BVLD NORTH TONAWANDA, NY 14120-2019 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	23		450,000	0	0	450,000	2/1/2020	O	1/31/2024	
4700000068	PARSONS ENGINEERING OF NEW YORK INC 301 PLAINFIELD RD STE 350 SYRACUSE, NY 13212-4573 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	23		450,000	0	0	450,000	2/1/2020	O	1/31/2024	
4700000069	CT MALE ASSOC ENGINEERING SURVEY ARCHITECT & LANDSCAPE ARCHITECT DPC 50 CENTURY HILL DR LATHAM, NY 12110-0727 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	23		450,000	0	0	450,000	2/1/2020	O	1/31/2024	
4700000070	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	23		450,000	0	0	450,000	2/11/2020	O	1/31/2024	
4700000071	US DEPT OF AGRICULTURE ANIMAL & PLANT HEALTH INSPECTION PO BOX 979043 SAINT LOUIS, MO 63197-9000 US	WILDLIFE AND TRAPPING SERVICES	S	2	8	N	N	1		405,860	23,450	23,450	382,410	4/22/2020	O	4/21/2025	
4700000072	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	TOILET RENTAL	E	M	8	N	N	13		250,000	207,850	207,850	42,150	6/23/2020	C		12/31/2020
4700000073	WATERMASTER NORTH AMERICA LLC 390 SUMAC LN ANN ARBOR, MI 48105-3013 US	AMPHIBIOUS MULTI-PURPOUS DREDGE	A	B		N	N	1		1,497,562	909,787	909,787	587,775	7/7/2020	O	7/6/2021	
4700000074	BRISTOL HARBOR GROUP INC 99 POPPASQUASH RD UNIT H BRISTOL, RI 02809-1018 US	INLAND TUG VESSELS	A	B		N	N	6		510,160	51,030	51,030	459,130	7/8/2020	O	6/30/2025	
4700000077	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	REFUSE AND RECYCLING SERVICES	S	B		N	N	3		77,500	254	254	77,246	10/1/2020	O	9/30/2025	

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4700000078	K+D DISPOSAL INC 5076 ROUTE 31 W NEWARK, NY 14513-9613 US	REFUSE AND RECYCLING SERVICES	S	B		N	N	2		37,500	200	200	37,300	10/1/2020	O	9/30/2025	
4700000079	CONTROLLED WASTE SYSTEMS INC 1331 BELLE AVE UTICA, NY 13501-2615 US	REFUSE AND RECYCLING SERVICES	S	B		N	N	3		35,000	0	0	35,000	10/1/2020	O	9/30/2025	
4700000080	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	REFUSE AND RECYCLING SERVICES	S	B		N	N	2		110,000	755	755	109,245	10/19/2020	O	9/30/2025	
4700000081	WASTE MANAGEMENT LLC 1661 MOUNT READ BLVD ROCHESTER, NY 14606 US	REFUSE AND RECYCLING SERVICES	S	B	8	N	N	2		40,000	0	0	40,000	10/19/2020	O	9/30/2025	
C010290	DAVIS VISION INC PO BOX 848376 DALLAS, TX 75284-8376 US	EMPLOYEE VISION CARE SERVICES	S	B		N	N	1		1,453,551	39,426	8,984	1,414,125	3/1/2015	O	12/31/2021	
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	C		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	3,480	596	30,018	8/1/2015	O	4/30/2021	
C010353	VILLAGE OF PALMYRA 144 EAST MAIN ST PALMYRA, NY 14522-1018 US	PALMYRA CANAL TRAIL CONNECTOR AND TERMINAL WALL EXTENSION	C	B		N	N	1		124,000	0	0	124,000	1/31/2016	O	12/30/2021	
C010356	VILLAGE OF BROCKPORT 127 MAIN ST BROCKPORT, NY 14420-1907 US	CANAL IMPROVEMENT PROJECT	C	B		N	N	1		75,000	0	0	75,000	1/31/2016	O	12/31/2022	
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	C		10/21/2020
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	1,277,290	495,637	1,722,710	3/1/2018	C		11/17/2020
Aggr PO > $5K	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044	various	E	A		F						49,865					
Aggr PO > $5K	A 2 Z RENTALS INC 2300 LOCKPORT RD SANBORN, NY 14132-9342	various	E	A		N						7,761					
Aggr PO > $5K	A VERDI LLC 14150 RTE 31 SAVANNAH, NY 13146	various	E	A		N						11,670					
Aggr PO > $5K	ABB ENTERPRISE SOFTWARE I 305 GREGSON DR CARY, NC 27511-6496	various	I	A		F						7,111					

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Aggr PO > $5K	ABB INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231	various	E	A		F						14,447					
Aggr PO > $5K	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244	various	E	A		F						13,356					
Aggr PO > $5K	ABC FIRE EXTINGUISHER CO INC 719 COURT ST UTICA, NY 13502-4117	various	S	A		N						9,547					
Aggr PO > $5K	ACI CONTROLS INC 295 MAIN ST WEST SENECA, NY 14224-2818	various	E	A		N						27,498					
Aggr PO > $5K	ADIRONDACK ENERGY PRODUCTS INC 17 JUNCTION RD MALONE, NY 12953-4217	various	E	A		N						15,228					
Aggr PO > $5K	ADIRONDACK ENVIRONMENTAL SERVICES 314 N PEARL ST ALBANY, NY 12207-1322	various	S	A		N						15,177					
Aggr PO > $5K	ADMAR SUPPLY CO INC 878 ALBANY SHAKER RD LATHAM, NY 12110-1458	various	E	A		N						8,390					
Aggr PO > $5K	ADVANCED CONTROL SYSTEMS INC 2755 NORTHWOODS PKWY NORCROSS, GA 30071-1533	various	H	A		F						8,700					
Aggr PO > $5K	ADVANCED FILTRATION CO PO BOX 324 HOWELL, NJ 07731-0324	various	E	A		F						21,880					
Aggr PO > $5K	AEBI NEW ENGLAND LLC 166 RIVER ST RTE 123-PO BOX 173 ALSTEAD, NH 03602-0173	various	E	A		F						6,038					
Aggr PO > $5K	AERODERIVATIVE GAS TURBINE 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789	various	S	A		F						31,095					
Aggr PO > $5K	AIRGAS USA LLC 84 KARNER RD ALBANY, NY 12205-4730	various	E	A		N						14,006					
Aggr PO > $5K	AIRGAS USA LLC 96 CR8 BRUSHTON, NY 12916	various	E	A		N						26,664					
Aggr PO > $5K	AIRGAS USA LLC 2775 BROADWAY ST CHEEKTOWAGA, NY 14227-1004	various	E	A		N						6,129					
Aggr PO > $5K	AIRGAS USA LLC 40-14 19TH AVE LONG ISLAND CITY, NY 11105	various	E	A		N						31,277					

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Aggr PO > $5K	AIRTEK INC 76 CLAIR ST N HUNTINGDON, PA 15642	various	E	A		F						6,025					
Aggr PO > $5K	AIRWELD INC 243 WAVERLY AVE PATCHOGUE, NY 11772	various	E	A		N						33,590					
Aggr PO > $5K	ALBANY VALVE & FITTING CO INC 741 PIERCE ROAD CLIFTON PARK, NY 12065-1302	various	E	A		N						14,353					
Aggr PO > $5K	ALLIED ELECTRIC SUPPLY INC 783 E MAIN ST - STE 2 COBLESKILL, NY 12043-5002	various	E	A		N						65,866					
Aggr PO > $5K	ALLIED ELECTRONICS INC 333 METRO PARK - STE N211 ROCHESTER, NY 14623-2645	various	E	A		N						50,730					
Aggr PO > $5K	ALL-LIFTS INC 27-39 THATCHER ST ALBANY, NY 12207-3012	various	S	A		N						11,012					
Aggr PO > $5K	ALLSTAR ELEVATOR & ESCALATOR INSP STE 209 700 KINDERKAMACK RD ORADELL, NJ 07649-1533	various	S	A		F	03					11,600					
Aggr PO > $5K	ALTEC INDUSTRIES INC POB 11407 BIRMINGHAM, AL 35246-0414	various	E	A		F						9,267					
Aggr PO > $5K	AMERICAN CARBONATION CORP PO BOX 719 - SECOND ST PALMER, MA 01069-0719	various	S	A		F						9,980					
Aggr PO > $5K	AMERICAN GLASS & MIRROR CO 2055 MILITARY RD NIAGARA FALLS, NY 14304-0343	various	E	A		N						5,196					
Aggr PO > $5K	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512	various	E	A		F						19,425					
Aggr PO > $5K	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644	various	E	A		N						8,880					
Aggr PO > $5K	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026	various	E	A		F						13,995					
Aggr PO > $5K	ANTON PAAR USA INC 10215 TIMBER RIDGE DR ASHLAND, VA 23005	various	E	A		F						7,557					
Aggr PO > $5K	APALACHEE LLC 1423 HIGHLAND AVE ROCHESTER, NY 14620-1877	various	E	A		N						13,194					
Aggr PO > $5K	ARCHROCK SERVICES LP 305 E FAIRMOUNT AVE - STE D LAKEWOOD, NY 14750-2000	various	S	A		N						5,081					

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Aggr PO > $5K	ARMOR SALES AND SERVICE INC 343 ELK ST BUFFALO, NY 14210-2105	various	E	A		N						17,872					
Aggr PO > $5K	ARTHUR J YOUNG & SON BOX 160 PRATTSVILLE, NY 12468-0064	various	E	A		N						5,448					
Aggr PO > $5K	ASP WIRELESS SOLUTIONS INC 1 NATIONAL BLVD MEDFORD, NY 11763	various	E	A		N						6,270					
Aggr PO > $5K	ASSOCIATED FIRE PROTECTION 100 JACKSON ST PATERSON, NJ 07501-2806	various	S	A		F						7,730					
Aggr PO > $5K	ATI TRUCKING LLC 100 INDUSTRY DR PITTSBURGH, PA 15275-1014	various	E	A		F						9,410					
Aggr PO > $5K	ATLANTIC EQUIPMENT RESOURCES LLC 70 KINDERKAMACK RD STE 200 EMERSON, NJ 07630-1812	various	E	A		F						12,342					
Aggr PO > $5K	ATLANTIC PROD SERVICE INC 2 TERMINAL RD - BLDG OB2 CARTERET, NJ 07008	various	S	A		F						14,850					
Aggr PO > $5K	ATLAS CONCRETE BATCHING CORP 9511 147TH PL JAMAICA, NY 11435-4507	various	E	A		N						6,150					
Aggr PO > $5K	AVIATION POWER & MARINE LLC 1811 CORPORATE DR BOYNTON BEACH, FL 33426-9086	various	S	A		F						22,948					
Aggr PO > $5K	B & H PHOTO VIDEO 420 9TH AVE NEW YORK, NY 10001-1644	various	E	A		N						52,743					
Aggr PO > $5K	BAKER HUGHES HOLDINGS LLC 1800 NELSON RD LONGMONT, CO 80501-6324	various	E	A		F						6,118					
Aggr PO > $5K	BALTIMORE AIRCOIL CO 560 WHITE PLAINS RD TARRYTOWN, NY 10591	various	E	A		N						9,093					
Aggr PO > $5K	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252	various	E	A		N						9,165					
Aggr PO > $5K	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517	various	E	A		N						11,942					
Aggr PO > $5K	BASIL FORD OF NIAGARA FALLS 6980 NIAGARA FALLS BLVD NIAGARA FALLS, NY 14304-2250	various	E	A		N						8,074					
Aggr PO > $5K	BEAR ESSENTIALS APPAREL 97 MAIN ST - STE B SARANAC LAKE, NY 12983-5744	various	E	A		N						5,714					

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Aggr PO > $5K	BENTLY NEVADA LLC 1631 BENTLY PKWY S MINDEN, NV 89423-4119	various	E	A		F						5,207					
Aggr PO > $5K	B-LANN EQUIPMENT CO INC 2288 5TH AVE - PO BOX 997 TROY, NY 12180-2201	various	S	A		N						7,711					
Aggr PO > $5K	BOBCAT OF BUFFALO 6830 S TRANSIT RD LOCKPORT, NY 14094	various	E	A		N						15,476					
Aggr PO > $5K	BR JOHNSON LLC 6960 FLY RD EAST SYRACUSE, NY 13057-9660	various	E	A		N						12,548					
Aggr PO > $5K	BRENNTAG NORTH AMERICA INC 42 RUMSEY RD EAST HARTFORD, CT 06108-1133	various	E	A		F						37,337					
Aggr PO > $5K	BUELL FUEL LLC 1276 STATE ROUTE 5S MOHAWK, NY 13407-4332	various	E	A		N						12,382					
Aggr PO > $5K	BUFFALO HYDRAULIC JACK SERVICE 488 WALDEN AVE BUFFALO, NY 14211-0268	various	E	A		N						10,519					
Aggr PO > $5K	BUNZL BUFFALO 3366 WALDEN AVE DEPEW, NY 14043	various	E	A		N						11,312					
Aggr PO > $5K	BURLINGTON SAFETY LABORATORY INC 2009 RT 130 BURLINGTON, NJ 08016	various	E	A		F						20,715					
Aggr PO > $5K	C E M SOLUTIONS INC 1183 E OVERDRIVE CIR HERNANDO, FL 34442-9628	various	E	A		F						8,572					
Aggr PO > $5K	CALL-A-HEAD CORP 304 CROSSBAY BLVD BROAD CHANNEL, NY 11693	various	E	A		N						37,010					
Aggr PO > $5K	CAMFIL USA INC 6060 TARBELL RD SYRACUSE, NY 13206	various	E	A		N						36,502					
Aggr PO > $5K	CAPITOL CLEANERS 1227 MAIN ST NIAGARA FALLS, NY 14301	various	S	A		N						13,118					
Aggr PO > $5K	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826	various	E	A		N						13,720					
Aggr PO > $5K	CARGILL INC 24950 COUNTRY CLUB BLVD - STE 450 NORTH OLMSTED, OH 44070-5333	various	E	A		F						9,825					
Aggr PO > $5K	CARRIER NORTHEAST INC 1401 ERIE BLVD E SYRACUSE, NY 13210	various	S	A		N						18,250					

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Aggr PO > $5K	CASHMAN FLUIDS ANALYSIS 600 GLENDALE AVE SPARKS, NV 89431-5794	various	E	A		F						6,202					
Aggr PO > $5K	CASSONE LEASING INC 1900 LAKELAND AVE RONKONKOMA, NY 11779-7400	various	E	A		N	03					39,758					
Aggr PO > $5K	CDW COMPUTER CENTER INC TWO ENTERPRISE DR - STE 404 SHELTON, CT 06484	various	I	A		F						9,808					
Aggr PO > $5K	CDW COMPUTER CENTER INC 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061	various	I	A		F						14,081					
Aggr PO > $5K	CDW GOVERNMENT INC 75 REMITTANCE DR - STE 1515 CHICAGO, IL 60675-1515	various	H	A		F						5,686					
Aggr PO > $5K	CDW LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304	various	H	A		F						5,065					
Aggr PO > $5K	CED BALDWIN HALL CO PO BOX 780758 PHILADELPHIA, PA 19178-0757	various	H	A		F						42,456					
Aggr PO > $5K	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953	various	E	A		F						21,619					
Aggr PO > $5K	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363	various	E	A		F						37,333					
Aggr PO > $5K	CINTAS CORP 12 HARBOR PARK DR PORT WASHINGTON, NY 11050-4649	various	E	A		N						19,500					
Aggr PO > $5K	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734	various	S	A		N						41,024					
Aggr PO > $5K	CITY ELECTRIC COMPANY 450 TRACY ST SYRACUSE, NY 13204-2435	various	E	A		N						78,057					
Aggr PO > $5K	CLARK-RELIANCE CORPORATION 280 HOLIDAY INN DR CAMBRIDGE ON Canada	various	E	A		F						9,572					
Aggr PO > $5K	COMBINED ENERGY SERVICES INC PO BOX 333 THOMPSONVILLE, NY 12784-0333	various	E	A		N						20,860					
Aggr PO > $5K	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434	various	S	A		N	04					10,952					
Aggr PO > $5K	CONSERVE ELECTRICAL SUPPLY CORP 39-05 CRESCENT ST LONG ISLAND CITY, NY 11101-1025	various	E	A		N						28,596					

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Aggr PO > $5K	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600	various	S	A		F						17,277					
Aggr PO > $5K	CORE & MAIN LP 2208 STATE ROUTE 5 UTICA, NY 13502-7511	various	E	A		N						7,651					
Aggr PO > $5K	CORKY'S COLLISION 313 E ORVIS ST MASSENA, NY 13662-6297	various	S	A		N						10,942					
Aggr PO > $5K	CORR DISTRIBUTORS INC 89 PEARCE AVE TONAWANDA, NY 14150-6711	various	E	A		N	03					19,910					
Aggr PO > $5K	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065	various	S	A		N						6,750					
Aggr PO > $5K	CRANESVILLE BLOCK CO INC 1250 RIVERFRONT CTR AMSTERDAM, NY 12010-4602	various	E	A		N						5,262					
Aggr PO > $5K	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069	various	E	A		N	04					19,940					
Aggr PO > $5K	CUMMINS NORTHEAST LLC 6193 EASTERN AVE SYRACUSE, NY 13211	various	E	A		N						10,145					
Aggr PO > $5K	CUMMINS POWER SYSTEMS LLC 890 ZEREGA AVE BRONX, NY 10473-2234	various	E	A		N						5,605					
Aggr PO > $5K	CURBELL INC 7 COBHAM DR ORCHARD PARK, NY 14127	various	E	A		N						10,792					
Aggr PO > $5K	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912	various	E	A		F						14,985					
Aggr PO > $5K	CYBER MARKETING NETWORK INC 800 WISCONSIN ST UNIT 15 EAU CLAIRE, WI 54703-3560	various	E	A		F						8,038					
Aggr PO > $5K	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140	various	S	A		N	03					49,587					
Aggr PO > $5K	DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743	various	S	A		F						7,298					
Aggr PO > $5K	DIGI KEY CORP 701 BROOKS AVE THIEF RIVER FALLS, MN 56701-0677	various	E	A		F						6,188					
Aggr PO > $5K	DILO CO INC W PASCO INDUS PARK-11642 PYRAMID DR ODESSA, FL 33556-3449	various	E	A		F						5,206					

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Aggr PO > $5K	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449	various	E	A		F						30,444					
Aggr PO > $5K	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108	various	E	A		N						138,134					
Aggr PO > $5K	DOBLE ENGINEERING CORP 123 FELTON ST MARLBOROUGH, MA 01752	various	E	A		F						16,593					
Aggr PO > $5K	DOBMEIER JANITOR SUPPLY INC 354 ENGLEWOOD AVE BUFFALO, NY 14223-2806	various	E	A		N						45,086					
Aggr PO > $5K	DONALDSON CO INC PO BOX 1299 MINNEAPOLIS, MN 55440-1299	various	E	A		F						16,708					
Aggr PO > $5K	DOOR SPECIALTIES INC 530 FILLMORE AVE TONAWANDA, NY 14150	various	E	A		N						18,181					
Aggr PO > $5K	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910	various	E	A		N						9,688					
Aggr PO > $5K	DUCANS HEATING & COOLING CORP PO BOX 60 RANSOMVILLE, NY 14131-0010	various	S	A		N						7,580					
Aggr PO > $5K	DURAMAX MARINE LLC 17990 GREAT LAKES PKWY HIRAM, OH 44234-9681	various	E	A		F						10,241					
Aggr PO > $5K	EAST HILLS INSTRUMENTS CORP 38 OVERLOOK TER ROSLYN HEIGHTS, NY 11577-1419	various	E	A		N						12,433					
Aggr PO > $5K	EASTERN COMMUNICATIONS INC 48-014 36TH ST LONG ISLAND CITY, NY 11101-1918	various	E	A		N						5,429					
Aggr PO > $5K	EATON OFFICE SUPPLY CO INC 180 JOHN GLENN DR AMHERST, NY 14228-2292	various	E	A		N						38,724					
Aggr PO > $5K	EDGE ELECTRONICS INC 75 ORVILL DR - STE 2 BOHEMIA, NY 11716-2528	various	E	A		N	03					10,797					
Aggr PO > $5K	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450	various	S	A		N						11,948					
Aggr PO > $5K	EL DON BATTERY INC 4109 ST FRANCIS DR HAMBURG, NY 14075	various	E	A		N						7,643					
Aggr PO > $5K	EL ELECTRONICS LLC 1800 SHAMES DR WESTBURY, NY 11590-1730	various	E	A		N						10,487					

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Aggr PO > $5K	ELECTROMARK PO BOX 25 WOLCOTT, NY 14590-4070	various	E	A		N						29,649					
Aggr PO > $5K	ELECTRONIC DRIVES & CONTROLS INC 17 EASTMANS RD PARSIPPANY, NJ 07054-3702	various	S	A		F						6,750					
Aggr PO > $5K	ELECTROSWITCH CORP 180 KING AVE WEYMOUTH, MA 02188-2904	various	E	A		F						7,119					
Aggr PO > $5K	ELLIOTT'S FARM & HOME SUPPLY INC PO BOX 275 WINTHROP, NY 13697-4070	various	E	A		N						10,580					
Aggr PO > $5K	ELMRIDGE PROTECTION PRODUCTS LLC 1200 CLINT MOORE ROAD UNIT 15 BOCA RATON, FL 33487-2731	various	E	A		F						7,915					
Aggr PO > $5K	ELWOOD SAFETY CO INC 2180 ELMWOOD AVE BUFFALO, NY 14216-1081	various	E	A		N						10,460					
Aggr PO > $5K	EMEDCO INC PO BOX 95904 CHICAGO, IL 60694-5904	various	E	A		F						16,122					
Aggr PO > $5K	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212	various	E	A		N						13,889					
Aggr PO > $5K	ENCORUS GROUP ENGINEERING PC 23 MECHANIC ST - PO BOX 344 SPRINGVILLE, NY 14141-0344	various	S	A		N						11,857					
Aggr PO > $5K	EPAUL DYNAMICS 16 SINTSINK DRIVE EAST PORT WASHINGTON, NY 11050-2014	various	E	A		N	03					32,490					
Aggr PO > $5K	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034	various	E	A		N						237,504					
Aggr PO > $5K	F W WEBB CO 6792 TOWNLINE RD SYRACUSE, NY 13214	various	E	A		N						9,617					
Aggr PO > $5K	FASTENAL COMPANY 2150 ORISKANY ST W UTICA, NY 13502	various	E	A		N						5,464					
Aggr PO > $5K	FEEDWATER TREATMENT SYSTEMS INC PO BOX 439 ATHOL SPRINGS, NY 14010	various	S	A		N						13,331					
Aggr PO > $5K	FERRELLGAS LP 5859 STATE RTE 31 VERONA, NY 13478-3713	various	E	A		N						9,539					

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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Aggr PO > $5K	FILTER EQUIPMENT CO INC 1440 HWY 34 PO BOX 1452 WALL, NJ 07719	various	E	A		F						15,806					
Aggr PO > $5K	FILTRATION UNLTD LLC PO BOX 226 AKRON, NY 14001-0226	various	E	A		N						38,348					
Aggr PO > $5K	FILTREC CORP 5440 LOCKWOOD RD AUBURN, NY 13021-8110	various	S	A		N						8,866					
Aggr PO > $5K	FLEETPRIDE INC 10 SCHARBACH DR MARCY, NY 13403	various	E	A		N						6,373					
Aggr PO > $5K	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305	various	E	A		N						10,894					
Aggr PO > $5K	FREMONT INDUSTRIAL CORP 33 COMAC LOOP UNIT 6 RONKONKOMA, NY 11779-6897	various	E	A		N						7,609					
Aggr PO > $5K	FRENCHIE'S FORD INC 216 E ORVIS ST MASSENA, NY 13662-2243	various	E	A		N						12,871					
Aggr PO > $5K	GAS TURBINE CONTROLS CORP 6 SKYLINE DR - STE 150 HAWTHORNE, NY 10532-8102	various	E	A		N						14,155					
Aggr PO > $5K	GE GRID SOLUTIONS LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402	various	E	A		F						6,520					
Aggr PO > $5K	GE PACKAGED POWER LLC 16415 JACINTOPORT BLVD BLDG "B" HOUSTON, TX 77015	various	E	A		F						11,396					
Aggr PO > $5K	GENESIS DISPOSABLES LLC 2676 SOUTHSIDE RD FRANKFORT, NY 13340-5002	various	E	A		N						12,789					
Aggr PO > $5K	GETTYSBURG FLAG WORKS INC PO BOX 524 EAST GREENBUSH, NY 12061	various	E	A		N						5,440					
Aggr PO > $5K	GEXPRO 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737	various	E	A		N						13,558					
Aggr PO > $5K	GEXPRO 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344	various	E	A		N						15,043					
Aggr PO > $5K	GILLEE'S AUTO TRUCK & MARINE INC 342 E ORVIS ST MASSENA, NY 13662-3200	various	E	A		N						45,670					
Aggr PO > $5K	GLAUBER EQUIPMENT CORP 1600 COMMERCE PKWY LANCASTER, NY 14086	various	E	A		N						6,687					

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Aggr PO > $5K	GLOBAL EQUIPMENT CO INC 11 HARBOR PARK DR PORT WASHINGTON, NY 11050	various	E	A		N						39,542					
Aggr PO > $5K	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454	various	E	A		F						30,210					
Aggr PO > $5K	GOERGEN-MACKWIRTH CO INC 765 HERTEL AVE BUFFALO, NY 14207-1905	various	E	A		N						5,607					
Aggr PO > $5K	GOODWAY TECHNOLOGIES CORP 420 WEST AVE STAMFORD, CT 06902-6384	various	E	A		F						53,787					
Aggr PO > $5K	GOODYEAR AUTO SERVICE CENTER 1755 MILITARY RD NIAGARA FALLS, NY 14304-1733	various	E	A		N						15,237					
Aggr PO > $5K	GOVCONNECTION INC 732 MILFORD MERRIMACK, NH 03054	various	H	A		F						21,817					
Aggr PO > $5K	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238	various	E	A		N						35,832					
Aggr PO > $5K	GRAINGER DEPT 807245360 PALATINE, IL 60038-0001	various	E	A		F						18,233					
Aggr PO > $5K	GRAPHIC PRODUCTS 9825 SW SUNSHINE CT BEAVERTON, OR 97005-4190	various	E	A		F						32,174					
Aggr PO > $5K	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325	various	E	A		N						73,420					
Aggr PO > $5K	GRAYBAR ELECTRIC CO INC 425 CAYUGA DR CHEEKTOWAGA, NY 14225-1946	various	E	A		N						45,858					
Aggr PO > $5K	HACH CHEMICAL CO PO BOX 389 LOVELAND, CO 80539	various	E	A		F						13,372					
Aggr PO > $5K	HACH CO PO BOX 608 LOVELAND, CO 80539	various	S	A		F						7,326					
Aggr PO > $5K	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909	various	E	A		N						5,346					
Aggr PO > $5K	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205	various	E	A		N						8,806					
Aggr PO > $5K	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361	various	E	A		N						66,139					

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Aggr PO > $5K	HAUN WELDING SUPPLY INC 300 WOODWARD AVE BUFFALO, NY 14217	various	E	A		N						49,498					
Aggr PO > $5K	HAUN WELDING SUPPLY INC 564 BROADWAY MENANDS, NY 12204-2802	various	E	A		N						8,126					
Aggr PO > $5K	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501	various	E	A		N						8,691					
Aggr PO > $5K	HAUN WELDING SUPPLY INC 10149 ST HWY 56 MASSENA, NY 13662	various	E	A		N						25,156					
Aggr PO > $5K	HAUN WELDING SUPPLY INC 5921 COURT STREET RD SYRACUSE, NY 13206-1707	various	E	A		N						9,000					
Aggr PO > $5K	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833	various	E	A		F						10,228					
Aggr PO > $5K	HD SUPPLY CONSTRUCTION SUPPLY LTD 3400 CUMBERLAND BLVD SE ATLANTA, GA 30339	various	E	A		F						10,693					
Aggr PO > $5K	HEATEC INC PO BOX 72760 CHATTANOOGA, TN 37407	various	E	A		F						7,824					
Aggr PO > $5K	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365	various	E	A		N	04					8,398					
Aggr PO > $5K	HELWIG CARBON PRODUCTS INC 8900 W TOWER AVE - BOX 240160 MILWAUKEE, WI 53224-9008	various	E	A		F						6,448					
Aggr PO > $5K	HERC RENTALS INC 4578 BUCKLEY RD LIVERPOOL, NY 13088-2509	various	E	A		N						17,593					
Aggr PO > $5K	HI-LINE UTILITY SUPPLY CO LLC 26 TOWN FOREST ROAD WEBSTER, MA 01570-3111	various	E	A		F						16,778					
Aggr PO > $5K	HILL & MARKES INC 1997 STATE HIGHWAY 5S - PO BOX 7 AMSTERDAM, NY 12010-8177	various	E	A		N						10,660					
Aggr PO > $5K	HILTI INC 4974 HARLEM RD AMHERST, NY 14226-2560	various	E	A		N						9,838					
Aggr PO > $5K	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245	various	E	A		F						25,428					
Aggr PO > $5K	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302	various	E	A		F						10,462					

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Aggr PO > $5K	HVB SERVICES INC 3000 MCCANNON MILL DR DACULA, GA 30019-5420	various	S	A		F						9,069					
Aggr PO > $5K	HYTORC DIV UNEX CORP 333 ROUTE 17 MAHWAH, NJ 07430-2129	various	E	A		F						7,299					
Aggr PO > $5K	INDUSTRIAL CONTROLS DISTRIBUTORSLLC 17 CHRISTOPHER WAY EATONTOWN, NJ 07724-3325	various	E	A		F						12,161					
Aggr PO > $5K	INDUSTRIAL PROCESS SOLUTIONS ONE IVYBROOK BLVD - STE 130 IVYLAND, PA 18974	various	E	A		F						43,837					
Aggr PO > $5K	INDUSTRIAL SCIENTIFIC CORP 1 LIFE WAY PITTSBURGH, PA 15205-7500	various	E	A		F						7,452					
Aggr PO > $5K	INGERSOLL RAND AIR CENTERS 170 WALES AVE TONAWANDA, NY 14150	various	E	A		N						7,125					
Aggr PO > $5K	INSIGHT SERVICES INC 20338 PROGRESS DR STRONGSVILLE, OH 44149-3220	various	S	A		F						20,033					
Aggr PO > $5K	INTIVITY INC 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448	various	E	A		N	04					133,602					
Aggr PO > $5K	ISLAND OCCUPATIONAL MEDICAL RES 618 BROADWAY AMITYVILLE, NY 11701-2124	various	P	A		N						14,850					
Aggr PO > $5K	ISOPUR FLUID TECHNOLOGIES INC STE W3 183 PROVIDENCE NEW LONDON TP NORTH STONINGTON, CT 06359	various	E	A		F						9,409					
Aggr PO > $5K	J & A SAND & GRAVEL INC 8765 STATE HIGHWAY 30 DOWNSVILLE, NY 13755-3207	various	E	A		N						6,918					
Aggr PO > $5K	J C MERRIMAN INC PO BOX 270 NORWOOD, NY 13668	various	E	A		N						25,169					
Aggr PO > $5K	JAY-K INDEPENDENT LUMBER CORP PO BOX 378 NEW HARTFORD, NY 13413-1894	various	E	A		N						15,426					
Aggr PO > $5K	JEFFORDS STEEL & ENGINEERING CO PO BOX 40 PLATTSBURGH, NY 12901-0040	various	E	A		N						11,437					

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Aggr PO > $5K	JOE CECCONI'S CHRYSLER COMPLEX 2380 MILITARY RD NIAGARA FALLS, NY 14304-1563	various	E	A		N						7,251					
Aggr PO > $5K	JOHN IACONO INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140	various	S	A		N						9,644					
Aggr PO > $5K	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139	various	E	A		N						19,959					
Aggr PO > $5K	JOHNSON CONTROLS INC 6732 COLLAMER RD STE 4 EAST SYRACUSE, NY 13057	various	E	A		N						8,074					
Aggr PO > $5K	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211	various	E	A		F						22,279					
Aggr PO > $5K	JOS T FEWKES & CO 6 EVES DR MARLTON, NJ 08053	various	E	A		F						8,910					
Aggr PO > $5K	K CONNELLY CORP 16 HAWTHORNE RD KINGS PARK, NY 11754-6297	various	E	A		N						9,925					
Aggr PO > $5K	KAMAN INDUSTRIAL TECHNOLOGIES CORP PO BOX 30672 HARTFORD, CT 06150	various	E	A		F						7,122					
Aggr PO > $5K	KELLEY FARM AND GARDEN INC PO BOX 37 COBLESKILL, NY 12043-0037	various	E	A		N						9,091					
Aggr PO > $5K	KELLY & HAYES ELECTRICAL SUPPLY 66 SOUTHERN BLVD NESCONSET, NY 11767-1092	various	E	A		N						39,712					
Aggr PO > $5K	KELLY SALES CORP 3503 CTY ROUTE 14 MADRID, NY 13660-3105	various	E	A		N						8,788					
Aggr PO > $5K	KEN-MAR FIRE EXTINGUISHER CO INC 168 LARKFIELD RD E NORTHPORT, NY 11731-1894	various	S	A		N						11,600					
Aggr PO > $5K	KINEQUIP INC 7340 THOMPSON RD N N SYRACUSE, NY 13212	various	E	A		N						6,273					
Aggr PO > $5K	KINGSWAY EXTERMINATING CO INC 2216 FLATBUSH AVE BROOKLYN, NY 11234-4516	various	S	A		N						5,495					
Aggr PO > $5K	KIVORT STEEL INC #380 HUDSON RIVER RD WATERFORD, NY 12188	various	E	A		N						6,950					

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Aggr PO > $5K	KLEIN STEEL SERVICE INC 1050 MILITARY RD BUFFALO, NY 14217-2528	various	E	A		N						44,906					
Aggr PO > $5K	KLEIN STEEL SERVICE INC 105 VANGUARD PKWY ROCHESTER, NY 14606-3100	various	E	A		N						10,172					
Aggr PO > $5K	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369	various	E	A		N						8,486					
Aggr PO > $5K	KRAFTWERKS STORAGE & MATERIAL 92 COOPER AVE TONAWANDA, NY 14150	various	E	A		N	03					15,507					
Aggr PO > $5K	LAKES PIPE & SUPPLY CORP PO BOX 429 NIAGARA FALLS, NY 14302-5966	various	E	A		N						11,623					
Aggr PO > $5K	LATINA BOULEVARD FOODS LLC 1 SCRIVNER DR STE 1 CHEEKTOWAGA, NY 14227-2742	various	E	A		N						9,182					
Aggr PO > $5K	LAYO'S AUTO PARTS 125 MAPLE ST MASSENA, NY 13662	various	E	A		N						15,066					
Aggr PO > $5K	LIBERTY ELECTRIC SALES INC 113 TWIN OAKS DR SYRACUSE, NY 13206-1205	various	E	A		N						12,527					
Aggr PO > $5K	LIFESAVING SYSTEMS CORP 220 ELSBERRY RD APOLLO BEACH, FL 33572	various	E	A		F						6,517					
Aggr PO > $5K	LIGHTNING MECHANICAL 65 NEWARK WAY MAPLEWOOD, NJ 07040-3309	various	S	A		F						12,981					
Aggr PO > $5K	LINDA TOOL 163 DWIGHT ST BROOKLYN, NY 11231-1539	various	E	A		N						7,750					
Aggr PO > $5K	LINEMEN'S SUPPLY DIVISION OF PO BOX 1690 BINGHAMTON, NY 13902-1690	various	E	A		N						7,639					
Aggr PO > $5K	LM PARTS LLC 26 FAYMORE DR AGAWAM, MA 01001-3010	various	E	A		F						5,175					
Aggr PO > $5K	LOUGHLIN MANUFACTURING CORP 1601 9TH AVE BOHEMIA, NY 11716-1202	various	S	A		N						14,700					
Aggr PO > $5K	LUBRICATION TECHNOLOGIES INC 120 BOSWORTH ST WEST SPRINGFIELD, MA 01089-3530	various	E	A		F						9,894					
Aggr PO > $5K	MAIN-FORD GENERAL SUPPLY INC 366 LYELL AVE ROCHESTER, NY 14606-1634	various	E	A		N						8,241					

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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Aggr PO > $5K	MASSENA PLUMBING SUPPLY 138 SOUTH RAQUETTE ST MASSENA, NY 13662	various	E	A		N						8,873					
Aggr PO > $5K	MATERIAL SAND & GRAVEL CO PO BOX 8 WEST SAND LAKE, NY 12196	various	E	A		N						16,602					
Aggr PO > $5K	MAYER MALBIN CO INC 41-01 36TH AVE LONG ISLAND CITY, NY 11101	various	E	A		N						10,498					
Aggr PO > $5K	MCMASTER-CARR SUPPLY CO PO BOX 7690 CHICAGO, IL 60680	various	E	A		F						166,914					
Aggr PO > $5K	MCQUADE & BANNIGAN INC 1300 STARK ST - PO BOX 476 UTICA, NY 13503	various	E	A		N						29,288					
Aggr PO > $5K	MEGGER 4271 BRONZE WAY DALLAS, TX 75237	various	E	A		F						10,564					
Aggr PO > $5K	MEGGER VALLEY FORGE CORPORATE CTR 2621 VAN BUREN AVE NORRISTOWN, PA 19403	various	S	A		F						6,450					
Aggr PO > $5K	MEIER SUPPLY CO INC 1684 WALDEN AVE CHEEKTOWAGA, NY 14225-4914	various	E	A		N						6,276					
Aggr PO > $5K	MESA PRODUCTS INC PO BOX 52608 TULSA, OK 74152-0608	various	E	A		F						14,185					
Aggr PO > $5K	METRO FORD SALES INC 3601 STATE ST SCHENECTADY, NY 12304	various	E	A		N						10,488					
Aggr PO > $5K	MICROCAD TRAINING & CONSULTING INC 77 ARKAY DR STE B1 HAUPPAUGE, NY 11788-3700	various	H	A		N	04					19,233					
Aggr PO > $5K	MIDDLEBURGH HARDWARE INC 316 MAIN ST - PO BOX 849 MIDDLEBURGH, NY 12122	various	E	A		N						9,590					
Aggr PO > $5K	MID-VALLEY AUTO PARTS INC 158 WELLS AVE - PO BOX 62 MIDDLEBURGH, NY 12122-6505	various	E	A		N						49,926					
Aggr PO > $5K	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228	various	E	A		N						21,042					
Aggr PO > $5K	MILLER ENERGY INC 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424	various	E	A		F						37,515					
Aggr PO > $5K	MILLER PROCTOR NICKOLAS INC 2 HUDSON ST SLEEPY HOLLOW, NY 10591-0815	various	S	A		N						20,327					

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Aggr PO > $5K	MILLS ELECTRICAL SUPPLY INC 739 ERIE BLVD W ROME, NY 13440-3913	various	E	A		N						33,546					
Aggr PO > $5K	MILTON CAT 4610 E SAILE DR BATAVIA, NY 14020-1017	various	E	A		N						15,623					
Aggr PO > $5K	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820	various	E	A		N						38,102					
Aggr PO > $5K	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306	various	E	A		N						5,660					
Aggr PO > $5K	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183	various	E	A		N						15,183					
Aggr PO > $5K	MOFFETT TURF EQUIPMENT INC 33 THRUWAY PARK DR WEST HENRIETTA, NY 14586-9702	various	E	A		N						17,988					
Aggr PO > $5K	MOHAWK LTD 1 NEWELL LANE - PO BOX 340 CHADWICKS, NY 13319-0355	various	S	A		N	03					13,191					
Aggr PO > $5K	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094	various	S	A		N						11,964					
Aggr PO > $5K	MONTANA DATACOM 3515 11TH ST LONG ISLAND CITY, NY 11106-5013	various	E	A		N	03					17,802					
Aggr PO > $5K	MOORE TIRE SALES INC PO BOX 449 OWEGO, NY 13827	various	E	A		N						15,497					
Aggr PO > $5K	MOTION INDUSTRIES INC 3780 COMMERCE CT - STE400 NORTH TONAWANDA, NY 14120-2025	various	E	A		N						66,689					
Aggr PO > $5K	MOTION INDUSTRIES INC 311 FOURTH AVE PELHAM, NY 10803-1255	various	E	A		N						11,946					
Aggr PO > $5K	MOUSER ELECTRONICS INC PO BOX 714 MANSFIELD, TX 76063-0714	various	E	A		F						5,867					
Aggr PO > $5K	MSC INDUSTRIAL SUPPLY PO BOX 953635 SAINT LOUIS, MO 63195-3635	various	E	A		F						9,616					
Aggr PO > $5K	MULTI INDUSTRIAL SERVICES (MIS) LLC 634 LAKE RD WEBSTER, NY 14580-1520	various	S	A		N						9,600					
Aggr PO > $5K	MULTI MACHINE INC 2 VILET FARM RD ASBURY, NJ 08802-1171	various	E	A		F						14,216					

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Aggr PO > $5K	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662	various	E	A		N						12,037					
Aggr PO > $5K	NALCO COMPANY 544 HALFWAY HOUSE RD WINDSOR LOCKS, CT 06096-1502	various	E	A		F						32,305					
Aggr PO > $5K	NAPA AUTO PARTS 2450 MILITARY RD NIAGARA FALLS, NY 14304-1588	various	E	A		N						65,556					
Aggr PO > $5K	NASSAU NATIONAL CABLE CORP 505 NORTHERN BLVD - STE 209 GREAT NECK, NY 11021-5112	various	E	A		N						9,070					
Aggr PO > $5K	NATHAN STEEL CORP PO BOX 299 UTICA, NY 13502-2534	various	E	A		N						7,981					
Aggr PO > $5K	NATIONAL ELEVATOR INSPECTION 2788 ROOSEVELET HIGHWAY HAMLIN, NY 14464-9327	various	S	A		N						11,834					
Aggr PO > $5K	NATIONAL INDUSTRIES FOR THE BLIND 136 STATE ST - FL 2 ALBANY, NY 12207-1606	various	E	A		N						54,805					
Aggr PO > $5K	NAYLOR PIPE COMPANY 1230 E 92ND ST CHICAGO, IL 60619-7997	various	E	A		F						5,180					
Aggr PO > $5K	NEW ENGLAND FILTER CO INC 76 MAPLE TREE AVE STE 7 STAMFORD, CT 06906-2211	various	E	A		F						11,606					
Aggr PO > $5K	NEW PIG CORP ONE PORK AVE - PO BOX 304 TIPTON, PA 16684-0304	various	E	A		F						53,449					
Aggr PO > $5K	NEW YORK BOILER INC 5885 PRESTON COURT BROOKLYN, NY 11234-1022	various	S	A		N						6,625					
Aggr PO > $5K	NEW YORK LEAK DETECTION INC 1 BURNS COVE JAMESVILLE, NY 13078	various	S	A		N						11,550					
Aggr PO > $5K	NEWARK ELEMENT14 7449 MORGAN RD LIVERPOOL, NY 13090-3973	various	E	A		N						13,949					
Aggr PO > $5K	NIAGARA FRONTIER CUSTOM FABRICATION 760 NORTHLAND AVE BUFFALO, NY 14211-1041	various	E	A		N						6,007					
Aggr PO > $5K	NIAGARA LOCK AND KEY SERVICE 2035 MILITARY RD NIAGARA FALLS, NY 14304	various	E	A		N						5,684					
Aggr PO > $5K	NOBLE GAS SOLUTIONS 10 ERIE BLVD STE 1 ALBANY, NY 12204-2523	various	E	A		N						8,800					

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Aggr PO > $5K	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493	various	E	A		N						12,788					
Aggr PO > $5K	NORTH AMERICAN SWITCHGEAR INC 12502 BEREA RD CLEVELAND, OH 44111	various	E	A		F						5,958					
Aggr PO > $5K	NORTH EAST TECHNICAL SALES 171 RUTH RD HARLEYSVILLE, PA 19438	various	E	A		F						7,669					
Aggr PO > $5K	NORTHEAST CONTROLS INC 3 ENTERPRISE AVE CLIFTON PARK, NY 12065-3423	various	E	A		N						6,921					
Aggr PO > $5K	NORTHERN SAFETY CO INC 232 INDUSTRIAL PARK DR UTICA, NY 13504-4250	various	E	A		N						39,041					
Aggr PO > $5K	NORTHERN TOOL & EQUIPMENT PO B0X 1499 BURNSVILLE, MN 55337	various	E	A		F						21,464					
Aggr PO > $5K	NORTHLAND TRAILERS LLC 9280 RIVER RD MARCY, NY 13403-2069	various	E	A		N						5,367					
Aggr PO > $5K	NORTRAX INC 60 TRADE RD PLATTSBURGH, NY 12901	various	E	A		N						5,179					
Aggr PO > $5K	NYE AUTOMOTIVE GROUP INC 1479 GENESEE ST ONEIDA, NY 13421	various	E	A		N						25,264					
Aggr PO > $5K	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156	various	E	A		N						27,518					
Aggr PO > $5K	OCCUPATIONAL EYEWEAR SERVICES 8 BRADLEY RD UTICA, NY 13501-6604	various	E	A		N						14,014					
Aggr PO > $5K	OEM PARTS NETWORK INC 10763 BELL CT RANCHO CUCAMONGA, CA 91730-4834	various	E	A		F						20,451					
Aggr PO > $5K	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127	various	S	A		F						27,913					
Aggr PO > $5K	ON THE MEND MEDICAL SUPPLIES AND EQ 280 NORTH BEDFORD RD MOUNT KISCO, NY 10549	various	E	A		N						9,786					
Aggr PO > $5K	ONSITE ENTERPRISES - REGULATORY 554 CASEY RD EAST AMHERST, NY 14051-1487	various	S	A		N						7,950					

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Aggr PO > $5K	ORKIN PEST CONTROL 5 HEMLOCK ST - STE 3 LATHAM, NY 12110-2298	various	S	A		N						7,260					
Aggr PO > $5K	OTT HYDROMET CORP 22400 DAVIS DR STERLING, VA 20164-7127	various	E	A		F						15,234					
Aggr PO > $5K	PAT'S TIRE & SERVICE INC 501 ERIE BLVD W ROME, NY 13440-4805	various	E	A		N						5,531					
Aggr PO > $5K	PETROSCAN LTD 1990 NEW HWY FARMINGDALE, NY 11735-1102	various	E	A		N	03					19,350					
Aggr PO > $5K	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330	various	E	A		N						12,327					
Aggr PO > $5K	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111	various	E	A		F						11,010					
Aggr PO > $5K	PLAN & PRINT SYSTEMS INC PO BOX 218 EAST SYRACUSE, NY 13057	various	E	A		N						10,165					
Aggr PO > $5K	POOLEY INC 196 VULCAN ST BUFFALO, NY 14207-1120	various	E	A		N						5,082					
Aggr PO > $5K	PORTLAND BOLT & MANUFACTURING 3441 NW GUAM ST PORTLAND, OR 97210-1696	various	E	A		F						5,671					
Aggr PO > $5K	POTTER ASSOCIATES INC 24 BROWN CROFT BLVD ROCHESTER, NY 14609-0117	various	E	A		N						6,825					
Aggr PO > $5K	POWELL ELECTRICAL SYSTEMS INC 8550 MOSLEY DR HOUSTON, TX 77075	various	E	A		F						6,361					
Aggr PO > $5K	POWERTECH CONTROLS CO INC 909 MOTOR PKWY HAUPPAUGE, NY 11788-5250	various	E	A		N	03					11,177					
Aggr PO > $5K	PRAXAIR DISTRIBUTION INC 1811 BROADWAY BUFFALO, NY 14212-2032	various	E	A		N						27,913					
Aggr PO > $5K	PREFERRED MATERIALS LLC 1765 NEW RD NIAGARA FALLS, NY 14304-1547	various	E	A		N						5,600					
Aggr PO > $5K	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025	various	E	A		F						23,329					
Aggr PO > $5K	QUALITROL COMPANY LLC 1385 FAIRPORT RD FAIRPORT, NY 14450	various	E	A		N						24,619					

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Aggr PO > $5K	QUALITY PLUS INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074	various	E	A		N						18,815					
Aggr PO > $5K	R & G LABORATORIES INC 217 HOBBS ST- STE 105 TAMPA, FL 33619-8067	various	S	A		F						19,799					
Aggr PO > $5K	R B U'REN EQUIPMENT INC 1120 CONNECTING RD NIAGARA FALLS, NY 14304-0426	various	E	A		N						10,748					
Aggr PO > $5K	R M LILL INC 1263 RTE 9 CASTLETON, NY 12033	various	E	A		N						5,185					
Aggr PO > $5K	R P ADAMS 225 E PARK DR TONAWANDA, NY 14150-7813	various	E	A		N						5,008					
Aggr PO > $5K	R P FEDDER CORP 2501 JAMES ST STE 220 SYRACUSE, NY 13206	various	E	A		N						8,499					
Aggr PO > $5K	R S CRUM & CO 1181 GLOBE AVE MOUNTAINSIDE, NJ 07092-0209	various	E	A		F						20,164					
Aggr PO > $5K	RADIAN RESEARCH INC 3852 FORTUNE DR LAFAYETTE, IN 47905-4879	various	S	A		F						20,965					
Aggr PO > $5K	RADWELL INTERNATIONAL INC 111 MOUNT HOLLY BY PASS LUMBERTON, NJ 08048-1113	various	E	A		F						14,461					
Aggr PO > $5K	RAPID STEEL SUPPLY CORP 4963 30TH ST LONG ISLAND CITY, NY 11101-3406	various	E	A		N						12,896					
Aggr PO > $5K	RARITAN GROUP INC PO BOX 10120 NEW BRUNSWICK, NJ 08906-0120	various	E	A		F						9,869					
Aggr PO > $5K	RED WING BRANDS OF AMERICA INC 7B JULES LN NEW BRUNSWICK, NJ 08901-3611	various	E	A		F						9,249					
Aggr PO > $5K	RED WING BUSINESS ADVANTAGE ACCOUNT 6354 TRANSIT RD DEPEW, NY 14043-1072	various	E	A		N						12,612					
Aggr PO > $5K	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343	various	E	A		F						7,403					
Aggr PO > $5K	REXA INC 4 MANLEY ST WEST BRIDGEWATER, MA 02379-1017	various	S	A		F						12,789					
Aggr PO > $5K	REXEL USA INC 505 DUKE RD - STE 400 CHEEKTOWAGA, NY 14225-5101	various	E	A		N						15,485					

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Aggr PO > $5K	RICH BURNS CERTIFIED COLLISION 3694 LUTTS RD YOUNGSTOWN, NY 14174-9711	various	S	A		N						6,533					
Aggr PO > $5K	ROHE INTERNATIONAL INC 349 NORTHGATE DR WARRENDALE, PA 15086-7572	various	E	A		F						8,013					
Aggr PO > $5K	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234	various	E	A		N	03					21,979					
Aggr PO > $5K	ROSS VALVE MANUFACTURING CO INC 79 102ND ST TROY, NY 12180-1125	various	E	A		N						19,227					
Aggr PO > $5K	RUBY INDUSTRIAL TECHNOLOGIES 44 W HATFIELD ST MASSENA, NY 13662-2523	various	E	A		N						15,745					
Aggr PO > $5K	S & B COMPUTER & OFFICE 17 WOOD RD - STE 7000 ROUND LAKE, NY 12151	various	E	A		N	04					80,974					
Aggr PO > $5K	S & S SANITATION & EXCAVATION INC 22 PINE GROVE LN MALONE, NY 12953-2825	various	S	A		N						5,340					
Aggr PO > $5K	S & W SERVICES INC 6057 CORPORATE DR - STE 3 EAST SYRACUSE, NY 13057-1068	various	E	A		N						5,313					
Aggr PO > $5K	S A A LOGISTICS INC 527 TOWNLINE RD STE 301 HAUPPAUGE, NY 11788-2833	various	S	A		N						34,500					
Aggr PO > $5K	S D MYERS LLC 180 SOUTH AVE TALLMADGE, OH 44278-2864	various	S	A		F						5,910					
Aggr PO > $5K	SAFESPAN SCAFFOLDING LLC 252 FILLMORE AVE TONAWANDA, NY 14150	various	S	A		N						8,700					
Aggr PO > $5K	SANITARY WIPING CLOTH CO 501 W 3RD ST - STE 9D JAMESTOWN, NY 14701-4810	various	E	A		N						15,376					
Aggr PO > $5K	SARA L MENDELSOHN MD PLLC 800 WOODBURY RD - STE K WOODBURY, NY 11797-2592	various	P	A		N						8,950					
Aggr PO > $5K	SCHAEFER PLUMBING SUPPLY CO INC 4601 MILITARY RD NIAGARA FALLS, NY 14305	various	E	A		N						22,453					
Aggr PO > $5K	SCHWEITZER ENGINEERING LAB INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433	various	E	A		F						14,019					

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Aggr PO > $5K	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821	various	E	A		N						29,239					
Aggr PO > $5K	SEALING DEVICES INC 4400 WALDEN AVE LANCASTER, NY 14086-9751	various	E	A		N						17,177					
Aggr PO > $5K	SEAWAY DIVING & SALVAGE CO INC 10 GUIDEBOARD RD WATERFORD, NY 12188-1913	various	S	A		N						11,114					
Aggr PO > $5K	SEAWAY TIRE & AUTO INC 330 E ORVIS ST MASSENA, NY 13662	various	E	A		N						5,148					
Aggr PO > $5K	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103	various	E	A		N						10,413					
Aggr PO > $5K	SHERWIN-WILLIAMS CO 7895 NIAGARA FALLS BLVD NIAGARA FALLS, NY 14304	various	E	A		N						10,727					
Aggr PO > $5K	SIEMENS ENERGY INC 4400 N ALAFAYA TRL ORLANDO, FL 32826-2301	various	E	A		F						6,763					
Aggr PO > $5K	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886	various	E	A		N						10,657					
Aggr PO > $5K	SIEWERT EQUIPMENT 175 AKRON ST ROCHESTER, NY 14609-7297	various	E	A		N						9,821					
Aggr PO > $5K	SIGNS INC PO BOX 185 MALONE, NY 12953	various	E	A		N	03					10,106					
Aggr PO > $5K	SIMMERS CRANE DESIGN & SERVICES CO 1134 SALEM PKWY SALEM, OH 44460-1063	various	E	A		F						6,687					
Aggr PO > $5K	SIRINA PROTECTION SYSTEMS CORP 112 W 34TH ST - STE 2102 NEW YORK, NY 10120-2401	various	S	A		N						9,850					
Aggr PO > $5K	SITEONE LANDSCAPE SUPPLY 2479 WALDEN AVE CHEEKTOWAGA, NY 14225-4717	various	E	A		N						9,642					
Aggr PO > $5K	SKY TESTING SERVICES INC PO BOX 278 SYRACUSE, NY 13214-0278	various	S	A		N						9,900					
Aggr PO > $5K	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359	various	E	A		N						15,835					
Aggr PO > $5K	SLACK CHEMICAL CO INC 465 S CLINTON ST - PO BOX 30 CARTHAGE, NY 13619	various	E	A		N						9,927					

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Aggr PO > $5K	SNAP ON INCORPORATED 3011 IL ROUTE 176 CRYSTAL LAKE, IL 60014-2256	various	E	A		F						11,873					
Aggr PO > $5K	SNAP-ON INDUSTRIAL 21755 NETWORK PL CHICAGO, IL 60673-1217	various	E	A		F						21,661					
Aggr PO > $5K	SOMMERFIELD WILDLIFE CONTROL 28 S GRASSE RIVER RD MASSENA, NY 13662-3234	various	E	A		N						6,000					
Aggr PO > $5K	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, GA 30228-2950	various	E	A		F						13,457					
Aggr PO > $5K	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205	various	E	A		N						19,404					
Aggr PO > $5K	SPECTRA CONTRACT FLOORING PO BOX 208408 DALLAS, TX 75320-0001	various	E	A		F						5,262					
Aggr PO > $5K	SPX HEAT TRANSFER LLC 2121 N 161ST EAST AVE TULSA, OK 74116-4834	various	E	A		F						10,040					
Aggr PO > $5K	ST LAWRENCE SUPPLY CO PO BOX 5110 POTSDAM, NY 13676-5110	various	E	A		N						10,475					
Aggr PO > $5K	STANDARD BUYING SERVICE LTD ROOM 203 110 WEST 40TH STREET NEW YORK, NY 10018	various	E	A		N						9,000					
Aggr PO > $5K	STAPLES CONTRACT&COMMERCIAL INC 6040 DROTT DR EAST SYRACUSE, NY 13057-2943	various	E	A		N						13,762					
Aggr PO > $5K	STATE CHEMICAL SOLUTIONS 5915 LANDERBROOK DR - STE 300 MAYFIELD HEIGHTS, OH 44124-4034	various	E	A		F						6,252					
Aggr PO > $5K	STATEWIDE DISTRIBUTORS 1733 TILDEN AVE UTICA, NY 13501	various	E	A		N						9,170					
Aggr PO > $5K	STEEL SALES INC PO BOX 539 8085 STATE HIGHWAY 12 SHERBURNE, NY 13460	various	E	A		N	03					9,980					
Aggr PO > $5K	STEELCASE INC 901 44TH ST SE GRAND RAPIDS, MI 49508-7594	various	E	A		F						18,976					
Aggr PO > $5K	STONE INDUSTRIES LLC 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914	various	S	A		N						8,750					

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Aggr PO > $5K	STRITT & PRIEBE INC 37 CLYDE AVE BUFFALO, NY 14215	various	E	A		N						23,778					
Aggr PO > $5K	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508	various	E	A		N						107,161					
Aggr PO > $5K	SUBSURFACE UTILITY IMAGING LLC 6431 US HIGHWAY 11 - PO BOX 463 CANTON, NY 13617-3979	various	S	A		N						11,573					
Aggr PO > $5K	SUEZ WTS USA INC 4636 SOMERTON RD TREVOSE, PA 19053	various	E	A		F						29,680					
Aggr PO > $5K	SUPERIOR LUBRICANTS CO INC 32 WARD RD N TONAWANDA, NY 14120-2494	various	E	A		N						43,341					
Aggr PO > $5K	SUPERIOR PLUS ENERGY SERVICES INC 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960	various	E	A		N						5,697					
Aggr PO > $5K	SUR-SEAL INC 12 EDGEBORO RD - UNIT 6 EAST BRUNSWICK, NJ 08816-1651	various	E	A		F						14,004					
Aggr PO > $5K	SYSCO ALBANY LLC 1 LIEBICH LN CLIFTON PARK, NY 12065-1421	various	E	A		N						29,837					
Aggr PO > $5K	TALLMAN EQUIPMENT CO INC PO BOX 704 BENSENVILLE, IL 60106-0704	various	E	A		F						7,834					
Aggr PO > $5K	TEKTRONIX INC 428 PHOENIX DR ROME, NY 13441-4911	various	E	A		N						17,723					
Aggr PO > $5K	TEREX UTILITIES INC 500 OAKWOOK RD WATERTOWN, SD 57201-4166	various	E	A		F						5,911					
Aggr PO > $5K	THE WEEKS-LERMAN GROUP LLC 5838 PAGE PLACE MASPETH, NY 11378	various	E	A		N						9,111					
Aggr PO > $5K	THOMPSON FOUNDRY INC PO BOX 115 UNION HILL, NY 14563-0115	various	E	A		N						5,220					
Aggr PO > $5K	THREADED FASTENERS INC 358 SAINT LOUIS ST MOBILE, AL 36602-2825	various	E	A		F						12,205					
Aggr PO > $5K	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177	various	E	A		N	03					58,095					
Aggr PO > $5K	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057-1082	various	S	A		N						9,538					

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Aggr PO > $5K	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415	various	E	A		N						7,450					
Aggr PO > $5K	TIERNEY & COURTNEY INC 5842 MASPETH AVE MASPETH, NY 11378-2794	various	E	A		N						11,725					
Aggr PO > $5K	TIFCO INDUSTRIES INC 21400 US HYWY 290 CYPRESS, TX 77429	various	E	A		F						25,042					
Aggr PO > $5K	TIREHUB LLC 1 RAVINIA DR STE 1300 DUNWOODY, GA 30346-2128	various	E	A		F						49,210					
Aggr PO > $5K	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074	various	E	A		N						19,291					
Aggr PO > $5K	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057	various	E	A		N						9,000					
Aggr PO > $5K	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3904	various	E	A		N						7,109					
Aggr PO > $5K	TRACK INC 1778 VT ROUTE 105 NEWPORT, VT 05855-9717	various	E	A		F						5,749					
Aggr PO > $5K	TRANSCAT INC 35 VANTAGE POINT DR ROCHESTER, NY 14624	various	E	A		N						10,481					
Aggr PO > $5K	TRIATHLON INDUSTRIES INC 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607	various	E	A		N	03					26,770					
Aggr PO > $5K	TRIPLE A LUMBER INC 3 MALBY AVE MASSENA, NY 13662-2319	various	E	A		N						7,430					
Aggr PO > $5K	TRI-TOWN CLEANERS 26 ANDREWS ST MASSENA, NY 13662	various	S	A		N						14,268					
Aggr PO > $5K	TROY BELTING & SUPPLY COMPANY 70 COHOES RD WATERVLIET, NY 12189	various	E	A		N						5,179					
Aggr PO > $5K	TROY BOILER WORKS INC 2800 7TH AVE TROY, NY 12180-1587	various	S	A		N						6,600					
Aggr PO > $5K	TYNDALE CO 5050 APPLEBUTTER RD PIPERSVILLE, PA 18947-1808	various	E	A		F						19,550					
Aggr PO > $5K	U-LINE 400 BOULDER DR BREINIGSVILLE, PA 18031	various	E	A		F						28,172					

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Aggr PO > $5K	UNCLE SAM PIPING SOLUTIONS INC 60 113TH ST TROY, NY 12182-2849	various	E	A		N						7,691					
Aggr PO > $5K	UNIMAR INC 3195 VICKERY RD N SYRACUSE, NY 13212-4574	various	E	A		N						6,265					
Aggr PO > $5K	UNITED RENTALS (NORTH AMERICA) INC 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743	various	E	A		N						13,547					
Aggr PO > $5K	UPSTONE MATERIALS INC 111 QUARRY RD PLATTSBURGH, NY 12901	various	E	A		N						6,632					
Aggr PO > $5K	US RUBBER SUPPLY CO 238 N 9TH ST BROOKLYN, NY 11211	various	E	A		N						10,698					
Aggr PO > $5K	UTICA PLUMBING SUPPLY CO 332 LAFAYETTE ST - PO BOX 533 UTICA, NY 13503	various	E	A		N						17,016					
Aggr PO > $5K	UTICA SPRAY & CHEMICAL CO INC 2 CAMPION RD NEW HARTFORD, NY 13413	various	E	A		N						9,719					
Aggr PO > $5K	VIKING-CIVES (USA) RR#2 BOX 36-1/2 HARRISVILLE, NY 13648-9519	various	E	A		N						9,813					
Aggr PO > $5K	VILLAGE FIRE EXTINGUISHER CO INC 7235 EDSALL AVE GLENDALE, NY 11385-7322	various	S	A		N						9,141					
Aggr PO > $5K	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701	various	E	A		F						8,539					
Aggr PO > $5K	W B MASON CO INC 59 CENTRE ST - PO BOX 111 BROCKTON, MA 02303-0111	various	E	A		F						15,369					
Aggr PO > $5K	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711	various	S	A		N						5,500					
Aggr PO > $5K	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659	various	E	A		F	04					95,802					
Aggr PO > $5K	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427	various	E	A		N						15,137					
Aggr PO > $5K	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193	various	E	A		N						65,143					

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Aggr PO > $5K	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390	various	E	A		N						146,389					
Aggr PO > $5K	WEST MARINE PRODUCTS INC 2192 NIAGARA ST BUFFALO, NY 14207-14027	various	E	A		N						11,362					
Aggr PO > $5K	WESTERN NEW YORK FLUID SYSTEM 6511 BASILE ROWE EAST SYRACUSE, NY 13057-2928	various	E	A		N						6,859					
Aggr PO > $5K	WILCOX PAPER CO PO BOX 378 SYRACUSE, NY 13206-0378	various	E	A		N						6,630					
Aggr PO > $5K	WINTERS BROS HAULING OF LI LLC 1198 PROSPECT AVE WESTBURY, NY 11590-2723	various	E	A		N						9,900					
Aggr PO > $5K	WOODCHOP SHOP INC 352 COWAN RD CANTON, NY 13617-3965	various	E	A		N						7,447					
Aggr PO > $5K	WOODWARD CO 9 BURDICK DR ALBANY, NY 12205-0309	various	E	A		N						9,120					
Aggr PO > $5K	WORLD WIDE GAS TURBINE PRODUCTS INC 300 COMMERCE DR CLIFTON PARK, NY 12065-1317	various	E	A		N						13,780					
Aggr PO > $5K	WORLDWIDE TRAVEL STAFFING LIMITED 2829 SHERIDAN DR TONAWANDA, NY 14150-9420	various	S	A		N						18,000					
Aggr PO > $5K	WORTHINGTON COMPRESSOR SERVICES 3200 ENGINEERING PKWY ALPHARETTA, GA 30004-7853	various	E	A		F						14,438					
Aggr PO > $5K	YOKOGAWA CORPORATION OF AMERICA 2 DART RD NEWNAN, GA 30265-1040	various	S	A		F						9,426					
Aggr PO > $5K	YORK LADDER INC 3720 12TH ST LONG ISLAND CITY, NY 11101-6098	various	E	A		N						15,079					
Aggr CC > $5K	4 SEASONS TIRE & AUTO 100 SPRUCE ST ILION, NY 13357	various	E	A		N						16,133					
Aggr CC > $5K	4TE REMOTE SATELLITE S 1455 N DUTTON AVE STE A SANTA ROSA, CA 95401	various	E	A		F						5,275					
Aggr CC > $5K	55 ALLIED BLDG PROD 24 RAILROAD AVE ALBANY, NY 12205	various	E	A		N						8,547					

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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Aggr CC > $5K	8482 BALDWIN HALL 6552 RIDINGS RD SYRACUSE, NY 13206	various	E	A		N						17,213					
Aggr CC > $5K	A & C FURIA 75 LAFAYETTE AVENUE WHITE PLAINS, NY 10603	various	S	A		N						6,382					
Aggr CC > $5K	A BETTER BITE 99 WASHINGTON AVE ALBANY, NY 12210	various	E	A		N						15,902					
Aggr CC > $5K	A J MADISON 3605 13TH AVE BROOKLYN, NY 11218	various	E	A		N						13,812					
Aggr CC > $5K	ABC-US, INC 4989 PEACHTREE PKWY ST NORCROSS, GA 30092	various	E	A		F						6,875					
Aggr CC > $5K	ADIRONDACK ENVIRONMENT 314 NORTH PEARL ST ALBANY, NY 12207	various	S	A		N						20,622					
Aggr CC > $5K	ADMAR SUPPLY LATHAM 878 OLD ALBANY SHAKER RO LATHAM, NY 12110	various	E	A		N						17,762					
Aggr CC > $5K	ADOBE 345 PARK AVENUE SAN JOSE, CA 95110	various	I	A		F						33,535					
Aggr CC > $5K	AEF SALES 1500 SUNNYSIDE AVE. MAMARONECK, NY 10543	various	E	A		N						5,413					
Aggr CC > $5K	AIR ENGINEERING FI 17 MEMORIAL DRIVE CHAPPAQUA, NY 10514	various	S	A		N						6,000					
Aggr CC > $5K	AIRGAS USA, LLC 6055 ROCKSIDE WOODS BLVD INDEPENDENCE, OH 44131	various	E	A		F						6,099					
Aggr CC > $5K	ALBANY STEEL INC 566 BROADWAY ALBANY, NY 12204	various	E	A		N						35,641					
Aggr CC > $5K	ALBAS PIZZA & RESTAURA 36-20 DITMARS BLVD ASTORIA, NY 11105	various	E	A		N						5,409					
Aggr CC > $5K	ALBION ACE HARDWARE 146 S MAIN ST ALBION, NY 14411	various	E	A		N						6,890					
Aggr CC > $5K	ALL LIFTS - MOTO 27-39 THATCHER ST ALBANY, NY 12207	various	E	A		N						15,420					
Aggr CC > $5K	AMAZON.COM 440 TERRY AVE N SEATTLE, WA 98109	various	E	A		F						324,016					
Aggr CC > $5K	AMERICAN SPOT COOL 219 LUDLOW ST, BUSINESS B WORCESTER, MA 01603	various	S	A		F						10,208					

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Aggr CC > $5K	AMISH BARN COMPANY LLC 6048 STATE HIGHWAY 7 ONEONTA, NY 13820	various	E	A		N						5,675					
Aggr CC > $5K	AMSTERDAM ELECTRIC 314 DIVISION ST AMSTERDAM, NY 12010	various	E	A		N						5,487					
Aggr CC > $5K	APPLE.COM/US ONE APPLE PARK WAY CUPERTINO, CA 95014	various	H	A		F						6,141					
Aggr CC > $5K	ARNOLDS AUTO PARTS INC 116 N LIBERTY ST ALBION, NY 14411	various	E	A		N						17,226					
Aggr CC > $5K	ART-TECH PROMOTION 3306 PONCE DE LEON BOULEV MIAMI, FL 33134	various	E	A		F						27,727					
Aggr CC > $5K	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205	various	H	A		N						14,474					
Aggr CC > $5K	AUTOZONE #2953 6780 ROUTE 31 E NEWARK, NY 14513	various	E	A		N						9,570					
Aggr CC > $5K	A-VERDI LLC 14150 NY-31 SAVANNAH, NY 13146	various	E	A		N						9,125					
Aggr CC > $5K	B&B ROADWAY 15191 HIGHWAY 243 RUSSELLVILLE, AL 35654	various	E	A		F						8,330					
Aggr CC > $5K	B&H PHOTO MOTO 420 9TH AVE NEW YORK, NY 10001	various	E	A		N						10,030					
Aggr CC > $5K	BEATON INDUSTRIAL 6083 TRENTON RD UTICA, NY 13502	various	E	A		N						6,186					
Aggr CC > $5K	BENFIELD ELECTRIC SUPP 25 LAFAYETTE AVENUE WHITE PLAINS, NY 10603	various	S	A		N						12,665					
Aggr CC > $5K	BETLEM SERVICE CORPORA 704 CLINTON AVE S ROCHESTER, NY 14620	various	S	A		N						5,475					
Aggr CC > $5K	BJS WHOLESALE #0097 13705 20TH AVE COLLEGE POINT, NY 11356	various	E	A		N						8,423					
Aggr CC > $5K	BJS WHOLESALE #0301 6100 SAINT LAWRENCE CTR MASSENA, NY 13662	various	E	A		N						8,479					
Aggr CC > $5K	BLEVINS SEAWAY MOTORS 98 CENTER ST MASSENA, NY 13662	various	E	A		N						9,200					
Aggr CC > $5K	BOBCAT OF SARATOGA LLC 1279 SARATOGA RD GANSEVOORT, NY 12831	various	E	A		N						11,818					

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Aggr CC > $5K	BRAY SALES INC 13333 WESTLAND EAST HOUSTON, TX 77041	various	S	A		F						7,780					
Aggr CC > $5K	BURGOYNE QUALITY HAR 3093 STATE ROUTE 4 HUDSON FALLS, NY 12839	various	E	A		N						8,060					
Aggr CC > $5K	BURKE S HOME CENTER 13 65 N 2ND ST # 1358 1358 FULTON, NY 13069	various	E	A		N						8,001					
Aggr CC > $5K	BUYDOORHARDWARE 7700 EASTPORT PARKWAY LEES SUMMIT, MO 64064	various	E	A		F						8,154					
Aggr CC > $5K	C AND M ENTERPRISES 1803 YOUNGS RD DELANSON, NY 12053	various	E	A		N						5,874					
Aggr CC > $5K	CAMILLES SIDEWALK CAFE 15 BANK ST WHITE PLAINS, NY 10606	various	E	A		N						33,769					
Aggr CC > $5K	CANON SOLUTIONS AMER I 100 PARK BOULEVARD ITASCA, IL 60143	various	E	A		F						15,405					
Aggr CC > $5K	CDW 200 N MILWAUKEE AVE. VERNON HILLS, IL 60061	various	H	A		F						38,651					
Aggr CC > $5K	CELLULAR SALES MG-1B 9040 EXECUTIVE PARK DR KNOXVILLE, TN 37923	various	T	A		F						8,960					
Aggr CC > $5K	CINTAS CORP 6800 CINTAS BLVD MASON, OH 45040	various	E	A		F						16,105					
Aggr CC > $5K	CITY PLUMBING & ELECTR 730 E E BUTLER PARKWAY GAINESVILLE, GA 30501	various	E	A		F						6,368					
Aggr CC > $5K	CONNECTION 730 MILFORD ROAD RTE MERRIMACK, NH 03054	various	E	A		F						10,912					
Aggr CC > $5K	COOK BROTHERS TRUCK PA 36 WURZ AVE UTICA, NY 13502	various	E	A		N						6,760					
Aggr CC > $5K	COOPERFRIEDMAN NIAGARA 910 FASHION OUTLET BLVD NIAGARA FALLS, NY 14304	various	E	A		N						15,201					
Aggr CC > $5K	COOPERFRIEDMAN OSWEGO 468 W 1ST ST OSWEGO, NY 13126	various	E	A		N						6,114					
Aggr CC > $5K	CS BUSINESS SYSTEMS 1236 MAIN STREET BUFFALO, NY 14209	various	H	A		N						8,917					
Aggr CC > $5K	CYLINDER SERVICES 900 MAPLE STREET ROCHESTER, NY 14611	various	E	A		N						12,545					

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Aggr CC > $5K	D & W DIESEL, INC. 1503 CLARK STREET ROAD AUBURN, NY 13021	various	E	A		N						9,743					
Aggr CC > $5K	DART SEASONAL PRODUCTS 100 CEDARHURST AVE CEDARHURST, NY 11516	various	S	A		N						7,569					
Aggr CC > $5K	DATABIT INC 200 STATE RT 17 MAHWAH, NJ 07430	various	H	A		F						11,184					
Aggr CC > $5K	DELOKA LLC 150 DUNN RD LYONS, NY 14489	various	S	A		N						14,281					
Aggr CC > $5K	DIRECT METALS COMPANY 3775 COBB INTL BLVD NW KENNESAW, GA 30152	various	E	A		F						6,129					
Aggr CC > $5K	DISPLAYS2GO 81 COMMERCE DRIVE FALL RIVER, MA 02720	various	E	A		F						6,234					
Aggr CC > $5K	DIVAL SAFETY EQUIPMENT 1721 NIAGARA STREET BUFFALO, NY 14207	various	E	A		N						7,785					
Aggr CC > $5K	DMI DELL HLTHCR/REL ONE DELL WAY ROUND ROCK, TX 78682	various	H	A		F						27,152					
Aggr CC > $5K	DS SERVICES STANDARD C 2300 WINDY RIDGE PKW ATLANTA, GA 30339	various	E	A		F						5,062					
Aggr CC > $5K	DURAMAX MARINE LLC 17990 GREAT LAKES PKWY HIRAM, OH 44234	various	E	A		F						8,497					
Aggr CC > $5K	DVIDEO PRODUCTIONS STU 2900 WESTCHESTER AVESUITE PURCHASE, NY 10577	various	I	A		N						17,160					
Aggr CC > $5K	E & V ENERGY CORPORATI 2737 ERIE DR WEEDSPORT, NY 13166	various	S	A		N						11,826					
Aggr CC > $5K	E-HAZARD.COM 3018 EASTPOINT PARKWAY LOUISVILLE, KY 40223	various	S	A		F						6,000					
Aggr CC > $5K	ELLICOTT DREDGES LLC 1611 BUSH ST BALTIMORE, MD 21230	various	E	A		F						7,902					
Aggr CC > $5K	EMPIRE HYDRAULICS & MA 13428 VICTORY LANE PHOENIX, NY 13135	various	E	A		N						5,112					
Aggr CC > $5K	EUCI 4601 DTC BLVD STE 80 DENVER, CO 80237	various	S	A		F						9,560					
Aggr CC > $5K	E-Z PASSNY REBILL 1150 SOUTH AVE STATEN ISLAND, NY 10314	various	E	A		N						25,980					

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Aggr CC > $5K	F.W. WEBB - 59 415 BROAD ST UTICA, NY 13501	various	E	A		N						6,333					
Aggr CC > $5K	FASTENAL COMPANY 11270 MAPLE RIDGE RD MEDINA, NY 14103	various	E	A		N						36,597					
Aggr CC > $5K	FEDERAL SHEET METAL WO 1416 DUDLEY AVE UTICA, NY 13501	various	E	A		N						9,050					
Aggr CC > $5K	FIBER INSTRUMENT & S 161 CLEAR RD ORISKANY, NY 13424	various	S	A		N						9,818					
Aggr CC > $5K	FIRST CHOICE ELECTRIC 319 W UNION STREET NEWARK, NY 14513	various	E	A		N						7,942					
Aggr CC > $5K	FISHER AUTO PARTS 215 36 WURZ AVE STE #2 UTICA, NY 13502	various	E	A		N						18,557					
Aggr CC > $5K	FIVE STAR EQUIPMENT EA 6500 E TAFT RD EAST SYRACUSE, NY 13057	various	E	A		N						6,803					
Aggr CC > $5K	FOUR SEASONS RV RENTAL 724 OLD LIVERPOOL RD LIVERPOOL, NY 13088	various	E	A		N						5,000					
Aggr CC > $5K	GARDNERS FLOORING & FU 325 CEDAR ST OGDENSBURG, NY 13669	various	E	A		N						7,816					
Aggr CC > $5K	GEEKLANDUSA 7700 EASTPORT PARKWAY ATLANTA, GA 30309	various	E	A		F						10,163					
Aggr CC > $5K	GENESIS ENVIRONMENTAL 8422 S 7 HWY. BLUE SPRINGS, MO 64014	various	S	A		F						16,185					
Aggr CC > $5K	GJLAGO 7700 EASTPORT PARKWAY SAN JOSE, CA 95131	various	E	A		F						9,100					
Aggr CC > $5K	GLADD SECURITY INC 5390 S BAY RD SYRACUSE, NY 13212	various	E	A		N						6,411					
Aggr CC > $5K	GODADDY.COM 7700 EASTPORT PARKWAY SCOTTSDALE, AZ 85260	various	I	A		F						5,925					
Aggr CC > $5K	GOVCNCTN 706 MILFORD ROAD MERRIMACK, NH 03054	various	H	A		F						12,087					
Aggr CC > $5K	GRAINGER 100 GRAINGER PKWY LAKE FOREST, IL 60045	various	E	A		F						209,882					
Aggr CC > $5K	GRAPHIC MANAGEMENT PAR 47 PURDY AVE STE 2 PORT CHESTER, NY 10573	various	S	A		N						5,837					

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Aggr CC > $5K	GRAPHIC PRODUCTS INC 9825 SW SUNSHINE CT BEAVERTON, OR 97005	various	E	A		F						9,633					
Aggr CC > $5K	GRASP TECHNOLOGIES, IN 3550 CAMINO DEL RIO NORTH SAN DIEGO, CA 92108	various	I	A		F						9,998					
Aggr CC > $5K	GREEN MOUNTAIN ELECTRI 356 RATHE RD COLCHESTER, VT 05446	various	E	A		F						6,173					
Aggr CC > $5K	GRIMCO INC 11745 SAPPINGTON BRKS RD SAINT LOUIS, MO 63127	various	E	A		F						7,581					
Aggr CC > $5K	GROUP IMAGING 751 N COUNTRY CLUB DR MESA, AZ 85201	various	E	A		F						6,290					
Aggr CC > $5K	HARBOR FREIGHT TOOLS 7 6515 BROCKPORT SPENCERPO BROCKPORT, NY 14420	various	E	A		N						6,093					
Aggr CC > $5K	HARVARD MAINTENANCE 201 S BISCAYNE BLVD 24TH MIAMI, FL 33131	various	S	A		F						5,678					
Aggr CC > $5K	HAUN - UTICA 728 BROAD ST UTICA, NY 13502	various	E	A		N						11,680					
Aggr CC > $5K	HAUN WELDING SUPPLY 5921 COURT STREET RD SYRACUSE, NY 13206	various	E	A		N						6,381					
Aggr CC > $5K	HD SUPPLY WHITE CAP #5 106 BOSS RD SYRACUSE, NY 13211	various	E	A		N						10,634					
Aggr CC > $5K	HEWLETT-PACKARD CO 3000 HANOVER ST PALO ALTO, CA 94304	various	H	A		F						19,800					
Aggr CC > $5K	HOFFMAN BOOTS 100 E RIVERSIDE AVE KELLOGG, ID 83837	various	E	A		F						10,249					
Aggr CC > $5K	HOMEDEPOT.COM 2455 PACES FERRY ROAD ATLANTA, GA 30339	various	E	A		F						10,311					
Aggr CC > $5K	HP DIRECT-ENTERPRISE 1501 PAGE MILL ROAD PALO ALTO, CA 94304	various	H	A		F						23,314					
Aggr CC > $5K	HUBBELL GALVANIZING, I 5124 COMMERCIAL DRIVE EAS YORKVILLE, NY 13495	various	S	A		N						6,826					
Aggr CC > $5K	HUNT UNDERWATER SP 40768 NEW YORK 12 CLAYTON, NY 13624	various	S	A		N						7,105					
Aggr CC > $5K	ICM MECHANICAL CON 1205 SAW MILL RIVER RD YONKERS, NY 10710	various	S	A		N						8,217					

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Aggr CC > $5K	IHS GLOBAL 15 INVERNESS WAY E ENGLEWOOD, CO 80112	various	E	A		F						9,400					
Aggr CC > $5K	INDIANA SAFETY & SUPPL 1001 NE 3RD ST WASHINGTON, IN 47501	various	E	A		F						9,120					
Aggr CC > $5K	INDUSTRIAL HANDLIN 209 ALPLAUS AVE ALPLAUS, NY 12008	various	S	A		N						5,171					
Aggr CC > $5K	INKWELL GLOBAL MARKETI 600 MADISON AVE ENGLISHTOWN, NJ 07726	various	E	A		F						11,983					
Aggr CC > $5K	INT JCRANE EQUIPME 10315 W US ROUTE 36 COVINGTON, OH 45318	various	E	A		F						8,513					
Aggr CC > $5K	INT'L CODE COUNCIL INC 4051 W FLOOSMOOR RD COUNTRY CLUB HILLS, IL 60478	various	E	A		F						9,068					
Aggr CC > $5K	IRON HORSE WELDING 329 COUNTY ROUTE 357 MEDUSA, NY 12120	various	E	A		N						5,346					
Aggr CC > $5K	IVCI LLC 601 OLD WILLETS PATH HAUPPAUGE, NY 11788	various	I	A		N						8,787					
Aggr CC > $5K	JANITRONICS 1988 CENTRAL AVE ALBANY, NY 12205	various	S	A		N						13,734					
Aggr CC > $5K	JC SMITH INC 12 RAILROAD AVE ALBANY, NY 12205	various	E	A		N						7,132					
Aggr CC > $5K	JOHN MINI LANDSCAPES 250 BRENNER DRIVE CONGERS, NY 10920	various	S	A		N						11,549					
Aggr CC > $5K	JOHN W DANFORTH COMPAN 300 COLVIN WOODS PARKWAY TONAWANDA, NY 14150	various	S	A		N						9,914					
Aggr CC > $5K	JOHNSON AUTO PARTS 208 N PERRY ST JOHNSTOWN, NY 12095	various	E	A		N						10,206					
Aggr CC > $5K	JOHNSTONE SUPPLY 2600 6TH AVE TROY, NY 12180	various	E	A		N						6,712					
Aggr CC > $5K	KIVORT STEEL 380 HUDSON RIVER RD WATERFORD, NY 12188	various	E	A		N						10,359					
Aggr CC > $5K	KLEIN STEEL SERVICE 105 VANGUARD PKWY ROCHESTER, NY 14606	various	E	A		N						39,363					
Aggr CC > $5K	LANDPRO EQUIPMENT LLC 13330 RT 31 SAVANNAH, NY 13146	various	E	A		N						13,190					

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Aggr CC > $5K	LEWIS GENERAL TIRES 3870 W. HENRIETTA RD. ROCHESTER, NY 14623	various	E	A		N						7,379					
Aggr CC > $5K	LIEBERT SERVICES INC. 610 EXECUTIVE CAMPUS DR # WESTERVILLE, OH 43082	various	S	A		F						7,515					
Aggr CC > $5K	LINDENMEYR MUNROE 115 MOONACHIE AVENUE MOONACHIE, NJ 07074	various	E	A		F						33,540					
Aggr CC > $5K	LOGMEIN RESCUE 320 SUMMER ST BOSTON, MA 02210	various	I	A		F						8,993					
Aggr CC > $5K	LOWES #00523 710 HORATIO STREET UTICA, NY 13502	various	E	A		N						20,775					
Aggr CC > $5K	LOWES #00641 251 QUAKER RD. QUEENSBURY, NY 12804	various	E	A		N						9,445					
Aggr CC > $5K	LOWES #01880 4825 STATE HIGHWAY 30 AMSTERDAM, NY 12010	various	E	A		N						5,194					
Aggr CC > $5K	LOWES #02379 3856 STATE ROUTE 31 LIVERPOOL, NY 13090	various	E	A		N						8,403					
Aggr CC > $5K	LOWES #02400 182 LOWES BOULEVARD HERKIMER, NY 13350	various	E	A		N						7,554					
Aggr CC > $5K	LOWES #02434 300 OWENS RD BROCKPORT, NY 14420	various	E	A		N						8,627					
Aggr CC > $5K	LOWES #02759 3030 SESSLER DRIVE GENEVA, NY 14456	various	E	A		N						12,314					
Aggr CC > $5K	MACKENZIE DOOR CO 4900 WEST SIDE AVENUE NORTH BERGEN, NJ 07047	various	S	A		F						8,945					
Aggr CC > $5K	MACLEOD S LUMBER AND H 9870 STATE ROUTE 4 WHITEHALL, NY 12887	various	E	A		N						6,798					
Aggr CC > $5K	MATHWORKS 3 APPLE HILL DRIVE NATICK, MA 01760	various	I	A		F						5,955					
Aggr CC > $5K	MCMASTER-CARR 600 N COUNTY LINE RD ELMHURST, IL 60126	various	E	A		F						37,131					
Aggr CC > $5K	MCQUADE AND BANNIGAN 1300 STARK ST UTICA, NY 13502	various	E	A		N						29,163					
Aggr CC > $5K	MENARDS E-COMMERCE 5106 OLD MILL CENTER BLDG EAU CLAIRE, WI 54703	various	E	A		F						8,371					

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Aggr CC > $5K	METROCOM WIRELESS, 31 PLAINFIELD AVENUE BEDFORD HILLS, NY 10507	various	E	A		N						6,782					
Aggr CC > $5K	MILTON CAT 294 AINSLEY DRIVE SYRACUSE, NY 13210	various	E	A		N						18,996					
Aggr CC > $5K	MJ DALY LLC 300 SCHRAFFTS DRIVE WATERBURY, CT 06705	various	S	A		F						7,013					
Aggr CC > $5K	MOLEY MAGNETICS INC 5202 COMMERCE DR LOCKPORT, NY 14094	various	S	A		N						17,534					
Aggr CC > $5K	MONROE TRACTOR SYRACUS 7300 EASTMAN RD SYRACUSE, NY 13212	various	E	A		N						6,184					
Aggr CC > $5K	MONROEMEDIA 7700 EASTPORT PARKWAY SAN JOSE, CA 95131	various	S	A		F						9,998					
Aggr CC > $5K	MRE STAR 5705 90TH AVE CIR E PARRISH, FL 34219	various	E	A		F						12,221					
Aggr CC > $5K	MSC 75 MAXESS RD MELVILLE, NY 11747	various	E	A		N						20,847					
Aggr CC > $5K	MULTI MEDIA PROMOTIO 33 SOUTHWICK CT SOUTH PLAINVIEW, NY 11803	various	S	A		N						9,069					
Aggr CC > $5K	NANOTOUCH RETAIL S CENTER FOR INNOVATION IN FOREST, VA 24551	various	E	A		F						7,948					
Aggr CC > $5K	NAPA STORE 0508086 369 2ND AVENUE TROY, NY 12182	various	E	A		N						9,982					
Aggr CC > $5K	NAPA STORE 0677042 6041 SOUTH TRANSIT ROAD LOCKPORT, NY 14094	various	E	A		N						15,071					
Aggr CC > $5K	NAPA STORE 0895005 74 EAST GENESEE STREET BALDWINSVILLE, NY 13027	various	E	A		N						7,639					
Aggr CC > $5K	NATIONAL CONSTRUCTION 15319 CHATSWORTH ST MISSION HILLS, CA 91345	various	E	A		F						7,980					
Aggr CC > $5K	NATIONAL GRID 300 ERIE BOULEVARD WEST SYRACUSE, NY 13202	various	E	A		N						7,911					
Aggr CC > $5K	NEWEGG INC 17560 ROWLAND ST ROWLAND HEIGHTS, CA 91748	various	H	A		F						22,240					
Aggr CC > $5K	NIAGARA FRONTIER EQ SA 4060 LAKE AVE LOCKPORT, NY 14094	various	E	A		N						5,290					

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Aggr CC > $5K	NORTHEAST CRANE MAT CO 1210 VAUGHN RD QUEENSBURY, NY 12804	various	E	A		N						5,535					
Aggr CC > $5K	NORTHERN INDUSTRIAL SU 482 LOCUST GROVE ROAD GREENFIELD CENTER, NY 12833	various	E	A		N						9,114					
Aggr CC > $5K	NURSE SERVICES (1) 123 MAIN STREET WHITE PLAINS, NY 10601	various	P	A		N						22,209					
Aggr CC > $5K	NURSE SERVICES (2) 123 MAIN STREET WHITE PLAINS, NY 10601	various	P	A		N						25,952					
Aggr CC > $5K	NURSE SERVICES (3) 123 MAIN STREET WHITE PLAINS, NY 10601	various	P	A		N						27,380					
Aggr CC > $5K	NUWAY CONCRETE EQUIPME 5890 FISHER RD EAST SYRACUSE, NY 13057	various	E	A		N						7,005					
Aggr CC > $5K	OCS CHEMICAL ENGINEERI 1062 OREGON RD CORTLANDT MANOR, NY 10567	various	S	A		N						13,450					
Aggr CC > $5K	OFFICEDEPOT 7700 EASTPORT PARKWAY NEWVILLE, PA 17241	various	E	A		F						7,391					
Aggr CC > $5K	ORVILLES HOME APPLIANC 4555 BAILEY AVE BUFFALO, NY 14226	various	E	A		N						7,492					
Aggr CC > $5K	PACEMAKER STEEL 501 MAIN ST UTICA, NY 13501	various	E	A		N						19,345					
Aggr CC > $5K	PARADIGM ENVIRONMENTAL 179 LAKE AVENUE ROCHESTER, NY 14608	various	S	A		N						5,527					
Aggr CC > $5K	PC RICHARD & SON #29 3518 STEINWAY LONG ISLAND CITY, NY 11101	various	E	A		N						5,522					
Aggr CC > $5K	PIERCE STEEL FABRICATO 430 N 7TH ST OLEAN, NY 14760	various	E	A		N						6,944					
Aggr CC > $5K	PIPEDREAM SERVICE OF W 10 FRONCKOWIAK AVE BUFFALO, NY 14227	various	S	A		N						5,000					
Aggr CC > $5K	POLLINATORP 7700 EASTPORT PARKWAY SAN FRANCISCO, CA 94111	various	S	A		F						6,164					
Aggr CC > $5K	POSITIVE PROMOTIONS 15 GILPIN AVE HAUPPAUGE, NY 11788	various	E	A		N						5,449					
Aggr CC > $5K	PP COMMERCIALD 7700 EASTPORT PARKWAY THERESA, NY 13691	various	S	A		N						6,306					

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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Aggr CC > $5K	PRAGMATIC MARKETING LL 8960 E RAINTREE DR SCOTTSDALE, AZ 85260	various	P	A		F						6,970					
Aggr CC > $5K	PREFERRED CHEMICAL 919 LONDONDERRY CT SCHENECTADY, NY 12309	various	E	A		N						35,380					
Aggr CC > $5K	PRINTING EMPORIUM 14 KEES PLACE MERRICK, NY 11566	various	E	A		N						74,132					
Aggr CC > $5K	PROFESSIONAL FLIGHT MA 555 E CITY AVE STE 5 BALA CYNWYD, PA 19004	various	I	A		F						17,718					
Aggr CC > $5K	PROFTECH LLC 200 CLEARBROOK RD ELMSFORD, NY 10523	various	E	A		N						12,019					
Aggr CC > $5K	PUMP SVC & SUPPLY,INC. 1 REGATTA PLACE TROY, NY 12180	various	S	A		N						42,031					
Aggr CC > $5K	QUENCH USA, INC. 630 ALLENDALE RD STE 200 KING OF PRUSSIA, PA 19406	various	S	A		F						7,874					
Aggr CC > $5K	RCN COMMUNICATIONS 220 JENNINGS AVENUE KNOXVILLE, TN 37917	various	H	A		F						12,702					
Aggr CC > $5K	READY STORE 14015 MINUTEMAN DR DRAPER, UT 84020	various	E	A		F						18,042					
Aggr CC > $5K	READYREFRESH BY NESTLE 2767 E IMPERIAL HWY STE 1 BREA, CA 92821	various	E	A		F						9,062					
Aggr CC > $5K	REGIONAL INT HENRIETTA 1007 LEHIGH STATION RD HENRIETTA, NY 14467	various	E	A		N						6,969					
Aggr CC > $5K	REIGN VERMONT 4403 MAIN STREET WAITSFIELD, VT 05673	various	E	A		F						13,000					
Aggr CC > $5K	RESTAURANT DEPOT 4340 57TH AVE MASPETH, NY 11378	various	E	A		N						5,256					
Aggr CC > $5K	ROBERT FINKE AND SONS 1569 ROUTE 9 W SELKIRK, NY 12158	various	S	A		N						8,210					
Aggr CC > $5K	RS MEANS 30 PATEWOOD DR STE 350 GREENVILLE, SC 29615	various	E	A		F						6,141					
Aggr CC > $5K	RUGGED DEPOT LLC 7700 EASTPORT PARKWAY HARTSEL, CO 80449	various	H	A		F						8,849					
Aggr CC > $5K	S&P GLOBAL PLATTS 55 WATER STREET NEW YORK, NY 10041	various	E	A		N						13,783					

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Aggr CC > $5K	SAA LOGISTICS INC 527 TOWNLINE ROAD HAUPPAUGE, NY 11788	various	S	A		N						8,741					
Aggr CC > $5K	SAFWAY SERVICES #56 36 BROADWAY ALBANY, NY 12204	various	E	A		N						23,652					
Aggr CC > $5K	SAMS OF GEDNEY WAY 52 GEDNEY WAY WHITE PLAINS, NY 10605	various	E	A		N						5,525					
Aggr CC > $5K	SAMSCLUB.COM 608 SW 8TH ST BENTONVILLE, AR 72712	various	E	A		F						11,323					
Aggr CC > $5K	SANTELLI LUMBER-LYONS 16 FORGHAM ST LYONS, NY 14489	various	E	A		N						13,570					
Aggr CC > $5K	SELLSTROM MANUFACTURIN 2050 HAMMOND DR SCHAUMBURG, IL 60173	various	S	A		F						7,407					
Aggr CC > $5K	SENTECPROMO 7700 EASTPORT PARKWAY SAN JOSE, CA 95131	various	E	A		F						9,888					
Aggr CC > $5K	SHAKO 190 OLD LOUDON RD LATHAM, NY 12110	various	E	A		N						16,441					
Aggr CC > $5K	SHANE SYRACUSE INC 900 N STATE ST SYRACUSE, NY 13208	various	E	A		N						37,079					
Aggr CC > $5K	SHARE CORPORATION 7821 N FAULKNER MILWAUKEE, WI 53224	various	E	A		F						23,528					
Aggr CC > $5K	SMITH CONTROL SYSTEMS 1839 ROUTE 9H HUDSON, NY 12534	various	S	A		N						5,226					
Aggr CC > $5K	SMK SURVEYMONKEY.COM 285 HAMILTON AVE PALO ALTO, CA 94301	various	I	A		F						5,883					
Aggr CC > $5K	SOLUTIONS IN SCIEN 15070 KOMEDAL RD NE BAINBRIDGE ISLAND, WA 98110	various	S	A		F						8,214					
Aggr CC > $5K	STAPLES DIRECT 500 STAPLES DRIVE FRAMINGHAM, MA 01702	various	E	A		F						13,169					
Aggr CC > $5K	STEPHENSON EQUIPMENT 7201 PAXTON STREET HARRISBURG, PA 17111	various	E	A		F						6,202					
Aggr CC > $5K	SYNACKTEK LLC 15 SERENE DR SHELTON, CT 06484	various	I	A		F						5,639					
Aggr CC > $5K	TEQUIPMENT.NET 205 WESTWOOD AVE. LONG BRANCH, NJ 07740	various	E	A		F						18,147					

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Aggr CC > $5K	THE EMPIRE CRANE COMP 7021 PERFORMANCE DR SYRACUSE, NY 13212	various	E	A		N						11,499					
Aggr CC > $5K	THE HOME DEPOT #1287 750 BUILDERS WAY NIAGARA FALLS, NY 14304	various	E	A		N						5,305					
Aggr CC > $5K	THE HOME DEPOT #8996 41 STEPHENVILLE RD MASSENA, NY 13662	various	E	A		N						5,412					
Aggr CC > $5K	THE HOME DEPOT 1246 770 JEFFERSON ROAD ROCHESTER, NY 14623	various	E	A		N						5,141					
Aggr CC > $5K	THE HOME DEPOT PRO 801 WEST BAY STREET JACKSONVILLE, FL 32204	various	E	A		F						33,908					
Aggr CC > $5K	THE IRON TOMATO 57 MAMARONECK AVE WHITE PLAINS, NY 10601	various	E	A		N						112,875					
Aggr CC > $5K	THE WEBSTAURANT STORE 2205 OLD PHILADELPHIA PIK LANCASTER, PA 17602	various	E	A		F						13,005					
Aggr CC > $5K	TIDELAND SIGNAL 4310 DIRECTORS ROW HOUSTON, TX 77092	various	E	A		F						13,767					
Aggr CC > $5K	TLC OFFICE CLEANERS 58 KRYSTAL DR SOMERS, NY 10589	various	S	A		N						6,575					
Aggr CC > $5K	TRACEY ROAD EQUIPMENT 300 MIDDLE RD HENRIETTA, NY 14467	various	E	A		N						29,761					
Aggr CC > $5K	TROY BOILER WORKS, INC 2800 7TH AVE TROY, NY 12180	various	S	A		N						5,030					
Aggr CC > $5K	TRUE NORTH TEAM BUILDI 6 TROWBRIDGE DR BETHEL, CT 06801	various	S	A		F						7,674					
Aggr CC > $5K	ULINE SHIP SUPPLIES 12575 ULINE DR PLEASANT PRAIRIE, WI 53158	various	E	A		F						11,399					
Aggr CC > $5K	UNIFORM STATES OF AMER 920 SAVITT PL UNION, NJ 07083	various	E	A		F						68,149					
Aggr CC > $5K	UNITED AG TURF FULTONV 3021 ROUTE 5S FULTONVILLE, NY 12072	various	E	A		N						5,778					
Aggr CC > $5K	US LEGAL 363 N SAM HOUSTON PKWY E HOUSTON, TX 77060	various	I	A		F						13,072					
Aggr CC > $5K	UTICA MACK, INC. 9426 RIVER RD MARCY, NY 13403	various	E	A		N						9,171					

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Aggr CC > $5K	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206	various	E	A		N						6,504					
Aggr CC > $5K	VERSATILE LLC 527 STATE ROUTE 31 PORT BYRON, NY 13140	various	E	A		N						5,964					
Aggr CC > $5K	W AND M SPRINKLER NYC 50 BROADWAY STE 104 HAWTHORNE, NY 10532	various	S	A		N						11,403					
Aggr CC > $5K	WALLAUER DECORATING 30 VIRGINIA RD WHITE PLAINS, NY 10603	various	E	A		N						5,017					
Aggr CC > $5K	WAL-MART #1946 49 SMITH ROAD MASSENA, NY 13662	various	E	A		N						6,418					
Aggr CC > $5K	WALMART.COM 702 SW 8TH STREET MS100 BENTONVILLE, AR 72716	various	E	A		F						17,100					
Aggr CC > $5K	WAREHOUSE AT HUCK FINN 25 ERIE BOULEVARD ALBANY, NY 12204	various	E	A		N						6,186					
Aggr CC > $5K	WARREN TIRE SERVICE - 203 N COMRIE AVE JOHNSTOWN, NY 12095	various	S	A		N						5,917					
Aggr CC > $5K	WARREN W FANE INC 449 STATE ROUTE 40 TROY, NY 12182	various	S	A		N						5,289					
Aggr CC > $5K	WATER - COFFEE DELIVER 2300 WINDY RIDGE PKW ATLANTA, GA 30339	various	E	A		F						7,934					
Aggr CC > $5K	WB MASON 59 CENTRE ST BROCKTON, MA 02303	various	E	A		F						50,452					
Aggr CC > $5K	WELLER AUTO 0030236 3513 BURGOYNE AVE. HUDSON FALLS, NY 12839	various	E	A		N						15,458					
Aggr CC > $5K	WILEY BROS. INC. 1854 NEW YORK 40 SCHAGHTICOKE, NY 12154	various	E	A		N						11,479					
Aggr CC > $5K	WM SUPERCENTER #1909 1540 MILITARY RD NIAGARA FALLS, NY 14304	various	E	A		N						7,342					
Aggr CC > $5K	WOODWARD COMPANY,THE 9 BURDICK DR ALBANY, NY 12205	various	E	A		N						19,567					
Aggr CC > $5K	WR ENTERPRISES 17 MOREHOUSE LANE MIDDLE FALLS, NY 12848	various	E	A		N						14,900					
Aggr CC > $5K	YATES GEAR INC 2608 HARTNELL AVE STE 6 REDDING, CA 96002	various	E	A		F						5,240					

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Aggr CC > $5K	YRC INC DBA YRC FREIGH 10990 ROE AVE. LEAWOOD, KS 66211	various	S	A		F						6,628					
Aggr CC > $5K	ZEP SALES AND SERVICE 3330 CUMBLAND BLVD SE700 ATLANTA, GA 30318	various	E	A		F						7,627					
		TOTALS								7,523,752,652	2,578,696,465	761,029,554	4,945,070,546				

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	Contracts		Aggr PO	Aggr CC
Number of Contracts	2759		423	243
Total Contract Value		$7,523,752,652		
Total Expended to Date		$2,578,696,465		
Total Expended in Report Year		$749,761,644	$7,674,647	$3,593,263
Status Summary	Count	Contract Value		
Open Contracts	1549	$6,673,857,897		
Closed Contracts	1210	$849,894,755		
Method of Award Summary				
Competitive Bid	2170	$7,360,728,723		
Sole Source	178	$17,435,104		
Single Source	239	$44,218,601		
Competitive Search	134	$98,247,870		
Discretionary for Diverse Suppliers	38	$3,122,354		
Commitment Type Summary				
Architectural and Engineering Services	125	$172,805,028		
Construction	198	$4,463,445,090		
Equipment / Goods / Commodities	1029	$653,718,701		
IT Hardware	38	$34,427,456		
IT Software	82	$11,266,195		
Legal Services	29	$31,994,308		
Maintenance and Outage Services	13	$263,527,232		
Personal Services	453	$628,257,607		
IT Consulting and Development	30	$7,345,759		
Other Non-Personal Services	703	$1,038,782,176		
Telecommunications	5	$8,869,714		
Contingent Workforce	54	$209,313,386		

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FD-1990-33	Northville Industries Corp. NIC 25 Melville Park Road Melville NY 117470398	Oil Storage Agreement	E	1		N	N		$17,155,228	$17,155,228	$598,700	$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		$5,096,325	$5,096,325	$152,419	$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	32	$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	32	$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	32	$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	32	$69,252,906	$69,252,906	$1,014,858	$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	32	$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	32	$519,751,395	$519,751,395	$66,760	$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	32	$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	32	$85,198,833	$85,198,833	$1,006,406	$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	32	$484,656,871	$484,656,871	$1,897,029	$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	32	$40,075,218	$40,075,218	$1,302,506	$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	32	$47,096,447	$47,096,447	$0	$0	07/01/08	O	*	
FD-2008-10	United Energy Trading, LLC 215 Union Boulevard Lakewood CO 80228	NAESB Agreement for Natural Gas	E	B		F	N	32	$159,002,299	$159,002,299	$0	$0	11/19/08	O	*	
FD-2009-07	Conoco Phillips Company 600 North Dairy Ashford Houston TX 77079	NAESB Agreement for Natural Gas	E	B		F	N	32	$46,185,567	$46,185,567	$391,551	$0	05/01/09	O	*	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
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	$15,895,253	$15,895,253	$68,576	$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	$0	$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	$204,002,685	$204,002,685	$2,020,759	$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	$42,219,606	$42,219,606	$1,404,689	$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	$66,839,383	$66,839,383	$5,047,242	$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	$361,374,088	$361,374,088	$16,206,978	$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	$12,150,923	$12,150,923	$4,440,051	$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	$65,740,203	$65,740,203	$2,073,823	$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	$89,927,998	$89,927,998	$17,905,435	$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	N	32	$2,689,248	$2,689,248	$301,390	$0	12/14/15	O	*	
FD-2016-02	Astoria Energy II LLC 1710 Steinway Street Astoria NY 11105	AEII Demand Charges	E	1		N	N		$81,160	$81,160	$39,411	$0	05/01/16	O	*	
FD-2016-07	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Flynn)	E	1		N	N		$3,941,754	$3,941,754	$1,603,532	$0	04/01/17	O	*	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FD-2018-09	Twin Eagle Resource Management LLC 8847 West Sam Houston Houston TX 77040	NAESB Agreement for Natural Gas	E	B		F	N	32	$191,201	$191,201	$191,201	$0	07/10/18	O	*	
FD-2018-13	Engie Energy Marketing NA, Inc. 1990 Post Oak Blvd Houston TX 77058	NAESB Agreement for Natural Gas	E	B		F	N	34	$8,870,037	$8,870,037	$2,034,026	$0	04/12/18	O	*	
FD-2018-19	Consolidated Edison Energy 100 Summit Lake Drive Valhalla NY 10595	NAESB Agreement for Natural Gas	E	B		F	N	32	$151,233	$151,233	$6,258	$0	02/19/19	O	*	
FD-2018-20	Freepoint Commodities LLC 58 Commerce Road Stamford CT 06902	NAESB Agreement for Natural Gas	E	B		F	N	32	$5,189,720	$5,189,720	$504,050	$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	32	$4,075,114	$4,075,114	$2,017,793	$0	07/19/18	O	*	
FD-2019-02	Castleton Commodities Mercant Trading LP 2200 Atlantic Street Stamford, CT 06902	NAESB Agreement for Natural Gas	E	B		F	N	32	$25,302,859	$25,302,859	$11,240,255	$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	32	$5,857,213	$5,857,213	$1,595,083	$0	04/18/19	O	*	
FD-2019-04	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement(G/K/P)	E	1		N	N		$2,172,690	$2,172,690	$877,060	$0	06/01/19	C		05/31/20
FD-2019-05	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood)	E	1		N	N		$286,055	$286,055	$94,046	$0	06/01/19	C		05/31/20
FD-2019-06	Transco P.O. BOX 201371 Houston TX 77216	Firm Gas Transportation Agreement	E	1		F	N		$931,211	$931,211	$627,540	$0	06/01/19	O	05/31/21	
FD-2019-07	Con Edison 4 Irving Place New York NY 10003	LDC Agreement	E	1		N	N		$6,675,695	$6,675,695	$5,028,849	$0	07/01/19	O	06/30/22	
FD-2019-13	Saybolt LP P.O. Box 844640 Dallas TX 752844640	Oil Inspection Agreement	P	1		N	N		$7,988	$7,988	$7,988	$0	01/01/20	O	12/31/22	
FD-2020-01	Vitol 2925 Richmond Ave Houston, TX 77098	NAESB Agreement for Natural Gas	E	2		F	N		$7,622,547	$7,622,547	$7,622,547	$0	01/14/20	O	*	
FD-2020-02	Gunvor 600 Travis Street, Suite 6500 Houston, Texas 77702	NAESB Agreement for Natural Gas	E	2		F	N		$61,150	$61,150	$61,150	$0	03/02/20	O	*	
FD-2020-04	George E. Warren LLC 3001 Ocean Drive Suite 203 Vero Beach, Flo 32963	Oil Purchase	E	B		F	Y	2	$1,040,604	$1,040,604	$1,040,604	$0	04/24/20	C		
FD-2020-05	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement(G/K/P)	E	1		N	N		$1,094,962	$1,094,962	$1,094,962	$0	06/01/20	O	05/31/21	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FD-2020-06	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood/Pilgrim)	E	1			N	N		$26,258	$26,258	$26,258	$0	06/01/20	O	05/31/21	
FD-2020-08	AmSpec LLC 36 Mileed Way Avenel, NJ 07001	Oil Inspection Agreement	P	B			N	N	2	$2,100	$2,100	$2,100	$0	10/1/2020	O	12/31/2022	
FD-2020-09	Six One Commodities One Dock Street Suite 412 Stamford, CT 06902	NAESB Agreement for Natural Gas	E	2			F	N		$2,672,711	$2,672,711	$2,672,711	$0	10/22/20	O	*	
FD-2020-10	Diversified 601 West Crossville Road Roswell, Georgia 30075	NAESB Agreement for Natural Gas	E	2			F	Y		$3,125	$3,125	$3,125	$0	10/23/20	O	*	
		FUELS TOTALS								3,418,723,951	3,418,723,951	94,289,721	0				

NOTE:

* Contract continues until terminated by NYPA or Counterparty upon specified notice.

Total Number of Contracts	52	
Total Contract Value		$3,418,723,951
Total Expended to Date		$3,418,723,951
Total Expended in Report Year		$94,289,721
Status Summary	Count	Contract Value
Open Contracts	49	$3,415,224,602
Closed Contracts	3	$3,499,349
Method of Award Summary		
Competitive Bid	36	$3,370,834,321
Sole Source	12	$37,530,097
Single Source	4	$10,359,533
Competitive Search	0	$0
Discretionary for Diverse Suppliers	0	$0
Commitment Type Summary		
Architectural and Engineering Services	0	$0
Construction	0	$0
Equipment / Goods / Commodities	50	$3,418,713,863
IT Hardware	0	$0
IT Software	0	$0
Legal Services	0	$0
Maintenance and Outage Services	0	$0
Personal Services	2	$10,088
IT Consulting and Development	0	$0
Other Non-Personal Services	0	$0
Telecommunications	0	$0
Contingent Workforce	0	$0

PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	SDIV	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2020	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Bank of New York (formely JPMorgan) 101 Barclay Street New York, NY 10286	Trustee/Paying Agent Services on Bonds	S	C	9	N			626,281	626,281	59,037	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			286,138	286,138	32,137	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			2,137,302	2,137,302	82,547	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			1,236,971	1,236,971	34,908	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			1,236,140	1,236,140	45,784	0	12/4/1997	O	*	
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing EMCP	S	C	9	N			957,005	957,005	4,507	0	3/4/2003	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Escrow Agent POCR/CASP & LMEI Funds	S	C	9	N			598,728	598,728	10,082	0	5/30/1996	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-3	S	C	9	N			719,635	719,635	41,701	0	12/4/1997	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-2	S	C	9	N			461,107	461,107	46,727	0	6/28/2001	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit	S	C	9	N		2	14,378,686	14,378,686	2,585,020	0	1/19/2019	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit	S	C	9	N		2	200,000	200,000	200,000	0	4/22/2020	O	4/21/2021	
Morgan Stanley 1221 Avenue of the Americas New York, NY 10020	Re-marketing Agent CP-1	S	C	8	N		7	517,518	517,518	7,087	0	3/31/2009	O	*	
Printer - ImageMaster 1182 Oak Valley Drive Ann Arbor, MI 48108	Financial Deal Roadshow hosting and printing	S	2	9	N			6,736	6,736	6,736	0	4/13/2020	C		5/13/2020
Public Financial Management 1735 Market St 43rd floor Philadelphia, PA 19103	Capital Markets Financial Advisor	P	C	9	N		2	285,625	285,625	168,000	0	8/19/2019	C		12/31/2020
RBC Capital Markets ** 1211 Avenue of the Americas New York, NY 10036	Re-marketing Agent CP-1	S	C	9	N			909,376	909,376	47,174	0	7/14/1994	O	*	

FINANCE TOTALS	24,568,023	24,568,023	3,371,447	0

NOTES:

* Contract continues until terminated by NYPA or Counterparty upon specified notice

** Expense History only available from 1997

POWER AUTHORITY OF THE STATE OF NEW YORK
ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

Total Number of Contracts	16	
Total Contract Value		$24,568,023
Total Expended to Date		$24,568,023
Total Expended in Report Year		$3,371,447
Status Summary	Count	Contract Value
Open Contracts	14	$24,275,662
Closed Contracts	2	$292,361
Method of Award Summary		
Competitive Bid	0	$0
Sole Source	0	$0
Single Source	1	$6,736
Competitive Search	15	$24,561,287
Discretionary for Diverse Suppliers	0	$0
Commitment Type Summary		
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	1	$285,625
IT Consulting and Development	0	$0
Other Non-Personal Services	15	$24,282,398
Telecommunications	0	$0
Contingent Workforce	0	$0

		Contracts	Aggr PO	Aggr CC
Total Number of Contracts	2827		423	243
Total Contract Value		$10,967,044,626		
Total Expended to Date		$6,021,988,439		
Total Expended in Report Year		$847,422,812	$7,674,647	$3,593,263
Status Summary	Count	Contract Value		
Open Contracts	1612	$10,113,358,161		
Closed Contracts	1215	$853,686,465		
Method of Award Summary				
Competitive Bid	2206	$10,731,563,044		
Sole Source	190	$54,965,201		
Single Source	244	$54,584,870		
Competitive Search	149	$122,809,157		
MWBE/SBE	38	$3,122,354		
Commitment Type Summary				
Architectural and Engineering Services	125	$172,805,028		
Construction	198	$4,463,445,090		
Equipment / Goods / Commodities	1079	$4,072,432,564		
IT Hardware	38	$34,427,456		
IT Software	82	$11,266,195		
Legal Services	29	$31,994,308		
Maintenance and Outage Services	13	$263,527,232		
Personal Services	456	$628,553,320		
IT Consulting and Development	30	$7,345,759		
Other Non-Personal Services	718	$1,063,064,574		
Telecommunications	5	$8,869,714		
Contingent Workforce	54	$209,313,386		

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES AND CANAL CORPORATION BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **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**

SUMMARY

The Trustees and the Board of 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) 2021 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 "A";

(2) 2021 Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority ("Real Property Acquisition Guidelines") set forth in Exhibit "B";

(3) 2020 Annual Report of the Disposal of Real Property set forth in Exhibit "C";

(4) 2020 Annual Report of the Acquisition of Real Property set forth in Exhibit "C-1";

(5) The Real Estate Expenditure Authorization Procedures ("EAP's") set forth in Exhibit "D";

(6) 2021 Guidelines and Procedures for the Disposal of Canal Corporation Real Property ("Canal Real Property Disposal Guidelines") set forth in Exhibit "E";

(7) 2021 Guidelines and Procedures for the Acquisition of Canal Corporation Real Property ("Canal Real Property Acquisition Guidelines") set forth in Exhibit "F";

(8) 2020 Annual Report of the Disposal of Canal Real Property set forth in Exhibit "G"; and

(9) 2020 Annual Report of the Acquisition of Canal Real Property set forth in Exhibit "G-1".

The Governance Committee, at its March 30th meeting, adopted a resolution recommending that the NYPA Board of Trustees and Canal Corporation's Board of Directors approve the aforementioned.

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 Authority's 2021 Real Property Disposal Guidelines and the 2021 Real Property Acquisition Guidelines set forth the methodology 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 31, 2020, the Trustees reviewed and approved the Authority's 2020 Real Property Disposal Guidelines and Real Property Acquisition Guidelines. No changes were made to the Acquisition Guidelines for 2021 attached hereto as Exhibit B. The Guidelines and Procedures for the Disposal of Authority Real Property have been modified to reflect the recent adoption of the Accelerated Renewable Energy Growth and Community Benefit Act, as set forth hereto as Exhibit A.

There are no material changes to the Canal Corporation's Real Property Disposal Guidelines or Acquisition Guidelines for 2021.

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, with respect to the Authority there were no disposals of real property with an estimated fair market value in excess of $15,000.00 and one (1) acquisition of real property with an estimated fair market value in excess of $15,000.00.

During this reporting period, with respect to the Canal Corporation there was one disposal of real property with an estimated fair market value in excess of $15,000.00, and two (2) acquisitions 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 Authority's 2021 Real Property Disposal Guidelines, 2021 Real Property Acquisition Guidelines, 2020 Annual Report of the Disposal of Real Property and 2020 Annual Report of the Acquisition of Real Property.

The Board of Directors is now requested to approve the Canal Corporation's 2021 Real Property Disposal Guidelines and the Acquisition Guidelines, Annual Report of the Disposal of Real Property, and the Annual Report of the Acquisition of Real Property.

The Guidelines and 2020 Annual Reports, if approved, will be posted on the respective Authority and Canal Corporation internet websites on or before the 31st day of March. The Real Property Disposal Guidelines, the Real Property Acquisition Guidelines and the corresponding

2020 Annual Reports, as reviewed and approved by the Trustees and the Board of 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.

In an effort to reduce the number of relatively low-value transactions submitted for the Trustees' and Board of Directors' approval, the Expenditure Authorization Procedures have been amended to increase the dollar thresholds requiring their review.

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Vice President – Enterprise Shared Services, and the Governance Committee, recommends that the Trustees approve the Authority's 2021 Real Property Disposal Guidelines, the 2021 Real Property Acquisition Guidelines, 2020 Annual Report of the Disposal of Real Property, 2020 Annual Report of the Acquisition of Real Property, and the Expenditure Authorization Procedures as set forth in the attached Exhibits.

The Vice President – Enterprise Shared Services, and the Governance Committee, further recommends that the Board of Directors approve the Canal Corporation's 2021 Canal Real Property Disposal Guidelines, 2021 Canal Real Property Acquisition Guidelines, 2020 Annual Report of the Disposal of Canal Real Property and 2020 Annual Report of the Acquisition of Canal Real Property.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

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 2021 Guidelines and Procedures for the Disposal of New York Power Authority Real Property and the 2021Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority as set forth in Exhibits “A” and “B”, respectively, attached hereto; and be it further

RESOLVED, that the Canal Corporation hereby reviews and approves the 2021 Guidelines and Procedures for the Disposal of Canal Corporation Real Property and the 2021 Guidelines and Procedures for the Acquisition of Canal Corporation Real Property as set forth in Exhibits “E” and “F”, 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 2020 Annual Report for the Disposal of Real Property and the 2020 Annual Report of the Acquisition of Real Property as set forth in Exhibits “C” and “C-1”, respectively, attached hereto; and be it further

RESOLVED, that the Canal Corporation hereby reviews and approves the 2020 Annual Report for the Disposal of Real Property and the 2020 Annual Report of the Acquisition of Real Property as set forth in Exhibits “G” and “G-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 “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; and be it further

RESOLVED, That the Chairman, the Vice Chair, the President and Chief Executive Officer, the Chief Operating Officer, the Director of Canals, the Vice President - Enterprise Shared Services 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.

Exhibit A
March 30, 2021

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.

Note: The Accelerated Renewable Energy Growth and Community Benefit Act, Chapter 58 of the Laws of 2020, Part JJJ, provides limited exclusions to the applicability of Section 2897 of the Public Authorities Law for conveyances involving certain renewable energy generation and transmission projects.

Section 11 of that statute states:

Notwithstanding section 2897 of the public authorities law, the power authority of the state of New York and the New York state energy research and development authority may each negotiate and enter into agreements with other parties providing for the conveyance of interests in real property provided that in the case of any such conveyance such entity determines that the conveyance will further the purposes of this act or provide other benefits to the entity or the state.

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.

Exhibit B
March 30, 2021

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.

Exhibit C
March 30, 2021

POWER AUTHORITY OF THE STATE OF NEW YORK
2020 ANNUAL REPORT OF DISPOSAL (CONVEYANCE) OF REAL PROPERTY OVER $15,000 IN VALUE

Purchaser's Name	Price Realized by the Authority	Parcel Acres	Transfer Date

None.

Exhibit C-1
March 30, 2021

POWER AUTHORITY OF THE STATE OF NEW YORK
2020 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER $15,000 IN VALUE

Seller's Name	**Price Paid by the Authority**	**Acres**	**Transfer Date**
Robert J. Harvey	$15,000.00	2.4	2/26/2020

ATTACHMENT D

DELEGATION OF APPROVAL / SIGNATORY AUTHORITY FOR CLAIMS SETTLEMENT AND PAYMENT FOR REAL ESTATE

	Real Estate Administrator or Equivalent	Mgr Corp. Real Estate or Equivalent	VP – ESS or Equivalent[1]	President/Chairman	Trustees
A) Acquisition and disposition of fee and easement interests in real property other than by appropriation or condemnation:		up to $ 10,000 FMV per parcel	up to $ 25,000 FMV per parcel	up to $ 250,000 FMV per parcel	> $ 250,000 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 $25,000 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 *and* not exceeding $30,000 annual rent	up to 10-year term including all renewal options *and* not exceeding $50,000 annual rent	up to 10-year term including all renewal options *and* > $50,000 and ≤$100,000 annual rent	> 10-year term including all renewal options *or* > $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 *or* AV + $2,000	≤ 200% of AV *or* AV + $6,000	> 200% of AV *or* 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

Exhibit E
March 30, 2021

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

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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
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 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

Exhibit F
March 30, 2021

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

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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

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.

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

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

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

Exhibit G
March 30, 2021

NEW YORK STATE CANAL CORPORATION
2020 ANNUAL REPORT OF DISPOSAL (CONVEYANCE) OF REAL PROPERTY OVER $15,000 IN VALUE

Purchaser's Name	**Price Realized by the Corporation**	**Parcel Acres**	**Transfer Date**
Riverpark Commons Waterloo, LLC	$66,199	6.9	6/08/2020

Exhibit G-1
March 30, 2021

NEW YORK STATE CANAL CORPORATION
2020 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER $15,000 IN VALUE

Seller's Name	**Price Paid by the Authority**	**Acres**	**Transfer Date**
United States of America Environmental Protection Agency	$0.	24.76	10/30/2020
United States of America Environmental Protection Agency	$0	5.27	10/30/2020

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Date: **March 30, 2021**

To: **THE TRUSTEES and CANAL CORPORATION BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Annual Review and Approval of Certain Policies for NYPA and Canal Corporation**

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 Article II, Section 2 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.

The Governance Committee, at their meeting on March 30, 2021, recommended that the Trustees and Board of Directors approve the aforementioned.

BACKGROUND AND DISCUSSION

Section 2824 of the Public Authorities Law and the Bylaws require the Authority's and Canal Corporation's Boards to establish policies and periodically review and, as necessary, recommend changes to the written corporate policies, including but not limited to, policies relating to ethics, conflicts of interest, corporate governance principles, equal opportunity employment, procurement of goods and services, acquisition and disposition of real and personal property or interests therein, travel, regulations and rate proceedings, and the protection of whistleblowers.

Policies that were modified and approved in 2020, including existing Ethics and EEO policies, according to NYPA and Canal's business controls process, are attached as Exhibits "A" through "W" and respectively entitled:

Exhibit	Policy Name	Policy Number	Revision Date
A	Strategic Supply Management Policy	SSM-POL-DEP-001	4/14/2020
B	Credit Card Procurement System Policy	SSM-POL-CCPS-001	4/20/2020
C	Warehouse Controls	Proc-Pol-WH-01	5/1/2020
D	Contract Management: Contract Initiation, Negotiation and Administration	SSM-PRO-CINA-001	4/07/2020
E	Supplier Relationship Management Procedure	SM-PRO-SRM-002;	10/16/2020
F	Strategic Supply Management Sourcing Procedure	SSM-PRO-SRC-001	4/26/2020
G	Procedure for the Destruction of NYPA Records	ITP-DW-4.1	5/08/2020
H	Glossary for Digital Warehouse Policies and Procedures	ITP-IRC: G02.00	5/05/2020
I	NYPA's Workplace Violence Policy	CP 1-8	1/06/2020
J	Severance Policy	EP 1.7	9/29/2020
K	Management Non-Exempt and Facility-Based Exempt Overtime	EP 2.4	5/18/2020
L	Management Time Away from Work	EP 3.12	11/25/2020
M	Reasonable Accommodation Policy for Applicants and Employees with Disabilities and Pregnancy-Related Conditions	CP 1-11	1/06/2020
N	Reasonable Accommodation of Religious Observances or Practices Policy for Applicants and Employees	CP 1-12	1/06/2020

Exhibit	Policy Name	Policy Number	Revision Date
O	Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy	CP 1-14	2/26/2020
P	Travel Policy	CP 2-1	7/6/2020
Q	Travel Procedure	Trvl-Pro-01	4/25/2020
R	Company Airplane Procedures	Trvl-Pro-02	5/15/2020
S	Whistleblower Policy	GCP-2018-11	2/27/2018
T	Code of Conduct	Conduct	3/21/2013
U	Company Policy Program Administration	CP 1-1	5/04/2020
V	Personal Identifying and Protected Health Information Privacy Policy	CP 1.9	9/24/2020
W	Time Away from Work	EP 3.12	11/25/2020

RECOMMENDATION

The Executive Vice President and Chief Human Resources & Administrative Officer recommends that the Board of Trustees of the New York Power Authority and the Canal Corporation's Board of Directors approve the Authority's and Canal Corporation's policies in accordance with Section 2824 of the Public Authorities Law, the Authority's Bylaws and the Bylaws of the Canal Corporation.

It is further recommended that the Boards of Trustees and 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 Authority and the Canal Corporation would be affected by such modification.

The Governance Committee at their meeting on March 30, 2021 recommended that the Trustees and Board of Directors approve the aforementioned.

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

Gil C. Quiniones
President and Chief Executive Office

RESOLUTION

RESOLVED, that pursuant to Section 2824 of the Public Authorities Law and Section 2 of Article II of the Authority's and Canal Corporation's By-laws the below-listed policies of the Authority and Canal Corporation are hereby approved:

Exhibit	Policy Name	Policy Number	Revision Date
A	Strategic Supply Management Policy	SSM-POL-DEP-001	4/14/2020
B	Credit Card Procurement System Policy	SSM-POL-CCPS-001	4/20/2020
C	Warehouse Controls	Proc-Pol-WH-01	5/1/2020
D	Contract Management: Contract Initiation, Negotiation and Administration	SSM-PRO-CINA-001	4/07/2020
E	Supplier Relationship Management Procedure	SM-PRO-SRM-002;	10/16/2020
F	Strategic Supply Management Sourcing Procedure	SSM-PRO-SRC-001	4/26/2020
G	Procedure for the Destruction of NYPA Records	ITP-DW-4.1	5/08/2020
H	Glossary for Digital Warehouse Policies and Procedures	ITP-IRC: G02.00	5/05/2020
I	NYPA's Workplace Violence Policy	CP 1-8	1/06/2020
J	Severance Policy	EP 1.7	9/29/2020
K	Management Non-Exempt and Facility-Based Exempt Overtime	EP 2.4	5/18/2020
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M	Reasonable Accommodation Policy for Applicants and Employees with Disabilities and Pregnancy-Related Conditions	CP 1-11	1/06/2020
N	Reasonable Accommodation of Religious Observances or Practices Policy for Applicants and Employees	CP 1-12	1/06/2020
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Q	Travel Procedure	Trvl-Pro-01	4/25/2020
R	Company Airplane Procedures	Trvl-Pro-02	5/15/2020
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T	Whistleblower Policy	GCP-2018-11	3/21/2013
U	Company Policy Program Administration	CP 1-1	5/04/2020
V	Personal Identifying and Protected Health Information Privacy Policy	CP 1.9	9/24/2020
W	Time Away from Work	EP 3.12	11/25/2020

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.

Title: Strategic Supply Management Policy

Document Type:	Business Unit Policy
Document Number:	SSM-POL-DEP-001
Revision Date:	4/14/2020
Final Approver:	*Canale, John* VP Strategic Supply Management
Executive Owner:	Canale, John VP Strategic Supply Management
Content Owner:	Gil, Diane Sr Dir Procurement Gov & Analytics COE

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.

Strategic Supply Management Policy

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
4/14/2020	1	Update For NERC CIP 13 guidance	1, 3, 5, 7	Diane Gil, Senior Director Procurement Governance & Analytics Center of Excellence
2/19/2019	0	Original Issue	N/A	Diane Gil, Senior Director Procurement Governance & Analytics Center of Excellence

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1 PURPOSE AND SCOPE

This Strategic Supply Management (SSM) Department Policy supports the NYPA Guidelines for Procurement Contracts CP 3-1, the Expenditure Authorization Procedures (EAPs) CP 3-3, the SSM Company Policy CP 3-4, the Supplier Diversity Program CP 3-5, and the Cyber Supply Chain Risk Management Plan O-CI-02-001 (file paths located in Section 7, References), and sets forth more detailed guidance concerning the conduct required of all employees, consultant and contingent personnel when dealing with procurement related matters.

The purpose of this Policy is to promote sound and consistent procurement practices and internal controls, so as to ensure fair, non-biased procurement-related decisions. The Authority will adhere to all applicable New York State laws, governmental policies and administrative procedures regarding the procurement of goods and services.

2 APPLICABILITY

The Policy is applicable to all Authority employees as well as consulting and contract personnel.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

EAPs – Expenditure Authorization Procedures CP 3-3, which set forth the dollar value and corresponding authority levels by job title

Guidelines – NYPA Guidelines for Procurement Contracts CP 3-1

NERC (CIP) standards – North American Electric Reliability Corporation (Critical Infrastructure Protection) standards, specifically "*Cyber Security – Supply Chain Risk Management*" (standard number CIP-013-1), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BES Cyber System related goods, services and inventory.

NYPA – New York Power Authority (the Authority)

SSM – Strategic Supply Management

SDP – Supplier Diversity Program CP 3-5

SSM Representative – an employee or designee of the Authority's Strategic Supply Management Department authorized to procure goods and/or services for, or on behalf of, the Authority.

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4 RESPONSIBILITY

Vice President, Strategic Supply Management or designee shall be responsible for the development, review, approval, revision, distribution and control of this Policy.

5 POLICY IMPLEMENTATION

5.1 NEW YORK STATE REQUIREMENTS

1. The Law Department determines which New York State laws, Executive Orders, Governmental Policies or administrative procedures are applicable to the Authority.

2. The Vice President, SSM will be responsible to adopt all Law Department determinations, with changes and updates to Guidelines, Policies and applicable Procedures along with communicating to all SSM Representatives enterprise wide.

3. Each SSM Representative will ensure that all applicable New York State requirements, as identified by the Vice President, SSM, are included in all SSM practices, bid documents and procurement contracts.

5.2 SSM REPRESENTATIVE RESPONSIBILITIES

1. SSM Representatives shall endeavor to bring added value to the Authority as a procurement professional by:
    a. Staying abreast of evolving procurement techniques, technologies, methods and strategies.
    b. Staying aware of trends and changes in the electric utility industry or related markets
    c. Deliver the best value for those goods/materials or services for the Authority needs, or may need, to fulfill its strategic objectives.
    d. Maximize the use of available resources to keep SSM administrative and processing costs low.
    e. Fully complying with the spirit and intent of the Guidelines, Policies and Procedures.
    f. Ensure all requests for commitments in the form of recommendation for awards or Purchase Requisitions and commitments in the form of Contracts are approved in accordance with the EAP's.

2. SSM Representatives shall stay fully informed of the policy, procedural, administrative and informal requirements that may impact the performance of his/her procurement functions.

3. SSM Representatives will fully comply with Supplier Diversity Program as stated in the SDP Policy and Procedures.

4. SSM Representatives will fully comply with the Cyber Supply Chain Risk Management Plan to define the risk management processes for the procurement, acquisition, and deployment activities related to vendor equipment, software, and services to be used within the Bulk Electric System (BES), as well as transitions from one vendor to another vendor(s).

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6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination. Violations of this Policy 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

Guidelines for Procurement Contracts CP 3-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1**

Expenditure Authorization Procedures CP 3-3. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-3**

SSM Procurement Policy CP 3-4. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-4**

SSM Supplier Diversity Program CP 3-5. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-5**

Supply Chain Risk Management Plan O-CI-02-001. This Plan document may be accessed on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → Supply Chain Risk Management Plan O-CI-02-001

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

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Canale, John	4/14/2020
Executive Owner	Canale, John	4/14/2020
Content Owner	Gil, Diane	4/14/2020

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Title: Credit Card Procurement System Policy

Document Type:	Business Unit Policy
Document Number:	SSM-POL-CCPS-001
Revision Date:	4/20/2020
Final Approver:	*Canale, John* VP Strategic Supply Management
Executive Owner:	Canale, John VP Strategic Supply Management
Content Owner:	Gil, Diane Sr Dir Procurement Gov & Analytics COE

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Credit Card Procurement System Policy

Revision Date (For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
4/20/2020	1	Updates for NERC CIP 13 guidance	3, 5, 7	Diane Gil, Senior Director of Governance and Analytics Center Of Excellence, Strategic Supply Management
4/3/2019	0	Replaces Credit Card Procurement System Policy	N/A	Diane Gil, Senior Director of Governance and Analytics Center Of Excellence, Strategic Supply Management

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1 PURPOSE AND SCOPE

This Policy governs the use and administration of the Credit Card Procurement System (CCPS). The CCPS is intended to expedite the purchasing process and lower overall transaction costs while maintaining controls and adhering to purchasing guidelines. The CCPS is only to be used for official business purchases within the designated limits.

2 APPLICABILITY

This Policy applies to all New York Power Authority (herein after "Authority" or "NYPA") Cardholders, Approving Officials, Finance & Administration Managers (and/or Accounting Clerks) and Department Heads.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

CCPS – Credit Card Procurement System

NERC (CIP) standards – North American Electric Reliability Corporation (Critical Infrastructure Protection) standards, specifically "*Cyber Security – Supply Chain Risk Management*" (standard number CIP-013-1), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BES Cyber System related goods, services and inventory.

OFAC – Office of Foreign Assets Control

4 PROCARD – PROCUREMENT CREDIT CARDRESPONSIBILITY

The ProCard Program Leadership, including Senior Director of Governance and Analytics Center of Excellence (COE) and Vice President of Strategic Supply Management are responsible for maintaining this Policy.

5 POLICY IMPLEMENTATION

5.1 Policy

5.1.1 Policy Statement

The Authority established and administers a Credit Card Procurement System. The CCPS authorizes certain Authority employees to procure specific goods, materials or services valued up to but not exceeding $4,999, on behalf of the department/division using the credit card or checks associated with the account. The CCPS incorporates the applicable requirements of the Authority's Guidelines for Procurement Contracts (CP 3-1) and Risk Management (insurance) requirements, as well as the requirements of the Expenditure Authorization Procedures (CP 3-3), Reimbursement of Employee Meal Costs (CAP 1-5), Capitalization vs. Period Operating

Expense (CAP 2.1), Contributions and Sponsorships (CP 11-1) and the Ethics and Compliance Program (CP 6-9). File paths are located in Section 7, References.

5.1.2 Privacy Statement

Section 94(1)(d) of the New York Public Officers Law requires this notice to be provided when collecting personal information from Authority employees applying for procurement credit cards for regulations issued by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").

This information is requested pursuant to OFAC regulations. The principal purpose for which the information is collected is for J.P. Morgan to ensure that individuals who are listed on a government sanctions list do not use their products, which includes NYPA's ProCard, in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e), and (f).

Failure to provide the requested information will result in a denial of an employee's request to use a ProCard.

This information will be maintained by the Office of Strategic Supply Management at the Power Authority of the State of New York located at 123 Main Street, White Plains, New York 10601, or when appropriate, at one of the various NYPA facilities.

For further information please contact your CCPS Program Administrator.

5.1.3 Compliance

A. All ProCard transactions are routinely audited by the CCPS Program Administrator, Approving Official and NYPA's Internal Audit Department. The New York State Office of State Comptroller also performs a periodic audit of NYPA's CCPS Procedures and associated transactions.

B. In accordance with NERC CIP-013, use of a ProCard for the procurement of vendor equipment, software, and services that may be used in the Bulk Electric System (BES) is prohibited. Cardholders shall comply with the Strategic Supply Management Sourcing Procedure (SSM-PRO-SRC-001) with file path located in Section 7, References, specifically to include guidance concerning the NERC CIP standard "Cyber Security – Supply Chain Risk Management" (standard number CIP-013-1), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BCS-related goods, services and inventory.

C. Cardholders and Approving Officials shall comply with all CCPS Procedures and with all audit requests. Cardholders and Approving Officials shall provide upon request all signed monthly statements along with logs and any corresponding invoices and receipts upon request for audit purposes. Cardholder will answer all questions requested by auditor and follow up on any outstanding issues raised. Failure to cooperate with an auditor may result in suspension of the ProCard.

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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.

6 VIOLATIONS

Cardholders and Approving Officials who violate any of these policies and procedures will be subject to the following actions by the Vice President of Strategic Supply Management and the Senior Director of Governance and Analytics COE or the CCPS Program Administrator:

6.1 A Notice of Admonishment will be sent as the first warning that a Cardholder or Approving Official has violated procedures or has engaged in actions deemed to be inconsistent and inappropriate with the requirements of the CCPS. A maximum of two (2) Notices of Admonishment may be received by a Cardholder or Approving Official before the card is suspended. A copy of the letter will be sent to the Cardholder's Approving Official and Human Resources.

6.2 Account suspension notification will be given when a Cardholder fails to comply with CCPS requirements or who has received two (2) Notices of Admonishment within a period of time, a copy of the letter will be sent to the Cardholder's Approving Official and Department Head. Suspension of an account will be for a period of not less than 60 days and no more than 120 days.

6.3 Account cancellation will occur upon the Vice President of Strategic Supply Management, Senior Director of Governance and Analytics Center of Excellence or CCPS Program Administrator's determination that the Cardholder has either consistently disregarded the CCPS Policy, received two (2) Notices of Admonishment, received an Account Suspension Notification or has engaged in actions that seriously violate the integrity of the CCPS or the Codes of Conduct of NYPA. Cardholders whose ProCard (or check account, which is a function on designated ProCard accounts allowing the use of convenience checks) has been cancelled will not be eligible to receive a new account or serve as an Approving Official under any circumstances.

6.4 Nothing in these CCPS Policy precludes the management of NYPA from recommending or imposing different or additional disciplinary action at any time. Cardholders and Approving Officials who violate this Policy or who make unauthorized purchases may be liable for the total amount of that purchase plus any associated administrative fees imposed by the bank, in addition to any disciplinary action up to and including termination.

7 REFERENCES

NYPA Guidelines for Procurement Contracts CP 3-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1**

NYPA Expenditure Authorization Procedures CP 3-3. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1**

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NYPA Strategic Supply Management Sourcing Procedure SSM-PRO-SRC-001. **This Policy, which details sourcing strategies and CIP-013-1 compliance measures, can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → SSM-PRO-SRC-001**

NYPA Capitalization vs. Period Operating Expense CAP 2-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Accounting Policies and Procedures → CAP 2-1**

NYPA Corporate Travel Policy CP 2-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 2-1**

NYPA Reimbursement of Employee Meal Costs CAP 1-5. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Accounting Policies and Procedures → CAP 1-5**

NYPA Contributions and Sponsorships CP 11-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 11-1**

NYPA Ethics and Compliance Program CP 6-9. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 6-9**

NYPA Credit Card Procurement System Procedure SSM-PRO-CCPS-001. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → Credit Card Procurement System → SSM-PRO-CCPS-001**

NYPA Supplier Diversity Program CP 2-4. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 2-4**

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	Canale, John	4/20/2020
Executive Owner	Canale, John	4/14/2020
Content Owner	Gil, Diane	4/13/2020

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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.

Title: Warehouse Controls

Document Type:	Business Unit Policy
Document Number:	Proc-Pol-WH-01
Revision Date:	5/1/2020
Final Approver:	*Canale, John* VP Strategic Supply Management
Executive Owner:	Gil, Diane Sr Dir Procurement Gov & Analytics COE
Content Owner:	King, Kevin (WPO) Director Transactional Procurement

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Warehouse Controls

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
5/1/2020	3	Edits made to update guidance for NERC CIP 13	1, 5, 7	Kevin King Director Transactional Procurement
2/23/2020	2	Annual review – edits made to update department name and titles	All	Kevin King Director Transactional Procurement
3/16/2018	1	Annual review – edits made to update department name and titles	N/A	Kevin King Director Transactional Procurement
3/22/2016	0	Original Issue	N/A	Patrick J. Donnelly Director Site Purchasing, Materials Mgmt.

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1 PURPOSE AND SCOPE

The function of Site Strategic Supply Management is to support NYPA's operations through the effective procurement of goods and services, as well as ensuring the accuracy of delivered goods and maintaining an inventory of equipment, supplies and materials to meet operational needs and goals. These functions are conducted safely, and in such a manner as to be compliant with applicable statutory and regulatory requirements, standards and guidance.

To that end, this Policy provides guidance for implementation of proper warehouse controls when receiving, inspecting and issuing procured equipment, supplies and materials. Management provides this guidance to promote effective, professional and safe industrial work practices.

2 APPLICABILITY

This procedure shall be adhered to by all warehouse personnel at NYPA sites, inclusive of leased warehouse properties. The requirements in this procedure apply to materials or equipment received by, or distributed from, a NYPA warehouse facility.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

ERP – Enterprise Resource Planning Software Solution

IT – Information Technology

NERC CIP standards– North American Electric Reliability Corporation Critical Infrastructure Protection standards, specifically "*Cyber Security – Supply Chain Risk Management*" (standard number CIP-013), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BCS related goods, services and inventory.

SAP – Systems Applications and Products, an Enterprise Resource Planning (ERP) system

SSM – Strategic Supply Management

SSM Representative – an employee or designee of the Authority's SSM Department authorized to procure goods and/or services for, or on behalf of, the Authority

Supplier – the contractor capable of providing goods and/or services

Vendor - Persons, companies, or other organizations with whom NYPA, or its affiliates, contract with to supply BES Cyber Systems and related services

4 RESPONSIBILITY

The primary ownership of this procedure belongs to the Director, Transactional Procurement. Each Site Procurement Manager shall be responsible for recording equipment, supplies and materials procured by the Authority into the SAP software system.

The Vice President, SSM or designee will have overall responsibility for overseeing this Procedure.

5 PROCEDURE IMPLEMENTATION

5.1 General

5.1.1 Physical Access to Warehouses

a. Only authorized warehouse personnel, or those with authorized access as approved by the Site Procurement Manager, shall have unaccompanied access to the warehouse facilities.
b. In order for a non-warehouse or unauthorized employee to gain access to the warehouse, the Site Procurement Manager must email Site Security to authorize and implement access for such individual.
c. If any non-warehouse personnel (NYPA employee or third party) requires access to warehouse facilities for any purpose, they shall be accompanied by authorized warehouse personnel or NYPA Security personnel at all times.

5.1.2 SAP Access to Inventory Records

a. Authorized warehouse personnel shall have SAP access to inventory records and be permitted to create, revise or delete such inventory records in accordance with SAP system procedures referenced in Section 7.
b. The Site Procurement Manager grants access to SAP by completing an IT authorization form for the individual (as found by following the following reference: **Powernet → Quick Links → Forms → Information Technology → IT Forms)**

5.1.3 Inventory Management

a. Monthly inventory cycle counts shall be conducted by the warehouse personnel as assigned by the Site Procurement Manager or the Senior Site Buyer.
b. Under the supervision of the Site Procurement Manager, a complete inventory of the warehouse is completed at least once every 24 months. Any member of the inventory team can escalate a discrepancy to the Site Procurement Manager. The Site Procurement Manager reviews and approves discrepancies in the inventory count.
c. Only authorized warehouse personnel may receive or issue materials, supplies or equipment into or out of inventory.
d. Authorized warehouse personnel receive, open and examine all items; performing a complete visual and physical inspection of the items upon delivery. Warehouse personnel shall review all bills of lading to verify that they conform to the materials, supplies or equipment actually delivered to NYPA's warehouse.
e. Non-conforming items are set aside in a designated area until an Authority SSM Representative contacts the Supplier in order to resolve and reconcile the discrepancy.

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All accepted items are issued directly to the person who requested it or secured into the SAP inventoried location within the warehouse facility for future application, via the Inventory Management module of SAP.

5.2 NERC CIP-013 "*Cyber Security – Supply Chain Risk Management*" requirements

For procurements that contain products for use in the BES, warehouse personnel will conduct several activities to ensure compliance with NERC CIP-013 requirements. Storage control processes ensure proper BCS product inspection and placement in designated storage facilities. BES information will appear on the SAP "Goods Receipt" screen or printed document for Warehouse personnel to verify that the item(s) are BES-related.

5.2.1 Prior to accepting receipt of Vendor products, authorized warehouse personnel must ensure equipment was protected during transit by conducting the following steps:

a. Confirm packaging has not been damaged and does not appear to have been tampered with. If a product is received and appears to be compromised, or any damage is apparent, Authority personnel take several photos and retain information with goods receipt information.
b. Identify all BCS-related items and validate that stock items are CIP-013 approved procurements, this includes verifying item quality, quantity, CIP-013 approval flags and Purchase Order data (i.e., manufacturer, part number, applicable specification sheets). Each BES stock item will be categorized in SAP as BES/CIP-013 so they can be easily identified or flagged as BES.
c. Enter warehouse inventory items into ERP system (SAP).
d. Separate BCS-related items for CIP-013 labeling and storage within designated location for BCS inventory items.

5.2.2 All BCS-related procurements are identified and labeled to uniquely classify the inventory material and/or items as products that could be used in or for the BES.

- Inventory items procured prior to CIP-013 enforcement date require "*Pre NERC CIP013 Item*" labeling. Warehouse personnel will label every BES stock item and storage location by the list of identified stock items for BES/CIP impacted items provided by Management.
- Inventory items procured after October 1, 2020 will follow the controlled Authority supply chain risk management process and require "*NERC CIP-013 Item*" labeling.
- All BCS procured inventory labels must include the corresponding stock number and purchase order number.
- Each BCS item must be labeled individually, not as a bundle, group or otherwise
- No BCS items shall be procured, received or released without a stock number. Stock numbers are created in accordance with O-AMM-20-013, Maximo Item Creation and Disposition, a procedure with file path noted in Section 7, References.

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- No BCS items shall be released without a valid Maximo work order in accordance with O-AMM-20-004, Work Order (WO) Planning, a procedure with file path noted in Section 7, References.

5.2.3 Warehouse storage bins, shelves, racks, etc. that are used to store BCS impacted inventory materials and/or items must be clearly labeled as BES by Warehouse personnel.

- Access to all Authority warehouse facilities is restricted to authorized personnel per 5.1.1 above.
- All Authority warehouse personnel are required to complete job-specific training for awareness of CIP-013 compliance and associated procedures as provided by Management.

5.2.4 BCS items returned to the warehouse by the department or group that the item was issued to must be returned in the original packaging, undamaged, with original BES labeling and with a copy of the original issue reservation. Prior to returning the item, the respective department must follow NYPA's information protection guidelines in accordance with O-CI-03-000 Cyber Asset Management Policy, O-CI-03-002 Information Protection Program Processes for Information Identification, Classification, Protection and O-CI-03-002-SD Information Protection Program Processes for Information Identification, Classification, Protection with file paths noted in Section 7, References.

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 the Authority'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

SSM Department Procurement Policy SSM-POL-DEP-001. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → General → SSM-POL-DEP-001

NYPA Strategic Supply Management Sourcing Procedure SSM-PRO-SRC-001. This Procedure, which details sourcing strategies and CIP-013 compliance measures, can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → SSM-PRO-SRC-001

Cyber Asset Management Policy O-CI-03-000. This Policy document may be accessed on the Powernet → Quick Links → Policies & Procedures → NERC Policies and Procedures → Department: ECC – Operations Technology → Cyber Asset Management Policy O-CI-03-000

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Information Protection Program Processes for Information Identification, Classification, Protection O-CI-03-002. This Procedure document may be accessed on the Powernet → Quick Links → Policies & Procedures → NERC Policies and Procedures → Department: Cyber Security → Information Protection Program Processes for Information Identification, Classification, Protection O-CI-03-002

Information Protection Program Processes for Information Identification, Classification, Protection O-CI-03-002-SD. This Supporting Document may be accessed on the Powernet → Quick Links → Policies & Procedures → NERC Policies and Procedures → Department: Cyber Security → Information Protection Program Processes for Information Identification, Classification, Protection O-CI-03-002-SD

Maximo Item Creation and Disposition Procedure O-AMM-20-013. This Procedure document may be accessed on the Powernet → Quick Links → Policies & Procedures → Utility Operations Policies and Procedures → Asset Maintenance Manual Policies and Procedures → Maximo Item Creation and Disposition Procedure O-AMM-20-013

Work Order (WO) Planning O-AMM-20-004. This Procedure document may be accessed on the Powernet → Quick Links → Policies & Procedures → Utility Operations Policies and Procedures → Asset Maintenance Manual Policies and Procedures → Work Order (WO) Planning O-AMM-20-004
The following index reflects the procedures used in the execution of this Policy to be used by warehouse personnel:

Procedure Name
Display Stock Overview
Create a Material Master for Operating Supplies
Create a Material Master for Non-Valuated material
Display a Material Master Record
Flag Material Master Record for Deletion
Create Single Physical Inventory Document
Change Single Physical Inventory Document
Display Physical Inventory Document
Print Physical Inventory Document
Enter Physical Inventory count w/Ref Document
Enter Physical Inventory count w/o Ref Document
Display Physical Inventory Count
Change Physical Inventory Count
Display Physical Inventory Overview

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Display Physical Inventory Data for Material
Display Physical Inventory Documents for Material
Initiating a Recount
Post Inventory Differences
Post Count and Differences without Inventory Document
Post Count and Differences
Create a Reservations
Change or Delete a Reservation
Display a Material Reservation
Perform a Goods Issue
Reverse a Goods Issue
Post a Goods Transfer
Perform a Goods Receipt against a PO
Goods Receipt to Blocked Stock
Display a Material Document
Return Delivery to Vendor
Print MRP List
Display Stock Requirements List
MRP Change Planned Orders
MRP Planned Orders: Collective Conversion to PReq
MRP Individual Display of Planned Orders
MRP Collective Display of Planned Orders
Perform Online Total Planning Run
Perform Total Planning Run as Background Job
Display Batch
Change Batch

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

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.

9 ATTACHMENTS

N/A

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Canale, John	5/1/2020
Executive Owner	Gil, Diane	4/30/2020
Content Owner	King, Kevin (WPO)	4/30/2020

Title: Contract Management: Contract Initiation, Negotiation and Administration

Document Type:	Procedure
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Revision Date:	4/7/2020
Final Approver:	*Canale, John* VP Strategic Supply Management
Content Owner:	Tempesta, Jeannine Manager Contract Management

Contract Management: Contract Initiation, Negotiation and 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
4/7/2020	0	Original Issue	N/A	Jeannine Tempesta, Manager Contract Management

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1 PURPOSE AND SCOPE

This Procedure supports the Strategic Supply Management (SSM) Procurement Policy and sets forth the Authority's overall contract initiation and negotiation process as well as the conduct required of employees, consultants and contingent workers when dealing with contract initiation and negotiation related matters.

The purpose of this Procedure is intended to guide all SSM Representatives in sound and consistent contract implementation practices and internal controls so as to ensure fair, non-biased procurement-related decisions.

2 APPLICABILITY

This Procedure applies to all SSM Representatives including consultant and contingent workers. This Procedure is subsequent to the SSM Sourcing Procedure (SSM-PRO-SRC-OO1)

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

CO – Change Order

CWO – Contract Work Orders

Content Server – The electronic filing system at the New York Power Authority, and the source of record for a procurement record

EAPs –Expenditure Authorization Procedures, CP 3-3

End User – the NYPA employee who has requested the goods or services

EPC – Engineering, Procurement and Construction, a standard contract template

Evaluation team – Authority stakeholders involved in the review of proposals for a certain procurement opportunity which will result in a Procurement Contract.

FD – Furnish and Deliver, a standard contract template

FDI – Furnish, Deliver and Install, a standard contract template

Guidelines –Guidelines for Procurement Contracts, CP 3-1

IT – Information Technology

MRP – Materials Requirement Planning

NERC (CIP) standards – North American Electric Reliability Corporation (Critical Infrastructure Protection) standards, specifically "*Cyber Security – Supply Chain Risk Management*" (standard number CIP-013-1), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BES related goods, services and inventory.

NYSCR or New York State *Contract Reporter* – The Procurement Opportunities Newsletter which provides centralized public notice of State agency and public authority intentions to contract for goods and services in accordance with Article 4-C of the Economic Development Law.

OCIP – Owner Controlled Insurance Policy

Procurement Contract – As defined by the Guidelines for Procurement Contracts CP 3-1, is a contract 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, including but not limited to goods such as major electrical equipment, construction and maintenance work and services.

PO – Purchase Order, which section 7.A. of the Guidelines for Procurement Contracts, CP 3-1 notes as a standard form of contract for the procurement of goods / services. A Purchase Order is the source document used to place an order with a vendor or supplier.

POR – Purchase Order Release, which is the authorization for a supplier or vendor to deliver and bill for goods / services. This authorization 'releases' line items in an existing PO for delivery and payment.

Recommendation for Award – A form (site use) or memorandum (headquarters) used to formally justify and authorize the award of contract to a supplier (or suppliers) at a defined dollar value in accordance with the EAPs, CP 3-3and Guidelines for Procurement Contracts, CP 3-1. See Section 7, References for template location(s).

Services Contracts – as defined in section 2.C., of the Guidelines for Procurement Contracts, CP 3-1, services contracts include Construction Contracts, Personal Service Contracts and Non-Personal Service Contracts

Single Source – as defined in section 2.J., of the Guidelines for Procurement Contracts, CP 3-1, a single source procurement is one in which the Authority, upon written findings setting forth

material and substantial reasons, may award a contract (or amendment to a contract) to one offerer over another that can supply the goods and/or services.

Sole Source – as defined in section 2.K., of the Guidelines for Procurement Contracts, CP 3-1, a sole source procurement is one in which only one offerer is capable of supplying the required goods and/or services.

SSM – Strategic Supply Management

SSM Representative – An employee, consultant or contingent worker of the Authority's Strategic Supply Management (SSM) Department authorized to procure goods and/or services for, or on behalf of, the Authority.

TCFT – Technical Cross Functional Team; the technical team designated to review BES parts and vendors for approval

VC – Value Contract, which is a term used for a binding agreement such that the total value of all Purchase Orders issued against the agreement (contract) is not to exceed a certain predefined value.

4 RESPONSIBILITY

The VP, SSM or designee shall be responsible for the development, review, approval, revision, distribution and enforcement of this Procedure.

5 PROCEDURE IMPLEMENTATION

5.1 CONTRACT INITIATION

5.1.1 At the time a Request for Proposals is being developed, the SSM Representative will select an agreement template in accordance with the Sourcing Procedure SSM-PRO-SRC-001. The template will be selected based upon the nature of the procurement. If a template does not exist for the nature of the procurement, the SSM Representative will escalate to their manager to coordinate an appropriate alternative.

5.1.2 SSM Representative must use standard agreement templates stored in the Authority's electronic bidding system. Below is a list of standard agreement templates that are managed by SSM:

Standard agreement templates:

i. Consulting Services Agreement
ii. Furnish and Deliver (FD)
iii. Furnish, Deliver and Install (FDI)
iv. Construction Work Order (CWO)
v. Construction Agreement
vi. Maintenance Services Agreement

vii. SAP Purchase Order (with terms and conditions incorporated)
viii. Contingent Staffing Agreement
ix. Service Provider Agreement for Energy Efficiency
x. Site Services Agreement

Any use of a template not noted in i-x above would require approval by the VP, SSM and the Law Department.

5.1.3 For all standard agreement templates except for the SAP Purchase Order, the SSM Representative will populate the agreement template to reflect the title and specifics of the project. The agreement template is one component of the final Procurement Contract. Concurrently, the SSM Representative is also responsible for gathering the additional components appropriate to the nature of the specific procurement. As noted in SSM Sourcing Procedure SSM-PRO-SRC-001 Section 5.3.1, these components may include:

1. Scope of work / specifications / drawings prepared by the End User specifically for the procurement.

2. Compensation schedule, line items or schedule of values for completion by the bidder(s),

3. Appendices and certifications (such as Executive Order 177), as applicable:

    a. Executive Order 177 – prevents the Authority from entering into a contract with entities that have policies or practices that fail to address harassment and discrimination based on any protected basis. Signed copy required, except when awarding through OGS. Signed copy to become part of the final contract and procurement record. When the award is through OGS, OGS will handle EO 177.
    b. Appendix A – Applicable Laws and Regulations – to be included with every procurement. Signed copy to become part of the final contract and procurement record.
    c. Appendix B – Prompt Payment Statement – a copy must be provided to every bidder. No signature required. Will become part of the final contract and procurement record.
    d. Appendix C – MWBE Goals – to be included when deemed necessary by Supplier Diversity Group. If applicable, a completed copy will become part of the final contract and procurement record.
    e. Appendix D – Background Screening for NYPA's Contractors – to be included in procurements which call for on-site access. No signature required. Awarded bidders will be given a follow up Appendix D which will become part of the final contract and procurement record.
    f. Appendix E – Requirements of the Omnibus Procurement Act of 1992 - to be included with every procurement. Will become part of the final contract and procurement record.

g. Appendix F – Computer Aided Design Requirements for New York Power Authority Drawings – to be included in procurements that require the supplier to submit drawings for the Authority. No signature required. Will become part of the final contract and procurement record.
h. Appendix G – Equal Employment Opportunities Requirements – to be included with every procurement. A completed copy will become part of the final contract and procurement record.
i. Appendix H – Tax Law Requirements – to be included with every procurement. Signed copy requested from awarded bidders prior to issuance of contract. Signed copy will become part of the final contract.
j. Appendix I – NERC CIP Cyber Access and / or Unescorted Physical Access Training Requirements – to be included with procurements that will require unescorted access at NYPA sites. No signature required prior to the issuance of a contract. Will become part of the final contract and procurement record.
k. Appendix J – Requirements of New York State Finance Law and Compliance Form – to be included with all procurements over $15,000.00. A signed copy will become part of the final contract and procurement record.
l. Appendix M – Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology for Heavy Duty Vehicles – to be included with procurements that require heavy duty vehicles. Signed copy will become part of the final contract and procurement record.
m. Appendix N – NYS Iran Divestment Act of 2012 – to be included with every procurement. Signed copy will become part of the final contract and procurement record.
n. Appendix P – Information Security Requirements for Vendors and External Partners – must be included on 1) all procurements involving IT purchases, technology and/or confidential data (as defined in Appendix P) and 2) BES procurements. No signature required. Will become part of the final contract and procurement record.
o. Non-Collusive Proposal Certification – must be included with every procurement. Signed copy will become part of the final contract and procurement record.

4. New York State Prevailing Wage Rates (PWR), if applicable – When the procurement meets the Department of Labor's criteria for prevailing wages, the SSM Representative will obtain Wage and Supplement Information and associated PWR number (https://apps.labor.ny.gov). This information shall become part of the final contract and procurement record.

5. Insurance requirements are included in all standard agreement templates. However, if the procurement falls under Owner Controlled Insurance Policy (OCIP) standards set forth in the SSM Sourcing Procedure SSM-PRO-SRC-001 Section 5.5 the SSM Representative will use the established OCIP language rather than the standard insurance language in the template.

6. Security and Bonds, if applicable:

a) Any Construction, FDI, CWO or EPC project, in excess of $200,000, requires Performance Bond and Labor and Material Payment Bond.

i. Performance Bond:
The Authority requires the successful bidder at the time of award to execute and deliver the original bond with sureties approved by the Authority, guaranteeing the faithful performance of the contract. In lieu of a Performance Bond, the SSM Representative, may request a Letter of Credit. Performance Bonds will not be returned.

ii. Labor and Material Payment Bond:
The successful bidder must execute and deliver a Labor and Material Payment Bond with sureties approved by the Authority, guaranteeing prompt payment of monies due to all persons furnishing labor or materials in the prosecution of the work provided for in the contract. Payment Bonds will not be returned.

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5.1.4 For competitive sourcing events, the SSM Representative will attach the updated agreement template and all related materials to the sourcing event for review by bidders during the bidding period.

5.1.5. For non-competitive sourcing events, the SSM Representative will send the updated agreement template and all related materials to the bidder for review. For non-competitive sourcing events when the SAP Purchase Order serve as the agreement template, the SSM Representative will ensure that the terms and conditions are included in at the time of signature.

5.2 CONTRACT NEGOTIATION

5.2.1 The negotiation process begins once the bidding period has completed. The SSM Representative and Evaluation Team will review all proposals received from bidders and proceed as outlined herein.

5.2.2 The Authority requests exception free proposals, however bidders may propose exceptions in the form of red-lined comments on the supplied documents at the time of bid submittal. The nature of the exceptions taken by the bidder will be considered in the evaluation of the bid. SSM Representatives will respond to exceptions provided by technically and commercially qualified bidders.

5.2.3 The SSM Representative shall work with supporting departments including, but not limited to: (i) End Users for technical issues; (ii) Law Department for legal matters;

(iii) Risk Management for insurance issues; (iv) Environmental Safety and Health for related issues; (v) the Technical Cross Functional Team (TCFT) for BCS-related procurements involving compliance with NERC CIP standards; and (vi) the Supplier Diversity Manager for Supplier Diversity Program matters. All exceptions are tracked through the Contract Management Module. To do so, the SSM Representative will:

a) Use the Contract Management Module and import the red-lined documents for transparent review by the appropriate supporting departments

b) Coordinate review and comment by appropriate supporting departments

c) Respond to the bidder with the Authority's response to the exceptions

Once all exceptions have been resolved, the SSM Representative shall finalize all edits to the agreement template.

5.2.3 Upon completion of negotiation, SSM Representative will prepare the SAP Purchase Order (PO) / Value Contract (VC). This PO/VC becomes the first part of the final Procurement Contract.

5.2.4 SSM Representative shall promptly complete preparation of the contract document after receipt of the Recommendation for Award memorandum and/or Trustee approval. Note: For BCS-related procurements, it is a requirement to source from an approved CIP-013 Supplier that has been risk assessed by TCFT. Vendor cyber security information must be approved, and BCS Terms and Conditions must be agreed upon.

5.2.5 All contracts must be approved in accordance with the EAPs and, where applicable, must be approved and reviewed by the Trustees. SSM Representative confirms compliance of signatory authority is in accordance with the EAPs.

5.2.6 Contracts are signed via an electronic signature tool (currently Adobe Sign) with the Authority's signatory signing first. Supplier is requested to execute the contract within 10 business days. SSM Representative shall follow up with supplier if an executed contract is not received after 10 business days. Should the supplier not execute the contract after 10 business days, and after SSM Representative follow up, the VP of SSM has the right to cancel the contract. When both parties have signed the contract, the contract is considered fully executed and must be filed by the SSM Representative in Content Server.

5.3 PURCHASE ORDER RELEASES AGAINST A VALUE CONTRACT

5.3.1 In order to issue a Purchase Order Release (POR) against a Value Contract, the End User must provide the SSM Representative managing the contract a properly approved Purchase Requisition (PR) and scope of work.

5.3.2 If the POR is to be bid amongst a stable of existing contracts (also referred to as a mini bid) for the needed goods or services:

a) the SSM Representative will obtain proposals for the scope of work from the suppliers owning the existing contracts.

b) the SSM Representative and members of the Evaluation Team will evaluate the proposals and determine the best qualified supplier.

c) if the POR involves a BES asset, the goods or services may only be procured by a BES approved vendor as outlined in 5.2.4 above.

5.3.3 SSM Representative will prepare the POR in SAP and arrange for signature in accordance with EAPs.

5.3.4 SSM Representative shall follow up with supplier if an executed POR is not received after 10 business days.

5.3.5 Should the supplier not execute the POR after 10 business days, and after SSM Representative follow up, the SSM Representative may, after consultation and concurrence with the End User, withdraw the POR and confer with the End User for an alternate strategy for completing the work.

5.3.6 Upon receipt of the fully executed POR, the SSM Representative will save the document electronically to Content Server in the contract file.

5.4 CONTRACT ADMINISTRATION

5.4.1 Upon receipt of fully executed contracts, SSM Representative must store the contract in the contract folder located in Content Server within one (1) week after signature.

5.4.2 Unsuccessful bids/cancelled project(s) documents, including evaluations of the corresponding proposal (if any) and other supporting documentation, shall be retained and stored in Content Server by the SSM Representative (or designee) in accordance with the Authority's Digital Warehouse Procedures and the Authority's Records Management Policy CP-2-11, with respective file paths noted in Section 7, References.

5.4.3 For contract amounts greater than $50,000, SSM Representative will post the name of the awarded supplier on the New York State *Contract Reporter* (NYSCR) website, the NYPA.gov SSM website and, where wage rates apply, the New York State Department of Labor website with file paths noted in the Section 7 References.

5.4.4 SSM Representative maintains and reviews contract compliance, including but not limited to, managing amendments/COs, price escalators, renewals, terminations, compliance with terms and conditions by the Contractor.

5.4.5 SSM Management shall perform review of randomly selected executed contracts on quarterly basis to confirm contract compliance; for example, adherence to terms and conditions and/or monetary spend.

5.5 CONTRACT ADMINISTRATION - CHANGE ORDERS

5.5.1 Change Orders (CO) can be authorized against Purchase Orders, Purchase Order Releases or Value Contracts. Note: For applicable BCS-related procurements, the TCFT must be involved for risk management and mitigation. If a change or modification is made for a CIP-013 pre-approved item, engagement, service or contract, the TCFT may review the updates to further assess any additions or BCS impacts to risk assessments.

5.5.2. The End User must provide the SSM Manager with a properly approved PR and memo/email justifying the proposed CO.

5.5.3 SSM Representative may:

a) Issue CO(s) to the supplier documenting the changes mutually agreed upon by the parties.

b) Issue internal CO for Authority use only (not distributed to the supplier), documenting certain internal Authority information including, but not limited to, target value, budget, certain SAP administrative needs, etc.

5.5.4 SSM Representative will prepare the CO in SAP, issue arrange for signature in accordance with EAPs based upon the value of the Change Order, not the value of the PO/POR/VC.

5.5.5 SSM Representative shall follow up with supplier if an executed CO is not received after 10 business days.

5.5.6 Should the supplier not execute the CO after 10 business days, and after SSM Representative follow up, the SSM Representative may, after consultation and concurrence with the End User, withdraw the POR and confer with the End User for an alternate strategy for completing the work.

5.5.7 Upon receipt of the fully executed CO, the SSM Representative will save the document electronically to Content Server in the contract file.

5.6 CONTRACT ADMINISTRATION - DISCREPANCIES / DISPUTES / CLAIMS

5.6.1 In the event of any discrepancies, disputes or claims the SSM Representative will review the nature of the discrepancy/dispute/claim via:

a) Direct contact with the supplier
b) Input provided by warehouse receiving
c) Input from the End User

d) Input from Accounts Payable
e) Input from Legal Department

5.6.2 If/when the notification of a claim comes from an End User, it will be accompanied by supporting documentation from the End User enough that it can be objectively evaluated by SSM.

5.6.3 SSM Representative will contact the supplier, with the End User's input if necessary, and attempt to resolve the discrepancy/dispute/claim in the most cost-effective manner.

5.6.4 Any unresolved discrepancy/dispute/claim shall be brought to the SSM Manager, and/or Law Department's attention as necessary.

5.6.5 Once a resolution of the discrepancy/dispute/claim, is achieved, the SSM Representative will make an adjustment to the PO/VC by issuing a Change Order (CO), if required. The SSM Representative will require applicable paperwork (i.e. memo, email, SAP PR) from the End User in order to make the appropriate adjustments.

5.7 CONTRACT ADMINISTRATION - CONTRACT ASSIGNMENT

5.7.1 If a supplier is involved in a purchase or merger which results in a change to the supplier's tax identification number, a contract assignment must be performed.

5.7.2 The supplier must deliver the following:

a) a letter on company letterhead explaining the reason for the purchase or merger and requesting approval to assign the contract to the new entity.
b) the name, address, and tax identification number and signed IRS Form W9 "*Request for Taxpayer Identification Number and Certification*" for the new entity, together with the name, title and contact information for the signatory for the new entity.

5.7.3 In the case where the original contract was issued to a BES approved supplier, SRM will verify whether or not the new entity is BES approved. If the new entity is not a BES approved supplier, SRM will work with the supplier to obtain the information necessary for TCFT to evaluate the new entity.

5.7.4 The Law Department and VP of SSM will review the documentation, confer with SRM for a risk assessment of the new entity and approve or deny the assignment:

a) if approved, Law will oversee the drafting of an assignment document for signature by the VP of SSM, the supplier, and the new entity.
b) if denied, Law will oversee the drafting of a letter will be sent to the supplier advising that the assignment is not approved.

5.7.5 Once an assignment document is drafted, the SSM Representative will terminate the original contract in SAP and issue a new contract to the new entity. The terms

and conditions of the original contract will remain intact, only the supplier entity shall change.

5.7.6 A Change Order against the original contract will be prepared to document the termination of the original contract and the establishment of a new contract.

5.7.7 All documentation will be filed in Content Server in the folders for both the original contract and the new contract.

5.8 CONTRACT ADMINISTRATION - CONTRACT SUSPENSION

5.8.1 A contract requiring suspension, in any form, must have the written recommendation from the End User and the Law Department prior to SSM's issuance of a notification to the supplier.

5.8.2 The SSM Representative will collaborate with appropriate internal resources to determine the impact to the project and establish the reason for, proper length of, the proposed suspension.

5.8.3 SSM Representative will prepare a letter for signature by VP, SSM Manager, directing the supplier in writing to suspend all or part of the PO/VC work via a limited stop work order or a full stop work order.

5.8.4 A CO will be issued against the contract.

5.8.5 SSM Representative shall save all fully executed documents (POs/VCs) and supporting documentation to the contract file in Content Server.

5.9 CONTRACT ADMINISTRATION – CONTRACT CANCELLATION

5.9.1 A contract may be cancelled in the event it was fully executed but never commenced. In this case, the SSM Representative acting on the concurrence of the End User may prepare a Change Order cancelling the contract, per the terms of the contract.

5.9.2 The SSM Representative will send the Change Order to the supplier for signature.

5.9.3 SSM Representative shall save the fully executed Change Order in the contract file in Content Server.

5.10 CONTRACT ADMINISTRATION – CONTRACT TERMINATION

5.10.1 SSM Representative will engage with the Law Department upon learning of any reason to suspect that the Supplier may be in default of the terms and conditions of the contract, or upon notice from the End User that there may be a reason to

consider termination of the contract. Reason for contract termination include, but are not limited to:

a) No longer a need for the goods and/or services originally contracted
b) Supplier's failure to comply with SDP requirements
c) Unacceptable specification/scope of work change by supplier
d) Unacceptable delay in delivery
e) Unacceptable price change
f) Unavailability of goods ordered
g) Inability to resolve discrepancies/disputes/claims
h) Failure to meet QA/QC requirements

5.10.2 A review any proposed termination will be conducted. In the event of a default by the Supplier, a notice of default will be sent to the Supplier and time will be allowed for the Supplier to cure the default. If the Supplier does not cure the default in the time allowed including extensions as deemed appropriate, the Law Department will instruct the SSM Representative to move forward with a termination in accordance with the contract terms.

5.10.3 Prior to sending formal termination notice to the supplier, the End User and SSM Representative will negotiate cancellation cost (if any) and/or terms and conditions.

5.10.4 SSM Representative will close the contract in SAP and save a copy of the formal notice and related backup documents electronically in Content Server.

5.11 CLOSING OF PROCUREMENT CONTRACTS

5.11.1 At the end of the contract term, the End User will confirm the completion status of the PO/VC by sending a written statement (via email) to the SSM Representative that work is substantially complete. Substantial completion of work will sometimes include the receipt of "as built" drawings in addition to completion of the work or services.

5.11.2 SSM Representative and End User will review the monies spent by confirming that all invoices have been received and paid and decommit any unused funds from each line of the contract, resulting in a zero balance for the contract.

5.11.3 SSM Representative will add in the "Date Completed" and change the "Status Information" to "Complete" in SAP Contract Data Screen.

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

Award Recommendation Memorandum Templates can be found **on the Powernet → Department Sites → Strategic Supply Management → Forms & Templates**

Guidelines for Procurement Contracts CP 3-1. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1**

Expenditure Authorization Procedures CP 3-3. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-3**

SSM Procurement Policy CP 3-4. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-4**

Supplier Diversity Program CP 3-5. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-5**

SSM Department Procurement Policy SSM-POL-DEP-001. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → General → SSM-POL-DEP-001**

Records Management CP 2-11. **This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 2-11**

Digital Warehouse Procedures. **These Procedures may be accessed on the Powernet → Quick Links → Policies & Procedures → Digital Warehouse Policies & Procedures**

New York State *Contract Reporter* website. **This website address is www.nyscr.ny.gov**

SSM Section of NYPA website. **This section of the NYPA website may be accessed through www.nypa.gov → RFP's**

New York State Department of Labor website. **This website address is www.labor.ny.gov**

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

Appendix A: Document Review Checklist

APPENDIX A: STRATEGIC SUPPLY MANAGEMENT – DOCUMENT REVIEW LIST (Non-Control Document)

INSTRUCTIONS: Use this document as an aid to identify initial contract documents & paperwork for IRC retention. Indicate inclusion of documentation with a check mark (√). If documentation is not applicable to this Contract/PO, write-in (N/A) on the hardcopy.

PO/Agreement :		Outline Agreement:		OGS/GSA No.	
Site Location:					
Project Title:					
Consultant/Vendor Name:					
Contract Title:					
Dollar Value	$		Check One:	☐ O&M	☐ CAPITAL

CONTRACT AWARD TYPE (check one):

☐ Normal ☐ Emergency ☐ Sole/Single Source ☐ Competitive Search ☐ M/WBE Single Source
☐ SBE Single Source ☐ Non-Procurement ☐ OGS/Federal GSA ☐ Other: _____

☐ Approved Bidding Requisition	☐ Supplemental Bidder Correspondence
☐ Technical Specification/Scope of Work (if any)	☐ Post Bid Addendum(s) (if any)
☐ Engineer's Estimate (if any)	☐ Commercial Evaluation (M/WBE analysis of plan)
☐ Competitive Search Memo/Email (if applicable)	☐ Final Evaluation
☐ Emergency Purchase Justification (if applicable)	☐ Contract Requisition (Approved for Award)
☐ Single Source Purchase Justification (if applicable)	☐ Trustee Approval/Authorization
☐ Sole Source Purchase Justification (if applicable)	☐ Award Confirmation Letter
☐ Copy of NYS Contract Reporter Ad [1]	☐ Contract Document Review Comments (if any)
☐ Bid Document	☐ PO/Award Document (partially executed original) [2]
☐ Bidders List w/Addresses	☐ Confidentiality Agreement (if applicable)
☐ Follow-up of Potential Bidders	☐ Email Correspondence
☐ M/WBE Goal Reduction / Set-To-Zero Memo	☐ Letters of Regret (Optional commencing w/orders >$100,000)
☐ Bid Addendum(s) (if any)	☐ Fully Executed Contract (sans Official Contract Documents) [4]
☐ Bid Proposal (date stamped w/envelopes)	☐ Insurance Certificate [5]
☐ Abstract of Bids (witnessed, signed & dated)	☐ Performance Bond/Payment Bond/Letter of Credit
☐ M/WBE Preliminary Subcontracting Plan [3]	☐ Other:
☐ Other:	☐ Other:

FILE APPROVALS:

_____ Date: _____
(Procurement Representative)

_____ Date: _____
(Manager's Concurrence) [6]

[1] FOR CONTRACTS OVER $50,000
[2] FOR NON-CONSTRUCTION CONTRACTS OVER $25,000, AND CONSTRUCTION CONTRACTS OVER $100,000.
[3] PROCUREMENT REPRESENTATIVE MUST ENSURE THAT FULLY EXECUTED AGREEMENTS ARE ADDED TO FILE
[4] FOR ALL CONTRACTS THAT INCLUDE INSURANCE REQUIRMENTS.
[5] NOT REQUIRED BEFORE SENDING FILES TO RECORDS MANAGEMENT.
[6] REQUIRED ONLY FOR ALL CONTRACTS $25,000 and GREATER.

Rev. 5, 8/23/2013

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Canale, John	4/7/2020
Content Owner	Tempesta, Jeannine	4/6/2020

Title: Supplier Relationship Management Procedure

Document Type:	Procedure
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Revision Date:	10/16/2020
Final Approver:	*Canale, John* VP Strategic Supply Management
Content Owner:	Kuscu, Emre Manager Supplier Relationship

Supplier Relationship Management 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
10/16/2020	0	Original Issue	N/A	Emre Kuscu, Manager Supplier Relationship Management

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1 PURPOSE AND SCOPE

The Supplier Relationship Management Procedure sets forth a systematic approach to manage supplier information, supplier performance, supplier relationships and supplier risk. This procedure addresses the full life cycle of supplier engagements and relationship.

2 APPLICABILITY

This Procedure applies to all Authority employees as well as consulting and contract personnel.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

EEO – Equal Employment Opportunity

ERP – Enterprise Resource Planning software solution

IRQ – Inherent Risk Questionnaire

M/WBE – Minority / Women-Owned Business Enterprise

NERC (CIP) standards – North American Electric Reliability Corporation (Critical Infrastructure Protection) standards, specifically “Cyber Security – Supply Chain Risk Management” (standard number CIP-013-1), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BCS-related goods, services and inventory.

Performance Scorecard – a tool used to measure the performance and effectiveness of vendors and suppliers that provide goods or services to the business

RFX – A generic term for any bidding event

Supplier Profile Questionnaire (SPQ) – a form which collects Supplier information

SRM – Supplier Relationship Management

SRM Representative – an employee or designee of the Authority’s SRM division

SSM – Strategic Supply Management department

SSM Representative – an employee or designee of the Authority’s SSM Department authorized to procure goods and/or services for, or on behalf of, the Authority

Supplier – the entity capable of providing goods and/or services

TCFT – Technical Cross Functional Team; the technical team designated to review BES cyber systems parts and vendors for approval

Vendor – Supplier (payee)

4 RESPONSIBILITY

The Vice President of SSM or designee will have overall responsibility for overseeing this Procedure.

5 PROCEDURE IMPLEMENTATION

5.1 Supplier Engagement

5.1.1 Supplier Outreach

In accordance with NYS Economic Development Law, public notice of bidding opportunities for contracts estimated valued at $50,000 or greater must be advertised on the NYS Contract Reporter and NYPA's Internet site.

NYPA lists all current bid opportunities on its web site. Bidders can request access to bid events through the NYPA web site for both the New York Power Authority and New York State Canals Corporation.

SRM will periodically work with the SSM Representatives to evaluate the need for suppliers due to:
a) Limited bid responses
b) Lack of Suppliers in a region
c) Specialized products and/or services

SRM will periodically:
a) Review the registration status of Suppliers
b) Establish Supplier outreach programs
c) Collaborate with SSM representatives, internal departments, other agencies, and authorities on outreach efforts.
d) Create awareness of the work and how Suppliers can get involved.
e) Gather CIP-related SPQ, IRQ and supporting documentation from Suppliers of BCS-related goods and services for evaluation and qualification by the TCFT.

5.1.2 Business Review Meetings

SRM is responsible for establishing business review meetings with strategic and key Suppliers, SSM Representatives, and internal stakeholders.

The purpose of the meetings is to reinforce accountability, share ideas and learn about interrelationships in the business, celebrate success, identify, and remove barriers, and

develop action plans. For Suppliers of BCS-related goods and services, SRM Representative will review Supplier qualification status in SAP and coordinate between TCFT and Supplier to resolve open issues as needed. Refer to Vendor Master Procedure for details.

SRM Representative will document results, share with all parties, and maintain in the Supplier's profile.

5.2 Supplier Information Management

SRM will maintain the Supplier information.

SRM will administer, review, and maintain centralize Supplier related information, including but not limited to:
a) Suppliers legal name, address, and contact information
b) Diversity designation
c) IRS form W-9 or WBEN8
d) Performance scorecard
e) Performance reports
f) Industry of Supplier
g) CIP-related SPQ responses (for Suppliers of BCS-related goods and services)
h) CIP-related IRQ responses (for Suppliers of BCS-related goods and services)

SSM Representative responsible for a bid event shall use Supplier information, as appropriate, during bid evaluation. See Sourcing Procedure for details.

5.2.1 SIPM Registration and Onboarding

The Authority has migrated to an E-sourcing platform for sourcing, contract management and Supplier management. The platform allows:

- NYPA to manage the bidding process, contracts, and supplier relationships more efficiently.
- streamline of the procurement process by electronic collaboration with suppliers.
- suppliers to be able to submit electronic bid responses.
- contract negotiations and management of Supplier relationships.

The SRM representative s responsible for the Supplier registration process.

The SRM representative will direct Suppliers to a web-based portal to enter information on the Supplier Profile Questionnaire (SPQ).

SRM Representative will review the SPQ information and documentation submitted for completeness and accuracy. SRM Representative will either contact the Supplier for additional information, approve Supplier or reject Supplier.

Once a Supplier is approved by the SRM Representative, the Supplier will receive electronic notification.

Approved Suppliers may gain electronic access to bid opportunities in accordance with the SSM Sourcing Procedure SSM-PRO-SRC-001.

5.2.2 Vendor Master File Management

Supplier company information shall be recorded in the Authority's SAP ERP system under a unique supplier profile. The SRM representative is responsible for the management and maintenance of the vendor master file within the Authority's ERP system in accordance with Vendor Master Procedure SSM-PRO-VM-001.

5.3 Supplier Segmentation

Supplier segmentation allows the Authority to evaluate the way Supplier relationships are formed and managed. Supplier segmentation may be used to inform future Supplier outreach efforts, and other business strategies as required.

The SRM representative will be responsible for segmenting the Authority's Suppliers into 4 quadrants:
a) Strategic – high spend, large breadth of services, recognized as expert
b) Key Alliance – medium spend, limited number services, high switching costs
c) Specialized – niche market, low/medium spend
d) Transactional – multiple sources of supply, high spend low switching costs

5.4 Supplier Performance Management

SRM is responsible for establishing tools and processes to manage the performance of a supplier to reduce costs, alleviate risks, and drive continuous improvement. Tools shall include but not limited to: Supplier scorecards, performance reports, and surveys.

5.4.1 Performance Scorecards

Supplier scorecards is a tool used to measure and manage Supplier performance. SRM is responsible for the development and implementation of Supplier scorecards, as applicable. Scorecards may address the following key areas:
a) Customer Focus – ability to proactively manage tasks and escalation process
b) Quality – product delivery, communication, and reliability
c) Timeliness – services dependability and responsiveness
d) Innovation – best practices, promote technological advances and sustainability
e) Commercial compliance – price competitiveness, change orders, and diversity goals

SRM Representative will work with initiating department and the SSM Representative to evaluate contracts that require Supplier scorecards, define Authority personnel who will score the Supplier's performance, and frequency of scoring.

SSM Representative will include the criteria for the scorecard as part of the contract with the Supplier. The SSM Representative and SRM Representative will review the scorecard process. SRM Representative will summarize the score card results during a

specific period and may provide to the Supplier to provide feedback and improving performance.

5.4.2 Performance Reports

Any Authority personnel can report vendor performance issues to SRM. Issues may include but not be limited to:

a) Poor performance
b) Non-compliance to commercial requirements (M/WBE, EEO reporting, updated insurance forms, etc.)
c) Accuracy and timeliness of billing
d) Schedule delays
For Suppliers of BCS-related goods and services, non-compliance of risk mitigation plans as set forth by the TCFT and included in the contract,

SRM will conduct performance review meetings, as needed, with the Supplier, SSM Representative, and the initiating department on a periodic basis and document results. SRM will maintain performance reports and related information.

5.5 Supplier Risk Management

SRM is responsible for monitoring, assessing, and reporting Supplier risk. SRM will investigate Supplier's business status as well as use risk monitoring tools.

5.5.1 Supplier Business Status Review

SSM Representative will request a business status review of a Supplier prior to a contract award.

SRM Representative will vet a Supplier which includes information such as Dun & Bradstreet score, US Department of State Corporation Search, Federal debarment status, NYS tax warrant, NYS tax liens, VendRep and OSHA violations.

SRM Representative will provide a report of the findings to the SSM Representative in accordance with SSM Sourcing Procedure SSM-PRO-SRC-001 and Vendor Master Procedure SSM-PRO-V-001, respectively.

5.5.2 Supplier Risk

Various tools are used to monitor Suppliers' news events and furnish alerts based on information collected from various public sources. Alerts are generated based on potential risk exposure.

Risk alerts may include, but are not limited to, the following categories:
a) Environmental & Social
b) Financial

c) Operational
d) Regulatory and Legal Compliance
e) Cyber

Risk alerts for Suppliers are gathered at multiple stages in the relationship. This includes:
a) After Supplier Onboarding
b) During Bid Evaluation
c) Upon Contract Award
d) Throughout the contractual relationship with the Supplier

For Suppliers of BCS-related goods and services, TCFT will monitor cyber risk. BCS-related risk reviews are conducted in accordance with Cyber BES Risk Management O-CI-02-002. SRM will monitor risk alerts for all other categories.

SRM or SSM Representative will evaluate the risk event to determine if further action is required. For Suppliers of BCS-related goods and services, TCFT will evaluate a cyber risk event and inform SRM if further action is required. If action is required, SRM or SSM Representative will escalate the risk to the appropriate Authority departments on strategy to determine impact and root cause of the risk. If necessary, SRM will engage the Supplier to gather further information. Documented results will be provided to SRM and will be stored under the Supplier's profile.

SSM Representative will review risk alerts for suppliers considered for award as part of the Evaluation process. For Suppliers of BCS-related goods and services, TCFT will review cyber risk and inform the SSM Representative for consideration as part of the Evaluation Process in accordance with SSM Sourcing Procedure SSM-PRO-SRC-001.

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

Guidelines for Procurement Contracts CP 3-1. This Policy can be found on the **Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1**

Cyber BES Risk Management Plan O-CI-02-002. This Plan document may be accessed on the Powernet → Quick Links → Policies & Procedures → NERC Policies and Procedures → Cyber Security → O-CI-02-002 Cyber BES Risk Management Plan

SSM Sourcing Procedure SSM-PRO-SRC-001. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → General → SSM-PRO-SRC-001

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

E-Signature Approval History

Role	Name	Approved Date
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Content Owner:	Reynolds, James Senior Manager Internal Business Control

Strategic Supply Management Sourcing Procedure

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4/29/2020	1	NERC CIP 13 guidance updates	3, 5, 7	James Reynolds, Procurement Governance Manager
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1 PURPOSE AND SCOPE

This Procedure supports the Strategic Supply Management (SSM) Policy and sets forth the Authority's overall procurement process as well as the conduct required of all employees and contract personnel when dealing with procurement related matters. Questions regarding this Procedure shall be directed to Headquarters Strategic Supply Management (SSM).

The purpose of this Procedure is also intended to guide all SSM Representatives in sound and consistent procurement practices and internal controls, so as to ensure fair, non-biased procurement-related decisions. The Authority will adhere to all applicable New York State laws, governmental policies and administrative procedures regarding the procurement of goods and services.

2 APPLICABILITY

The Procedure is applicable to all Authority employees as well as consultant and contract personnel.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

ARIBA – A procurement cloud software solution intended to facilitate an efficient and consistent procurement process

BCS – Bulk Electric System (BES) Cyber System

BES – Bulk Electric System

Best Value – A 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.

Bid Addendum – Additional clarifying information distributed to all bidders prior to the bid due date.

CCPS – Credit Card Procurement System

Competitive Search – 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.

DBE – Disadvantaged Business Enterprise

Discretionary Purchase – A procurement made below statutorily established monetary threshold amounts and, at the discretion of the Authority, without a need for a formal competitive bid process.

Diversity Practices – The assessment of a prime contractor's commitment to sound diversity practices within their respective organizations that promote the use of minority-and women-owned business enterprises in State contracting where practicable, feasible and appropriate.

EEO – Equal Employment Opportunity

EAPs – Expenditure Authorization Procedures CP 3-3 (file path located in Section 7, References) which set forth the dollar value and corresponding authority levels by job title.

ERP – Enterprise Resource Planning Software Solution

Guidelines – NYPA Guidelines for Procurement Contracts CP 3-1 (file path located in Section 7, References)

GSA – Federal General Service Administration

Maximo – Asset and Work Management Software System

MWBE – Minority and Women-Owned Business Enterprise – 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 requirements and Executive Law 15-A and pursuant to the definition found in Executive Law §310.

NERC CIP standards– North American Electric Reliability Corporation Critical Infrastructure Protection standards, specifically "*Cyber Security – Supply Chain Risk Management*" (standard number CIP-013), which is a regulatory standard that impacts guidance concerning the procurement, categorization, handling, maintenance and deployment of BCS related goods, services and inventory.

NYSCR - New York State Contract Reporter – The *Procurement Opportunities* web site, which is intended to ensure the integrity of the State procurement process by providing for regular, centralized public notice of State Agency and Public Authority intentions to contract for goods and services in the amount of $50,000 or more. Requirements are established in Article 4-C of the NYS Economic Development Law. Public Authorities that have the majority of their Board of Directors (Trustees) appointed by the Governor are subject to these requirements.

OGS – NYS Office of General Services

Procurement Contract – As defined by the Guidelines for Procurement Contracts CP 3-1, is a contract 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, including but not limited to goods such as major electrical equipment, construction and maintenance work and services.

PO – Purchase Order, which section 7.A. of the Guidelines for Procurement Contracts, CP 3-1 notes as a standard form of contract for the procurement of goods / services. A Purchase Order is the source document used to place an order with a vendor or supplier.

POR – Purchase Order Release, which is the authorization for a supplier or vendor to deliver and bill for goods / services. This authorization 'releases' line items in an existing PO for delivery and payment.

Post-bid Addendum – Notices issued to convey changes to the solicitation after the bid due date.

PR – Purchase Requisition

RFI – Request for Information

RFQ – Request for Quotation

RFP – Request for Proposal

RFX – A generic term for any bidding event.

Restricted Period – The period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of

proposals, or any other method for soliciting a response from bidders/contractors intending to result in a procurement contract with the Authority and ending with the final contract award and execution.

SAP – Systems Applications and Products, NYPA's Enterprise Resource Planning (ERP) system

SBE – NYS Small Business Enterprise

SDVOB – Service Disabled Veteran-Owned Business – A New York State certified-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 Enterprise and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.

Single Source – as defined in section 2.J., of the Guidelines for Procurement Contracts, CP 3-1, a single source procurement is one in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offerer over another that can supply the goods and/or services.

Sole Source – as defined in section 2.K., of the Guidelines for Procurement Contracts, CP 3-1, a sole source procurement is one in which only one offerer is capable of supplying the required goods and/or services.

SOQ – Statements of Qualification

SSM – Strategic Supply Management

SSM Representative – An employee or designee of the Authority's Strategic Supply Management Department authorized to procure goods and/or services for, or on behalf of, the Authority.

TCFT – CIP-013 Technical Cross Functional Team; the technical team designated to review BCS products, services, engagements, and vendors for approval

Vendor – Persons, companies, or other organizations with whom NYPA, or its affiliates, contract with to supply BES Cyber Systems and related services.

4 RESPONSIBILITY

The VP, SSM or designee shall be responsible for the development, review, approval, revision, distribution and control of this Procedure.

5 PROCEDURE IMPLEMENTATION

5.1 PURCHASE REQUISITION

1. A Purchase Requisition (PR) should be completed and signed by a Manager or higher-level staff "for bidding purposes" from the initiating department. A CIP-013 Procurement Checklist (consisting of 3 questions) will be completed for all purchase requisitions to identify any BCS-related procurements to ensure compliance with CIP-013.

    a) Prior to initiating a request for a new BCS-related stock item, search the item master list to determine if the hardware or software already exists within the item master inventory list.

    b) For initial requests for BCS-related hardware and software, a stock number will be created once the TCFT approves the inventory item, which is prior to commencing the sourcing process. An SSM representative can verify approval as line items in the PR will be designated in SAP as BCS-related.

    c) For subsequent requests for BCS-related hardware and software,

        1) A reservation can be made with the authorized BCS stock number from the item master list in SAP and an automated PR will be generated based on that approval, as appropriate; or

        2) A PR can be created with a BCS stock number which may be charged directly to a project.

    d) For BCS-related services or other procurement activity, the TCFT must approve the PR prior to release for processing.

2. A PR must be issued in order to release funds. These funds require approval in accordance with the Expenditure Authorization Procedures (EAPs) and can be transmitted via a signed memo or a SAP PR.

3. When issuing a PR for Purchase Order Releases (PORs) associated with a value contract, approval of the value contract departmental owner is required.
4. Initiating department must complete and submit the following documents in an electronic format (a 'Procurement Checklist' is a helpful aid, and may be found using the following file path: **Powernet → Department Sites → Strategic Supply Management → Hot Topics: Procurement Checklist**), as applicable:

- Scope of work including deliverables and a detailed description of work / services to be provided
- Fair cost estimate (compensation schedule), as shown in Purchase Requisition
- Project specifications (technical/civil/environmental/cyber/division 1)
- Drawings and list of drawings cleared by security, as applicable
- Supplementary conditions
    1. Warranty requirements
    2. Determination of need for bid tour (detailed specification meeting or on-site review)
    3. Project specific dates
    4. Liquidated Damages, if applicable
- Contract terms (multi-year / single year)
- Evaluation Criteria
- Engagement Risk Assessment, as applicable
- Recommended Bidder's list

5.2 SOURCING STRATEGY

Upon review of the purchase requisition, SSM Management is responsible for determining the type of sourcing applicable prior to assigning it to a SSM Representative. In procurements for BCS-related products and/or services, sourcing must be derived from a CIP-013 approved vendor (as indicated in ARIBA / SAP) who has been vetted and approved by the TCFT. A non-approved vendor may bid on a BCS-related event, but the TCFT must approve vendors prior to contract award.

5.2.1 Non-competitive Bidding:

1. Single Source / Sole Source:
    - SSM Representative is required to coordinate with the initiating department to determine Single/Sole Source justification AND obtain:
        - A written quotation (proposal) from the supplier.
        - SSM Representative will evaluate the proposal with the initiating department.
        - Initiating department will create the purchase requisition and ensure the Single/Sole Source justification / award memorandum has approval of the VP, SSM. Filed sites may use a Single/Sole Source form to complete these requirements.
    - SSM Representative must notice the procurement in the New York State *Contract Reporter* (NYSCR) as soon as practical after execution of the Purchase Order (PO)/Contract as dictated by the Guidelines for Procurement Contracts CP 3-1 (file path located in Section 7, References).

    - For single source and sole source CIP-013 BCS procurements, the SSM Representative must source from a TCFT vetted and approved CIP-013 Vendor,

products, engagements or services. BCS terms and conditions concerning cyber risk requirements set forth by NYPA must be adhered to by Vendors (and included to the contract).

2. Emergency:
    - A Procurement Contract may be awarded without following the solicitation requirements that ordinarily apply where emergency conditions exist, as defined in the Guidelines for Procurement Contracts, CP 3-1, with file path noted in Section 7, References, such as:
        - A threat to the health or safety of the public or Authority employees or workers.
        - 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.
    - NYPA Personnel must attend to the emergency immediately. SSM Representative shall competitively select a bidder (e.g. price comparisons) as is practicable under the circumstances and issue a PO/Contract.
    - NERC CIP-013 requires BCS-related procurements to be risk assessed to determine impacts and risk levels in accordance with the procurement. In the case of emergency conditions, where NERC CIP-013 BCS procurement process is not followed, proper documentation is required to provide traceability once the emergency is over and to document after-the-fact risk assessments and mitigations were completed. For additional details, refer to O-CI-02-001 Cyber Supply Chain Risk Management Plan (see section 7 References for file path).

3. Discretionary purchase is a procurement made below statutorily established monetary threshold amounts (e.g. not exceeding $500,000 for the purchase of commodities or services from Small Business Enterprises (SBEs) or Minority or Women-owned Business Enterprises (MWBEs)) and at the discretion of the Authority subject to the approval of VP, SSM, without the need for a competitive bid process. For any discretionary purchases involving CIP-013, the SSM Representative must source from a TCFT vetted and approved CIP-013 Vendor. To determine whether a purchase is within discretionary thresholds, note that:
    - The aggregate amount of all purchases from the same vendor of the same or similar goods and/or services to be made within a 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 within 12-month period commencing on the date of the first purchase to an amount greater than $500,000.
    - Discretionary purchases must be “noticed” in the NYSCR as soon as practical after the execution of the PO/Contract when the award is $50,000 or greater.

- Purchase of goods and/or technology that are recycled or remanufactured in an amount not exceeding $500,000.
- Purchase of goods 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.

5.2.2 Competitive Bidding:

1. NYS Office of General Services (OGS) Contracts or Federal General Service Administration (GSA) Contracts or any city or municipality or approved cooperative agreement.
    - Goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State or Federal government or any city or municipality where Strategic Supply Management 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.
    - These contracts are to be considered 'competitive' for reporting purposes, as they were competitively bid by the originating agency.
    - SSM Representative will issue a PO/Contract referencing the originating agencies contract.
    - OGS/GSA contracts awarded for CIP-013 BCS procurements must follow the CIP-013 procurement workflow to ensure proper product, service, engagement and vendor risk assessments are completed prior to sourcing. BCS terms and conditions concerning cyber risk requirements set forth by NYPA must be adhered to by Vendors (and included to the contract).
2. Mini-Bids are a competitive bidding strategy where an abbreviated bid process in which an SSM Representative, in coordination with project stakeholders, develops a project definition outlining its specific requirements and solicits bids from a stable of existing prequalified backdrop contractors. When a mini-bid process is employed, the exact process shall be clearly outlined in the backdrop contract. SSM must Mini-Bid among contracts of an aggregate award. If selectively excluding vendors, the SSM Specialist must document compelling reasons and have the written approval of the VP, SSM. The award will result in a Purchase Order Release (POR).

If the sourcing strategies listed above or in section 5.2.1 have not been employed, sourcing will be considered for competitive bidding, and bids will be solicited from multiple bidders as a Competitive Search (3 or more / 5 or more).

5.2.3 Other Strategies:

NYPA may also solicit a Request for Information (RFI), which is generally used to gather market intelligence. In these instances, an ad is placed on NYS *Contract Reporter* and www.nypa.gov, and through the Ariba Discovery tool. This is considered a one-step process, which does not result in an award, and SSM does not publish results on the NYS *Contract Reporter* website as it would with an award.

NYPA may also solicit a request for Statements of Qualifications (SOQ) in order to create a stable of qualified vendors to participate in a RFP process. In this strategy, a multi-departmental team is engaged to create an appropriate set of qualification and evaluation criteria which will be used to technically and commercially evaluate and qualify suppliers. In these instances, an ad is placed on NYS *Contract Reporter* and www.nypa.gov, and through the Ariba Discovery tool advising of this two-step process. Supplier responses are evaluated by the established multi-departmental team through comparison of their SOQ responses to the established qualification and evaluation criteria for the specific project.

Suppliers which are deemed qualified may be given the opportunity to participate in the subsequent RFP process as noted in 5.3.1 below. There may be multiple RFP's associated with any given SOQ. An SOQ may result in award(s).

NYPA encourages competitive bids for credit card procurement system purchases (those under $4,999) as described in Credit Card Procurement System procedure SSM-PRO-CCPS-001 with file path noted below in Section 7, References.

5.3 SOLICITATION

5.3.1 Bid Solicitation

1. The SSM Representative will determine which of the Authority's standard contract templates (as stored in Ariba) is best suited for solicitation purposes. A RFP may include:
    a. Information for Bidders
    b. Scope of work / detailed description of goods / services
    c. Evaluation criteria
    d. Specifications (technical/civil/environmental/cyber/division 1)
    e. Drawings and list of drawings
    f. Contract template
    g. Compensation schedule (price section or line items) to be completed by the bidder
    h. Appendices A, B, C, D, E, F, G, H, I, J, M, N & P as appropriate
    i. Executive Order EO 177
    j. New York State Prevailing Wage Rates, if applicable; include Prevailing Rate Case #
    k. Insurance requirements (included in the template, modified as required (OCIP, etc.)
    l. Bid due date and time (standard time for a bid due date is 4pm EST)
    m. Delivery location or location of the work
    n. Safety requirements

o. Schedule for deliverables
p. Bonds (Bid, Construction, Payment, Performance, Faithful)
q. For BCS-related procurements, an RFP must contain CIP-013 vendor cyber security information requirements and the Authority's cyber vendor risk questionnaire.

2. Initiating department may provide a list of bidders in accordance with the Guidelines' Solicitation Requirements. The SSM Representative will review the list of potential bidders with the initiating department, the SRM Team and, to address NYS MWBE goal requirements, the Supplier Diversity Manager (and/or team member) may also review the list for additional vendors.

3. The RFX shall be reviewed by SSM Management. The RFX may be reviewed by the initiating department prior to publishing. For CIP-013 BCS-related procurements, an RFX may require additional review by the TCFT.

4. SSM Representative, with the input from the initiating department, will establish the solicitation period for solicitations under $50,000. For solicitations in the amount of $50,000 or greater, the SSM Representative must advertise the project in the NYSCR and the solicitation period will be a minimum of fifteen (15) business days.

5. If the engineering estimate (estimated project cost) is $50,000 or greater, SSM Representative will notice the solicitation in accordance with the NYSCR procedures and post the solicitation on the SSM webpage www.nypa.gov, unless exempted from inclusion by the VP, SSM.

6. The solicitation posted on www.nypa.gov will be the "Issue Date" specified in the NYSCR. Any due date extension must be updated on both sites, as well as Ariba.

7. Contract Term: SSM Representative, together with initiating department, will determine if the term for goods and/or services submitted by the initiating department for solicitation will be for less than one (1) year or for multiple years.

8. Supplier Diversity Program goals and diversity practices are to be stated in bid documents, as applicable.

9. Bidders' requests for clarifications during the Restricted Period:
   a. A pre-bid conference may be held at the discretion of the SSM Representative and the initiating department.
   b. All clarifications of a commercial nature shall be responded by the SSM Representative. All clarifications of a technical nature shall be responded to by the initiating department. All BCS-related clarifications must be forwarded to the TCFT. All responses will be issued electronically in the form of Bid Addenda through the SSM Representative.

c. SSM Representative and/or initiating department will determine if additional information will be distributed electronically to all bidders in the form of a Bid Addendum. All bidders will be notified simultaneously of any changes or additions to a bid document.
d. For BCS-related procurements, clarifications for bidders may require additional conversations with TCFT to determine associated mitigation of CIP-013 risks.

5.4 BID RECEIPT, HANDLING AND OPENING

1. The source of record for all electronic bid documentation is Ariba.

2. All non-electronic (including non-Ariba) bids received by the bid due date shall be date stamped upon receipt by the SSM Department or otherwise appropriately marked by SSM staff and considered for evaluation. For non-electronically submitted proposals, the SSM Representative shall upload all proposals to the Ariba event to allow the initiating department and the evaluation team members' access for review and evaluation purposes.

3. Electronic bids, received through the Ariba platform, are automatically received, recorded and accessible to the SSM and initiating department designated team members on the bid due date and time.

4. Under special circumstances, and only with the prior approval of the VP, SSM, proposals may be transmitted by email or fax but must be received by the bid due date and time.

5. Proposals received after the bid due date and time must be date/time stamped, noted as being received late, and returned to the bidder unopened, if possible, unless specifically authorized by the VP, SSM to retain and consider such proposal. Electronic proposals cannot be submitted in Ariba after the bid due date and time has passed.

6. All proposals will be accessible in Ariba Sourcing to the Project Team (SSM Representatives and Business Unit staff associated with the project) after the bid due date and time, and must be retained in accordance with Authority Records Management CP 2-11 requirements (file path located in Section 7, References).

7. All unsuccessful bids and associated supporting documentation will be filed in the Digital Warehouse by the SSM Representative (or designee) in accordance with Digital Warehouse Procedures. **These Procedures may be accessed on the Powernet → Quick Links → Policies & Procedures → Digital Warehouse Policies & Procedures**

8. Bid openings:

- Proposals will not be publicly opened unless specifically requested and approved by VP, SSM.
- Electronic bid documentation opened by the Project Team will not be posted, shared or disseminated outside the Ariba environment or shared outside the Project Team.
- All non-electronic proposals must be opened in the presence of one SSM Manager or higher and witnessed by two (2) Authority SSM Representatives and all parties sign and date the bid opening form and the bid abstract. Through Ariba, electronic proposals are automatically made accessible to the Project Team as soon as the bid period closes.
- The SSM Representative shall verify that all proposals received on or before the bid due date and time are accounted for at the bid opening.

5.5 BID EVALUATIONS

1. The evaluation team (SSM Representative, initiating department and other evaluators with subject matter expertise) will evaluate the proposals based on criteria outlined in the bid document using a fair and equitable comparison of all aspects including an analysis of each offer that considers:
    - The quality of 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
    - The price for which the goods and/or services are to be supplied
    - The Diversity Practices of bidders, when required; and
    - The Minority- and Women-owned Business Enterprise utilization requirements, when required.
    - Vendor viability / vendor risk criteria, as applicable
    - Sustainability practices, as applicable
    - In BCS-related procurements, agreement to NYPA BES Terms and Conditions, CIP-013 Vendor risk assessment results and required mitigation activities, when required.

2. The evaluation team shall document the reasons why any proposal was eliminated from further consideration in the award recommendation memorandum. **Award Memorandum templates can be found on the Powernet → Department Sites → Strategic Supply Management → Forms & Templates**

   The Authority follows the "Best Value" practice for awarding contracts for services to the bidder that optimizes quality, cost and efficiency, among responsive and responsible bidders. For other contracts, such as contracts for parts, where there is little to differentiate between offerings, "Lowest Bid" is the preferred method of award. For BCS-related hardware, software, and service contracts, NYPA's best value evaluation includes consideration of the results of risk assessments and compliance with CIP-013.

3. In the event the price submitted by the recommended bidder 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 Headquarters SSM Department and/or the appropriate site SSM Department and appropriate SSM managers in accordance with the Expenditure Authorization Procedures (EAPs) CP 3-3 (with file path located in Section 7, References). The following options should be considered:
    a) Rejecting the proposals, re-soliciting proposals and/or modifying the scope of work;
    b) Revising the cost estimate and proceeding with the contract award (must be noted in the award recommendation memorandum);
    c) Negotiating with the low bidder(s), as determined by VP, SSM or designee, to reduce the price quoted.

4. SSM Representative, together with the initiating department, the Law Department (if required), and Risk Management (if required), shall negotiate a settlement of deviations and/or exceptions with the recommended successful bidder. Each proposal considered for award should be negotiated on the basis of the specific procurement and not in reference to any previously agreed terms and conditions. All deviations and/or exceptions must be resolved prior to Trustee approval and approval in accordance with the EAPs and should be documented in the Ariba Contract Management module, as applicable. For applicable BCS-related procurements, the TCFT must be involved for risk management and mitigation. If a change or modification is made for a CIP-013 pre-approved item, engagement, service or contract, the TCFT may review the updates to further assess any additions or BCS impacts to risk assessments.

5. All proposals received, including unsuccessful proposals, shall be retained in accordance with the Authority's Records Management CP 2-11 requirements (file path located in Section 7, References).

6. As part of the bid evaluation:
    a. Post-bid Addendum must be used to convey changes to the solicitation for reasons including but not limited to:
        i. Changes/clarifications to the scope of work/specification
        ii. Schedule changes
        iii. Changes in quantity
        iv. Any reason that may impact the prices quoted
        v. Request for clarifications
    b. SSM Representative may conduct a clarification meeting if required. For BCS-related procurements, the TCFT must be invited to attend to determine impacts to risk assessments and CIP-013 approval requirements, if any.
    c. If there are exceptions (or "red-lines") that a bidder has taken to the Authority's bid document, clarification or pricing, the SSM Representative (with concurrence of the

applicable stakeholders) will negotiate the most favorable terms and conditions to the benefit of the Authority.

5.6 BID AWARD

Section 1 – Contract Awards

1. After completion of the bid evaluation process for a project based procurement, a recommendation for approval of an award of a Procurement Contract in the form of a memorandum or e-mail by the initiating department is required (except in the case of Lowest Bid, where the procurement record will support the lowest offering and PR will reflect approval in accordance with the EAPs). The recommendation must include an evaluation of proposals as specified in the Guidelines for Procurement Contracts CP 3-1 (file path located in Section 7, References), as well as the term of service and the proposed specific compensation terms that provide a clear breakdown of cost factors and methods of calculation.

2. As appropriate, and upon receipt of a recommendation of award memo or email from the initiating department, the SSM Representative will notify the successful bidder via a verbal notification, a Contract or a 'Notice to Proceed' letter issued on the Authority's letterhead and signed in accordance with the EAPs. This letter may be transmitted electronically.

Section 2 – OGS / GSA Contract Awards

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., OGS) or Federal government (e.g., GSA) or any city or municipality where the Headquarters SSM Department, or site 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.

1. SSM Representative shall review the OGS / GSA terms and conditions and confirm the supplier's pricing and ability to meet schedule or delivery requirements. The SSM Representative may negotiate lower than published pricing.

2. SSM Representatives shall check the source agreement for additional or special instructions regarding the contract and must abide by the instructions provided. For BCS-related procurements, it is a requirement to use an approved CIP-013 Vendor, product, engagement or service that has been risk assessed by TCFT. BES Terms and Conditions must be agreed upon.
3. SSM Representatives shall check the existence and availability of NYS-certified MWBE and SDVOB firms listed on State contracts.

4. The Authority's Appendix B, Prompt Payment Principles, is required when awarding to an OGS / GSA supplier. If applicable, other appendices as applicable to the Authority, such as Appendix D, Background Security Screening for Authority Contractors) may apply.

5. SSM Representatives shall follow previously established procurement procedures governing completion of the award process, as appropriate (refer to Section 1 (Contract Awards), Items 2 and 3 above).

Section 3 – Single / Sole Source PO / Contract Awards for NYS MWBE, NYS SBE and Recycled or Remanufactured Technology not exceeding $500,000 and SDVOB Awards

A single proposal may be sought, negotiated and accepted for discretionary purchase of goods and/or services not exceeding $500,000, in the aggregate including all amendments within 12-month period commencing on the date of the first purchase, from a NYS-certified MWBE, SBE, or Recycled or Remanufactured Goods and Technology supplier. SDVOB awards may similarly be sought, negotiated and accepted for discretionary purchase of goods without a dollar cap. Such award shall be in accordance with the Guidelines for Procurement Contracts CP 3-1 (file path located in Section 7, References) and with the written approval of VP, SSM.

Justification is required for all non-competitive bid awards and may be provided via a site-specific form and/or memorandum which is to be provided for review and approval by the VP, SSM. Justification must include prior award the same supplier for the same goods / services in the prior 12-month period.

5.7 RE-BIDDING

1. "Rebidding" may occur after SSM Representative cancels the request for solicitation and rejects the response(s) from bidder(s). SSM may re-solicit under the following reasons which include, but are not limited to:
    i. Revised scope of work
    ii. Revised project schedule
    iii. All bids largely exceed the cost estimate
    iv. Number of proposals received

2. The initiating department is required to prepare a memorandum justifying the compelling business reasons for rebidding and obtain approval from the business unit manager level or higher. For BCS-related procurements, the TCFT must review revisions, as applicable. SSM representative should follow the rebidding naming convention (i.e.: Q19-1234XY-a) in the revised solicitation. If within 45 days after the original due date, there is no requirement to re-advertise in the NYSCR.

6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination. Violations of this Policy 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

Guidelines for Procurement Contracts CP 3-1. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-1

Expenditure Authorization Procedures CP 3-3. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-3

SSM Procurement Policy CP 3-4. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-4

Supplier Diversity Program CP 3-5. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 3-5

SSM Department Procurement Policy SSM-POL-DEP-001. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → General → SSM-POL-DEP-001

Records Management CP 2-11. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 2-11

Digital Warehouse Procedures. These Procedures may be accessed on the Powernet → Quick Links → Policies & Procedures → Digital Warehouse Policies & Procedures

NYPA Credit Card Procurement System Procedure SSM-PRO-CCPS-001. This Policy can be found on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → Credit Card Procurement System → SSM-RO-CCPS-001

Supply Chain Risk Management Plan O-CI-02-001. This Plan document may be accessed on the Powernet → Quick Links → Policies & Procedures → Procurement Policies and Procedures → Supply Chain Risk Management Plan O-CI-02-001

Cyber BES Risk Management Plan O-CI-02-002. This Plan document may be accessed on the Powernet → Quick Links → Policies & Procedures → NERC Policies and Procedures → Cyber Security → O-CI-02-002 Cyber BES Risk Management Plan

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

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Canale, John	4/29/2020
Content Owner	Reynolds, James	4/29/2020

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Content Owner:	Burneson, Eric Lead Records & Information Analyst

Procedure for the Destruction of NYPA 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
5/8/2020	1	Converted to new format. Formerly ITP-IRC: 04.01 There were 2 prior versions of this procedure.	N/A	Eric Burneson Lead Records and Information Analyst

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1 PURPOSE AND SCOPE

NYPA Records must be retained for the time periods specified in the company's Corporate Records Retention Schedule and disposed routinely in the regular course of Authority business when their retention periods elapse, subject to exceptions and exclusions cited in CP-2.11, Records Management Policy.

Disposition is the final phase in a Record's Information Lifecycle and can include either destruction or archiving/digital preservation. This procedure only addresses the Destruction of Records.

NYPA Records must be destroyed in a manner that is safe and appropriate to the content of the records and to the media on which the records are made.

NYPA employees must not destroy or authorize the destruction of Authority Records except in accordance with this procedure and ITP-DW-04.0, the Destruction of NYPA Records Policy and any related procedures and directives

2 APPLICABILITY

. This Procedure shall be adhered to by the staff of all Authority Business Units, contractors and contingent workers.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Certificate of Destruction: The form that certifies that NYPA Records were destroyed in accordance with the policy outlined here and in accordance with Records Destruction Procedure (ITP-DW 04.1)

CRRS - Corporate Records Retention Schedule – A document that identifies and describes the Authority's records and specifies how these records are to be maintained and directs their disposition.

Destruction of a Record – The physical destruction or digital erasure of a Record, including all copies.

Disposition of a Record – The final phase of a Record's Information Lifecycle when it is either archived or destroyed.

Duplicate of a Record - A document that replicates the content and functionality of the Record Copy, which may itself be an original Record or a copy. All copies other than the Record Copy are considered Duplicates of Records. See ITP-DW: 02 for examples.

Information Lifecycle – The phases of use and curation though which a Record or a Non-Record passes from its creation to its destruction or archiving.

Legal Hold/Litigation Hold – A directive issued by the Law Department to ensure the preservation of data, documents and records relevant to a threatened or pending legal or regulatory proceeding, investigation or subpoena. After the hold is released, the retention schedule resumes its normal lifecycle.

Record(s) – Recorded information, regardless of form or characteristics, made or received by the Authority arising out of the transaction of its business and managed as evidence of the organization, functions, policies, decisions, procedures, operations, processes or other activities of the Authority, or because of its informational value.

Record Copy – The single copy of a record, whether physical or electronic, designated by the Authority to satisfy legal and operational retention requirements. Where the same information exists in multiple copies or in multiple media formats, one copy will be designated as the Record Copy, except in the case of a born-digital record, which is always the Record Copy.

RMS - Records Management System - The official software used by the Authority to manage its records. Its primary management functions are categorizing and locating records, identifying records that are due for disposition, and storing, retrieving and disposing of the records in its repository.

4 RESPONSIBILITY

NYPA's Corporate Records Manager is responsible for implementing this procedure in conjunction with the Law Department.

5 PROCEDURE IMPLEMENTATION

5.1 General

CP 2-11, Records Management Policy, requires that "Records shall be destroyed in accordance with this policy and approved records retention schedules. Records that do not have approved retention schedules, or for which retention is under review for possible change, should not be destroyed until the review process has been completed."

The implementation of this procedure will follow the policy outlined in Destruction of NYPA Records (ITP-DW 04.01).

The Destruction of a Record may be temporarily suspended pursuant to a Legal Hold. A Legal Hold may be issued by the NYPA Law Department to suspend the retention schedule for a Record that may be relevant to litigation, government investigation, arbitrations, audits, or other legal matters as determined by the Law Department.

5.1.2 Review and Approval of Destruction of Records

The Corporate Records Manager will coordinate all reviews and approvals for destruction of NYPA Records past their retention period.

5.2.1. The relevant NYPA Business Unit will review and approve the Destruction of Records with elapsed retention periods.

5.2.2. Once the NYPA Business unit has approved the destruction of its Records, a listing will be sent to the General Counsel for final approval.

5.3 Destruction of Records

Records approved for destruction, shall be destroyed using the appropriate method outlined below.

5.3.1 Destruction of Non-Confidential Records

5.3.1.1 Records that contain non-confidential information may be discarded by any means consistent with the company's waste management practices and the waste removal requirements of the locality where the records will be discarded.

5.3.1.2 Recycling is an acceptable method of destroying records that contain non-confidential information.

5.3.2 Destruction of Confidential Records

5.3.2.1 Records that contain confidential and/or privileged information, personally identifiable information, and / or protected health information must be destroyed in a manner that completely obliterates their contents and renders the records unreadable and unusable:

5.3.2.2 Acceptable methods of destroying confidential paper records are shredding, incineration, and chemical disintegration. Other methods require approval by the records management program.

5.3.2.3 Unsupervised recycling is not acceptable for destruction of Authority records that contain confidential information.

5.3.2.4 Acceptable methods of destroying confidential information recorded on microfilm, photographic negatives, motion picture films, or other photographic media include pulverization and chemical disintegration.

5.3.2.5 While it may permit the recovery of information, file deletion is the only practical method of destroying confidential electronic records stored on hard drives that will remain in service following destruction of the information.

5.3.2.5 A hard drive that previously contained confidential information must be reformatted then physically destroyed when it is taken out of service.

5.3.2.6 Acceptable methods of destroying confidential electronic records stored on magnetic tapes, floppy disks, magneto-optical disks, or other removable magnetic media include degaussing (bulk erasure) or reformatting, followed by physical destruction of the media.

5.3.2.7 Media that stored confidential information must not be reused following deletion of the information.

5.3.2.8 Acceptable methods of destroying confidential electronic records stored on optical disks, including Compact Discs and DVDs, include cutting, crushing, pulverizing, chemical disintegration, or other physical destruction of the media.

5.3.2.9 Confidential records must be destroyed in a timely manner and kept in a secure location until destruction occurs.

5.3.2.10 Appropriate measures must be taken to ensure the security and confidentiality of recorded information during all phases of the destruction process, including pickup and transport of records from Authority locations to the destruction site.

5.3.2.11 It is the department's responsibility to ensure that confidential records are destroyed in full conformity with this policy.

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

Corporate Records Retention Schedule: Digital Warehouse > Corporate Records Retention Schedule

CP-2.11 Records Management Policy: QuickLinks > Policies and Procedures > Records Management

ITP-DW 04.01 Destruction of NYPA Records: QuickLinks > Policies and Procedures > Records Management

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

Attachment 9.1: IRF – 75

Certificate of Destruction of Records Not Indexed in The Records Management System (RMS): QuickLinks > Forms > Information Technology > Digital Warehouse > Certificate of Destruction of Records Not Indexed in the Records Management System (IRF-75)

This form is used to track the approval and destruction of records that are not in the custody of the Digital Warehouse

Attachment 9.2: IRF – 52

Certificate of Destruction of Records Indexed in the Records Management System: QuickLinks > Forms > Information Technology > Digital Warehouse > Certificate of Destruction of Records Indexed in the Records Management System (IRF-52)

This form is used to certify how records under the control of the Digital Warehouse are destroyed.

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Fazzari, Joanne	5/8/2020
Content Owner	Burneson, Eric	5/5/2020

Title: Glossary for Digital Warehouse Policies and Procedures

Document Type:	Support Document
Document Number:	ITP-IRC: G02.00
Revision Date:	5/5/2020
Content Owner:	Ingle, Alexander Senior Records & Information Analyst

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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.

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
5/5/2020	1	Added Definitions Added Definitions	3 5	Alexander Ingle Senior Records and Information Analyst
7/31/2017	0	Original Issue	N/A	Alexander Ingle Senior Records and Information Analyst

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1 PURPOSE AND SCOPE

This glossary provides definitions for key terms in Digital Warehouse (DW) policies, procedures, guidelines, forms and schedules. It is a controlled vocabulary whose goal is to provide conceptual and terminological consistency in key documents produced by the DW. Terms defined here should be employed according to definitions below by all official DW policies, procedures, guidelines, forms and schedules.

2 APPLICABILITY

Applies to all Digital Warehouse staff and to Custodians of Records

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Custodian(s) – The Department or employee responsible for maintaining, protecting, retaining and disposing of the record.

DW – Digital Warehouse

Record(s) – Recorded information, regardless of form or characteristics, made or received by the Authority arising out of the transaction of its business and managed as evidence of the organization, functions, policies, decisions, procedures, operations, processes or other activities of the Authority, or because of its informational value.

4 RESPONSIBILITY

The Manager of Corporate Records ensures implementation and review of these guidelines in all relevant Content produced by the DW or by Custodians in other NYPA units The Manager of Corporate Records establishes a committee to review the terms assembled here.

5 POLICY IMPLEMENTATION

All DW policies, procedures, guidelines, forms, schedules or other documents should employ the terms listed here only according to the definitions given below with initialisms and acronyms listed below.

AACR2 - Anglo-American Cataloging Rules, 2nd edition – Guidelines designed for use in the describing content in catalogues and other lists for libraries. The rules cover the description and provision of access points for library materials that are commonly collected. Now superseded by **Resource Description and Access (RDA)**.

ACL - Access Control List – A list of Record Series subject to restricted viewing access, including both physical records and records electronically stored in the Records Management System. Called an Access Restriction List in earlier Information Recourse Center literature.

ACN - Accession/Circulation Control Number – A number assigned to each item as it is received in the library. Accession numbers may be assigned through continuous numbering or a coded system.

Administrative Deletion – The process of removing non-records or duplicates of records from the Records Management System.

Authority Content – See: **NYPA Content**

Backup Copy – A point in time copy of all or selected computer data created for file recovery or Disaster Recovery purposes.

Bookmarked Scan – An electronic format for storing a uniform resource identifier within a PDF file used to create a table of contents for the document.

Born-digital – Content that originates in a digital form as opposed to analog content that is scanned or otherwise digitized.

Bulk Turnover – A collection of records transferred to DW that can be indexed, stored, retrieved and purged as a single unit.

Certificate of Destruction - A document proving that Records approved for destruction have been physically or electronically destroyed.

Closure / Date of Closure – A Retention Period that indicates that the Authority shall retain a record until the audit, contract, investigation, issue, program, or project or other process is closed, all tasks related to work/project activities have been completed, or settlement or final disposition of a matter.

CM - Content Management – The administration of content, whether it is digital or hardcopy, throughout its lifecycle, from creation to permanent storage or deletion. CM involves the establishment of processes and technologies that supports the collection, managing, and publishing of information in any form or medium.

Common Records - Documents are generic administrative documents that are created by departments across business lines repeatedly produced and used by NYPA personnel.

Content – Information in any form, such as text, emails, images, video, audio and multimedia, webpages and building plans. Content can be physical (hard copy) or electronic (digital). Content may also refer to information itself in each form, independent of that form.

Content Container or **Container** – A repository for a collection of content at any level (list, library, folder, or box) digital or physical.

Content Creator(s) – Authority employee or contractor who adds documents to a repository such as SharePoint or Content Server.

Content Management Technologies – Any technology that supports content publishing, editing, modifying, organizing, deleting and maintaining from a central interface. Future technological solutions and process improvements at the Authority for content management should provide procedures to manage workflow in a collaborative environment.

Content Management Systems – Systems that are used to create edit and store content and/or records such as SharePoint, Content Server, Maximo, Meridian, etc.

Content Owner(s) – The Department or employee responsible for maintaining, protecting, retaining and disposing of content.

Corporate Records Retention Schedule (CRRS) – A document that identifies and describes the Authority's records and specifies how these records are to be maintained and directs their disposition.

Coverage – A Retention Period that indicates that the Authority shall retain a record until coverage lapses.

Create – Adding an item to a repository such as SharePoint or Content Server.

Current – A Retention Period that indicates that the Authority shall retain a record until records or information are no longer current; that is, until they have been superseded or replaced by new information content.

Current + X Prior – A Retention Period that indicates that the Authority shall retain a record until it is longer current plus the stated number (X) of superseded versions, evaluations or surveys.

Custodian(s) – The Department or employee responsible for maintaining, protecting, retaining and disposing of the record.

Data – Information in raw or unorganized form (such as letters, numbers, or symbols) that refers to or represents conditions, ideas, or objects used as a basis for reasoning, discussion, or calculation. Data may be contained in any medium, including electronic media or hardcopy. Some NYPA records may contain or consist of data.

Destruction of a Record – The physical destruction or digital erasure of a Record. A Record is only eligible for destruction when it has met its normal retention requirement as set forth in NYPA's Corporate Records Retention Schedule.

Digital Transformation – The transformation of business activities, processes, competencies and models to fully leverage the changes and opportunities of digital technologies and their impact across society in a strategic and prioritized way.

Digitization – The automation of existing manual and paper-based processes so that they are wholly digital.

Digitizing – The transformation of analog content to digital format

Disaster – An unplanned, adverse event that renders company records at a given site unavailable or unusable for their intended purposes, with a resulting interruption in one or more company operations. Depending on the disaster, the interruption may be complete or partial, temporary or permanent.

Disaster Recovery – The measures taken to resume business operations following a disaster. In the case of records management, this indicates the resumption of access to records and the disposition of Records according to the CRRS.

Disaster Recovery Site – A secure location designated by the Authority's Information Technology Department for the storage of an electronic backup of the Authority systems, including the RMS, for access in the event of a disaster or emergency.

Disposition - The final stage of information in the information lifecycle. It refers to the Destruction of a Record according to the Corporate Records Retention Schedule, the accession of a Record to an archive or the destruction of a non-Record according to its Information lifecycle.

Distribution List – A routing list the Authority of employees who will have access to a copy of a serial publication and receive notice by email. Also called a Routing List.

Document Type – Describes the functional purpose of the document. Examples of a Document Type: invoice, financial report, meeting minutes, procedure, specification, etc. NB: the term, as used by the DW, does not refer to software type, e.g., Word, Excel, or PowerPoint.

Duplicate of a Record – A document that replicates the content and functionality of the Record Copy, which may itself be an original record or a copy. All copies other than the Record Copy of a Record are considered Duplicates of Records. See ITP-DW: 02 for examples.

Duration of Employment – A Retention Period that indicates that the Authority shall retain a record until employment retirement, death or termination.

Duration of Ownership – A Retention Period that indicates that the Authority shall retain a record until the property is no longer owned by the Authority.

DW - Digital Warehouse – The NYPA Business Unit under the direction of the Corporate Records Manager that oversees records management throughout the Authority and directs the retention, indexing and preservation of records in both physical and digital repositories. The Digital Warehouse manages the corporate library and facilitates Authority-wide content management endeavors.

ECM - Enterprise Content Management - The administration of Content, both Record and Non-Record, whether digital or analog, throughout its lifecycle from creation to permanent storage or deletion. ECM involves the establishment of processes and technologies and controls that support the collection, management and access of information in any form or medium.

ECMS - Enterprise Content Management Systems - Systems that are used to create, edit and store both Record and Non-record Content. At NYPA these include SharePoint, Content Server, etc.

Educational Materials - Published information used to support licensing, examinations, and certifications by NYPA employees.

Emergency Operating Records – Records that are essential to the functioning of The Authority's operations. Included are emergency plans, safety plans, and delegations of authority and program records needed to continue the critical operations during and after an emergency. These are a subset of Vital Records.

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Exhibit D – The projected publications budget expenditures for each NYPA department and business unit.

Expiration – A Retention Period that indicates that the Authority shall retain a record until the record transitions to a closed or expired status.

Event Completion – A Retention Period that indicates that the Authority shall retain a record until the completion of a specified event.

Event + X years – A Retention Period that indicates that the Authority shall retain a record until the occurrence of the event plus the period of years stated.

File Number – In Content Server refers to the Record Series that a given Record belongs to. On Records Turnover Transmittal Form (IRF 41) the File Number is the RM File Number.

Fiscal Year – A Retention Period that indicates that the Authority shall retain a record until end of fiscal year.

FOIL - Freedom of Information Law – A New York State Law that provides public access to NYPA Records. FOIL provides a process for the review and copying of an agency's records.

Hold – A temporary stay of disposition. Destruction authorization is suspended, for a Record Copy that is relevant to litigation, government investigation, arbitrations, audits, or other legal matters. After the hold is released, the retention schedule resumes its normal lifecycle (See: Legal Hold).

ILL - Interlibrary Loans – A resource sharing service between multiple libraries. ILL allows library patrons to search a network of libraries for an item and borrow the item from any library in that network.

ILS - Integrated Library System – The category of software used by DW to manage all books and materials made available through library circulation by DW. Its primary management functions are cataloging, managing and locating books and materials, documenting orders and acquisitions and tracking borrowed items.

Image Quality – An assessment of how accurately or fully an image of a subject represents that subject. Digital images must be faithful reproductions or "true copies" of the pages from which they are produced. See: True Copy.

Information Lifecycle – The phases of use and curation though which a Record or a Non-Record passes from its creation to its disposition.

Hire Date – A Retention Period that indicates that the Authority shall retain a record for a specified amount of time (indicated by X) after the employee has been hired.

Last Filing – A Retention Period that indicates that the Authority shall retain a record until the last Filing is superseded.

Last Revenue Requirement Analysis – A Retention Period that indicates that the Authority shall retain a record until the last Revenue Requirement Analysis is superseded.

LC - Library of Congress Classification (LC) – Classification scheme in which subject divisions are indicated by letters and their subdivisions by numbers. Used for creating call numbers for cataloging books for physical storage in a library, including the DW library.

Legal and Financial Records – Records that are essential to documenting the legal and financial status of the Authority. These Records are a subset of Vital Records.

Legal Hold – A directive issued by the Law Department to ensure the preservation of data, documents and records relevant to a threatened or pending legal or regulatory proceeding, investigation or subpoena. After the hold is released, the retention schedule resumes its normal lifecycle. Also called a litigation hold.

Life of X– A Retention Period that indicates that the Authority shall retain a record for the life of an entity indicted by X, that is, until all applicable legal, regulatory, or policy requirements have been satisfied (for, e.g., an **asset, facility, infrastructure,** or **plant**); until removal from service (of, e.g., **equipment, meter, piping, system, tank, tower, vehicle or vessel**); transitions to a closed or expired status (of, e.g., a **contract, lease, plan, program or trust**); or until the common relationship with client, customer, or vendor, etc., no longer exists; or until property is no longer owned bit eh Authority.

Life of Corporation – A Retention Period that indicates that the Authority shall retain a record for the life of the Power Authority or any subsequent entity.

Long-Term Retention – Records retained by the Authority for a period of eight years or more.

Machine-Readable Cataloging (**MARC,** often designated by its latest version, **MARC 21**) – A universal digital format developed by the Library of Congress that is used for the description of bibliographic items in many libraries, including that in the DW.

MARC Record – A computerized bibliographic record, whose content been designated according to MARC conventions.

Metadata – Data that is used to describe content. Examples of metadata are date, document created or document description.

Naming Convention – Standardized way in which documents are named. Typically, a naming convention will be defined by document type.

New York State ILLiad (NYS ILLiad) – An online system of access to the New York State Interlibrary Loan (ILL) system, which allows users to search New York State libraries and process requests for materials.

Non-Official Copy – A copy or duplication of a Record Copy. A Non-Official Copy is not a Record, but it must follow the same Retention Schedule as a Record Copy. See ITP-IRC: G02.00 for more information.

Non-Records – All media produced and used by the Authority that are not Records. These include Duplicates of Records not designated for retention; drafts or non-final versions of documents; unapproved or unsigned documents that require approval or signature; and library or published reference materials. Any duplicate of a Record Copy must be disposed of according the same retention schedule as the Record Copy.

NYPA Content – Content associated with the Authority's business operations and produced or acquired by Authority employees in furtherance of the Authority's functions and mission.

OAIS - Open Archival Information System reference model - A standard (ISO 14721:2012) used by archivists and records managers to preserve digital content.

OCR - Optical Character Recognition – The electronic conversion of scanned images into machine-encoded text. It is a widely used process for converting text into a digital image that can be electronically saved, searched and displayed.

OCLC - Online Computer Library Catalog – An international internet-based bibliographic network of library content and services.

OPAC - Online Public Access Catalog – An online database of materials available to the general public which is primarily used to search, track and locate, request, or borrow items in a library collection.

PDF/A - Portable Document Format/Archival – The electronic format used to represent a document independent of software systems. The PDF file type is used by DW for digital images which will be retained as records and other documents.

Personal Content – Any information-bearing object of a private nature that pertains solely to an employee's personal activities and interests and that have no relation to the employee's assigned duties or to the Authority's mission, goals, objectives, or business operations.

Physical Records – non-digital Records in physical form (paper records, books, papers, microforms, maps, photographs, or other documentary materials) made or received by DW or otherwise in DW custody.

Program Records – Records that document significant activities pertaining to the mission of each NYPA organization. The content is often of a technical nature. The formats or media vary, and may include correspondence, drawings, magnetically stored data, microforms, or audio-visual materials.

Production Application – Provides information about the database application or records repository where these records are maintained.

Published Information – Information, in any medium, that is generally available to persons or organizations outside the creating organization (free or for a charge). It does not include information created specifically by or for the Authority (i.e., Records).

RDA - Resource Description and Access – Content standard for cataloging library materials both physical and electronic, especially MARC21. Replaces **Anglo-American Cataloging Rules, 2nd edition (AACR2**).

Real-Time Replication – A backup and a Disaster Recovery method that is a simultaneous recording of information by multiple computers. Changes to a database or other record that resides on one computer, for example, are automatically made in a copy of the database or corresponding record that resides on another computer.

Record(s) – Recorded information, regardless of form or characteristics, made or received by the Authority arising out of the transaction of its business and managed as evidence of the organization, functions, policies, decisions, procedures, operations, processes or other activities of the Authority, or because of its informational value.

Record Copy – The single copy of a record, whether physical or electronic, designated by the Authority to satisfy legal and operational retention requirements. Where the same information exists in multiple copies or in multiple media formats, one copy will be designated as the Record Copy, except in the case of a born-digital record, which is always the Record Copy.

The Record Copy may be held by the department or other business unit that is principally responsible for the business operation with which the record is associated in a departmental file (physical or network server), or in a company-wide database or a centralized repository that is

accessible by multiple employees. The Record Copy is listed in the Corporate Records Retention Schedule.

Record Description – The description on CRRS that provides details about the different types of information and documents which are included in a Record Series a Records Turnover Transmittal Form or in Content Server.

Record Holder(s) – Initial custodian(s) or creator(s) that may or may not be integrated into a CRRS.

Record Owner(s) – See: **Custodian(s)**

Record Series – A grouping of Records. At the Authority, a Record Series is always associated with: Record Series Name, Record Description, Retention Period, Record Owner, and Notes. It may be accompanied with a file number that indicates a number assigned to a given series.

Record Series Name – The name of the Records Series as indicated on the CRRS or a Records Turnover Transmittal Form.

Record Type – See: **Record Series**

RMS - Records Management System – The official software used by the Authority to manage its records. Its primary management functions are categorizing and locating records, identifying records that are due for disposition, and storing, retrieving and disposing of the records in its repository.

Records Turnover Transmittal Form (IRF-41) – A form that accompanies the turnover to the Digital Warehouse of a collection of Records in a Records Series. The IRF-41 indicates critical information about the Records turned over, such as Record Owner, Record Series or Date. The IRF-41 is itself a record and preserved according to the appropriate retention schedule.

Repayment – A Retention Period that indicates that the Authority shall retain a record for the duration of the repayment period.

Request Fulfillment – A Retention Period that indicates that the Authority shall retain a record until the request has been fulfilled.

Retention Period – The retention period describes the period that a Record Series must be retained as a matter of Authority policy.

Retirement – A Retention Period that indicates that the Authority shall retain a record until the date on which an employee retires, or when a piece of equipment, a process, procedure, bond, account or program retires.

Scheduled Turnover – A collection of physical documents transferred to DW that can be indexed, stored, retrieved and purged.

Serial Publications – Any subscription or recurring published information for which a series of publications is acquired by the Authority. This includes magazines, newspapers, loose-leaf style publications for which updates are sent on a schedule

Short-term Retention – Retention period Describes records that need to be retained by DW for a period not exceeding seven years.

System of Record – An information storage system that is the authoritative data source for a given data element or piece of information. A system of record should not be confused with a

records management system, see above. (SAP is a system of Record; Content Server is a Records Management System).

True Copy – A faithful duplicate of an original document that is virtually identical and sufficient for its purposes to act as one. A True Copy preserves all significant information from the source document including the legible reproduction of all words, numbers, or other markings that can be read on the source document. A True Copy is not a Records Copy unless designated by the Records Manager.

Termination – A Retention Period that indicates that the Authority shall retain a record until the agreement, contract, or process has terminated.

Until Superseded – A Retention Period that indicates that the Authority shall retain a record until the record is superseded or replaced by a new record or an updated version of the existing record.

Vital Records – All records, which, in the event of a disaster or catastrophic event, are essential to the resumption or continuation of the Authority's operations, as designated by the Corporate Records Manager, Digital Warehouse, and specified in the appropriate records retention schedule and in conformity with applicable legal requirements, as articulated by the General Counsel. Emergency Operating Records and Legal and Financial Records are a subset of Vital Records. See ITP-IRC: 10 for further description.

Web Content – Content that is published on a website, either internally (on an intranet) or public facing (externally).

6 VIOLATIONS

N/A

7 REFERENCES

CP 2-11 Records Management (Quicklinks > Policies and Procedures > Digital Warehouse Policies and Procedures)
ITP-IRC: 02 Duplicates of Records, Drafts, and Documents of Transitory Value (Quicklinks > Policies and Procedures > Digital Warehouse Policies and Procedures)
ITP-IRC: 10 Protection of Vital Records (Quicklinks > Policies and Procedures > Digital Warehouse Policies and Procedures)

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
Content Owner	Ingle, Alexander	5/5/2020

Title: NYPA's Workplace Violence Policy

Document Type:	Company Policy
Document Number:	CP 1-8
Revision Date:	1/6/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Pizzo, Kristine EVP Chief HR & Administrative Officer
Content Owner:	Pollack, Rani Director HR & Employee Relations

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NYPA's Workplace Violence 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
1/6/2020	3	Updated to reflect NYS regulations for Public Employers.	Throughout	Rani Pollack Director HR & Employee Relations
5/20/2016	2	New format.	N/A	Rani Pollack Director HR & Employee Relations

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1 PURPOSE AND SCOPE

The purpose of this policy is to provide information to managers, supervisors, and employees about preventing and responding to incidents of workplace violence or threats of violence, to set forth procedures to be followed when such violence occurs in the workplace and to educate employees about the "New York State Public Employer Workplace Violence Prevention Law." NYPA is committed to maintaining a safe and secure work environment that is free from violence, threats of violence, harassment, intimidation, and other disruptive behaviors. While this conduct is not pervasive at NYPA, no workplace is immune. The goals of this policy are to reduce the probability of threats or acts of violence in the workplace and to ensure that any incident, complaint, or report of violence is taken seriously and dealt with appropriately.

2 APPLICABILITY

This policy is applicable to all NYPA employees and also covers the conduct of vendors, consultants, contingent workers, and customers. Implementing procedures shall be prepared as necessary to provide appropriate guidance in meeting the management controls described.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Authorized Employee Representative – An employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law.

ER – Employee Relations

Hotline – Employee Concerns Hotline

HR – Human Resources

Imminent Danger – Any conditions or practices in any place of NYPA employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures provided for in the workplace violence regulations.

Privacy Concern Case – Incident involving the following injuries or illnesses: (1) An injury or illness to an intimate body part or the reproductive system; (2) An injury or illness resulting from a sexual assault; (3) Mental illness; (4) HIV infection; (5) Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person's blood or other potentially infectious material; and (6) Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the Workplace Violence Incident Report.

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Retaliatory Action – The discharge, suspension, demotion, penalization or discrimination against any NYPA employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

Serious physical harm – Physical injury which creates a substantial risk of death, or which causes death or serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ or a sexual offense as defined in Article 130 of the Penal Law.

Supervisor – Any person within NYPA who has the authority to direct and control the work performance of an employee, or who has the authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

Workplace – Any location away from a NYPA employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment by an employer.

Workplace Violence – Any physical assault or acts of aggressive behavior occurring where a NYPA employee performs any work-related duty in the course of his or her employment including but not limited to:

(i) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;

(ii) Any intentional display of force which would give an employee reason to fear or expect bodily harm;

(iii) Intentional and wrongful physical contact with a person without his or her consent that entails some injury;

(iv) Stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Workplace Violence Incident Report – A report describing a workplace violence incident.

Workplace Violence Prevention Program – A NYPA program designed to prevent, minimize, and respond to any workplace violence, the development and implementation of which is required by Article 2, Section 27-b of the New York State Labor Law.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

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5 POLICY IMPLEMENTATION

5.1 General

5.1.1 All employees are responsible for creating an atmosphere free of violent, threatening, harassing, intimidating, or other disruptive behavior and must act promptly to eliminate any such behavior when they witness or become aware of it.

5.1.2 In addition to the workplace violence definition above, workplace violence may also include:

- Non-specific threats of violence by an employee
- Bullying
- Specific threats of violence by an employee
- Threats of violence directed against an employee by a non-employee
- Violent confrontation by a spouse or significant other with an employee over a personal/domestic dispute
- Threats or threatening conduct by disgruntled or ex-employees
- Violent altercations between two employees or an employee and supervisor
- Assaults by an intruder

5.1.3 **Typical warning signs of potentially violent individuals may include, but are not limited to:**

Irrational beliefs and ideas; Verbal, nonverbal, or written threats or intimidation; Obsession with weapons and/or acts of violence; Expressions of a plan to hurt oneself or others; Externalization of blame; Bullying; Taking up much of a supervisor's time with behavior or performance problems; Drastic change in belief systems; Displays of unwarranted anger; New or increased source of stress at home or work; Inability to take criticism; Feelings of being victimized; Intoxication from alcohol or other substances; Expressions of hopelessness or heightened anxiety; Steals or sabotages projects or equipment; Demonstrates a lack of concern for the safety of others.

5.1.4 **Preventing Workplace Violence at NYPA:**

There is no single ingredient that will prevent or reduce violence in the workplace. Preventative measures must be based on a thorough understanding of risk factors associated with the various types of workplace violence that could occur. While understanding the factors that lead to workplace violence are not always evident, sufficient information is available which can reduce the risk. However, strong management commitment, and the day-to-day involvement of department managers, supervisors, employees and labor unions, is required to reduce the risk of workplace violence. To that end, NYPA will utilize the following measures for implementing its Workplace Violence Prevention Program:

Foster a supportive harmonious work environment: Create a culture of mutual respect to help reduce harassment and hostility in the workplace. NYPA will strive to communicate openly, give employees adequate control in their work and provide them with support and recognition. Conflict and stress are lower when employees feel empowered to work independently and are motivated to work cooperatively.

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Train employees on how to resolve conflicts: Conflicts on the job can be reduced by developing employee skills in negotiating, communicating effectively, team building, and resolving disputes. NYPA's Talent Development team offers courses in these subject areas.

Develop effective policies to protect employees from harassment: *S*trive to build a culture free of harassment and discrimination and advance this goal by having systems in place to address infractions. NYPA will not tolerate harassment or violence. All complaints will be expeditiously and thoroughly investigated. Appropriate action will be taken with those who violate this policy.

Use established procedures for handling grievances: Employees will follow existing *g*rievance procedures for reporting complaints of unfair treatment, discrimination, or harassment.

Provide personal counseling through an employee assistance program: Employees can use the confidential Employee Assistance Program (EAP) as a resource to address personal concerns. If a violent or threatening incident occurs at work, employees can call the EAP 24-hour Helpline at 800-833-8707.

Implement security programs that protect employees: NYPA has a variety of methods in place to ensure worker safety. Such methods include: access control to office locations; employee background screening; and, employee safety awareness and training. In addition, any employee concerned about personal safety may request an escort (to the parking lot or other worksite if reasonable) or other appropriate intervention.

Provide employee safety education programs: In addition to making workers aware of safety policies and employee support services, NYPA provides educational materials covering ways to maximize safety at work.

Train supervisory personnel on how to recognize signs of a troubled employee: NYPA will provide periodic information and/or training to Supervisors on how to recognize signs and symptoms of a potentially violent employee. Also, supervisory personnel can be instructed on how to be sensitive to signs of possible abuse among employees, such as frequent absences or depression.

5.1.5 Orders of Protection

Employees who apply for or obtain a protective or restraining order from a court or agency that lists NYPA facilities as a protected area must provide headquarters Employee Relations or site HR a copy of the petition and declarations used to seek the order and a copy of any temporary or permanent protective or restraining order that was granted. Employee Relations or Site HR will immediately provide the on-site Security Manager with a copy of the order. NYPA will respect the privacy of the reporting employee(s) and only Employee Relations or site HR and site Security will be provided a copy of the order.

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5.2 Responsibilities

5.2.1 **NYPA has identified the following responsibilities for implementing and maintaining the provisions of the Workplace Violence Prevention Program ("Program"):**

a. Employee Relations ("ER") is responsible for implementation of the Program with the participation of Labor Relations, Security and an authorized employee representative. ER is also responsible for maintaining and updating the Program as needed and reviewing the Program annually in partnership with Labor Relations and Security who collaborate with an authorized employee representative from each bargaining unit.
b. All NYPA employees receive online workplace violence prevention training annually.
c. In general, Security, ER, and site HR will investigate all claims of workplace violence. In some instances, all three groups may not need to be involved in the investigation and they will work together to decide which parties need to be involved in the investigation.
d. ER is responsible for completing Workplace Violence Incident Reports and taking any appropriate action as necessary.
e. NYPA's Program shall adhere to a hierarchy of controls as follows:
    - engineering controls
    - work practice controls
    - personal protective equipment

5.2.2 **Injury and Illness Recordkeeping and Reporting Requirements for Workplace Violence Incidents:**

NYPA is required to record and report workplace violence incidents in accordance with NYS Labor Law, Section 27-a (Public Employer Safety and Health Act). NYCRR Part 801 of that Law, Recording and Reporting Public Employees' Occupational Injuries and Illnesses, specifies conditions for employer recordkeeping and reporting requirements. Specifically, NYPA is required to record an employee workplace violence injury if it results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid and loss of consciousness.

NYPA is also required to report employee workplace violence related fatalities and multiple hospitalizations to the Department's Public Employee Safety and Health ("PESH") Bureau within 8 hours of the incident. (Refer to NYCRR Part 801 for complete information pertaining to employee recordkeeping and PESH reporting requirements).

Additionally, NYPA utilized (and will continue to utilize) accident and illness recordkeeping information to ensure that its written Workplace Violence Prevention Program is as effective as possible.

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5.2.3 **Workplace Violence Prevention Risk Evaluation:**

The Security Department in coordination with an authorized employee representative employee at sites with union employees will perform a "risk evaluation" as a means of inspection of all workplaces to determine the presence of existing or potential hazards that might place employees at risk from occupational assaults or homicides.

The results from the risk evaluations must be used for the implementation of this Program and in all employee training that is required.

5.2.4 **Workplace Violence Prevention Compliance:**

NYPA has established this policy to ensure compliance with workplace violence prevention and security:

- Management is committed to ensuring that all safety and health policies and procedures involving workplace violence prevention and security are clearly communicated and understood by all NYPA employees.
- All NYPA employees are responsible for using safe work practices, for following all directives, policies and procedures and for assisting in maintaining a safe and secure work environment. NYPA's Workplace Violence Prevention Program is designed to ensure that all workers comply with work practices that have been identified to make the workplace more secure. Specifically, this Program will:

  a. Inform employees, supervisors, managers and union officials of the provisions of NYPA's Workplace Security procedures.
  b. Evaluate the performance of all employees in complying with workplace security measures.
  c. Recognize employees who perform work practices which promote security in the workplace.
  d. Provide training and/or counseling to employees whose performance is deficient in complying with work practices designed to ensure workplace security.
  e. Discipline employees for failure to comply with workplace violence prevention and building security practices in accordance with negotiated labor contracts if applicable.

5.2.5 **Reporting Workplace Violence Incidents:**

a. Any employee or his or her authorized employee representative who believes that a serious violation of NYPA's workplace violence prevention program exists, or that a workplace violence imminent danger exists, shall bring such matter to the attention of a supervisor in the form of a written notice and shall afford NYPA a reasonable opportunity to correct such activity, policy, or practice.

b. Written notice to NYPA shall not be required where imminent danger exists to the safety of a specific employee. Employees who observe or experience imminent

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danger of serious physical harm involving violent, threatening, harassing, intimidating, or other disruptive behavior by anyone, including those not employed by NYPA, which might be carried out on NYPA premises, or have been told that another person has witnessed such behavior, should report it immediately to site Security.

c. Supervisors or HR representatives who receive reports of alleged workplace violence shall first contact a site Security representative. Security must respond to the incident and depending on the severity of the situation, determine whether local police will need to be called.

d. Security must promptly notify Employee Relations or site HR to inform them of the workplace violence incident. Employee Relations and site HR will investigate the incident and recommend whether any discipline should be issued. ER will file a Workplace Violence Incident Report to be included in the Workplace Violence Prevention Program.

e. Employees may also report violations of this policy to NYPA Employee Information Concerns Line. The centralized, outsourced, toll-free Hotline is available and dedicated solely to receiving employee concerns, including those that may be of a violent, threatening, harassing, intimidating, or other disruptive nature. The Hotline number is 1-877-TEL-NYPA (1-877-835-6972).

f. All allegations of workplace misconduct under this policy will be handled thoroughly and promptly in a sensitive and discreet manner. When the incident involves no imminent danger, Employee Relations or site HR will investigate the matter to determine whether discipline is warranted. The privacy of the complaining party and the person accused of violating this policy will be respected to the maximum extent possible, consistent with the need to fairly investigate and correct the problem. It is not always possible to maintain absolute confidentiality.

g. NYPA will take appropriate corrective action, including disciplinary measures when justified, to remedy violations of this policy.

h. All workplace violence incidents with be reviewed by ER and one Authorized Employee Representative from each Local annually.

5.3 Anti-Retaliation

5.3.1 Consistent with CP 1-7, NYPA's "Anti-Retaliation Policy," this policy prohibits discrimination, harassment, and/or retaliation against any employee because the employee does any of the following:

a. informs a NYPA representative in good faith that someone has, or is reasonably expected to, act violently, is threatening, harassing, intimidating or causing other

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disruptive behavior for themselves, another NYPA employee or any other person on NYPA premises;
b. participates in any investigation arising from this policy; or
c. exercises any right under NYS Labor Law § 27-b6(e)(1)-(3).

5.3.2 Any employee who is found to have knowingly made a false accusation under this policy may be subject to appropriate disciplinary action up to and including termination of employment.

5.4 Workplace Violence Prevention Program Maintenance and Updating:

ER is responsible for maintenance and annual updating of the Program with participation of one authorized employee representative from each bargaining unit local.

6 VIOLATIONS

Violations of this policy and related policies and procedures by employees may result in disciplinary action up to and including termination. Vendors, consultants, contingent workers, and customers who engage in conduct that violates this policy may result in the revocation of their physical access to NYPA's premises and electronic access to NYPA's 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 Public Employer Workplace Violence Prevention Programs 12 NYCRR Part 800.6

7.2 CP 1-7 Anti-Retaliation Policy PowerNet → Quick Links → Policies & Procedures → Company Policies

7.3 NYS Labor Law § 27-b

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

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9 ATTACHMENTS

N/A

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E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	1/6/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	12/11/2019
General Counsel	Driscoll, Justin	10/21/2019
Chief Operation Officer	Kessler, Joseph	10/18/2019
Executive Owner	Pizzo, Kristine	10/16/2019
Content Owner	Pollack, Rani	10/2/2019

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Title: Severance Policy

Document Type:	Employee Policy
Document Number:	EP 1.7
Revision Date:	9/29/2020
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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Severance 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
9/29/2020	5	Added the Legal Department's role in reviewing actions triggering severance Modified definition for "length of service"- specifically, removed language about minimizing length of service by unpaid leave Added the Payroll Department's role in calculating severance payments and replaced severance pay chart with concise narrative and examples	2.2 3 5.1	Rani Pollack Director, HR & Employee Relations
1/29/2020	4	Clarified Purpose and Scope Clarified Applicability Clarified Definitions Clarified severance proration Modified maximum amount for severance payout to 12 weeks in accordance with Section 2854 of the New York State Public Authorities Law	1 2 3 5 5.1	Rani Pollack Director, HR & Employee Relations
4/1/2016	3	Uploaded information to a new format. This policy had two (2) revisions under the old format. Expanded on the definition of an eligible employee	N/A 3	Rani Pollack Director, HR & Employee Relations

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		Defined and expanded severance pay Detailed payment schedule Explained which payroll deductions can and cannot be made from severance pay	3 5.1 5.4	

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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

This Policy provides guidelines and identifies circumstances for the payment of severance.

2 APPLICABILITY

2.1 This policy is applicable to Management full-time and part-time Permanent employees as defined by EP 3.1 Management Employee Categories and Eligibility for Benefits. This policy is not applicable to Temporary or Provisional employees or contingent workers whose compensation is paid directly by a third party, who are not paid directly through NYPA's payroll system, or who are classified by NYPA as consultants and/or independent contractors.

2.2 Severance pay shall be given to an eligible employee who is involuntarily terminated through no fault of his/her own as a result of a layoff; reduction-in-force; restructuring; or reorganization. Such instances shall be reviewed with the Legal Department prior to implementing the action.

2.3 Instances or actions where an employee is not eligible to receive severance:

a. Voluntarily resignation;
b. Termination for cause;
c. If an employee is offered a comparable position with NYPA as a result of a reorganization or restructuring, and the employee declines the offer; or
d. In the event of a takeover of all or part of an Authority facility or asset, where an employee is offered a comparable position with the new employer, and the employee declines the offer.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Week of base salary - annual base salary divided by 52; such calculation does not include overtime, stipends, per diem, or other pay.

Eligible employees - Management full-time and part-time Permanent employees as defined in EP: 3.1, Management Employee Categories and Eligibility for Benefits

Length of Service – Time employed with NYPA as an eligible employee. If employee was a direct transfer or rehire, adjusted dates apply, see EP 1.9 Transfer or Re-Employment in Public Service

Management employee - non-bargaining unit NYPA employee

Severance - a payment offered to eligible employees. Such payment is calculated based on the impacted employee's base salary at the time of separation and length of service.

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4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the EVP Chief HR and Administrative Officer unless otherwise noted herein.

5 POLICY IMPLEMENTATION

5.1 Eligible employees are offered severance based on length of service. Any portion of a month of service will be counted as a full month. Severance payments are calculated by the Payroll Department.

- Employees with less than 1 full year of service will be paid 2 weeks of base salary
- Employees with 1 or more years of service will be paid 2 weeks of base salary plus 1 week of base salary for each year of service (prorated for partial years) up to a maximum total severance payment of 12 weeks of base salary.

Examples:

- Employee with 7 months of service: severance payment = 2 weeks of base salary
- Employee with 1.67 years of service (20 months): severance payment = 3.67 weeks of base salary (1 week of salary times 1.67 years of service plus 2 weeks)
- Employee with 3 years of service (36 months): severance payment = 5 weeks of base salary (1 week of salary times 3 years of service plus 2 weeks)

5.2 Severance will be paid out in a separate lump sum check to be issued as soon as administratively possible within the normal pay schedule.

5.3 <u>Payroll Deductions</u>

5.3.1 Vacation time taken in excess of accrued time will be deducted from severance.

5.3.2 The following cannot be deducted from severance including, but not limited to: New York State and Local Retirement System and Voluntary Defined Contribution Plan deductions; 401(k) and 457 plan contributions and loan payments; health, life, disability, Flexible Spending Account deductions, etc. or any amounts owed for property not returned.

5.3.3 Severance payments are subject to applicable federal, state and local taxes.

6 VIOLATIONS

N/A

7 REFERENCES

EP 1.9 Transfer or Re-Employment in Public Service [Powernet → Quicklinks → Employee Policies → EP 1.9]

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EP 3.1 Management Employee Categories and Eligibility for Benefits [Powernet → Quicklinks → 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 Other Year

9 ATTACHMENTS

N/A

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	9/29/2020
Executive Owner	Pollack, Rani	9/29/2020
Content Owner	Bodolato, Diana	9/29/2020

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Title: Management Non-Exempt and Facility-Based Exempt Overtime

Document Type:	Employee Policy
Document Number:	EP 2.4
Revision Date:	5/18/2020
Final Approver:	*Pizzo, Kristine* EVP Chief HR & Administrative Officer
Executive Owner:	Saslow, Karina VP Total Rewards & HRIS
Content Owner:	McDonnell, Robyn Senior Compensation Specialist

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Management Non-Exempt and Facility-Based Exempt Overtime

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
5/18/2020	15	Expanded definition of First Line Supervisor	5.2.2	Kristen Coyne Director Total Rewards
8/6/2019	14	Addition of Eligibility for Management Exempt under an MOU or Mutual Aid Agreement Definition of term Overtime	2.2 f	Robyn McDonnell Sr. Compensation Specialist
8/6/2019	13	Update to titles Clarification of non-exempt travel time review Reference to Management Exempt Emergency/Crisis Response Compensation policy	2.2c, Section 4 5.1.4 5.2.5	Robyn McDonnell Sr. Compensation Specialist
1/15/2019	12	Updated document to the new format. This policy had 11 prior revisions under the old format. Replaced "Salaried" with “Management” Clarification of Exempt Eligibility, inclusion of Customer Load Forecasting Removed section pertaining to Exempt Employees temporarily assigned to a Facility Addition of FLSA	N/A Throughout 2.2 5.2.6 & 5.3.2 6	Robyn McDonnell Sr. Compensation Specialist

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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

1.1 This policy provides for the authorization and payment of overtime to eligible Authority employees (see Applicability, *Section 2,* below). It permits the Authority to:

a) comply with the Fair Labor Standards Act;

b) provide additional compensation to certain exempt positions for ensuring the safe and efficient generation and transmission of electricity during specified overtime events;

c) provide some relief for pay compression between bargaining unit employees and first line supervisors; and

d) manage overtime costs.

1.2 Eligible overtime is scheduled, authorized and approved time worked in excess of the normal workweek, under predetermined conditions related to specific Authority or facility requirements, priorities, special projects, or to maintain safe operating conditions.

2 APPLICABILITY

2.1 Non – Exempt Eligible Employees:

a) All management non-exempt employees are eligible for non-exempt overtime as required by the wage and hour laws of the Fair Labor Standards Act, as enforced by the U.S. Department of Labor.

2.2 Exempt Eligible Employees:

a) First Line Supervisors — as defined in 5.2.2.

b) Facility-based management exempt individual contributor employees in grades up through 09 (I/U/X) may be eligible for exempt overtime compensation.

c) Management exempt individual contributor employees working in the Generation Resources Trading Room on a 24/7 shift, management exempt individual contributor Fuel Buying/Gas Scheduling positions supporting the Generation Resources Traders, management exempt individual contributor Transmission System Operators working at the Energy Control Center (ECC), and management exempt individual contributor Market Forecasting Services (MFS) Analysts supporting the New York Independent System Operator

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(NYISO) energy bidding process and customer energy demands, may be eligible for exempt overtime compensation despite location or grade.

d) Headquarters management exempt employees, physically working at a facility as part of a specified temporary work project, and who are in grades up through 09 (I/U/X) may be eligible for exempt overtime compensation.

e) Management exempt employees in grades 10 (I/U) and above are not eligible for overtime compensation under any circumstances other than First Line Supervisors as noted in 2.2 (a), and the Fuel Buyer/Gas Scheduling, positions, Generation Resources Traders, System Operators at the ECC, and the MFS Analysts as noted in 2.2 (c).

f) Management exempt employees, despite grade or location, assigned to work as part of a special assignment to meet the terms of a Memorandum of Understanding and/or Mutual Aid Agreement.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

ECC – Energy Control Center

E-Week – A week during a rotating 12-hour shift schedule that permits a 32-hour week (4 - 8-hour days) to balance out the rotation

Exempt Employee – one whose job duties 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. Exempt employees receive pay on a salary basis.

Facility-Based – employees whose location of record in SAP is not White Plains or Albany

Headquarters – employees whose location of record in SAP is White Plains or Albany

Individual Contributor – employees who do not have defined supervisory or managerial responsibility for other NYPA employees

Management – all non-bargaining unit NYPA employees

MFS – Market Forecasting Services

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.

NYISO – New York Independent System Operator

O&M Budget – Operations and Maintenance Budget

Overtime - Time worked beyond the employee's normally scheduled shift

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Workweek – Sunday through Saturday

4 RESPONSIBILITY

4.1 A Business Unit Head or Regional Manager, or their designee will establish the event (Section 1.2) for which overtime will be paid, and will be accountable for the direction, authorization and administration of overtime as covered by this policy.

4.2 The Controller, or designee, will provide periodic reports of overtime paid including year-to-date totals, to the Business Unit Head or Regional Manager. The Business Unit Head or Regional Manager, or their designee will reconcile these reports against authorizations required by this policy and promptly notify the Controller or designee in writing of any discrepancies that require correction.

4.3 The Business Unit Head is responsible for the prudent use of overtime within the parameters established by the approved O&M Budget.

5 POLICY IMPLEMENTATION

5.1 Non-Exempt Overtime

5.1.1 On those occasions when it is necessary for non-exempt employees to work in excess of their basic workweek [see Attendance and Flexible Hours policy (EP: 4.6)], all additional time worked must be directed and authorized in advance in accordance with Section 1.2 of this policy.

5.1.2 Notwithstanding the requirements of Section 5.1.1 above, under the Fair Labor Standards Act, all non-exempt employees who work in excess of their basic workweek must record and be paid for all time worked.

5.1.3 The rate of pay for non-exempt employees is as follows:

a) Straight time for up to 40 hours in a workweek.

b) 1½ times the straight time equivalent hourly rate of the annualized salary for those hours worked beyond 40 hours in a workweek. Payment for time worked on a scheduled holiday will be paid at 1½ times the equivalent hourly rate.

5.1.4 Generally, time spent traveling on company business will not be counted as hours worked for overtime computation purposes. However, each situation is unique and should be confirmed with the Compensation group.

5.1.5 For non-exempt employees, work time spent as a required or assigned participant in any training program, lecture, meeting or workshop, will be paid at the applicable rate of pay (Section 5.1.3) for that time period. Additional detail on non-exempt overtime reporting is available on the PowerNet under Human Resources – Compensation

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5.2 Exempt Overtime

5.2.1 Time worked in excess of the scheduled workweek at an exempt employee's discretion will not be compensated. For eligible management exempt employees, all paid overtime must be approved in advance in accordance with Sections 1.2 and 5.3.

a) For exempt employees on 12-hour shifts, overtime is any time outside the regularly scheduled shift, regardless of the number of hours in the shift. If the scheduled rotation results in greater than 40 hours per week over the course of the year (e.g., 3 day on/3 day off continuous rotation), then the additional hours over the regular 2,080 hours will be built in overtime. With management's approval, trading of hours with another employee should result in an equal number of hours and the new hours become part of the regular schedule. For schedule rotations that include an "E-week" of four 8-hour shifts, the employee's schedule can be modified to backfill for shifts as needed, and all hours greater than 32 for the week would be paid as overtime.

5.2.2 For eligible management exempt employees in, or temporarily acting in a First Line Supervisor role, approved overtime will be paid at 1½ times the hourly equivalent of the exempt employee's salary for hours of actual supervision. The First Line Supervisor role is defined as mandatory, supervisory attendance to direct and support oversight of collective bargaining unit employees, or contractors performing work associated with maintenance or capital improvements, to assure accountability of work quality, and safety compliance. Similarly, Transmission System Operators and Day Ahead Traders approved overtime will be paid at 1½ times the hourly equivalent of their exempt salary for hours performing their primary duty. Any other overtime hours, if approved, will be paid at a straight time rate.

5.2.3 Eligible individual contributor employees may be paid for all hours worked, in accordance with section 1.2. Approved overtime will be paid at the straight time hourly equivalent of the exempt employee's salary.

5.2.4 Exempt employees who are pre-approved to work during a scheduled holiday will be paid at 1½ times the hourly rate for First Line Supervisors (as defined in 5.2.2), and 1 times the hourly rate for non-supervisory employees for actual hours worked in addition to their normal straight time pay for the holiday.

5.2.5 Exempt management employees who are called to respond to an emergency/crisis situation should refer to EP 2.5, "Management Exempt Emergency/Crisis Response Compensation".

5.3 Approval and Time Records

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5.3.1 For eligible management exempt employees, an Overtime Approval form must be completed stating, at a minimum, the employee's name, period of time for which the overtime has been requested and approved, a brief description of the task, and the employee's basic workweek hours. Each operating facility may have a standard Overtime Approval form. These must be reviewed and approved (signed) by a Business Unit Head and/or Regional Manager, or designee, as appropriate. These records are retained by the applicable department or facility.

5.3.2 Payment for authorized overtime under the guidelines of this policy will be charged to the operating budget where the work is performed. The approved time report must clearly indicate the appropriate facility program code number to charge.

5.3.3 Payment to a management exempt employee for overtime that has not been specifically directed or authorized by those delegated the responsibility by this policy, will not be permitted under any circumstances. Issues with unauthorized non-exempt overtime will be addressed through the performance management process. [See Section 5.1 regarding treatment of non-exempt employees.]

5.3.4 This policy supersedes all prior policies and procedures regarding overtime for exempt and non-exempt personnel.

6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination.

7 REFERENCES

EP 2.5 Management Exempt Emergency/Crisis Response Compensation. [Powernet → Quick Links → Employee Policies → EP 2.5]

Non-exempt Compensable and Overtime FAQs: Powernet → Compensation → Non-exempt Compensable and Overtime FAQs

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	5/18/2020
Executive Owner	Saslow, Karina	5/7/2020
Content Owner	McDonnell, Robyn	4/23/2020

Title: Management Time Away from Work

Document Type:	Employee Policy
Document Number:	EP 3.12
Revision Date:	11/25/2020
Final Approver:	*Pizzo, Kristine* EVP Chief HR & Administrative Officer
Executive Owner:	Coyne, Kristen (Lennihan) Director Total Rewards
Content Owner:	Verdesi, Brenda Manager Benefits

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Management Time Away from Work

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
11/25/2020	2	• Removed references to Collective Bargaining Unit employees throughout policy. • Clarify vacation carryover • Change in NYS voting regulations	2.2 5.2.3 5.5 5.6 5.11 5.16 5.17 5.18 5.20 5.21 5.1.6 5.21	Brenda Verdesi, Manager, Benefits
9/3/2020	1	• Eliminated five policies and incorporated into this new policy: ○ 3.2 Vacation ○ 3.4 Leaves of Absence ○ 3.9 Sick Leave Policy ○ 3.10 Management Salary Continuation ○ 3.11 Management Vacation Donation Program • Waiting period for salary continuation begins on the eighth (versus sixth work day) consecutive calendar day • Employees eligible for Parental Leave benefits after six months of employment (shortened from 12), consistent with PFL • Two NYPA employees who are caregivers for the same child; each one is eligible for the 11 weeks of Parental Leave benefit • New hires eligible for salary	All	Brenda Verdesi, Manager, Benefits

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		continuation after one month of employment (shortened from one year)
		• Employees can use up to two days off for any type of volunteer work as individual or group activity. Simplified criteria for taking days.
		• Military benefits documented and enhanced from 30-day policy to provide a three-tiered approach for time away for active duty or training; two days travel time; and a paid day for mandated annual military physicals.
		• Incorporated additional legally required policies:
		  ○ Domestic Violence
		  ○ Cancer Screening
		  ○ Lactation Time & Space
		  ○ Organ & Bone Marrow Donation
		  ○ Election Voting		

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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

This policy provides the requirements for a New York Power Authority (NYPA) Management employee to take time away from work under one of the following programs:

- vacation
- vacation donation program
- sick
- sick leave usage
- New York State Paid Family Leave
- Family and Medical Leave Act (FMLA)
- salary continuation
- parental leave
- long term disability
- workers' compensation
- floating holiday
- leave of absence
- bereavement time for death in the family
- jury duty
- military leave
- unpaid personal leave
- domestic violence
- cancer screening
- lactation time and space
- paid volunteer time
- organ and bone marrow donation
- election voting

2 APPLICABILITY

2.1 This Policy applies to full and part time Permanent and Provisional Management NYPA employees (as defined in EP: 3.1). Unless specified below, Temporary Employees (as defined in EP: 3.1) are not eligible for such paid leave.

2.2 This policy does not apply to Collective Bargaining Unit (or represented) employees.

2.3 Contingent Workers are not eligible for or entitled to participate in or receive benefits under any benefit plan, policy, or practice offered by NYPA, its parents, affiliates, subsidiaries, or successors.

2.4 Time away taken under this policy may run concurrently with the NYS Paid Family Leave or FMLA leave, if applicable. For Information on Family and Medical Leave, see. See EP 3.3.

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3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Accrual – The number of sick or vacation days an employee has earned during the calendar year but has not taken.

Committee – Group of representatives from HR, Benefits, Legal, Ethics, Employee Relations, and local HR representative.

Contingent Worker - Workers whose compensation is paid directly by a third party and who are not paid directly through the NYPA payroll system.

Credits – The number of vacation days added to an employee's vacation balance on January 1 of each calendar year, or employment date for new employees.

Critical Personal Situation – A personal crisis of a severe nature that directly impacts the employee. This may be a critical or catastrophic illness or injury of the employee (non-work related) or an immediate family member (spouse, domestic partner, child, parent or other relationship in which the employee is legal guardian or sole caretaker) that poses a threat to life and/or requires inpatient or hospice health care. A critical personal situation may also include a natural disaster impacting the employee's primary residence, such as a fire or severe storm.

Employee(s) – Permanent and Provisional Management employees

EML - Employee Medical Leave – An employee's qualifying "serious health condition" that makes an employee unable to perform the functions of their position and is eligible for EML. EML may be work related or non-work related.

FMLA- Family and Medical Leave Act

Immediate Family - An employee's spouse, mother, father, stepmother, stepfather, brother, brother's spouse, sister, sister's spouse, child, child's spouse, stepchild, grandparents, grandchildren; or an employee's spouse's mother, father, brother, sister, children, or grandparents. For these purposes' "spouse" will include domestic partners.

Management – Non-Collective Bargaining Unit/represented employees

Parental Leave – Time away from work for the birth of a child and to bond with the newborn child within one year of birth. Also provides time away from work in connection with the birth, to bond with, travel for and placement of a child for adoption or foster care within one year of initial placement in the home, or adoption, whichever comes first.

PVT - Paid Volunteer Time

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Reasonable Accommodation - Assistance or changes to a position or workplace that will enable an employee to perform job duties despite having a disability or pregnancy-related condition or having to engage in a religious practice or observance.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

The following are time away from work benefits that NYPA offers to eligible employees. An employee who needs any of the following time away from work must notify and obtain the approval of their supervisor as soon as possible. The employee's time, indicating the reason for the absence, must be entered in the Payroll time entry system and the appropriate documentation must be submitted to the employee's supervisor. NYPA will provide these and other types of time away from work in compliance with New York State and/or Federal Laws and regulations. Employees can request a reasonable accommodation by contacting the Office of Civil Rights and Inclusion. Reasonable accommodations will be considered according to CP 1-11.

5.1 Vacation

5.1.1 Permanent Full-time Management employees receive vacation days as follows:

a) Employees are credited with 20 vacation days on January 1 of each year.

b) In an employee's first year of NYPA employment, vacation days are credited on a pro-rated basis (rounded up to the nearest half day), based on the employee's date of employment (1/12th of 20 vacation days, or 1 2/3 days for each month of service). For example, if employment began in April, the employee receives 15 vacation days for the year. If employment began in December, the employee receives two vacation days.

c) Employees who have 11 or more years of eligible NYPA service will be credited with an additional ½ vacation day on January 1 immediately after they attain 11 years of eligible service. (See EP 1.9, for transferred time eligibility criteria.) For each succeeding year of service, another ½ day will be credited on the following January 1st of each year until a maximum of 25 days per year is credited upon the January 1st after reaching 20 years of service.

d) If you are on FMLA, Salary Continuation, Paid Family Leave, Parental Leave, Military Leave or any paid leave of absence, you are credited with vacation on January 1;

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anything beyond that (i.e.: unpaid personal leave, medical leave extending beyond 12 weeks of FMLA, long term disability) would receive pro-rated time upon return.

5.1.2 Permanent Part-time Management employees are credited vacation days on a pro-rated basis contingent on the assigned number of hours worked per week. If part-time employees become full time during the year, their vacation days for the year will be adjusted on a pro-rated basis.

5.1.3 Provisional Management employees, employed on January 1, are credited with 10 vacation days per year for their first two full years of employment, and 15 vacation days in their third year. In the first calendar year of provisional employment, vacation will be pro-rated for each month of service.

5.1.4 Employees may use approved vacation days in full or half day increments.

5.1.5 Once an employee has submitted a voluntary resignation or retirement, vacation usage is subject to supervisory approval. To be eligible for unused accrued vacation payout, an employee must be physically at work on their last day of employment.

5.1.6 Up to 40 vacation days may be carried over from one year to the next. In the event of an employee's death, payment for accrued and unused vacation days will be paid in coordination with Section 5.3.6.

5.2 Vacation Donation Program

5.2.1 NYPA recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick/vacation time. To help these Employees, the Vacation Donation Program allows staff to donate vacation time to be held in a bank for staff to use when on leave for a Critical Personal Situation.

5.2.2 The Vacation Donation Bank (referred to as "the Bank") is a general bank of days that has been voluntarily donated by eligible NYPA employees from their unused vacation balances. As time donated from employees will differ in value, the allocation and distribution of this leave will be calculated based on value and not time.

5.2.3 The Bank is for use by active eligible Management employees.

5.2.4 Under IRS regulations donations are taxable compensation based on the donor's rate of pay at the time of donation and will be treated as W-2 wages for the donee. Payments received by an employee from the Bank are valued at the salary at the time of request and treated as W-2 wages for all income and employment tax withholding purposes.

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5.2.5 Criteria for Donating Leave

All eligible employees who choose to donate vacation must have a minimum of one year of service and must meet the guidelines outlined below. Only employees who have donated unused vacation balances can apply to participate in the plan as a recipient.
a) Donors must have a minimum of five days remaining in their vacation bank after donating vacation day(s).
b) Employees must donate at least one day each calendar year to remain active in the plan year, which is the following calendar year. There is no maximum as to how many days one can donate.
c) Employees cannot borrow against future vacation time to donate.
d) All donations must be in full day increments only.
e) Part-time employees may donate their full-day equivalent, and their participation in the plan will be calculated on a pro-rated basis.
f) Employees on 12-hour shift schedules will donate in 8-hour day equivalents. Their participation in the plan will be based on an 8-hour workday, 5-day work week.
g) Employees on a leave of absence during the donation period may not donate their time.
h) All donations are irrevocable.
i) Donors will remain anonymous.

5.2.6 Eligibility for Receiving Donations

All eligible employees with one year of service with NYPA are eligible to make a request. Guidelines are as follows:
a) Employees who would like to make a request to receive donated leave must have circumstances that qualify as a Critical Personal Situation.
b) All requests must be made on the Critical Personal Situation Request Form.
c) Employees making the request must have depleted all sources of paid time off, including sick time, vacation time, floating holidays, New York State Paid Family Leave, parental leave, and salary continuation, if applicable.
d) Employees will not be granted leave from the donation Bank instead of, or as a supplement to, long-term disability benefits.
e) Full-time employees who are eligible to receive donated leave may receive up to four weeks in a 12-month period calculated as the 12-month period measured forward from the first day of the Vacation Donation usage. Time can be taken consecutively or intermittently in full days. Part-timers may receive up to 4 weeks at a pro-rated amount.
f) All time allocated from the donation Bank will be converted and distributed based on dollar value of the recipients' rate of pay at the time of request, not by donated hours.
g) Illnesses and/or injuries may not be job related.
h) Illnesses and/or injuries must be supported by acceptable medical documentation as determined by the review committee. By signing the application for this paid leave, employees are agreeing that their personal information may be shared with the Committee making decisions on this request. Every effort will be made to maintain confidentiality.

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5.3 Sick

5.3.1 Sick time is provided to address the below scenarios and is not to be substituted for any other types of absences:

a) an employee's illnesses or injuries
b) an employee's trips to a health care provider (including reasonable travel and actual visit time)
c) a family member's illness or injury. A family member is a child, spouse, parent (not parent-in-law), or domestic partner.
d) Family Medical Leave, as specified in EP 3.3, and the first 5 business days of absence under Parental Leave.
e) New York State Paid Family Leave, if employee elects to use accrued sick leave while on PFL.

5.3.2 Full-time Management employees accrue sick time as follows:

a) 3.46 hours per pay period if on a 37.5-hour work week

b) 3.69 hours per pay period if on a 40-hour work week

5.3.3 Part-time Management NYPA employees (working 20 or more hours per week, but less than full-time weekly work hours) and Provisional employees that work less than full-time (working at least 30 hours or more per week) accrue sick leave on a prorated basis based on the number of hours the employee is scheduled to work.

5.3.4 There is no maximum on the amount of sick leave Credits that may be carried over from one year to another.

5.3.5 If, for an entire pay period, an employee is on a personal leave of absence without pay, medical leave extending beyond 12 weeks of FMLA (see EP 3.3), or long term disability (LTD), they will not accrue sick leave Credits until they return to work.

5.3.6 In the event of death, payment for accrued and unused sick leave will be paid first to the beneficiary as named in the employee's group life insurance policy as permissible under the NYS Surrogates Court Procedure Act § 1310 ("SCPA") with the remainder (if any) paid to the estate of the decedent. If no allocation is permissible under the SCPA, the entire amount of unused vacation sick leave will be paid to the estate of the decedent.

5.3.7 Sick leave will be paid out to employees who qualify as a NYPA retiree (see EP 3.1). Details on payout options at retirement are available in the Retiree Benefits Guide on nypa.gov/benefits.

5.4 Floating Holiday

NYPA provides floating holidays as paid days off from work in lieu of certain regular holidays (See NYPA Holiday Schedule on nypa.gov/benefits). Employees actively at work, on FMLA, Paid Family Leave, Parental Leave, or any paid leave of absence are credited with one floating holiday on the first day of each quarter, not to exceed four in a

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calendar year. Floating holidays do not roll over to following year and are not paid out.

5.5 New York State Paid Family Leave (PFL)

NYPA provides Employees with paid time off for employees who may need time to bond with a new child, care for a sick family member, or assist loved ones when a family member is called to active military service abroad as defined in the New York State's Paid Family leave law. For further information, contact your local HR Representative or HR Services, who will calculate your eligible paid time based on any other time away from work policies, which may run concurrently with PFL

5.6 Family Medical Leave Act (FMLA)

NYPA provides Employees with job protection under FMLA, which requires larger employers to provide employees up to 12 weeks of unpaid job protected leave for a serious health condition for yourself or a family member. Such qualified medical and family reasons may include adoption, pregnancy, foster care placement, family or personal Illness, or military leave. (see E.P. 3.3).

5.7 Management Salary Continuation

Salary continuation is available during an approved Employee Medical Leave (EML) and runs concurrently with FMLA, when applicable. If the EML is intermittent, then intermittent FMLA runs concurrently. Benefits begin on the eighth consecutive calendar day of an employee's disability or after their sick leave is exhausted, whichever is later, and cannot exceed 11 weeks in a 12-month period.

a) Employees, who have worked for NYPA for at least 1 month, are eligible to receive salary continuation at 50% of the employee's base pay per day during the covered leave period.
b) Employees have the option of using vacation time and/or floating holidays instead of salary continuation.
c) For Part-time or Provisional Management employees that are less than Full-Time, Salary Continuation will be paid on a prorated basis based on their weekly work schedule.

5.8 Parental Leave

Parental Leave is available to Employees and runs concurrently with FMLA and PFL, when applicable. Employees who have worked for NYPA at least 6 months are eligible for 100% of the employee's base pay per day during the covered leave period.

Benefits begin on the eighth consecutive calendar day of leave. Employees have the option of using sick, vacation time and/or floating holidays for the waiting period.

If two NYPA Management employees are the caretakers for the same child, both are eligible to take Parental Leave. Both employees may take leave consecutively or

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intermittently, and simultaneously. However, time off approval will be consistent with business necessity and will not be unreasonably denied.

For Part-time or Provisional Management employees that are less than Full-Time, Parental Leave will be paid on a prorated basis based on their weekly work schedule.

5.9 Performance Assessments while on a Leave of Absence

Annual performance assessments should be based on performance in the previous assessment year, regardless of the length of time the employee was on an approved paid leave. Merit increases will be paid retroactively upon an employee's return to work.

Other increases while on leave will be determined on a case by case basis.

In neither situation will the amount of the increase be affected by the leave.

5.10 Long Term Disability (LTD)

Employees may be eligible for benefit payments under the Long-Term Disability Plan they elected once they have been on leave for three consecutive months for their own illness or injury, and after they have exhausted all of their accrued sick time. Provisional employees are not eligible for LTD. Information is provided in the LTD booklet available from HR Services.

5.11 Workers Compensation

Employees are provided with Workers' Compensation insurance which provide medical and wage benefits to employees that are injured or become ill at work.

5.12 Bereavement Time for Death in The Family

5.12.1 NYPA provides eligible Employees three days of paid time off at the employee's base salary rate, when there is a death in an employee's Immediate Family as defined in Section 3. Bereavement days can be used consecutively or intermittently.

5.12.2 Employees should use vacation or a floating holiday when the deceased is someone other than immediate family, or if more than the three days provided for in this policy are needed.

5.13 Jury Duty

5.13.1 NYPA provides eligible Employees paid time off that is needed to fulfill jury duty service. All classifications of Temporary Management employees are entitled to a leave of absence due to jury duty as required by law.

5.13.2 Employees are paid for all days served on jury duty at their base salary in effect upon commencement of leave.

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5.14 Military

5.14.1 If an eligible Employee is a member of the National Guard or the reserve personnel of the federal uniformed services, they will be allowed a certain number of days off as outlined below, for military service. Days are defined as scheduled workdays.

a) Full base pay for 30 workdays per calendar year regardless of type of leave (training, drills, active duty, etc.)

b) "Differential pay" for an additional 60 workdays for long-term deployment (greater than 30 workdays), regardless of where deployed and regardless of "act of war" determination. Differential pay is the difference between what the employee would normally be paid at NYPA minus pay they are receiving from the military. The employee essentially receives their full NYPA base pay between NYPA and military pay.

c) Differential pay for an additional 90 workdays for long-term deployment outside the U.S., regardless of "act of war" determination

Workday 1-30	**Workday 31 – 90**	**Workday 91 - 180**
Full NYPA base pay	Differential pay between NYPA pay and military pay	Differential pay if on active duty outside U.S.

5.14.2 Documentation of appropriate military orders must be provided prior to the commencement of the leave with as much advance notice as possible. Provide a copy to your local HR Representative.

5.14.3 Upon return from leave, the Payroll Department must receive a copy of the appropriate military orders.

5.14.4 Authorized military leave is paid at an employee's base salary.

a) Employee will receive vacation Accruals while on military leave

b) If a holiday falls during the paid military leave, the employee will be paid for the holiday. The holiday will not be counted toward the 30, 60, or 90 workdays.

Additional military benefits:

a) NYPA will fully subsidize COBRA for dependents not covered under military health plans (i.e., children over 21 up to age 26) while deployed for up to the three-year COBRA eligibility period

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b) Veterans will receive one paid day off each calendar year for a mandated VA military physical, if required, while actively at work.
c) Reservists will receive two paid days per calendar year for travel to military training, drills, etc.

5.15 Unpaid Personal Leave

5.15.1 Before an Employee is placed on an unpaid personal leave, they must exhaust all accumulated vacation and floating holiday leave time. Accumulated sick leave Credits may not be used for personal leave purposes.

5.15.2 Unpaid leaves of absence, to pursue personal interests, will be considered on an individual basis as long as the absence will not adversely affect the department's work goals and needs.

5.15.3 Job security while on an unpaid personal leave will be considered by the respective department in consultation with the Heads of the Business Unit and Human Resources or its designee. Such approvals will be consistent with business necessity and will not be unreasonably denied.

5.15.4 The employee is responsible to pay the benefit contributions during an unpaid personal leave. Arrangements can be made to make up all missed contributions on a post-tax basis upon return to work.

5.15.5 Long-term disability insurance coverage will cease at the commencement of an approved unpaid leave but will resume upon the employee's return from leave. New York State Retirement System participation will continue but the employee will not earn service credit during the unpaid period of the leave. Service Credit will resume upon an employee's return from leave.

5.15.6 If an employee is on an unpaid personal leave on January 1, they will receive sick and vacation time credits on a pro-rated basis upon their return to work. If an employee receives sick and vacation Credits on January 1 and commences an unpaid leave after that date, they keep the sick and vacation time Credited on January 1.

5.15.7 When an employee is on an unpaid personal leave they will not receive holiday pay if a holiday occurs during the leave.

5.15.8 Before an employee's return from an approved unpaid personal leave, the supervisor must notify their local HR Representative, so that the necessary payroll and benefits transactions can be initiated to return the employee to active status. The employee cannot return to work at their discretion.

5.15.9 Employees can request a reasonable accommodation by contacting the Office of Civil Rights and Inclusion. Reasonable accommodations will be considered according to CP 1-11.

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5.16 Domestic Violence

NYPA will provide Employees a reasonable accommodation to victims of domestic violence per New York State Law. Employees can request reasonable time off for the following reasons:

a) Seek medical attention for injuries caused by domestic violence
b) Obtain services from a domestic violence shelter, program, or rape crisis center
c) Obtain psychological counseling related to an incident of domestic violence
d) Participate in safety planning or to take other actions to increase safety from future incidents of domestic violence
e) Obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.

For any type of reasonable accommodation, contact the Office of Civil Rights & Inclusion. Employee Relations and local HR representatives can provide support to employees who have concerns related to Domestic Violence.

5.17 Cancer Screening

5.17.1 Employees are eligible for up to four hours on a calendar year basis, to undertake a screening for cancer, per New York State law.

5.17.2 Employees are entitled to this time away from work for cancer screening scheduled during their regular work hours. If an employee undergoes cancer screenings outside their regular work hours, they do so on their own time.

5.18 Lactation Time and Location

5.18 NYPA will provides Employees a reasonable paid break time or mealtime each day to allow an employee to express milk for nursing a child for up to three years following the birth of the child. NYPA shall also make reasonable efforts to provide a room or location, near the work area, where the employee can express milk in privacy. If you need this accommodation, contact your local HR representative.

5.19 Paid Volunteer Time (PVT)

5.19.1 NYPA will provide up to two days of Paid Volunteer Time (PVT) annually to permanent full-time, active duty Employees to volunteer with approved, eligible charitable and not-for-profit entities having Federal tax-exempt or tax-deductible status.

5.19.2 The days may be used for an individual or team volunteer project.

5.19.3 Employees may request to use PVT in full-days or half-days. PVT hours must be used

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during normal business hours. PVT will be paid at an employee's normal rate of pay and is not subject to overtime rates or any other expenses that are associated with such leave. Unused PVT may not be carried over to the next calendar year.

5.19.4 Employees requesting PVT must obtain advance supervisor and Human Resources approval on the PVT Request Form. Additional approval of the Ethics and Compliance Office is required where conflicts of interest or other ethics issues may exist.

Volunteering that is part of a NYPA Team Building activity or Employee Resource Groups, will not count towards your PVT days.

NYPA cannot approve requests for certain activities/projects, including, but not limited to, those which:

a) pose a potential conflict of interest for NYPA or are not aligned with the Code of Conduct
b) pose safety or security risks to employees (e.g. clean-up work at a disaster site)
c) benefit charities or fundraisers with the sole purpose of providing support to a named individual or a named family
d) influence legislation, lobbying activities or involve appointed or elected officials, political parties or political initiatives
e) involve religious programs of churches, temples, mosques, or other sectarian organizations.

5.20 Organ/Bone Marrow Donation

5.20.1 NYPA will provide leave with pay for Employees who are either bone marrow donors or organ donors per New York State Law. Employees can take up to seven days paid leave to undergo a medical procedure to donate bone marrow and up to thirty days paid leave to serve as an organ donor.

5.20.2 The provisions of this section do not affect an employee's rights with respect to any other employee benefit otherwise provided by law.

5.21 Election Voting

5.21.1 Per New York State Law, all registered voters are eligible for up to two hours of paid time off to vote if they do not have "sufficient time to vote" (i.e. four consecutive hours to vote before or after their work schedule) , to enable them to vote in any public election. Public election includes federal, state or local elections or primaries. See New York State Voting Leave Rights for details.

https://www.elections.ny.gov/NYSBOE/elections/TimeOffToVoteFAQ.pdf

5.21.2 Employees must be registered to vote and must provide their manager at least two days advance notice of the need for the time off. Managers may designate whether this time must be taken at the beginning or end of the shift.

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6 VIOLATIONS

N/A

7 REFERENCES

7.1 Family & Medical Leave Act (EP 3.3) PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

7.2 Management Employee Categories and Eligibility for Benefits (EP 3.1) PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

7.3 Flexibility Plan Overview of Employee Handbook PowerNet → Work-Life → Benefits

7.4 New York State Law

7.5 Human Rights Law

7.6 New York State Paid Family Leave Law

7.7 CP 1.1 PowerNet → Quick Links → Policies & Procedures → Company Policies and Procedures

7.8 EP 1.9 PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

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

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	11/25/2020
Executive Owner	Coyne, Kristen (Lennihan)	11/23/2020
Content Owner	Verdesi, Brenda	11/23/2020

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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: Reasonable Accommodation Policy for Applicants and Employees with Disabilities and Pregnancy-Related Conditions

Document Type:	Company Policy
Document Number:	CP 1-11
Revision Date:	1/6/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Pizzo, Kristine EVP Chief HR & Administrative Officer
Content Owner:	Harvey, Nancy Dir Office of Civil Rights & Inclusion

Reasonable Accommodation Policy for Applicants and Employees with Disabilities and Pregnancy-Related Conditions

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
1/6/2020	2	Inserted and Pregnancy-Related Conditions Removed reference to contractors and third parties	Title of Policy, Sections 1, 5.1, Attachment 9.1 6	Nancy Harvey, Director, Civil Rights & Inclusion
6/29/2018	1	Conversion to e-Scribe Template, deletion of extraneous language and addition of Pregnancy-Related Conditions	Title of Policy, Sections 1, 5.1, Attachment 9.1	Nancy Harvey, Director, Civil Rights & Inclusion

1 PURPOSE AND SCOPE

NYPA is committed to assuring equal employment opportunity for persons with disabilities and pregnancy-related conditions. To this end, it is NYPA's policy to provide reasonable accommodation to a qualified person with a disability or pregnancy-related conditions to enable such person to perform the essential functions of the NYPA position for which he or she is applying, or in which he or she is employed. This policy is based on the New York State Human Rights Law, Sections 503/504 of the Federal Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA), and all applicable Executive Orders and Memoranda.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, the job application process, examination and testing, hiring, training, disciplinary actions, rates of pay or other compensation, advancement, classification, transfer and reassignment, and promotions.

By providing reasonable accommodations in a consistent fashion, NYPA as the employer, benefits by:

a) avoiding exclusionary employment practices, policies and consequences;
b) providing equal opportunities for participation in education and training programs; and
c) preserving the retention and upward mobility of qualified employees with disabilities and pregnancy-related conditions.

2 APPLICABILITY

This Policy shall be adhered to by all NYPA employees and by the Director, Civil Rights & Inclusion, with the assistance of the Facility Human Resources (HR) Managers.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

NYPA or Authority – New York Power Authority

HR – Human Resources

Reasonable Accommodation - The New York State Human Rights Law, the Rehabilitation Act of 1973, and the Americans With Disabilities Act require that certain employers provide reasonable accommodation to the known physical or mental limitations of otherwise qualified applicants or employees with disabilities or pregnancy-related conditions, unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of its business. Reasonable accommodation refers to the modifications or adjustments to a job application process which enables a qualified individual with a disability or pregnancy-related condition to be considered for the position sought and to modifications or adjustments to the work environment or the manner or circumstances under which a job is performed, which permit an employee to perform their job in a reasonable manner. An accommodation is reasonable if it removes or mitigates the barriers to performance caused by the individual's impairment, and does not cause undue hardship to the employer.

Reasonable accommodation may include, but is not limited to: making facilities more readily accessible to individuals with mobility impairments; acquisition or modification of equipment; job restructuring; modified work schedules; adjustments to work schedule for treatment or recovery; reassignment to an available, vacant position for which the employee is qualified; adjustment of examinations, training materials or policies; providing readers or interpreters or providing high or low assistive technology,

such as voice recognition software. Generally, the provisions of personal items or provisions for personal care needs, such as hearing aids or wheelchairs, are not the responsibility of the employer. Personal attendants, when provided by the employee or applicant, should be permitted to accompany and assist the employee or applicant.

While pregnancy-related conditions are treated as temporary disabilities for purposes of applying existing regulations under the Human Rights Law, pregnancy-related conditions need not meet any definition of disability to trigger an employer's obligation to accommodate under the law. Any medically-advised restrictions or needs related to pregnancy will trigger the need to accommodate, including such things as the need for extra bathroom breaks, or increased water intake.

Discrimination - treating an individual differently or less favorably because of his or her protected characteristics—such as race, color, religion, gender, national origin, sexual orientation or any of the other legally protected bases is prohibited by this Policy.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

5.1 Reasonable accommodation must be considered in all employment decisions. NYPA may not deny any employment opportunity to a qualified employee or applicant with a disability or pregnancy-related conditionswith the intent to avoid the need to make a reasonable accommodation, unless the accommodation would impose an undue hardship. This protects the individual's right to equal job opportunity.

5.2 Requests for reasonable accommodation may be made orally or in writing to the employee's immediate, next level, or a higher level supervisor, the Facility HR Manager or the Director, Civil Rights & Inclusion; however, an oral request must be contained and submitted on the "Request for Reasonable Accommodation" form in Attachment 9.1. The form is available from the Director, Civil Rights & Inclusion and on the Powernet (NYPA Homepage → Work-Life → Civil Rights & Inclusion (formerly Affirmative Action Office).

5.3 NYPA prohibits and will not tolerate any act of discrimination against an employee on the basis of an individual's age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, disability, predisposing genetic characteristics, marital status, prior arrest or conviction, or domestic violence victim status. The prohibition on discrimination extends to all recruitment, hiring, promotion, compensation, training, retention, and disciplinary decisions and practices.

5.4 No intimidation, coercion, or reprisal will be permitted against any individual reporting alleged discrimination or seeking an accommodation. Federal and State laws prohibit retaliation against any individual who requests a reasonable accommodation, or who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful practice.

6 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.

7 REFERENCES

New York State Human Rights Law

Sections 503/504 of the Federal Rehabilitation Act of 1973, as amended

Americans with Disabilities Act (ADA)

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

If this policy does not have any attachments please note N/A

Attachment 9.1: Request a Reasonable Accommodation Form

Changes to attachments necessitate a revision to the document

ATTACHMENT 9.1

NEW YORK POWER AUTHORITY
Sections A through D

Application to Request

Reasonable Accommodation of a Disability or Pregnancy-related Condition

Application for reasonable accommodation may be made to the supervisor, the Facility HR Manager or the Director, Civil Rights & Inclusion, formerly the Affirmative Action Officer (NYPA's Designee for Reasonable Accommodation ("DRA")). If the request is made to the supervisor or the Facility HR Manager, they will forward the request to the DRA. **All confidential information received by NYPA personnel pertaining to your request shall be handled as such.** All medical information is confidential and maintained separately from personnel records.

Section A

(To be completed by employee and returned to supervisor or *DRA*)

Name	Civil Service Title	Job Title (if different)
Office/Unit	Work Location	Telephone Number(s)
E-mail address:	Preferred method of communication:	

I am requesting the following reasonable accommodation(s):
It is necessary for me to have this accommodation for the following reason(s):

1

Employee Signature	Date

The employee should retain a copy of this form. The original is filed by the *DRA*.

Application to Request Reasonable Accommodation of Disability or Pregnancy-related Condition

Section B

Initial Response to Request for an Accommodation
(To be completed by DRA)

Name of Employee:

We have reviewed your application for an accommodation.

☐ Your request has been approved

Comments:

☐ No decision has been made at this time. We will continue to assess your request.
The DRA will contact you within the next two weeks.

Comments:

DRA's Signature Date

DRA's name:

The employee should retain a copy of this form. The original is filed by the DRA.

Application to Request Reasonable Accommodation of Disability or Pregnancy-related Condition

Section C

Notification of Need for Additional Information

(To be completed by the *DRA* and returned to the employee)

Name of Employee:

We are continuing to assess your request. To make a determination, we need the following information:

☐ **Medical Documentation**

Please inform your doctor of your application for an accommodation and have your doctor send us medical documentation, indicating the limitations that your disability would place on your job performance.

☐ A copy of the duties description for your title; or -

☐ A list of the essential functions of your position is attached for the doctor's reference.

Information should be sent by the following date: , _____.

The report should be provided to the DRA at 123 Main Street, Room 1616, White Plains, NY 10601, Attention: Nancy Harvey; (914) 681-6242.

All medical information pertaining to reasonable accommodation must be kept confidential by the Agency.

☐ Other

Explain:

☐ We require no additional information from you at this time.

NYPA's review process will include an evaluation of all relevant information. This may include an interview with you and/or your supervisor. After completion of the review, you will be informed in writing by the DRA regarding NYPA's decision.

We anticipate that the decision will be made by: , _____.
If you have any questions, please call the DRA.

3

Signature of *DRA*	Date

The employee should retain a copy of this form. The Original is filed by the DRA.

Application to Request Reasonable Accommodation of Disability or Pregnancy-related Condition

Section D

Notification of Agency Determination:

(To be completed by the DRA and returned to the employee)

Name of Employee:

Based on the information you provided, NYPA is able to provide you with a reasonable accommodation of your disability or pregnancy-related condition, as follows:

☐ The accommodation is granted as you requested in your application.

☐ The accommodation granted differs from the accommodation you requested, as follows:

Please discuss this with your supervisor. A letter from the DRA confirming this decision will be sent to you within the next week once you accept the accommodation. If you have any questions, please call the DRA. The employee should retain a copy of this form, and return the original with his or her signature to be filed by DRA.

I accept ____/ reject ___ the above reasonable accommodation.	
Employee Signature	Date

-o r-

Based on the information you provided, NYPA is unable to provide you with a reasonable accommodation for

your disability or pregnancy-related condition, as you requested on, (date).

We are denying your request for the following reason(s):

Signature of *[DRA]*	Date

If you have any questions, please call the DRA. The employee should retain a copy of this form. The original will be filed by the DRA.

Remedies relating to Dissatisfaction with Agency's Reasonable Accommodation Determination

A letter from the DRA confirming the decision will be sent to you within the next week after you receive the Notification of Agency Determination. If you are dissatisfied with the determination, you now have several options:

1. You may choose to accept this decision and end the process; or

2. You may choose to file an internal discrimination complaint at this time if you feel that NYPA's determination is unlawful.

3. In addition to the options stated above, other alternatives may also be available. These include, but are not limited to:

- filing a complaint with any compliance agency designated under Sections 503/504 of the Rehabilitation Act of 1973;
- filing a complaint with the New York State Division of Human Rights;
- filing a complaint with the Equal Employment Opportunity Commission or any appropriate federal oversight agency under the American with Disabilities Act; and
- filing a private right of action to challenge the alleged discriminatory act, under the New York State Human Rights Law, or any applicable statute.

You may initiate these alternatives after the first denial by NYPA of your request for an accommodation. Although these time limitations vary, the time for filing a complaint pursuant to all the alternatives begins to run when NYPA first denies your request for an accommodation.

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However, you should consult with the appropriate anti-discrimination agency as to the time limitations for initiating such an action.

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E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	1/6/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	12/11/2019
General Counsel	Driscoll, Justin	12/11/2019
Chief Operation Officer	Kessler, Joseph	12/11/2019
Executive Owner	Pizzo, Kristine	12/11/2019
Content Owner	Harvey, Nancy	10/14/2019

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Title: Reasonable Accommodation of Religious Observances or Practices Policy for Applicants and Employees

Document Type:	Company Policy
Document Number:	CP 1-12
Revision Date:	1/6/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Pizzo, Kristine EVP Chief HR & Administrative Officer
Content Owner:	Harvey, Nancy Dir Office of Civil Rights & Inclusion

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NEW YORK STATE OF OPPORTUNITY. NY Power Authority

Company Policy Title:
Reasonable Accommodation of Religious Observances or Practices Policy for Applicants and Employees

Company Policy Number:
CP 1-12

Page:
2 of 8

Reasonable Accommodation of Religious Observances or Practices Policy for Applicants and Employees

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
1/6/2020	2	Inserted definition of Religious Observance or Practice and replaced Reasonable Accommodation with Reasonable Accommodation of Religious Observance or Practice. Deleted reference to contractors and third parties.	3 6	Nancy Harvey Director, Office of Civil Rights & Inclusion
6/29/2018	1	Conversion to E-Scribe template. Removal of extraneous text from previous version.	N/A	Nancy Harvey Director, Office of Civil Rights & Inclusion

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1 PURPOSE AND SCOPE

The Authority is committed to assuring equal employment opportunity for persons who engage in religious observances or practices. To this end, it is NYPA's policy to provide reasonable accommodation for religious observances or practices. This policy is based on the New York State Human Rights Law, the federal Civil Rights Act of 1964, Title VII, and all applicable Executive Orders and Memoranda. The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, the job application process, examination and testing, hiring, training, disciplinary actions, rates of pay or other compensation, advancement, classification, transfer and reassignment, promotions, and other terms, conditions or privileges of employment.

By providing reasonable accommodations of religious observances or practices,

the Authority, as the employer, can:

a) avoid requiring its employees to forego the observance of Sabbath or holy days, in accordance with the requirements of their religious beliefs;

b) avoid requiring its employees to unnecessarily compromise their observance of particular manners of dress, hairstyle, beard, or other religious practices, in accordance with the requirements of their religious beliefs; and

c) enhance the retention and upward mobility of qualified employees without regard for their religious observances or practices.

2 APPLICABILITY

This Policy shall be adhered to by all employees.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

NYPA or Authority – New York Power Authority

DRA – Designee for Reasonable Accommodation

Religious Observance or Practice – includes Sabbath or holy day observance, and the observance of a particular manner of garb, attire, hairstyle, facial hair, or other religious practice, which is a sincerely held practice of the individual's religion. An employee who, in accordance with his or her religious beliefs, observes a particular manner of garb, attire, hairstyle, facial hair, or other religious practice, should not be unreasonably required to compromise his or her practice in the workplace. NYPA is required by law to make a bona fide effort to accommodate an employee's or prospective employee's sincerely held religious observance or practice.

Reasonable Accommodation of Religious Observance or Practice – means refraining from imposing upon a person as a condition of obtaining or retaining employment, including opportunities for promotion, advancement or transfers, any terms or conditions that would require such person to violate or forego a sincerely held practice of his or her religion, unless,

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after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious observance or practice without undue hardship on the conduct of the employer's business.

Discrimination - treating an individual differently or less favorably because of his or her protected characteristics—such as race, color, religion, gender, national origin, sexual orientation or any of the other legally protected bases prohibited by this Policy.

CRIO – Director, Civil Rights & Inclusion who also serves as NYPA's Affirmative Action Officer and NYPA's DRA

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

5.1. Reasonable accommodation must be considered in all employment decisions. NYPA may not deny any employment opportunity to a qualified employee or applicant who is religiously observant, thus attempting to avoid the need to make a reasonable accommodation, unless the accommodation would impose an undue hardship. This protects the individual's right to equal job opportunity regardless of creed.

5.2. Written requests for accommodation should be made using the "Request for Reasonable Accommodation of Religious Observance or Practice" form in Section 9.1. This form is available on the PowerNet and from the Director, Civil Rights & Inclusion (CRIO). Requests for reasonable accommodations should be made to the CRIO, the employee's immediate, next level, or a higher level supervisor or the Facility HR Manager.

5.3. NYPA prohibits and will not tolerate any act of discrimination against an employee on the basis of an individual's age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, disability, predisposing genetic characteristics, marital status, prior arrest or conviction, or domestic violence victim status. The prohibition on discrimination extends to all recruitment, hiring, promotion, compensation, training, retention, and disciplinary decisions and practices.

5.4. No intimidation, coercion, reprisal or retaliation will be permitted against any individual reporting alleged discrimination or seeking an accommodation. Federal and State laws prohibit retaliation against any individual who requests a reasonable accommodation, or who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful practice.

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6 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.

7 REFERENCES

New York State Human Rights Law

Civil Rights Act of 1964, Title VII

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: Section A - Request for Reasonable Accommodation of Religious Observance or Practice

Changes to attachments necessitate a revision to the document

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NEW YORK POWER AUTHORITY
Sections A Through D
Application to Request
Reasonable Accommodation of Religious Observance or Practice

Application for reasonable accommodation may be made to the supervisor, the HR Facility Manager, the ER Manager or the Director, Civil Rights & Inclusion, formerly the Affirmative Action Officer (NYPA's Designee for Reasonable Accommodation ("DRA")). If the request is made to the supervisor, the HR Facility Manager or the ER Manager, they will forward the request to the DRA.

Section A

(To be completed by employee and returned to supervisor or *DRA*)

Name	Civil Service Title	Job Title (if different)
Office/Unit	Work Location	Telephone Number(s)
E-mail address:	Preferred method of communication:	

I am requesting the following reasonable accommodation(s) of my religious observance or practice:
It is necessary for me to have this accommodation for the following reason(s):

Employee Signature	Date

The employee should retain a copy of this form. The original is filed by the *DRA*.

1

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
President	Quiniones, Gil	1/6/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	12/11/2019
General Counsel	Driscoll, Justin	10/21/2019
Chief Operation Officer	Kessler, Joseph	10/18/2019
Executive Owner	Pizzo, Kristine	10/16/2019
Content Owner	Harvey, Nancy	10/14/2019

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Title: Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination Policy

Document Type:	Company Policy
Document Number:	CP 1-14
Revision Date:	2/26/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Pizzo, Kristine EVP Chief HR & Administrative Officer
Content Owner:	Harvey, Nancy Dir Office of Civil Rights & Inclusion

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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
2/26/2020	3	Inserted “and business partner”	1.2.1	Nancy S. Harvey, Director Office of Civil Rights & Inclusion
		Inserted “and pregnancy-related conditions”	1.3	
		Inserted NYS Policy against discrimination	1.4	
		Deleted extraneous language	2	
		Deleted definitions covered in NYS Policy and inserted new definitions	3	
		Deleted Sections 4.1, 4.2 and 4.3 and identified responsible person	4	
		Inserted old Section 4.1	5.1	
		Inserted old Section 4.2	5.2	
		Replaced Section 5.3 with old Section 5.1	5.3	
		Replaced Section 5.4 with old Section 5.2	5.4	
		Replaced Section 5.5 with old Section 5.4 and inserted reference to EO 187 and GOER	5.5	
		Changed Section # from 5.5 to 5.6	5.6	

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		Changed Section # from 5.6 to 5.7 and inserted language referring to ADID and removed language to Section 5.8 Moved language from Section 5.7 to Section 5.8 Changed Section # from 5.7 to 5.9 and updated language Changed Section # from 5.8 to 5.10 Changed Section # from 5.9 to 5.11 and inserted language regarding business partners Changed Section # from 5.10 to 5.12 Changed Section # from 5.11 to 5.13 Updated references for Handbook for Employees of New York State Agencies Inserted new reference for Reasonable Accommodation Policies Inserted new Section referring to EO 187 Inserted new complaint form from GOER Replaced old complaint form with new complaint form	5.7 5.8 5.9 5.10 5.11 5.12 5.13 7.2 7.3 7.4 9.1	
6/29/2018	2	Converting to e-Scribe format Inserted definition of Director Civil Rights & Inclusion	N/A 3	Nancy S. Harvey, Director Office of Civil

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		Deleted reference to 10 Step Process References to Affirmative Action Officer replaced with Director, Civil Rights & Inclusion Updated the name of the Complaint Form	7.3 & 5.4 5.4, 5.6 & 5.8 9	Rights & Inclusion
	1	Reformatted references Modified the definition of "Retaliation" Included "Chief Ethics & Compliance Officer" as an Authority Official Deletion of extraneous text from prior version	3 & 7.2 3 5.6 6	Nancy S. Harvey, Affirmative Action Officer II
	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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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 and business partners are responsible for assuring that the workplace is free from unlawful harassment and discrimination. The Authority is committed to providing each employee and business partner 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 pregnancy-related conditions and individuals observing

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religious practices. **The Reasonable Accommodation Policies can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 1-11 or 1-12**

1.4 Accordingly, NYPA adheres to New York State's policy against discrimination set forth in its Equal Employment Opportunity In New York State Rights and Responsibilities, A Handbook for Employees of New York State Agencies. **The handbook can be found at https://goer.ny.gov/**.

2 APPLICABILITY

This Policy applies to all applicants, employees and Business Partners.

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.

ADID - GOER, Anti-Discrimination Investigations Department

Director, Civil Rights & Inclusion - also serves as the Affirmative Action Officer.

EEO – Equal Employment Opportunity Act/Program

GOER - NYS Governor's Office of Employee Relations

NYPA or Authority - the New York Power Authority.

4 RESPONSIBILITY

4.1 Responsibility and oversight of this policy resides with the approver unless otherwise noted herein.

5 POLICY IMPLEMENTATION

5.1 All executives, managers and supervisors have ultimate responsibility for overseeing compliance with this Policy in their respective business units, departments and groups 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.

5.2 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.

5.3 NYPA shall conduct mandatory annual training and other programs to inform, educate and train employees about inappropriate workplace behavior and how to avoid such

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conduct.

5.4 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.

5.5 Pursuant to Executive Order 187, all complaints filed by employees, contractors, interns or other persons engaged in employment in NYS agencies must be submitted to GOER. 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.

5.6 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.

5.7 Anyone who perceives protected class employment-related discrimination or retaliation at NYPA should, as soon as possible, complete and return the New York State Employee Discrimination Complaint Form (attached below) to ADID at antidiscrimination@goer.ny.gov. The Authority encourages applicants, employees and business partners to report all perceived incidents of protected class employment-related discrimination, regardless of who the offender may be.

5.8 Incidents of perceived protected class employment-related discrimination may also be reported 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.

5.9 Incidents of perceived protected class discrimination may be reported by calling the Authority's centralized, outsourced, toll free confidential Hotline at **1-877-TEL-NYPA.** Callers may remain anonymous if they choose to do so. This centralized NYPA Employee Concerns Hotline is accessible twenty-four (24) hours a day, seven (7) days a week.

5.10 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.

5.11 All employees and business partners 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

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discipline, up to and including termination. Any business partner who fails to cooperate with an investigation, obstructs an investigation, or obstructs the administration of any remedial action taken as a result of such investigation, shall be subject to termination or severance of the business relationship or contract.

5.12 No person employed by NYPA shall be discharged, disciplined, discriminated against or otherwise subjected to an adverse employment action on the grounds that such person filed a complaint in good faith, testified, provided information, or otherwise assisted any investigation of alleged violations of this Policy.

5.13 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**

7.2 Equal Employment Opportunity In New York State 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 at https://goer.ny.gov/**

7.3 Authority's Reasonable Accommodation Policies (See CP 1-11 and 1-12). **Reasonable Accommodation Policies can be found on the Powernet → Quick Links → Policies & Procedures → Company Policies → 1-11 or 1-12**

7.4 **Executive Order 187. Executive Order 187 can be found on the NYS Governor's Office of Employee Relations Website at https://goer.ny.gov/**

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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: New York State Employee Discrimination Complaint Form.

Changes to attachments necessitate a revision to the document

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NEW YORK STATE OF OPPORTUNITY.

New York State Employee Discrimination Complaint Form

Governor's Office of Employee Relations
Anti Discrimination Investigations Division
Empire State Plaza
Agency Building 2
Albany, New York 12223
antidiscrimination@goer.ny.gov

Instructions: Use this form to file a claim of discrimination based on race, color, national origin, creed/religion, age, disability, military status, arrest/criminal conviction record, marital/familial status, predisposing genetic characteristics, pregnancy and related conditions, domestic violence victim status, gender/sex, sexual harassment, sexual orientation, gender identity, and/or retaliation.

Complete and return this form to the **Governor's Office of Employee Relations, Anti Discrimination Investigations Division**.

Section 1: Complainant Information

Full Name

Preferred Email Address (for complaint related communications)

Agency/Employer | **Title/Business Unit/Facility** | **Work Schedule (days/hours)**

Work Location/Address | **Work Phone #**

Home Address | **Personal Phone #**

Section 2: Supervisory Information

Immediate Supervisor Name | **Title**

Work Location/Address | **Work Phone #**

2nd Level Supervisor Name | **Title**

Work Location/Address | **Work Phone #**

Section 3: Details of Claim

1. Your claim of discrimination is based upon (check all that apply):

- ☐ Race
- ☐ Color
- ☐ National Origin
- ☐ Creed/Religion
- ☐ Age
- ☐ Disability
- ☐ Military Status
- ☐ Arrest/Criminal Conviction Record
- ☐ Marital/Familial Status
- ☐ Predisposing Genetic Characteristics
- ☐ Pregnancy and Related Conditions
- ☐ Domestic Violence Victim Status
- ☐ Gender/Sex
- ☐ Sexual Harassment
- ☐ Sexual Orientation
- ☐ Gender Identity
- ☐ Retaliation (for having engaged in a protected activity)

2. Your claim of discrimination is made against:

Name 1 | **Title**

Agency | **Facility/Work Location** | **Work Phone**

Relationship to you: ☐ Supervisor ☐ Co-worker ☐ Subordinate ☐ Other → Please Specify:

Name 2 | **Title**

Agency | **Facility/Work Location** | **Work Phone**

Relationship to you: ☐ Supervisor ☐ Co-worker ☐ Subordinate ☐ Other → Please Specify:

Continued --->

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.

NEW YORK STATE OF OPPORTUNITY.

New York State Employee Discrimination Complaint Form

Page 2

3. Date(s) discrimination occurred:

Is the discrimination continuing?
☐ Yes ☐ No

4. Please describe the alleged discriminatory conduct and the reasons the conduct is discriminatory. Please include the names of witnesses, if any, and attach supporting documentation, if available. Attach additional pages, if necessary.

5. Have you filed a claim regarding this complaint with a federal, state, or local government agency? ☐ Yes ☐ No

6. Have you instituted a legal suit or court action regarding this complaint? ☐ Yes ☐ No

7. Have you hired an attorney with respect to the allegations in the complaint? ☐ Yes ☐ No

8. This complaint form was completed by:
☐ Complainant
☐ Supervisor/Manager
☐ Affirmative Action Administrator

Signature _____ Date _____

Return the completed form (by email or mail) to the Governor's Office of Employee Relations, Anti Discrimination Investigations Division:

Empire State Plaza
Agency Building 2
Albany, New York 12223
antidiscrimination@goer.ny.gov

12/2018

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E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	2/26/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	2/6/2020
General Counsel	Driscoll, Justin	1/27/2020
Chief Operation Officer	Kessler, Joseph	1/21/2020
Executive Owner	Pizzo, Kristine	1/21/2020
Content Owner	Harvey, Nancy	12/9/2019

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Title: Travel Policy

Document Type:	Company Policy
Document Number:	CP 2-1
Revision Date:	7/6/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Colon, Ruth VP Enterprise Shared Services
Content Owner:	Powell, Yubetzy Manager Travel

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Travel 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
7/6/2020	7	Yearly review. No changes	All 5.1.8 5.2.2	Yubetzy Powell Travel Manager
1/30/2019	6	Converting to the new format; there were 5 prior revisions to this policy. Procedures have been removed from this policy and reside in a separate Travel Procedure document. Added Post Event Report Change Centralized Credit Card to individual employee credit card.	All 5.1.8 5.2.2	Yubetzy Powell Travel Manager

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1 PURPOSE AND SCOPE

This policy establishes guidelines for business travel arrangements and travel expense reimbursements.

2 APPLICABILITY

This policy shall be adhered to by all NYPA employees and members of the Board of Trustees, as well as cost-reimbursable contractors/consultants doing business on behalf of the New York Power Authority.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

CRC – Cost Reimbursable Contractor/Consultant

GSA – U.S. General Services Administration

OGS – New York State Office of General Services

4 RESPONSIBILITY

4.1 The VP of Corporate Support Services has final responsibility for implementation and interpretation of this policy and determines appropriate revisions.

4.2 The Travel Manager is responsible for the maintenance and application of this Policy.

4.3 The Manager authorized to approve an employee's or CRC expense statement is responsible for ensuring that the traveler has complied with the provisions of this policy.

4.4 Travelers are responsible for compliance with this Corporate Policy and also for verification that all travel arrangements are correct.

5 POLICY IMPLEMENTATION

5.1 Travel Management

5.1.1 Employees and CRCs doing business on behalf of the Authority must use the Travel Desk (Power Business Travel) for air, train, hotel and car arrangements in order to be reimbursed for business travel expenses.

5.1.2 Travelers requesting arrangements from the Travel Desk will be forwarded the Travel Profile form by email if a completed profile is not on file. Notification is sent out yearly by email to remind employees to notify the Travel Desk of any updates/changes to their travel information. The Travel Desk will maintain this profile which can be changed at any time by the traveler.

5.1.3 OGS or Authority negotiated discount fares will be considered first for pricing air, train, hotel and car travel requests. Every effort will be made to secure cost-effective arrangements that meet both the traveler's preferences and this policy.

5.1.4 The federal reimbursement rate as referenced in the U.S. General Service Administration (GSA) Domestic Per Diem Rates will be used as a guideline for hotel

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accommodations. The Travel Desk will always attempt to secure the lowest available hotel rates.

5.1.5 The Travel Desk will secure car reservations using the Authority's contracted vendors.

5.1.6 Authority events such as meetings, seminars and training sessions that are held out of the office must be reviewed by the Travel Desk for appropriateness and compliance with NYPA contract terms and conditions regarding rates (cost per person and the total cost of the event as compared to other venues), cancellation policy and standard NYPA requirements.

5.1.7 For out-of-state travel, all NYPA employees shall follow the requirements of NYPA's Out of State Travel Policy (CP 1-13).

5.1.8 Every employee traveling in or out of state for educational purposes (conference, workshop, etc.) is required to develop and submit a detailed post event report and compilation of the following within two weeks of the travel end date and be reviewed and signed by supervisor.

1. Meeting and /or training materials provided at the event
2. Summary of the event
3. Actionable insights/learning to share with other individuals at NYPA
4. Recommended action items and next steps (specifying who will do what by when)

5.1.9 Exceptions or changes to Travel Desk recommended arrangements must be approved by the traveler's Business Unit/Department Head, and submitted to the Travel Desk via email.

5.2 Reimbursement

5.2.1 Policy and procedures for reimbursement of travel expenses are established and implemented by the Accounts Payable Department.

5.2.2 Business air and train travel will be charged by the Travel Desk to the employee's Citibank VISA account. Air/train/car/hotel travel for NYPA business will be expensed by the individual traveler.

5.2.3 The Travel Desk will email an invoice to travelers which will summarize all confirmed travel arrangements and related costs. The invoice must be submitted with expense statements for reimbursement.

5.2.4 Tax exempt forms are to be used to prevent state and local taxes from being added to hotel or car rental bills whenever employees are traveling for Authority business in New York State. New York State taxes will not be reimbursed.

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5.2.5 Expenses incurred for meals will be reimbursed according to the Corporate Accounting Policy (CAP) 1.5, Reimbursement of Employee Meal Costs.

5.2.6 Travelers will not be reimbursed for any travel expenses not in compliance with this policy.

5.3 Corporate Airplane

5.3.1 Use of the corporate airplane is limited to business travel on behalf of NYPA.

5.3.2 The corporate airplane cannot be used solely to transport members of the Board of Trustees.

5.3.3 CRCs performing Authority related work, may utilize the corporate airplane provided that this trip results in no additional cost to the Authority.

5.3.4 The Chairman of the Board of Trustees or the President and Chief Executive Officer may authorize:

1. Non-Authority employees to accompany an Authority employee on the corporate plane for governmental purposes; or
2. Federal, State or Local Government officials to utilize the corporate airplane for government purposes.

5.3.5 All non-NYS employees will be required to sign a written waiver of any claim or liability against the Authority arising out of such use.

5.3.6 The cost of the corporate airplane is not charged back to the employees' budgets, but is budgeted as a corporate resource for all Business Units of the Authority.

5.4 Contractor Travel

5.4.1 CRC/Consultants must make all travel arrangements through the Travel Desk. Travel arrangements made through other travel sources are only reimbursable up to the amount of current Authority negotiated or government rates. Current NYPA contract language requires all CRCs to confirm travel through the Travel Desk. Government contract fares are published on the NYS OGS website and are accessible through the booking tool (Global Distribution System) used by the Travel Desk to confirm air service. NYPA will only reimburse up to the contract fare.

5.4.2 A completed Contractor Travel profile form for each CRC must be on file with the Travel Desk prior to requesting travel services. Travelers requesting arrangements from the Travel Desk will be forwarded the Travel Profile form by email if no completed profile is on file, with a cc to the Project Manager.

5.4.3 The Travel Desk obtains approval by email from the NYPA project manager prior to authorizing air and rail expenses to NYPA. All contract travel expenses must have the

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approval of the CRC's Authority project manager prior to submitting the expense statement to the expense reconciliation process.

5.4.4 Meal reimbursement for overnight travel will be based on the meal allowances outlined in the applicable contract. Meal receipts are not required.

5.5 Policy Exceptions

Any exceptions to this policy must be approved in advance by the President and CEO, or his designee

6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination. Violations of this Policy by CRCs 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 **CAP 1-5, Reimbursement for Employee Meal Costs** ⟶ PowerNet ⟶ Resources ⟶ Content Server ⟶ Business Services – Controller ⟶ Controller – General Accounting & Financial Practices ⟶ Accounting Policies and Procedrues ⟶ Current Accounting P olices and Procedures in PDF

7.2 **New York State Hotel Tax Exempt Form** Powernet ⟶ Quick Links ⟶ Travel Desk ⟶ Travel Forms

7.3 **Contractor Travel Profile** Powernet ⟶ Quick Links ⟶ Travel Desk ⟶ Travel Forms

7.4 **State of New York Tax Exempt AC-945 (car rental)** Powernet ⟶ Quick Links ⟶ Travel Desk ⟶ Travel Forms

7.5 **Citibank Travel Card Application** Powernet ⟶ Department Sites ⟶ Customer Support Services ⟶ Support Services ⟶ Support Services Forms

7.6 **U.S. General Services Administration Per Diem Rates** www.gsa.gov ⟶ Per Diem Rates

7.7 **CP 1-13 Company Policy for Out-of-State Travel** PowerNet ⟶ Quick Links ⟶ Polices & Procedures ⟶ Company Polices

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7.8 **CP 1-1 Company Policy Program Administration** PowerNet ⟶ Quick Links ⟶ Polices & Procedures ⟶ Company Polices

7.9 **Post Event Report**

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

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E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	7/6/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	6/30/2020
General Counsel	Driscoll, Justin	6/23/2020
Chief Operation Officer	Kessler, Joseph	6/22/2020
Executive Owner	Colon, Ruth	6/22/2020
Content Owner	Powell, Yubetzy	6/17/2020

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Title: Travel Procedure

Document Type:	Procedure
Document Number:	Trvl-Pro-01
Revision Date:	4/25/2020
Final Approver:	*Colon, Ruth* VP Enterprise Shared Services
Content Owner:	Powell, Yubetzy Manager Travel

Travel 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
4/25/2020	1	Yearly review. No changes.	N/A	Yubetzy Powell Travel Manager
7/26/2018	0	This is an original issue of this procedure. Much of the content was taken from CP 2-1 Rev.5	N/A	Yubetzy Powell Travel Manager

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1 PURPOSE AND SCOPE

The purpose of this document is to establish travel processes for NYPA employees, cost-reimbursable contractors and consultants. This Procedure is designed to implement the NYPA Travel Policy (CP 2-1).

2 APPLICABILITY

This procedure applies to all NYPA employees, members of the Board of Trustees, cost-reimbursable contractors and consultants required to travel on behalf of NYPA.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

CRC – Cost Reimbursable Contractor
GSA – U. S. General Services Administration
OGS – New York State Office of General Services
CEO - Chief Executive Officer
EVP - Executive Vice President
SVP - Senior Vice President
SSM - Strategic Supply Management

4 RESPONSIBILITY

The Director of Corporate Support Services is responsible for the implementation of this procedure and determines appropriate revisions.

5 PROCEDURE IMPLEMENTATION

5.1 MANAGEMENT CONTROLS

5.1.1 Employees, Cost Reimbursable Contractors (CRCs) and consultants doing business on behalf of NYPA must use the Travel Desk (Power Business Travel) for air, hotel and car rental arrangements in order to be reimbursed for travel expenses.

5.1.2 The Travel Desk will make the most cost-effective arrangements that meet the traveler's needs. Exceptions to Travel Desk recommended arrangements must be approved by the traveler's immediate supervisor or above. The approval email must be received by the Travel Desk before tickets are issued. All approved exceptions will be maintained in Travel Desk files.

5.1.3 Every effort will be made to meet the traveler's needs while taking advantage of New York State contracted or economy/advance purchase airfares, NYS government or corporate/seminar lodging rates and negotiated or discount rates for vehicle rental.

5.1.4 Tax exempt forms for hotels and for car rentals must be provided to the vendor to prevent state and local taxes from being charged when employees are traveling for NYPA business in New York State, as New York taxes will not be reimbursed. These forms can be found at: Powernet ⟶ Quick Links ⟶ Travel Desk ⟶ Travel Forms

CRCs and consultants are not eligible for tax-exempt status

5.1.5 The Travel Desk will make the most cost-effective arrangements for out-of-office meetings, seminars and training sessions, and must be used to book the rooms and facilities required for these types of events.

5.1.6 The Travel Desk will optimize cost savings and minimize trip times by considering use of the company airplane as appropriate.

5.1.7 NYPA allows travelers to participate in and keep the benefits of "frequent flyer" and other mileage/usage related programs. However, required business travel will not be arranged to meet any particular program requirements, unless program pricing is equal to or less than competing alternatives.

5.2 RESPONSIBILITIES

5.2.1 Travelers are responsible for verification that all travel arrangements are correct and comply with the Corporate Travel Policy.

5.2.2. The manager authorized to approve an employee's or CRC/consultant's Expense Statement must ensure that the traveler has complied with the provisions of these procedures.

5.3 REIMBURSEMENT

5.3.1 Policy and procedures for reimbursement of travel expenses are established and implemented by the Accounts Payable Department and can be found at:
Powernet ⟶ Department Sites ⟶ Controller ⟶ Accounts Payable

5.3.2 Business air or train travel will be charged by the Travel Desk to employee’s Citibank VISA account. Therefore, air and/or train travel for NYPA business will be expensed to the individual traveler’s department via the traveler’s cost center.

5.3.3 Travelers will not be reimbursed for travel expenses not in compliance with these procedures unless pre-approved by immediate supervisor or above.

5.4 EXECUTIVE TRAVEL GUIDELINES

5.4.1 The following guidelines address the limitations for Executive Staff traveling together due to the remote potential of a serious accident occurring during travel and the related impact on NYPA leadership.

Exceptions to the following guidelines must be at the discretion of the President/CEO or his/her designee:

a) No more than three (3) members of the Board of Trustees
b) The Chairman and the CEO may not travel together
c) No more than one (1) EVP may travel with the CEO
d) The CEO and no more than 50% of the SVP level

Exceptions to the following guidelines require written notification by the Business Unit Head to the Executive Office:

e) No more than 50% of a Business Unit Head's direct reports
f) No more than 50% from a functional group or department

5.5 TRAVEL ARRANGEMENTS

5.5.1 All employees must fill out the Travel Request Forms when requesting travel arrangements. CRCs and consultants may contact the Travel Desk by email or phone.

a) Email: Travel.Desk@nypa.gov

b) Phone: 914-287-3191

The Travel Desk is staffed Monday through Friday, from 8am to 5pm, except NYPA holidays. Requests received after hours will be handled when the office re-opens. For emergency assistance when the office is closed, travelers may contact the after-hour's service, Agent24, at 1-800-390-6474.

5.5.2 Booking reservations as soon as plans are firm can result in considerable savings to NYPA. Employees, CRCs and consultants should make travel requests as far in advance as possible so that the Travel Desk may obtain the lowest airfares and hotel rates. The travel request should include preferred time and departure airport, location and dates of meetings/accommodations, etc.

5.5.3 Every effort will be made to secure arrangements that meet both the traveler's preferences and the Corporate travel policy. The Travel Desk will notify the traveler if preferred routings, departure times, or hotel accommodations are not available or not the most reasonable alternatives. OGS or NYPA negotiated discount fares will always take precedence.

5.6 AIR TRANSPORTATION

5.6.1 All commercial air travel must be booked on a multi-engine turbine aircraft with a two (2) pilot crew.

5.6.2 The Travel Desk will seek to secure economical airfares. If an OGS negotiated fare is available, that fare will be used as long as it fits the traveler's requirements. Non-refundable fares provide substantial fare savings but may carry up to a 100% charge for changes or cancellations. If a non-refundable fare is also available for the same city-pair,

that roundtrip fare may be used if the savings is more than $200 over the OGS roundtrip fare. Any other exception must be pre-approved by the traveler's supervisor and approval will be stored as historical data in the passenger reservation.

5.6.3 Employees may use a transportation differential of up to $200.00 (roundtrip) to choose between trips originating from the New York City airports, i.e., LaGuardia, JFK and Newark, and from Westchester County Airport or Newburgh/Stewart Airport. For example, if a roundtrip originating from Newburgh/Stewart costs over $200.00 more than the same trip from Newark, then the employee's trip will be booked from Newark unless an approval of the exception is sent by the employee's supervisor.

5.6.4 If a traveler has non-stop flights that exceed seven hours, business class may be booked instead of coach upon the approval of the traveler's Business Unit Head.

5.6.5 Flight arrangements for out of state travel will be confirmed upon completion of the out of state approval process.

5.6.6 Requests for travel on the company airplane are to be submitted by the designated scheduler in the respective Business Unit. A list of designated schedulers can be found on the Powernet at Quick Links ⟶ Travel Desk ⟶ Company Airplane.

5.7 HOTEL RESERVATIONS

5.7.1 The Travel Desk will always attempt to secure the lowest available rates for hotel accommodations. The GSA maximum lodging rate will be used as a guideline. www.gsa.gov ⟶ Travel ⟶ Per Diem Rates

5.7.2 It is the policy of the Travel Desk to book hotels that provide a NYS government rate, unless no such suitable accommodation is available. The Travel Desk will provide the traveler with alternatives within reasonable proximity to the employee's business location. For conferences, reservations will be made in the hotel where the conference is being held, provided that those accommodations are in accordance with this policy. If an employee prefers to stay at a hotel with no government rate when a government rate is available at a nearby hotel, the reimbursement will cover only the amount of the GSA per diem rate. All exceptions will be reported to Accounts Payable by the Travel Desk.

5.7.3. Unless otherwise requested, hotel accommodations for late arrivals will be guaranteed to the traveler's credit card.

5.7.4 When canceling a hotel reservation, the Travel Desk will give the traveler a cancellation code which should be retained in the traveler's files. If the travel cancels directly with the hotel, the caller is to notify the Travel Desk of the cancellation number, the name of the individual who accepted the cancellation, and the date and time of the cancellation. This information is necessary if the hotel mistakenly charges the traveler a no-show expense (usually the cost of one night's lodging).

5.8 CAR RENTALS

5.8.1 The Travel Desk will secure car reservations using NYPA's contract vendors.

5.8.2 The Travel Desk will request the lowest (most fuel-efficient) car class size suitable for the business purposes. When fewer than three employees are traveling together, an

intermediate-sized car or smaller will be booked unless there are compelling business-related reasons that call for a larger vehicle.

5.8.3 Employees travelling for business should use their Corporate Credit Cards for car rental transactions since the credit card is providing collision damage coverage through a separate agreement with NYPA.

5.8.4 Most car rentals booked by the Travel Desk include optional insurance and will be noted on the car contract. Any additional insurance purchased by the traveler will not be reimbursed.

5.8.5 Whenever possible, employees should use fleet vehicles. To request a fleet car, the traveler should follow the instructions on NYPA's intranet page. Information on the use of the fleet vehicles can be found in 'Use of Fleet Motor Pool Vehicles' CP 2.14.

5.8.6 All rental vehicle accidents must be reported as soon as possible to the office of NYPA's Director of Risk Management.

5.9 MEETING/SEMINARS/TRAINING SESSIONS

5.9.1 NYPA procurement guidelines are to be followed in obtaining arrangements for meetings, seminars and/or training sessions. The Business Unit must maintain documentation to support both the vendor selection and the price. Go to Powernet ⟶ Departmental Sites ⟶ Strategic Supply Management.

5.9.2. NYPA events such as meetings, seminars, and training sessions that are held out of the office must be reviewed by the Travel Desk. All hotel accommodations must be booked for these events through the Travel Desk to ensure rate policy compliance. Employees should send written proposals to the Travel Desk in a timely fashion for review and scheduling. Hotel rooms and meeting facilities will be reviewed and booked by Travel Desk personnel. Catering, meeting set-up, etc. are the responsibility of the respective Business Unit.

5.9.3 Upon completion of a cost-comparison of all venues which provide the minimum requirements for the function, a NYPA SSM representative will sign the contract from the vendor. After the event, the requesting business group representative is responsible for all reconciliations.

5.9.4 Outside meeting arrangements generally include cancellation clauses. Please note that any arrangement must include the requesting business group representative's agreement to pay any applicable cancellation fees.

5.10 CANCELLATIONS/CHANGES

The Travel Desk should be advised immediately of any air, hotel or car cancellations or changes. Failure to do so could result in penalties on airfares and no-show charges for hotels and cars. Please note that any avoidable charges incurred will be billed to the business group's appropriate responsibility code/cost element if not properly cancelled.

5.11 CONTRACTOR/CONSULTANT TRAVEL

5.11.1 A complete Contractor Travel Profile form must be on file for each CRC/Consultant prior to requesting travel services from the Travel Desk. The NYPA manager must

provide the purchase order number associated with the CRC/Consultant who will be traveling. The number is then added to the Contractor Travel Profile before it is forwarded to the Travel Desk.

5.11.2 CRC/Consultants must make all travel arrangements through the Travel Desk.

5.11.3 All contractor travel requests must have the contractor's NYPA manager's approval prior to submission to the Travel Desk.

5.11.4 The Travel Desk will send itineraries for travel arrangements via email to the contractor and the appropriate NYPA manager. A copy of a contractor's NYPA travel itinerary must be attached to vendor's invoice.

5.11.5 CRC/consultants will use their personal credit cards for car rental transactions.

5.11.6 NYPA managers will review all contractor travel expense invoices to ensure compliance with this procedure.

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 applicable CRCs and consultants 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 New York State Tax Exempt Forms
7.2 Accounts Payable policies and procedures
7.3 U. S. General Services Administration per diem rates
7.4 NYPA Procurement Guidelines
7.5 Use of Fleet Motor Pool Vehicles, CP 2-14
7.6 NYPA Contractor Travel Checklist

8 PROCEDUREREVIEW 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	Colon, Ruth	4/25/2020
Content Owner	Powell, Yubetzy	4/20/2020

Title: Company Airplane Procedures

Document Type:	Procedure
Document Number:	Trvl-Pro-02
Revision Date:	5/15/2020
Final Approver:	*Colon, Ruth* VP Enterprise Shared Services
Content Owner:	Scriven, Scott Chief Pilot

Company Airplane Procedures

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
5/15/2020	0	Original Issue	N/A	Scott Scriven Chief Pilot

1 Purpose and Scope 3
2 Applicability 3
3 Initialisms (Acronyms) and Definitions 3
4 Responsibility 3
5 Procedure Implementation 3
5.1 General Guidelines 3
5.2 Scheduling Process 4
5.3 Company Plane Schedulers 5
5.4 Executive Travel Guidelines 5
5.5 Non-New York State employees 6
5.6 Operational Cost 6
5.7 Cancellations 6
6 Violations 6
7 References 6
8 ProcedureReview and Expiration 7
9 Attachments 7

1 PURPOSE AND SCOPE

The purpose of this document is to establish guidelines for NYPA employees to obtain travel arrangements utilizing the company airplane.

2 APPLICABILITY

This procedure applies to all NYPA employees, contractors, consultants, and other guesttraveling on behalf of the New York Power Authority.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

ESS – Enterprise Shared Services
EVP - Executive Vice President
NYPA - New York Power Authority
SVP - Senior Vice President

4 RESPONSIBILITY

4.1 The VP of ESS has the final responsibility for interpretation of this procedure and determines appropriate revisions.

4.2 The Chief Pilot is responsible for the maintenance and implementation of these Procedures.

4.3 Travelers are responsible for compliance with these Procedures and for verification that all travel arrangements are correct.

5 PROCEDURE IMPLEMENTATION

5.1 Guidelines

5.1.1 NYPA Flight Operations will reserve the company airplane on a first-come, first-serve basis by personnel traveling on Authority related business.

5.1.2 A cost justification program, developed for NYPA by an aviation consulting group, will be utilized to determine the cost effectiveness of a given trip utilizing the company aircraft. This program compares the employee time savings versus the hourly operational cost of the company aircraft and is maintained by NYPA Flight Operations. A flight will only be conducted after Flight Operations has determined it to be cost-effective.

5.1.2.1 A record of each completed trip evaluation will be kept on file with the NYPA Flight Department.

5.1.2.2 For scheduling and planning purposes only, it is safe to assume a minimum number of four (4) roundtrip passengers will cost justify a given trip.

5.1.3 Requests to travel on the company airplane to destinations outside New York State must be initiated by submitting an out-of-state travel request as outlined in Company Policy 1-13, Out of State Travel.

5.1.3.1 This out-of-state request must include “travel by company plane preferred” and include a description of the business purpose.

5.1.3.2 Once out-of-state approval has been obtained, then a company plane request must be submitted as outlined in 5.2 below.

5.2 Scheduling Process

5.2.1 Requests for use of the company airplane are made through the internet-based NYPA Aircraft Reservation System which is hosted by Professional Flight Management. Select individuals within each Business Unit are granted access to perform and act as Company Plane schedulers on behalf of their Business Unit head. (EVP/SVP).

5.2.2 NYPA employees may view the existing 90-day NYPA plane schedule on the Powernet:

Powernet→Quick Links→Travel Desk→Company Airplane→Aircraft Schedule

5.2.3 Once an employee or group is ready to submit a request, they may ask a designated scheduler within their business group to do so. A list of designated schedulers may be found at:

Powernet→Quick Links→Travel Desk→Company Airplane→Approvers and Schedulers.

5.2.4 Once a request is submitted and received by the Flight Department, it will then be processed on a first come, first serve basis.

5.2.5 An automated email notice will subsequently be sent to the lead passenger and to the relevant scheduler regarding the request status of the given trip.

5.2.6 All changes (passenger names, times, destinations) to the original request are made through the same process.

5.2.7 Trip revisions within 48 business hours of a given trip should be made by contacting plane.travel@nypa.gov and stating the change request. One of the Flight Operations pilots will respond via email, as appropriate.

5.3 Company Plane Schedulers

5.3.1 All designated schedulers for a given business unit require the approval of the respective Business Unit Head, EVP/SVP.

5.3.1.1 Once EVP/SVP written approval is provided to the Chief Pilot on behalf of the applicant, a member of the Flight Department will grant login permissions and provide instructions for accessing the Company Plane Scheduling System.

5.3.2 Company Plane Schedulers submit trip requests from employees within their designated business unit. It is incumbent upon the schedulers to ensure that each request they submit has a legitimate NYPA business purpose and has the approval of their respective EVP/SVP.

5.3.3 A copy of the "Aircraft Schedulers Handbook" can be found as a support document and is available to each scheduler for reference.

5.4 Executive Travel Guidelines

5.4.1 The following guidelines address the limitations for Executive Staff traveling together due to the remote potential of a serious accident occurring during travel and the related impact on NYPA leadership.

5.4.1.1 Exceptions to the following guidelines will be at the discretion of the President/CEO or his/her designee:

a) No more than three (3) members of the Board of Trustees
b) The Chairman and the CEO may not travel together
c) No more than one (1) EVP may travel with the CEO
d) The CEO and no more than 50% of the SVP level

Exceptions to the following guidelines require written notification by the Business Unit Head to the Executive Office:

e) No more than 50% of a Business Unit Head's direct reports
f) No more than 50% from a functional group or department

5.4.2 The company airplane cannot be used solely to transport members of the Board of Trustees. Trustees performing Authority related work, or for government purposes, may travel on the company airplane only on trips which have already been scheduled for other Authority employees and which result in no additional cost to NYPA.

5.5 Non-New York State Employees

5.5.1 All non-NYS employees will be required to sign a written waiver of any claim or liability against NYPA arising out of such use. Completed waiver forms will be kept on file within the Flight Department.

5.6 **Operational Cost**

5.6.1 The operational cost of the company airplane is not charged back to the employees' budgets, but is budgeted as a company resource for all NYPA Business Units.

5.7 **Cancellations**

5.7.1 For purposes of safety, the NYPA pilots will retain the final authority for cancellation decisions for reasons such as mechanical or weather-related concerns. It is incumbent upon each pilot to weigh in favor of safety while also making every attempt to meet the ambitions and needs of NYPA's business travelers.

5.7.2 If the company airplane is unexpectedly unable to fly a scheduled trip, other means of travel may be arranged by the NYPA Travel Desk. If the other means of travel, due to special conditions, is a charter aircraft, then the cost of the charter will, in most cases, be charged back to the appropriate departmental budget(s).

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

Company Policy 1-13, Out-of-State Travel

Powernet→Quick Links→Travel Desk→Company Policy

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

E-Signature Approval History

Role	Name	Approved Date
Final Approver	Colon, Ruth	5/15/2020
Content Owner	Scriven, Scott	5/15/2020

NEW YORK STATE OF OPPORTUNITY | Canal Corporation

Company Policy Title:
Whistleblower

Company Policy Number:
CGP-2018-011

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

GENERAL POLICY	NUMBER: CGP-2018-011 SECTION TITLE: POLICY - PERSONNEL
Manager, Administrative Services — DATE: 3-6-18	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]).

Exhibit T
March 30, 2021

NEW YORK STATE OF OPPORTUNITY. | 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

NY Power Authority

Printed on recycled paper 10/19

Title: Company Policy Program Administration

Document Type:	Company Policy
Document Number:	CP 1-1
Revision Date:	1/6/2021
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Driscoll, Justin EVP & General Counsel
Content Owner:	Reynolds, James Senior Manager Internal Business Control

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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.

Company Policy Program 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
1/6/2021	5	Updated department name to Internal Business Controls Added Retaining & Rescinding Company, Business Unit & Department Policies & Implementing Procedures Deleted definition of Procedure Added Acronym for CPP Added definition for Implementing Procedure Added Company Policy Program Added Business Units & Department Policies Added Implementing Procedures Added section Rescission of Documents	Through out 1 2 5.2 5.4 5.5 5.7	James Reynolds Senior Manager Internal Business Control
1/11/2018	4	Updated to be consistent with the Company Policy Review Team Charter	5.2 & 5.3	Carol Garcia, Director Business Controls & Joseph Gryzlo VP Ethics and Compliance
7/22/2016	3	Updated the meeting schedule of the Company Policy Review team	5	Carol Garcia, Director Business

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				Controls & Joseph Gryzlo VP Ethics and Compliance
10/29/2015	2	Converting to the new template. There was one prior revision to this policy Change “Corporate Policy” to “Company Policy” Modified Company Policy definition Explain role of Company Policy Review Committee Added criteria for determination of Company Policies	N/A All 3 5.1 5.2	Carol Garcia, Director Business Controls & Joseph Gryzlo VP Ethics and Compliance

1 PURPOSE AND SCOPE

The Authority's Company Policy Program (CPP) describes standards and expectations for developing and obtaining approval of Company Policies and implementing Procedures which support the Authority's mission. The CPP consists of the Company Policies supported by various Business Unit and Department Policies and by the Procedures developed to implement the Company, Business Unit, and Department Policies.

This Policy addresses the administration of the CPP, including criteria for developing, reviewing, revising, approving, issuing, controlling, retaining, and rescinding Company, Business Unit and Department Policies and their implementing Procedures.

2 APPLICABILITY

This Policy shall be adhered to by all Authority personnel. Implementing guidelines and procedures may be adopted to ensure management control over the Policy.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Business Unit/Department Policy: A directive from the Business Unit or Department Heads which establishes guidelines and communicates requirements for the achievement of Company Policies and the Business Unit or Department's mission and objectives.

CPP – Company Policy Program

Implementing Procedure: A written process providing step by step actions to accomplish an objective in a manner that provides for internal controls and documentation for implementing a Company, Business Unit or Department Policy.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless noted herein.

5 POLICY IMPLEMENTATION

5.1 Company Policy Review Team

A cross-disciplinary Company Policy Review Team, its purpose and membership described in the Company Policy Review Team Charter (Reference 7.1), will be co-chaired by Internal Business Controls and the Law Department and will meet at least annually, and as otherwise necessary to review Company Policies as they are proposed or revised or rescinded to ensure that they meet the definition, as set forth above in §3 and the criteria set forth below in §5.3.1.

5.2 Company Policy Program

5.2.1 The Executive Vice President and General Counsel oversees the CPP.

5.2.2 Internal Business Controls acts as the CPP Administrator, which includes the following functions:

a. Ensures Company, Business Unit, and Department Policies are prepared in a consistent format;

b. Advises the Executive Vice President and General Counsel regarding the administration of the CPP; and

c. Ensures that a record copy of each policy revision is maintained in accordance with the Authority's Records Retention Program .

5.2.3 All Authority Business Units and Department Heads shall support and provide assistance to implement this Policy and the CPP.

5.3 Company Policies

5.3.1 The creation of a Company Policy requires that three or more of the following criteria be satisfied:

a. Is driven by legal/regulatory requirements, such as laws, rules, regulations, and Executive Orders.

b. Has broad application to or use by most of the Authority.

c. Mitigates a risk or risks to the achievement of the Authority's mission, long-term goals and strategic vision.

d. Is of such a nature that it should be communicated consistently and universally throughout the Authority.

e. Is at the request of the Governor, President & CEO, or Board of Trustees.

f. Encourages consistent behavior of Business Units and Departments in establishing policies or actions that risk conflicting with each other or with existing Company Policies.

g. Establishes or grants authority for a program applicable to the Authority's operations or employees.

5.3.2 If a Company Policy does not meet three of the criteria, it may still become a Company Policy at the request of the President & CEO**.**

5.3.3 The President & CEO issues and approves all new and revised Company Policies and the rescission of obsolete Company Policies.

5.3.4 The responsibilities of Business Units and Departments include:

a. Review Company Policies during the review cycle to determine their responsibilities in the implementation of the policies.

b. Provide for applicable Business Unit/Department policies and implementing procedures as necessary to conduct their operations and meet the requirements of the Company Policies.

c. Develop, revise or comment on specific Company Policies as directed by the President & CEO.

d. Submit comments on new or revised Company Policies to the Company Policy Review team.

e. Resolve and finalize all comments and proposed revisions within e-Scribe with respect to policies originated by their organizations.

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pertaining to NYPA.

5.3.5 Employees may submit requests for new, revision, or recission of obsolete Company Policies in writing to their Business Unit Head or Department Head.

5.4 Business Unit and Department Policies

5.4.1 A Business Unit or Department Policy may be created to support the implementation of a Company Policy pursuant to any of the following:

a. It provides clarity for Business Unit-specific or Department-specific actions to ensure that the requirements of a Company Policy are implemented.

b. Has application to the Business Unit or Department that owns the policy.

c. Has application to Business Units or Departments outside of the Business Unit or Department that owns the policy, but not across the entire Authority (e.g. for regulatory matters that span multiple Business Units and/or Departments).

d. Encourages consistent behavior of applicable Business Units and Departments.

5.4.2 The applicable Business Unit head issues and approves all new and revised Business Unit and Department Policies and the rescission of any obsolete Business Unit and Department Policies.

5.5 Implementing Procedures

5.5.1 An Implementing Procedure may be created to support the implementation of a Company, Business Unit, or Department Policy pursuant to any of the following:

a. It prescribes a step by step process to accomplish an objective in a manner that provides for internal controls and documentation for implementing a Company, Business Unit, or Department Policy.

b. Is used to define the internal controls required to ensure compliance with the policy it is intended to support.

c. Provides a mechanism to capture knowledge required to ensure that the process can be applied by personnel that are responsible for implementing the procedure.

5.5.2 The applicable Department head issues and approves all new and revised implementing Procedures and the rescission of any obsolete implementing Procedures.

5.6 Savings Provision

In the event the Authority's Table of Organization changes, resulting in one or more of the position titles referenced in any Company Policy, Business Unit/Department Policy, or Procedure are no longer applicable, then it is the intent of this Policy that they continue in force and be administered by the then equivalent positions until such time as those policies and procedures are amended or rescinded.

5.7 Rescission of Documents

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Under certain circumstances, existing Company, Business Unit, and Department policies, or their implementing procedures, will need to be rescinded. Policies and procedures may be rescinded due to such circumstances as:

a. Organization realignment that eliminates a business function.

b. Change to business environment negates the need for the process or procedural controls, or fully eliminates applicability of the policy or procedure to the current business environment; or

c. Statutory or regulatory changes eliminate or require a restructuring of the governance for a business function beyond changes that could reasonably be addressed through revisions to the existing governance documents.

Requests to rescind a policy or a procedure are processed according to the Internal Business Controls procedure BCG-PRO-002 (Reference 7.2).

6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination.

7 REFERENCES

7.1 Company Policy Review Team Charter (PowerNet → Records Management System/Content Server → Business Services – Finance – Budgets & Business Controls → Business Controls Policies and procedures → Current Business Controls Policies and Procedures → Company Policy Review Team CHAR-0080)

7.2 Rescinding Of Documents (PowerNet → Resources → Content Server → Business Services → Internal Controls Program Policies & Procedures → Current Internal Controls Program Polices & Procedures (BCG-PRO-002)

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
President	Quiniones, Gil	12/3/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	11/25/2020
General Counsel	Driscoll, Justin	11/12/2020
Chief Operation Officer	Kessler, Joseph	11/12/2020
Executive Owner	Driscoll, Justin	11/12/2020
Content Owner	Reynolds, James	11/12/2020

Amended Approval History

Requestor Name: Memon, Dawn

Comments: Updated sections 5.7 & 7.2 to reflect new document number for Recission of Documents Procdure.

Name	Approved Date
Reynolds, James	1/6/2021

Title: Personal Identifying and Protected Health Information Privacy Policy

Document Type:	Company Policy
Document Number:	CP 1-9
Revision Date:	9/23/2020
President:	*Quiniones, Gil* President & CEO
Executive Owner:	Barsky, Adam EVP & Chief Financial Officer
Content Owner:	Thakur, Sundeep Controller

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Personal Identifying and Protected Health Information Privacy 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
9/23/2020	1	Update policy transfer to e-Scribe template and to include Protected Health Information and responsibilities of Internal Control Officer, Business Controls and Data Governance roles.	Various	Sundeep Thakur Controller

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1 PURPOSE AND SCOPE

This policy addresses the collection, use, storage, disclosure, and disposal of records containing Personal Identifying Information (PII) and Protected Health Information (PHI) collected by the Authority.

2 APPLICABILITY

This policy shall be adhered to by all staff, employees and entities working on behalf of the Authority.

This policy supplements other Authority policies, procedures, and technologies to the extent that it provides additional safeguards to protect the confidentiality of PII and PHI. Where, however, any existing policies, procedures, or technologies are more restrictive than the standard set forth herein, the more restrictive standard shall apply (e.g., confidentiality procedures under the Health Insurance Portability and Accountability Act, notice requirements under the Personal Privacy Protection Law, and disclosure and authorization required under the Fair Credit Reporting Act, Code of Conduct).

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

HIPAA – Health Insurance Portability and Accountability Act

Internal Control Officer – The Controller position holds this title.

Natural Person - a living human being as distinguished from a person (as a corporation) created by operation of law

PII – Personal Identifying Information; full definition in section 5.1.1

PHI – Protected Health Information; full definition in section 5.1.3

Record(s) – Recorded information, regardless of form or characteristics, made or received by the Authority arising out of the transaction of its business and managed as evidence of the organization, functions, policies, decisions, procedures, operations, processes or other activities of the Authority, or because of its informational value.

SSN – Social Security Number

4 RESPONSIBILITY

It is the responsibility of the Internal Control Officer to implement and review various internal control responsibilities, including the identification of internal control weaknesses, actions to correct those weaknesses, monitor corrective actions and periodically assess the adequacy of internal controls. The Internal Control Officer will implement education and training to ensure

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officers and employees achieve adequate awareness and understanding of internal control standards and applicable evaluation methods.

5 POLICY IMPLEMENTATION

The Authority is committed to the responsible collection, use, storage, disclosure, and disposal of records containing PII and PHI collected by the Authority and will only collect, use, store, and disclose PII and PHI to pursue its business operations and in compliance with federal, state, and local reporting and disclosure requirements. This policy applies to information collected by any means, whether electronically, by telephone or on paper.

5.1 Definitions

5.1.1 Personal Identifying Information (PII) is any of the following elements alone or in combination with Personal Information when either the information or the element is not encrypted or is encrypted with an encryption key that is included in the same record as the encrypted information or element:

a) Social Security number (SSN)
b) Driver's License number or Non-driver Identification number
c) Parent's surname prior to marriage
d) Financial services account number or code
e) Savings account, checking account, debit card, credit card or automated teller machine numbers or codes
f) Electronic serial number
g) Employee's home address or telephone number
h) Personal email address
i) Internet Identification name or password
j) Personal identification number (any number or code that can be used alone or in conjunction with any other information to assume the identity of another person or access financial resources or credit of another person)

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5.1.2 Personal Information is any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the person, including and not limited to (1) name, address, email address, phone number, (2) race, nationality, ethnicity, origin, color, religious or political beliefs or associations, (3) age, sex, sexual orientation, marital status, family status, (4) identifying number, code, symbol, (5) finger prints, blood type, inherited characteristics, (6) health care history including information on physical/mental disability, and (7) educational, financial, criminal, employment history.

5.1.3 Protected Health Information (PHI) relates to the past, present, or future physical or mental health or condition of a natural person; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. There are certain identifiers that can be used to identify, contact or locate a person. If health information is used with any of these identifiers it's considered identifiable. Such information includes name, phone numbers, biometric identifiers, medical record numbers, and the full definition is maintained in the HIPAA Privacy Rule.

The Privacy Rule excludes from protected health information employment records that a covered entity maintains in its capacity as an employer and education and certain other records subject to, or defined in, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

5.1.4 Records with Personal Identifying Information, for purposes of this policy, are any item, collection or grouping of personal information about a natural person which is maintained and is retrievable by use of the name or other identifier of the person irrespective of the physical form or technology used to maintain such personal information including, and not limited to, reports, statements, examinations, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, video, letters, films, sound recordings or computer tapes, disks, or files.

5.2 Responsibilities

5.2.1 The **Internal Control Officer** is responsible to implement and review this policy, identify and correct internal control weaknesses, monitor corrective actions, periodically assess the adequacy of internal controls and to educate and train officers and employees on internal control standards.

The Internal Control Officer, or designee, is responsible for keeping the contents of the policy updated to ensure it meets the everchanging business needs.

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5.2.2 The **Business Controls** group, responsible for providing oversight on controls process, will, in conjunction with the Controller and representatives of functional groups, ensure adequate control procedures are maintained to meet the policy requirements.

5.2.3 The **Data Governance Committee** at the Authority will oversee the use, management and integrity of the Authority's data across the entire lifecycle. The committee will enable data ownership across the Authority, establish key policies around data access in accordance with data security needs (ensure information access rights are in compliance with applicable laws and regulations, or with appropriate permissions, and as needed for the Authority's business purposes, and raise the level of data literacy across the Authority.

The committee will define and assign key data roles across the Authority. The key responsibilities for these data roles around PII and PHI data are defined below

- Data Owner – Data Owners will have ultimate accountability over their data assets and are required to ensure that all PII and PHI within their data are managed per the Authority's data policies.
- Data Steward – Data Steward have the responsibility to develop and execute on defined policies and standards around PII and PHI data under the direction of the Data Owner.
- Data Custodian – Data Custodians are responsible for the safe custody, transport, storage of all PII and PHI Data and for giving access to PII and PHI data based on approvals from Data Owners.
- Data Consumer – Data Consumers are anyone in the organization who uses data and have the responsibility to adhere to the Authority's data usage and sharing policies.

5.2.4 **Business Unit Heads**, their direct reports, and staff with supervisory authority are responsible for ensuring compliance with this policy in their respective areas of control.

5.2.5 **Each Department** that collects, uses and/or stores either PII or PHI shall have a procedure documenting the:

a) Specific PII or PHI data that is collected, used or stored.
b) Application that is used to collect, store or access PII and PHI data.
c) Controls governing access to such information (how to monitor access, who can gain access); and
d) Method of disposal of PII and PHI shall follow the procedures outlined in Procedure for the Destruction of NYPA Records (ITP-DW-4.1 section 5.3.2) whether it meets the definition of a record or not.

Such procedure will be in accordance with the requirements outlined in Business Unit Policy CS-POL-DP (Data Protection).

In addition, each functional group will be required to attest, on an annual basis, that the controls around PII and PHI are working as intended (as outlined in their respective desk top procedures).

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5.2.6 **Employees** who work with, or have access to, PII or PHI are expected to maintain the confidentiality of such data and use it exclusively for work-related purposes.

5.3 NYPA PII and PHI Records

All Business Unit and Department Heads are responsible for the evaluations of their data sets to determine if PII and PHI is present and to comply with the requirements of this policy and subsequent procedures.

5.4 Limits on Use and Access of Records

5.4.1 Authority records, whether electronic or in physical form, that contain PII or PHI are confidential and shall be shared only as required by, or as permitted under, any applicable laws and with those who have a legitimate business need to have access to such information.

5.4.2 Physical records containing PII or PHI shall be maintained in secure areas with access limited to those whose job duties require access.

5.4.3 PII and PHI contained within the Authority's Information Technology (IT) environment shall be safeguarded by user passwords, IT policies and security systems. Electronically transmitting PII or PHI outside of the Authority is strictly prohibited unless it is encrypted before it is transmitted. Unauthorized electronic access and/or disclosure, electronic information security breaches, and instances of lost or stolen electronic devices shall be reported immediately in accordance with Section 6 (Violations).

5.5 Limits on Use and Access of Social Security Numbers

5.5.1 Unless required by law, the Authority is prohibited from publicly posting or displaying a person's SSN; visibly printing a SSN on any identification badge or card; placing a SNN in files with unrestricted access; communicating a person's PII to the general public (See NYS Labor Law § 203-d); printing a person's SSN on any card or tag; encoding or embedding a SSN in or on a card or document, including, and not limited to, using a bar code, chip, magnetic strip, or other technology, in place of removing the SSN. (See NYS PPPL § 96-a).

5.6 Disposal of Records

Records may only be destroyed in accordance with NYPA's Records Management Policies and Procedures. Any records that contain PII or PHI are held to higher standards for destruction. These standards are outlined in Procedure for the Destruction of NYPA Records (ITP-DW-4.1 section 5.3.2). Records that contain confidential and/or privileged information, personally identifiable information, and/or protected health information must be destroyed in a manner that completely obliterates their contents and renders the records unreadable and unusable.

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6 VIOLATIONS

Violations of this Policy and related policies and procedures by employees may result in disciplinary action up to and including termination. Violations of this Policy by consultants, 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.

If an employee becomes aware of an actual, potential, or suspected unauthorized access or disclosure of PII/PHI, the employee shall promptly report the incident to either the Office of Ethics and Compliance or through the Employee Concerns Hotline 1-877-TEL-NYPA (1-877-835-6972).

7 REFERENCES

7.1 CP 1-1 Corporate Policy Program Administration - Powernet → Quick Links → Policies and Procedures → Company Policies

7.2 CP 2-11 Records Management – Powernet → Quick Links → Policies and Procedures → Company Policies

7.3 CS-POL-DP Data Protection – Powernet → Quick Links → Policies and Procedures → Information Technology Policies and Procedures → Cyber Security Policies and Procedures

7.4 ITP-DW-4.1 Procedure for the Destruction of NYPA Records – Powernet → Quick Links → Policies and Procedures → Information Technology Policies and Procedures → Digital Warehouse Policies and Procedures

7.5 NYPA's Code of Conduct - Powernet → Law Department →Office of Ethics and Compliance

7.6 U.S. Department of Health & Human Services - https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html

7.7 NYS Personal Privacy Protection Law § 91 *et.seq.- https://www.dos.ny.gov/coog/pppl.html*

7.8 Fair Credit Reporting Act - https://www.eeoc.gov/eeoc/publications/background_checks_employers.cfm

7.9 NYS Labor Law § 203-d – https://www.nysenate.gov/legislation/laws/LAB/203-D

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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

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E-Signature Approval History

Role	Name	Approved Date
President	Quiniones, Gil	9/23/2020
EVP Chief HR and Administrative Officer	Pizzo, Kristine	9/8/2020
General Counsel	Driscoll, Justin	9/1/2020
Chief Operation Officer	Kessler, Joseph	8/27/2020
Executive Owner	Barsky, Adam	8/27/2020
Content Owner	Thakur, Sundeep	8/7/2020

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Title: Management Time Away from Work

Document Type:	Employee Policy
Document Number:	EP 3.12
Revision Date:	11/25/2020
Final Approver:	*Pizzo, Kristine* EVP Chief HR & Administrative Officer
Executive Owner:	Coyne, Kristen (Lennihan) Director Total Rewards
Content Owner:	Verdesi, Brenda Manager Benefits

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Management Time Away from Work

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
11/25/2020	2	• Removed references to Collective Bargaining Unit employees throughout policy. • Clarify vacation carryover • Change in NYS voting regulations	2.2 5.2.3 5.5 5.6 5.11 5.16 5.17 5.18 5.20 5.21 5.1.6 5.21	Brenda Verdesi, Manager, Benefits
9/3/2020	1	• Eliminated five policies and incorporated into this new policy: ○ 3.2 Vacation ○ 3.4 Leaves of Absence ○ 3.9 Sick Leave Policy ○ 3.10 Management Salary Continuation ○ 3.11 Management Vacation Donation Program • Waiting period for salary continuation begins on the eighth (versus sixth work day) consecutive calendar day • Employees eligible for Parental Leave benefits after six months of employment (shortened from 12), consistent with PFL • Two NYPA employees who are caregivers for the same child; each one is eligible for the 11 weeks of Parental Leave benefit • New hires eligible for salary	All	Brenda Verdesi, Manager, Benefits

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		continuation after one month of employment (shortened from one year)
		• Employees can use up to two days off for any type of volunteer work as individual or group activity. Simplified criteria for taking days.
		• Military benefits documented and enhanced from 30-day policy to provide a three-tiered approach for time away for active duty or training; two days travel time; and a paid day for mandated annual military physicals.
		• Incorporated additional legally required policies:
		  ○ Domestic Violence
		  ○ Cancer Screening
		  ○ Lactation Time & Space
		  ○ Organ & Bone Marrow Donation
		  ○ Election Voting		

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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

This policy provides the requirements for a New York Power Authority (NYPA) Management employee to take time away from work under one of the following programs:

- vacation
- vacation donation program
- sick
- sick leave usage
- New York State Paid Family Leave
- Family and Medical Leave Act (FMLA)
- salary continuation
- parental leave
- long term disability
- workers' compensation
- floating holiday
- leave of absence
- bereavement time for death in the family
- jury duty
- military leave
- unpaid personal leave
- domestic violence
- cancer screening
- lactation time and space
- paid volunteer time
- organ and bone marrow donation
- election voting

2 APPLICABILITY

2.1 This Policy applies to full and part time Permanent and Provisional Management NYPA employees (as defined in EP: 3.1). Unless specified below, Temporary Employees (as defined in EP: 3.1) are not eligible for such paid leave.

2.2 This policy does not apply to Collective Bargaining Unit (or represented) employees.

2.3 Contingent Workers are not eligible for or entitled to participate in or receive benefits under any benefit plan, policy, or practice offered by NYPA, its parents, affiliates, subsidiaries, or successors.

2.4 Time away taken under this policy may run concurrently with the NYS Paid Family Leave or FMLA leave, if applicable. For Information on Family and Medical Leave, see. See EP 3.3.

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3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Accrual – The number of sick or vacation days an employee has earned during the calendar year but has not taken.

Committee – Group of representatives from HR, Benefits, Legal, Ethics, Employee Relations, and local HR representative.

Contingent Worker - Workers whose compensation is paid directly by a third party and who are not paid directly through the NYPA payroll system.

Credits – The number of vacation days added to an employee's vacation balance on January 1 of each calendar year, or employment date for new employees.

Critical Personal Situation – A personal crisis of a severe nature that directly impacts the employee. This may be a critical or catastrophic illness or injury of the employee (non-work related) or an immediate family member (spouse, domestic partner, child, parent or other relationship in which the employee is legal guardian or sole caretaker) that poses a threat to life and/or requires inpatient or hospice health care. A critical personal situation may also include a natural disaster impacting the employee's primary residence, such as a fire or severe storm.

Employee(s) – Permanent and Provisional Management employees

EML - Employee Medical Leave – An employee's qualifying "serious health condition" that makes an employee unable to perform the functions of their position and is eligible for EML. EML may be work related or non-work related.

FMLA- Family and Medical Leave Act

Immediate Family - An employee's spouse, mother, father, stepmother, stepfather, brother, brother's spouse, sister, sister's spouse, child, child's spouse, stepchild, grandparents, grandchildren; or an employee's spouse's mother, father, brother, sister, children, or grandparents. For these purposes' "spouse" will include domestic partners.

Management – Non-Collective Bargaining Unit/represented employees

Parental Leave – Time away from work for the birth of a child and to bond with the newborn child within one year of birth. Also provides time away from work in connection with the birth, to bond with, travel for and placement of a child for adoption or foster care within one year of initial placement in the home, or adoption, whichever comes first.

PVT - Paid Volunteer Time

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Reasonable Accommodation - Assistance or changes to a position or workplace that will enable an employee to perform job duties despite having a disability or pregnancy-related condition or having to engage in a religious practice or observance.

4 RESPONSIBILITY

Responsibility and oversight of this policy resides with the approver unless otherwise noted here in.

5 POLICY IMPLEMENTATION

The following are time away from work benefits that NYPA offers to eligible employees. An employee who needs any of the following time away from work must notify and obtain the approval of their supervisor as soon as possible. The employee's time, indicating the reason for the absence, must be entered in the Payroll time entry system and the appropriate documentation must be submitted to the employee's supervisor. NYPA will provide these and other types of time away from work in compliance with New York State and/or Federal Laws and regulations. Employees can request a reasonable accommodation by contacting the Office of Civil Rights and Inclusion. Reasonable accommodations will be considered according to CP 1-11.

5.1 Vacation

5.1.1 Permanent Full-time Management employees receive vacation days as follows:

a) Employees are credited with 20 vacation days on January 1 of each year.

b) In an employee's first year of NYPA employment, vacation days are credited on a pro-rated basis (rounded up to the nearest half day), based on the employee's date of employment (1/12th of 20 vacation days, or 1 2/3 days for each month of service). For example, if employment began in April, the employee receives 15 vacation days for the year. If employment began in December, the employee receives two vacation days.

c) Employees who have 11 or more years of eligible NYPA service will be credited with an additional ½ vacation day on January 1 immediately after they attain 11 years of eligible service. (See EP 1.9, for transferred time eligibility criteria.) For each succeeding year of service, another ½ day will be credited on the following January 1st of each year until a maximum of 25 days per year is credited upon the January 1st after reaching 20 years of service.

d) If you are on FMLA, Salary Continuation, Paid Family Leave, Parental Leave, Military Leave or any paid leave of absence, you are credited with vacation on January 1;

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anything beyond that (i.e.: unpaid personal leave, medical leave extending beyond 12 weeks of FMLA, long term disability) would receive pro-rated time upon return.

5.1.2 Permanent Part-time Management employees are credited vacation days on a pro-rated basis contingent on the assigned number of hours worked per week. If part-time employees become full time during the year, their vacation days for the year will be adjusted on a pro-rated basis.

5.1.3 Provisional Management employees, employed on January 1, are credited with 10 vacation days per year for their first two full years of employment, and 15 vacation days in their third year. In the first calendar year of provisional employment, vacation will be pro-rated for each month of service.

5.1.4 Employees may use approved vacation days in full or half day increments.

5.1.5 Once an employee has submitted a voluntary resignation or retirement, vacation usage is subject to supervisory approval. To be eligible for unused accrued vacation payout, an employee must be physically at work on their last day of employment.

5.1.6 Up to 40 vacation days may be carried over from one year to the next. In the event of an employee's death, payment for accrued and unused vacation days will be paid in coordination with Section 5.3.6.

5.2 Vacation Donation Program

5.2.1 NYPA recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick/vacation time. To help these Employees, the Vacation Donation Program allows staff to donate vacation time to be held in a bank for staff to use when on leave for a Critical Personal Situation.

5.2.2 The Vacation Donation Bank (referred to as "the Bank") is a general bank of days that has been voluntarily donated by eligible NYPA employees from their unused vacation balances. As time donated from employees will differ in value, the allocation and distribution of this leave will be calculated based on value and not time.

5.2.3 The Bank is for use by active eligible Management employees.

5.2.4 Under IRS regulations donations are taxable compensation based on the donor's rate of pay at the time of donation and will be treated as W-2 wages for the donee. Payments received by an employee from the Bank are valued at the salary at the time of request and treated as W-2 wages for all income and employment tax withholding purposes.

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5.2.5 Criteria for Donating Leave

All eligible employees who choose to donate vacation must have a minimum of one year of service and must meet the guidelines outlined below. Only employees who have donated unused vacation balances can apply to participate in the plan as a recipient.
a) Donors must have a minimum of five days remaining in their vacation bank after donating vacation day(s).
b) Employees must donate at least one day each calendar year to remain active in the plan year, which is the following calendar year. There is no maximum as to how many days one can donate.
c) Employees cannot borrow against future vacation time to donate.
d) All donations must be in full day increments only.
e) Part-time employees may donate their full-day equivalent, and their participation in the plan will be calculated on a pro-rated basis.
f) Employees on 12-hour shift schedules will donate in 8-hour day equivalents. Their participation in the plan will be based on an 8-hour workday, 5-day work week.
g) Employees on a leave of absence during the donation period may not donate their time.
h) All donations are irrevocable.
i) Donors will remain anonymous.

5.2.6 Eligibility for Receiving Donations

All eligible employees with one year of service with NYPA are eligible to make a request. Guidelines are as follows:
a) Employees who would like to make a request to receive donated leave must have circumstances that qualify as a Critical Personal Situation.
b) All requests must be made on the Critical Personal Situation Request Form.
c) Employees making the request must have depleted all sources of paid time off, including sick time, vacation time, floating holidays, New York State Paid Family Leave, parental leave, and salary continuation, if applicable.
d) Employees will not be granted leave from the donation Bank instead of, or as a supplement to, long-term disability benefits.
e) Full-time employees who are eligible to receive donated leave may receive up to four weeks in a 12-month period calculated as the 12-month period measured forward from the first day of the Vacation Donation usage. Time can be taken consecutively or intermittently in full days. Part-timers may receive up to 4 weeks at a pro-rated amount.
f) All time allocated from the donation Bank will be converted and distributed based on dollar value of the recipients' rate of pay at the time of request, not by donated hours.
g) Illnesses and/or injuries may not be job related.
h) Illnesses and/or injuries must be supported by acceptable medical documentation as determined by the review committee. By signing the application for this paid leave, employees are agreeing that their personal information may be shared with the Committee making decisions on this request. Every effort will be made to maintain confidentiality.

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5.3 Sick

5.3.1 Sick time is provided to address the below scenarios and is not to be substituted for any other types of absences:

a) an employee's illnesses or injuries
b) an employee's trips to a health care provider (including reasonable travel and actual visit time)
c) a family member's illness or injury. A family member is a child, spouse, parent (not parent-in-law), or domestic partner.
d) Family Medical Leave, as specified in EP 3.3, and the first 5 business days of absence under Parental Leave.
e) New York State Paid Family Leave, if employee elects to use accrued sick leave while on PFL.

5.3.2 Full-time Management employees accrue sick time as follows:

a) 3.46 hours per pay period if on a 37.5-hour work week

b) 3.69 hours per pay period if on a 40-hour work week

5.3.3 Part-time Management NYPA employees (working 20 or more hours per week, but less than full-time weekly work hours) and Provisional employees that work less than full-time (working at least 30 hours or more per week) accrue sick leave on a prorated basis based on the number of hours the employee is scheduled to work.

5.3.4 There is no maximum on the amount of sick leave Credits that may be carried over from one year to another.

5.3.5 If, for an entire pay period, an employee is on a personal leave of absence without pay, medical leave extending beyond 12 weeks of FMLA (see EP 3.3), or long term disability (LTD), they will not accrue sick leave Credits until they return to work.

5.3.6 In the event of death, payment for accrued and unused sick leave will be paid first to the beneficiary as named in the employee's group life insurance policy as permissible under the NYS Surrogates Court Procedure Act § 1310 ("SCPA") with the remainder (if any) paid to the estate of the decedent. If no allocation is permissible under the SCPA, the entire amount of unused vacation sick leave will be paid to the estate of the decedent.

5.3.7 Sick leave will be paid out to employees who qualify as a NYPA retiree (see EP 3.1). Details on payout options at retirement are available in the Retiree Benefits Guide on nypa.gov/benefits.

5.4 Floating Holiday

NYPA provides floating holidays as paid days off from work in lieu of certain regular holidays (See NYPA Holiday Schedule on nypa.gov/benefits). Employees actively at work, on FMLA, Paid Family Leave, Parental Leave, or any paid leave of absence are credited with one floating holiday on the first day of each quarter, not to exceed four in a

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calendar year. Floating holidays do not roll over to following year and are not paid out.

5.5 New York State Paid Family Leave (PFL)

NYPA provides Employees with paid time off for employees who may need time to bond with a new child, care for a sick family member, or assist loved ones when a family member is called to active military service abroad as defined in the New York State's Paid Family leave law. For further information, contact your local HR Representative or HR Services, who will calculate your eligible paid time based on any other time away from work policies, which may run concurrently with PFL

5.6 Family Medical Leave Act (FMLA)

NYPA provides Employees with job protection under FMLA, which requires larger employers to provide employees up to 12 weeks of unpaid job protected leave for a serious health condition for yourself or a family member. Such qualified medical and family reasons may include adoption, pregnancy, foster care placement, family or personal Illness, or military leave. (see E.P. 3.3).

5.7 Management Salary Continuation

Salary continuation is available during an approved Employee Medical Leave (EML) and runs concurrently with FMLA, when applicable. If the EML is intermittent, then intermittent FMLA runs concurrently. Benefits begin on the eighth consecutive calendar day of an employee's disability or after their sick leave is exhausted, whichever is later, and cannot exceed 11 weeks in a 12-month period.

a) Employees, who have worked for NYPA for at least 1 month, are eligible to receive salary continuation at 50% of the employee's base pay per day during the covered leave period.
b) Employees have the option of using vacation time and/or floating holidays instead of salary continuation.
c) For Part-time or Provisional Management employees that are less than Full-Time, Salary Continuation will be paid on a prorated basis based on their weekly work schedule.

5.8 Parental Leave

Parental Leave is available to Employees and runs concurrently with FMLA and PFL, when applicable. Employees who have worked for NYPA at least 6 months are eligible for 100% of the employee's base pay per day during the covered leave period.

Benefits begin on the eighth consecutive calendar day of leave. Employees have the option of using sick, vacation time and/or floating holidays for the waiting period.

If two NYPA Management employees are the caretakers for the same child, both are eligible to take Parental Leave. Both employees may take leave consecutively or

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intermittently, and simultaneously. However, time off approval will be consistent with business necessity and will not be unreasonably denied.

For Part-time or Provisional Management employees that are less than Full-Time, Parental Leave will be paid on a prorated basis based on their weekly work schedule.

5.9 Performance Assessments while on a Leave of Absence

Annual performance assessments should be based on performance in the previous assessment year, regardless of the length of time the employee was on an approved paid leave. Merit increases will be paid retroactively upon an employee's return to work.

Other increases while on leave will be determined on a case by case basis.

In neither situation will the amount of the increase be affected by the leave.

5.10 Long Term Disability (LTD)

Employees may be eligible for benefit payments under the Long-Term Disability Plan they elected once they have been on leave for three consecutive months for their own illness or injury, and after they have exhausted all of their accrued sick time. Provisional employees are not eligible for LTD. Information is provided in the LTD booklet available from HR Services.

5.11 Workers Compensation

Employees are provided with Workers' Compensation insurance which provide medical and wage benefits to employees that are injured or become ill at work.

5.12 Bereavement Time for Death in The Family

5.12.1 NYPA provides eligible Employees three days of paid time off at the employee's base salary rate, when there is a death in an employee's Immediate Family as defined in Section 3. Bereavement days can be used consecutively or intermittently.

5.12.2 Employees should use vacation or a floating holiday when the deceased is someone other than immediate family, or if more than the three days provided for in this policy are needed.

5.13 Jury Duty

5.13.1 NYPA provides eligible Employees paid time off that is needed to fulfill jury duty service. All classifications of Temporary Management employees are entitled to a leave of absence due to jury duty as required by law.

5.13.2 Employees are paid for all days served on jury duty at their base salary in effect upon commencement of leave.

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5.14 Military

5.14.1 If an eligible Employee is a member of the National Guard or the reserve personnel of the federal uniformed services, they will be allowed a certain number of days off as outlined below, for military service. Days are defined as scheduled workdays.

a) Full base pay for 30 workdays per calendar year regardless of type of leave (training, drills, active duty, etc.)

b) "Differential pay" for an additional 60 workdays for long-term deployment (greater than 30 workdays), regardless of where deployed and regardless of "act of war" determination. Differential pay is the difference between what the employee would normally be paid at NYPA minus pay they are receiving from the military. The employee essentially receives their full NYPA base pay between NYPA and military pay.

c) Differential pay for an additional 90 workdays for long-term deployment outside the U.S., regardless of "act of war" determination

Workday 1-30	**Workday 31 – 90**	**Workday 91 - 180**
Full NYPA base pay	Differential pay between NYPA pay and military pay	Differential pay if on active duty outside U.S.

5.14.2 Documentation of appropriate military orders must be provided prior to the commencement of the leave with as much advance notice as possible. Provide a copy to your local HR Representative.

5.14.3 Upon return from leave, the Payroll Department must receive a copy of the appropriate military orders.

5.14.4 Authorized military leave is paid at an employee's base salary.

a) Employee will receive vacation Accruals while on military leave

b) If a holiday falls during the paid military leave, the employee will be paid for the holiday. The holiday will not be counted toward the 30, 60, or 90 workdays.

Additional military benefits:

a) NYPA will fully subsidize COBRA for dependents not covered under military health plans (i.e., children over 21 up to age 26) while deployed for up to the three-year COBRA eligibility period

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b) Veterans will receive one paid day off each calendar year for a mandated VA military physical, if required, while actively at work.
c) Reservists will receive two paid days per calendar year for travel to military training, drills, etc.

5.15 Unpaid Personal Leave

5.15.1 Before an Employee is placed on an unpaid personal leave, they must exhaust all accumulated vacation and floating holiday leave time. Accumulated sick leave Credits may not be used for personal leave purposes.

5.15.2 Unpaid leaves of absence, to pursue personal interests, will be considered on an individual basis as long as the absence will not adversely affect the department's work goals and needs.

5.15.3 Job security while on an unpaid personal leave will be considered by the respective department in consultation with the Heads of the Business Unit and Human Resources or its designee. Such approvals will be consistent with business necessity and will not be unreasonably denied.

5.15.4 The employee is responsible to pay the benefit contributions during an unpaid personal leave. Arrangements can be made to make up all missed contributions on a post-tax basis upon return to work.

5.15.5 Long-term disability insurance coverage will cease at the commencement of an approved unpaid leave but will resume upon the employee's return from leave. New York State Retirement System participation will continue but the employee will not earn service credit during the unpaid period of the leave. Service Credit will resume upon an employee's return from leave.

5.15.6 If an employee is on an unpaid personal leave on January 1, they will receive sick and vacation time credits on a pro-rated basis upon their return to work. If an employee receives sick and vacation Credits on January 1 and commences an unpaid leave after that date, they keep the sick and vacation time Credited on January 1.

5.15.7 When an employee is on an unpaid personal leave they will not receive holiday pay if a holiday occurs during the leave.

5.15.8 Before an employee's return from an approved unpaid personal leave, the supervisor must notify their local HR Representative, so that the necessary payroll and benefits transactions can be initiated to return the employee to active status. The employee cannot return to work at their discretion.

5.15.9 Employees can request a reasonable accommodation by contacting the Office of Civil Rights and Inclusion. Reasonable accommodations will be considered according to CP 1-11.

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5.16 Domestic Violence

NYPA will provide Employees a reasonable accommodation to victims of domestic violence per New York State Law. Employees can request reasonable time off for the following reasons:

a) Seek medical attention for injuries caused by domestic violence
b) Obtain services from a domestic violence shelter, program, or rape crisis center
c) Obtain psychological counseling related to an incident of domestic violence
d) Participate in safety planning or to take other actions to increase safety from future incidents of domestic violence
e) Obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.

For any type of reasonable accommodation, contact the Office of Civil Rights & Inclusion. Employee Relations and local HR representatives can provide support to employees who have concerns related to Domestic Violence.

5.17 Cancer Screening

5.17.1 Employees are eligible for up to four hours on a calendar year basis, to undertake a screening for cancer, per New York State law.

5.17.2 Employees are entitled to this time away from work for cancer screening scheduled during their regular work hours. If an employee undergoes cancer screenings outside their regular work hours, they do so on their own time.

5.18 Lactation Time and Location

5.18 NYPA will provides Employees a reasonable paid break time or mealtime each day to allow an employee to express milk for nursing a child for up to three years following the birth of the child. NYPA shall also make reasonable efforts to provide a room or location, near the work area, where the employee can express milk in privacy. If you need this accommodation, contact your local HR representative.

5.19 Paid Volunteer Time (PVT)

5.19.1 NYPA will provide up to two days of Paid Volunteer Time (PVT) annually to permanent full-time, active duty Employees to volunteer with approved, eligible charitable and not-for-profit entities having Federal tax-exempt or tax-deductible status.

5.19.2 The days may be used for an individual or team volunteer project.

5.19.3 Employees may request to use PVT in full-days or half-days. PVT hours must be used

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during normal business hours. PVT will be paid at an employee's normal rate of pay and is not subject to overtime rates or any other expenses that are associated with such leave. Unused PVT may not be carried over to the next calendar year.

5.19.4 Employees requesting PVT must obtain advance supervisor and Human Resources approval on the PVT Request Form. Additional approval of the Ethics and Compliance Office is required where conflicts of interest or other ethics issues may exist.

Volunteering that is part of a NYPA Team Building activity or Employee Resource Groups, will not count towards your PVT days.

NYPA cannot approve requests for certain activities/projects, including, but not limited to, those which:

a) pose a potential conflict of interest for NYPA or are not aligned with the Code of Conduct
b) pose safety or security risks to employees (e.g. clean-up work at a disaster site)
c) benefit charities or fundraisers with the sole purpose of providing support to a named individual or a named family
d) influence legislation, lobbying activities or involve appointed or elected officials, political parties or political initiatives
e) involve religious programs of churches, temples, mosques, or other sectarian organizations.

5.20 Organ/Bone Marrow Donation

5.20.1 NYPA will provide leave with pay for Employees who are either bone marrow donors or organ donors per New York State Law. Employees can take up to seven days paid leave to undergo a medical procedure to donate bone marrow and up to thirty days paid leave to serve as an organ donor.

5.20.2 The provisions of this section do not affect an employee's rights with respect to any other employee benefit otherwise provided by law.

5.21 Election Voting

5.21.1 Per New York State Law, all registered voters are eligible for up to two hours of paid time off to vote if they do not have "sufficient time to vote" (i.e. four consecutive hours to vote before or after their work schedule) , to enable them to vote in any public election. Public election includes federal, state or local elections or primaries. See New York State Voting Leave Rights for details.

https://www.elections.ny.gov/NYSBOE/elections/TimeOffToVoteFAQ.pdf

5.21.2 Employees must be registered to vote and must provide their manager at least two days advance notice of the need for the time off. Managers may designate whether this time must be taken at the beginning or end of the shift.

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6 VIOLATIONS

N/A

7 REFERENCES

7.1 Family & Medical Leave Act (EP 3.3) PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

7.2 Management Employee Categories and Eligibility for Benefits (EP 3.1) PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

7.3 Flexibility Plan Overview of Employee Handbook PowerNet → Work-Life → Benefits

7.4 New York State Law

7.5 Human Rights Law

7.6 New York State Paid Family Leave Law

7.7 CP 1.1 PowerNet → Quick Links → Policies & Procedures → Company Policies and Procedures

7.8 EP 1.9 PowerNet → Quick Links → Policies & Procedures → Employee Policies and Procedures

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

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	11/25/2020
Executive Owner	Coyne, Kristen (Lennihan)	11/23/2020
Content Owner	Verdesi, Brenda	11/23/2020

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Memorandum

Date: **March 30, 2021**

To: **THE AUTHORITY TRUSTEES & CANAL CORPORATION BOARD OF DIRECTORS**

From: **DENNIS G. TRAINOR, GOVERNANCE COMMITTEE CHAIR**

Subject: **2020 Annual NYPA and Canal Board Evaluation Pursuant to Sections 2800 and 2824 of the Public Authorities Law and Guidance of the Authorities Budget Office**

SUMMARY

The Trustees and the Canal Corporation's Board of Directors are requested to approve the annual Board evaluation summary for 2020 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 2020 Board evaluation at its meeting of March 30, 2021, and voted to recommend that Trustees and Canal Corporation Board approve the summary of the 2020 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 2020 Board evaluation summary (Exhibit “A”) and authorize its submittal as discussed herein.

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

Dennis G. Trainor
Governance Committee Chair

R E S O L U T I O N

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 Budge 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 Budge Office, the 2020 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 2020 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.

Exhibit A
March 30, 2021

2020 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			
b. Canal Corporation.	6			
2. The policies, practices and decisions of the Board are always consistent with the mission and purpose of:				
a. the Authority.	6			
b. Canal Corporation.	6			
3. Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	6			
4. The Board adopts and reviews annually policies, by-laws, and practices for the effective governance, management and operations of:				
a. the Authority.	5	1		
b. Canal Corporation.	5	1		
5. The Board sets clear and measurable performance goals that contribute to accomplishing its mission for the Authority:				
a. the Authority.	6			
b. Canal Corporation.	6			
6. The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.	6			
7. Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.	6			
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			
b. Canal Corporation.	6			
10. The Board knows the statutory obligations and compliance status with laws applicable to:				
a. the Authority.	6			
b. Canal Corporation.	6			
11. Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	6			
12. Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.	6			
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			
14. The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.	6			
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			
b. Canal Corporation	6			
16. Board members demonstrate leadership and vision and work respectfully with each other.	6			

Date Completed: _____2/25/21_____

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Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES AND BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **2021-25 Sustainability Plan and 2020 Report**

SUMMARY

The New York Power Authority's ("NYPA") Board of Trustees and the Canal Corporation's Board of Directors ("Board") are requested to approve the Authority's 2021-2025 Sustainability Plan (the "Plan") and 2020 Sustainability Report (the "Report"), which are attached as Exhibits "A" and "B," respectively.

The Governance Committee, at its March 30, 2021 meeting, adopted a resolution recommending that the Trustees and Board approve the aforementioned Plan and Report.

BACKGROUND

VISION2030, NYPA's ten-year strategic plan approved in December 2020, identifies ESG (Environmental, Social, Governance) as one of five foundational pillars. The Authority's ESG ambition is to deliver on a best-in-class sustainability strategy to meet the present and future needs of its stakeholders and ensure long-term environmental, social, governance and economic performance. ESG is viewed as an enterprise-wide effort that is critical to accomplishing the Authority's mission.

The Sustainability Plan and Sustainability Report are core elements of the ESG foundational pillar. The Plan has been developed as a roadmap to achieving the Authority's ESG ambition, and the Report is a first step in charting the Authority's progress and communicating its commitment to ESG transparency and accountability.

In 2020, the Authority conducted a comprehensive assessment to identify NYPA's material ESG issues. The process included the identification, definition, and prioritization of 15 material ESG topics that are considered to have the greatest potential impact on the Authority's business and to be of most importance to its stakeholders. To inform the process, the Authority conducted a benchmarking analysis of peer practices, industry trends and priorities, state regulations and initiatives, and industry leading sustainability frameworks and standards. Stakeholders were identified, mapped, and prioritized to ensure a robust and inclusive engagement process. NYPA and Canals employees, the Sustainability Advisory Council and the Executive Management Committee were engaged throughout the assessment process.

DISCUSSION

The 2021-2025 Sustainability Plan describes the goals and strategies that the Authority has identified for each of its 15 material ESG topics, in alignment with VISION2030, the Climate Leadership and Community Protection Act, state programs and executive orders, and industry leading practices. The Plan has been developed with guidance and input from business units and department leaders across the organization, including the Sustainability Advisory Council, subject matter experts and other key stakeholders. The Plan is an integrated, cross-functional, and collaborative living document that will be refreshed as the Authority's sustainability journey evolves and its ESG ambitions grow.

The Sustainability Report details the Authority's progress toward achieving the goals outlined in the Plan. The Report was prepared in accordance with the Global Reporting Initiative ("GRI") Standards Core option. The Authority's disclosures are aligned with the Sustainability Accounting Standards Board (SASB) Electric Utilities Standard. The Authority has also included in its approach the integration of the Task Force on Climate-related Financial Disclosures ("TCFD"), and plans to further expand disclosures in future years as its reporting journey progresses. For global context, the Authority has included alignment with and contributions to the United Nations Sustainable Development Goals ("UN SDGs")

FISCAL INFORMATION

The Sustainability Plan expands the scope of the 2019-2023 Sustainability Plan in key areas. The Sustainability Program budget is not expected to increase significantly with this expanded scope but will vary by year as the Plan is implemented and projects and initiatives are identified. The 2021 Sustainability Program budget is $5.725 million.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer, the Executive Vice President and General Counsel, the Senior Vice President and Chief Strategy Officer, and the Director of Sustainability recommend that the Trustees and Board of Directors approve the adoption of the Authority's 2021-2025 Sustainability Plan and 2020 Sustainability Report.

The Governance Committee, at its March 30, 2021 meeting, adopted a resolution recommending that the Trustees and Board of Directors approve the aforementioned Plan and Report.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That the Authority's 2021-2025 Sustainability Plan and 2020 Sustainability Report, as described in the attached memorandum of the President and Chief Executive Officer, and as detailed in Exhibits "A" and "B" 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.

Exhibit A
March 30, 2021

Sustainability Plan 2021-25

Advancing the ESG Foundational Pillar of **VISION**2030

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03 INTRODUCTION

04 About this Sustainability Plan

06 Sustainability Governance

08 VISION2030

09 Materiality Assessment

09 ESG Focus Areas

11 ENVIRONMENTAL

12 Climate Change & GHG Emissions

15 Renewable Energy & Energy Storage

18 Energy Reliability

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Introduction

About this Sustainability Plan

OVERVIEW AND SCOPE

The New York Power Authority's (NYPA) mission is to lead the transition to a carbon-free, economically vibrant New York through customer partnerships, innovative energy solutions, and the responsible supply of affordable, clean and reliable electricity.

VISION2030, NYPA's ten-year strategic plan approved in December 2020, identifies five key *strategic priorities* we must act on to realize our ambition. As a *foundational pillar* of VISION2030, ESG (Environmental, Social, Governance) is viewed as an enterprise-wide effort that is critical to accomplish our mission.

NYPA's ESG ambition is to deliver on a best-in-class sustainability strategy to meet the present and future needs of our stakeholders and enhance long-term environmental, social, governance and economic performance.

This 2021-2025 Sustainability Plan serves as a road map to help bring this ambition to life. The Plan outlines the steps NYPA and our subsidiary, the New York State Canal Corporation (Canals), are committed to taking to advance sustainability efforts across 15 material ESG focus areas over 2021-2025.

PURPOSE

This plan describes the goals and strategies that we have identified for each of our 15 material ESG topics, in alignment with VISION2030, industry leading practices and New York State policy.

The strategies contained in this plan reflect numerous inputs, including the **Intergovernmental Panel on Climate Change's** (IPCC) *Special Report on Global Warming of 1.5°C* and the **United Nations Sustainable Development Goals (UN SDGs)**. Further, we recognize NYPA's pivotal role in achieving the state's bold sustainability agenda, and have aligned our ambitions to New York State's **Climate Leadership and Community Protection Act (CLCPA)**.

The Sustainability Plan has been developed with guidance and input from business units and department leaders across the organization, including the Sustainability Advisory Council (SAC), subject matter experts and other key stakeholders. **It is a living document that will evolve as necessary to align with VISION2030 implementation.**

Beginning in 2021, NYPA will publish an annual Sustainability Report to communicate our progress, highlighting key ESG achievements and transparently disclosing performance metrics in alignment with leading ESG reporting and disclosure frameworks and standards.

CLCPA TARGETS

70%
RENEWABLE ENERGY BY 2030

100%
ZERO CARBON ELECTRICITY BY 2040

40%
REDUCTION IN GHG EMISSIONS BY 2030

85%
REDUCTION IN GHG EMISSIONS BY 2050

35%
BENEFITS TO DISADVANTAGED COMMUNITIES

6 GW
DISTRIBUTED SOLAR BY 2025

3 GW
ENERGY STORAGE BY 2030

9 GW
OFFSHORE WIND BY 2035

Sustainability Governance

ENSURING EFFECTIVE, IMPACT-DRIVEN MANAGEMENT AND OVERSIGHT

NYPA and Canals recognize the importance of strong governance to achieving our sustainability goals and rely on clear policies, practices and controls to guide our sustainability efforts.

Our Sustainability Policy defines responsibilities for ESG planning, executing, monitoring and reporting, and calls for the creation of long-term and annual action plans for program implementation.

NYPA and Canals' inclusive sustainability governance framework applies to leadership at the highest levels of the organization and spans across all key business units to ensure accountability for our actions and performance.

Key stakeholders in this evolving oversight and management structure include, but are not limited to:

- **Board of Trustees:** provides the vision and oversight on strategic ESG priorities and oversees policies, programs and performance related to sustainability.
- **Chief Executive Officer (CEO) and Executive Management Committee (EMC):** lead and guide the management of ESG strategy and goal setting, supporting the board's governance of ESG-related issues and ensuring the achievement of goals identified in the Sustainability Plan.
- **EMC's ESG Sponsors:** support the board's governance of ESG-related issues and work directly with the Sustainability Department to provide guidance on sustainability strategy, goal setting and reporting.
- **Sustainability Department:** provides strategic direction, oversight and reporting for ESG issues, including spearheading the development of the Sustainability Plan. Sustainability engages with

the EMC, to which it reports, and the SAC on plan development and implementation and provides support to business units on day-to-day execution.

- **Sustainability Advisory Council (SAC):** serves as the cross-functional collaborative body to manage ESG-related efforts and ensure successful implementation of the goals, targets and strategies outlined in the Sustainability Plan. The SAC consists of heads of all relevant departments.

REPORTING AND DISCLOSURE

To ensure accountability and transparency, NYPA and Canals will report and disclose comprehensive data related to the implementation of sustainability goals.

This approach to sustainability performance management and reporting will evolve to ensure the most relevant data is accurately and consistently captured and leveraged for decision-making across the organization. NYPA is developing a robust data management system to support this effort.

Central to our ESG disclosure efforts is the annual **Sustainability Report**. Starting with the 2020 reporting cycle, NYPA and Canals are committed to publishing an annual Sustainability Report, in alignment with the reporting requirements of the *Global Reporting Initiative* (GRI) and *Sustainability Accounting Standards Board* (SASB). We have also included our approach to integrating the *Task Force on Climate-Related Financial Disclosures* (TCFD), and plan to further expand our disclosures in future years as our reporting journey progresses—**with the ambition to become among the first U.S. utilities and government entities to issue an integrated report for the 2022 reporting cycle**.

NYPA and Canals will also expand voluntary data disclosure efforts to share ESG progress, such as through *The Climate Registry* (TCR).

NYPA and Canals aspire to become among the first U.S. utilities and government entities to issue an integrated report for the 2022 reporting cycle.

VISION2030

NYPA and Canals' 10-year strategic plan provides a roadmap to bring about our vision of a thriving, resilient New York State powered by clean energy. ESG is embedded as an essential element of the strategy.

VISION2030 details NYPA and Canals' plans to:

- Preserve and enhance the value of our hydropower assets as a core source of carbon-free power and of flexibility and resilience as the state's grid evolves
- Pioneer the path to decarbonization by acting as a test-bed for innovation
- Be the leading transmission developer, owner and operator for New York State and its changing needs
- Partner with our customers and the state to meet their energy goals
- Repurpose the New York Canal System for the economic and recreational benefit of New Yorkers while driving operational efficiency

ESG is recognized as a *foundational pillar* in VISION2030, reflecting its role as a central element of our strategy. Other foundational pillars include Diversity, Equity & Inclusion (DEI), Enterprise Resilience, Digitization and Resource Alignment.

VISION

A thriving, resilient New York State powered by clean energy

MISSION

Lead the transition to a carbon-free, economically vibrant New York through customer partnerships, innovative energy solutions and the responsible supply of affordable, clean and reliable electricity.

STRATEGIC PRIORITIES

FOUNDATIONAL PILLARS

Materiality Assessment

In accordance with *GRI Reporting Principles* and the *AA1000 AccountAbility Principles*, development of this Sustainability Plan began with a review of NYPA and Canals' material ESG topics. This assessment included an analysis of peer practices, industry trends and priorities, regulations, and sustainability and industry frameworks and standards–bolstered through a stakeholder identification, mapping and prioritization process using AcccountAbility's *AA1000 Stakeholder Engagement Standard*.

Key stakeholder groups consulted during the process included NYPA and Canals employees, the SAC and the EMC. Representative data has been used to reflect other stakeholder priorities.

Through the materiality assessment, 15 topics were identified as material to NYPA and Canals and our stakeholders, which inform the focus areas for the sections in this Sustainability Plan.

ESG Focus Areas

The Sustainability Plan addresses each of the 15 material ESG areas in detail. Topic sections are grouped into the categories **Environmental**, **Social** and **Governance** and each section follows a similar structure.

> Definition of focus area

> High-level context, highlighting areas of relevance for NYPA and Canals, New York State and stakeholders

> Overview of selected goals and supporting strategies

> "Spotlights" on key milestones, initiatives and related activities

An overview of all metrics we will be disclosing against in our Sustainability Report is listed in the Appendix.

ESG Focus Areas

ENVIRONMENTAL

CLIMATE CHANGE & GHG EMISSIONS
Adaptation to and mitigation of climate change impacts and risks, and the capitalization of associated business opportunities, as well as NYPA's Scope 1 (direct), Scope 2 (energy indirect) and Scope 3 (other indirect) greenhouse gas emissions

RENEWABLE ENERGY & ENERGY STORAGE
Renewable energy capacity, generation, storage and consumption

ENERGY RELIABILITY
Reliability of NYPA's network and infrastructure for consistent and uninterrupted supply, including optimization and innovation of smart grid technologies and transmission systems

ENERGY EFFICIENCY & ELECTRIFICATION
Electrification and energy efficiency of NYPA and Canals' infrastructure, including buildings, facilities and vehicle fleet

ENVIRONMENTAL STEWARDSHIP
Management and minimization of water, waste and air effluent and emissions, conservation of natural resources, promotion of biodiversity, and increased resilience and carbon sequestration on land owned or managed by NYPA and Canals

SOCIAL

HEALTH & SAFETY
Promotion and management of physical and mental health and safety in the workplace, and prevention of harm in the communities in which NYPA and Canals operate

EMPLOYEE DEVELOPMENT
Attraction and retention of talent, and the development of NYPA and Canals employees

DIVERSITY, EQUITY & INCLUSION
Commitments and actions that build and maintain a diverse, equitable and inclusive culture in the workplace and across NYPA and Canals' value chain

COMMUNITY ENGAGEMENT
Interaction and communication with community members and organizations, customers and other stakeholders in the areas in which NYPA and Canals operate

ACCESS & AFFORDABILITY
Affordability and accessibility of services across customer types in the communities in which NYPA operates

ECONOMIC DEVELOPMENT
Creation of more resilient communities and promotion of economic growth and local employment

GOVERNANCE

ENTERPRISE RISK & RESILIENCE
The identification, assessment, mitigation, monitoring and reporting of risks and impacts related to NYPA and Canals' activities, and the incorporation of risk management strategies to enhance enterprise resilience, including plans for emergencies and disasters, into both long-term planning and day-to-day operations

REGULATORY MANAGEMENT & COMPLIANCE
Management and compliance with relevant federal, New York State and local environmental and socioeconomic laws and regulations

CYBER & PHYSICAL SECURITY
Security of NYPA and Canals' network and infrastructure, as well as properties and personnel, including data protection and data breach risk minimization

SUPPLY CHAIN & PROCUREMENT PRACTICES
Sourcing practices for goods and services and the environmental and social impacts of NYPA and Canals' supply chain

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Environmental

Climate Change & GHG Emissions

Adaptation to and mitigation of climate change impacts and risks, and the capitalization of associated business opportunities, as well as NYPA's Scope 1 (direct), Scope 2 (energy indirect) and Scope 3 (other indirect) greenhouse gas emissions

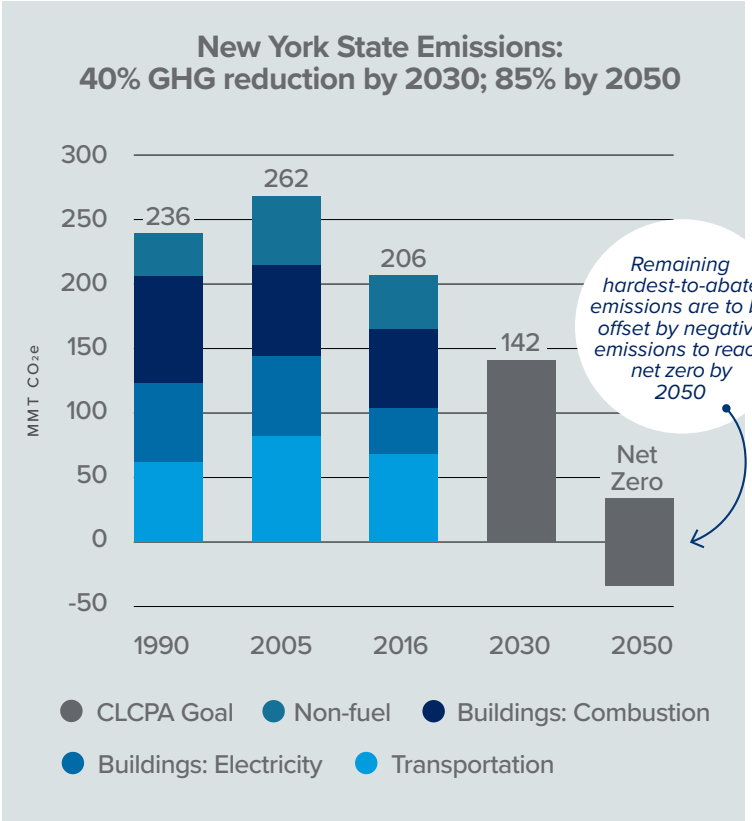
Addressing climate change and reducing greenhouse gas (GHG) emissions is a core focus area for NYPA and Canals.

To advance and achieve our decarbonization targets, we intend to:

- Preserve and enhance the value of hydropower assets
- Decarbonize generation assets by 2035
- Expand the high voltage transmission system
- Increase the procurement of renewable energy
- Invest in customer-centric decarbonization opportunities that include energy efficiency, distributed solar generation, customer-sited storage and electrified transport
- Increase the energy-efficiency and electrification of our buildings, facilities and vehicle fleet, as well as onsite distributed energy resources
- Assess the physical impacts of climate change on system operations
- Enhance our performance management and reporting by developing a comprehensive GHG inventory, integrating disclosures aligned with the TCFD in our annual Sustainability Report and voluntarily reporting annual GHG emissions to TCR

NYPA's climate change commitments, as described in VISION2030, are in alignment with the cross-sector decarbonization pathways outlined in the IPCC's *Special Report on Global Warming of 1.5°C*, the CLCPA and other New York State initiatives–setting some of the most ambitious energy and GHG reduction goals in the U.S.

CLCPA GOALS ARE AMBITIOUS AND NYPA WILL PLAY A KEY ROLE IN ACHIEVING THEM



VISION2030 sets NYPA on a path to support the CLCPA's goal of achieving a net zero carbon economy by 2050 by supporting renewable energy and electrification, energy storage, transmission and other efforts, including exploration of natural carbon sequestration opportunities.

Chart Source: New York State Energy Research and Development Authority's (NYSERDA) *Pathways to Deep Decarbonization in New York State Report*

OVERVIEW OF GHG SCOPES AND EMISSIONS

CO_2 CH_4 N_2O HFCs PFCs SF_6 NF_3

SCOPE 1
DIRECT

> Stationary combustion of fuels (power plants, facilities)

> Mobile combustion (fleet vehicles, corporate aircraft)

> Fugitive emissions (sulfur hexafluoride (SF_6) associated with electrical equipment)

SCOPE 2
ENERGY INDIRECT

> Consumption of purchased electricity, heat or steam

> Transmission line losses

SCOPE 3
OTHER INDIRECT

> Employee commuting

> Employee business travel

> Emissions associated with electricity sales (contracted and wholesale market purchases)

GOAL 1

Manage Scope 1, 2 and 3 emissions and implement GHG reduction strategies

STRATEGIES

> Use natural gas plants as a test-bed for innovation and new low-to-zero carbon technologies

> Expand and upgrade transmission

> Plan to procure renewable energy

> Provide clean energy products and services to our customers

> Implement building and fleet energy efficiency and electrification programs

> Install renewable energy at our facilities

> Identify and implement ecosystem-based mitigation strategies

> Conduct stakeholder engagements to accelerate the adoption of clean technologies

INITIATIVE SPOTLIGHTS

NYPA CLIMATE ADAPTATION AND RESILIENCE ASSESSMENT

NYPA has developed a plan to assess climate risks and impacts, the outcomes of which will be used to inform the development of climate change adaptation and resilience strategies.

PHASE I: ASSESS PHYSICAL IMPACTS OF CLIMATE CHANGE ON NYPA'S ASSETS AND OPERATIONS (2021-2022)

NYPA will assess the projected impact of climate change on physical assets, system operations and capital improvement planning, with the goal of increasing organizational resilience by minimizing service disruptions and ensuring that capital expenditures are aligned to NYPA's risk posture.

PHASE II: ASSESS SOCIAL AND ECONOMIC IMPACTS OF CLIMATE CHANGE ON NYPA'S STAKEHOLDERS (2023-2024)

Building on the physical impact assessment, NYPA will evaluate the social and economic impacts of climate change on customers, communities and other stakeholders, and identify strategies to support regional and community adaptation and resilience planning efforts.

GOAL 2

Conduct climate impact study and identify resilience strategies

STRATEGIES

> Conduct assessment of the physical impacts of climate change

> Conduct assessment of the social and economic impacts of climate change on NYPA stakeholders

> Implement climate resilience initiatives identified as part of *Reimagine the Canals*

REIMAGINE THE CANALS AND CLIMATE RESILIENCE

Through its focus on building resilient communities and resilient infrastructure, NYPA's *Reimagine the Canals* program will harness the potential of the Canal system to reduce the impacts of extreme and unpredictable weather.

Key resilience projects include:

> **Western Water Management and Irrigation:** a program that will utilize existing infrastructure and Erie Canal water in Western New York to enhance agricultural irrigation, enabling farmers to invest in high-value crops.

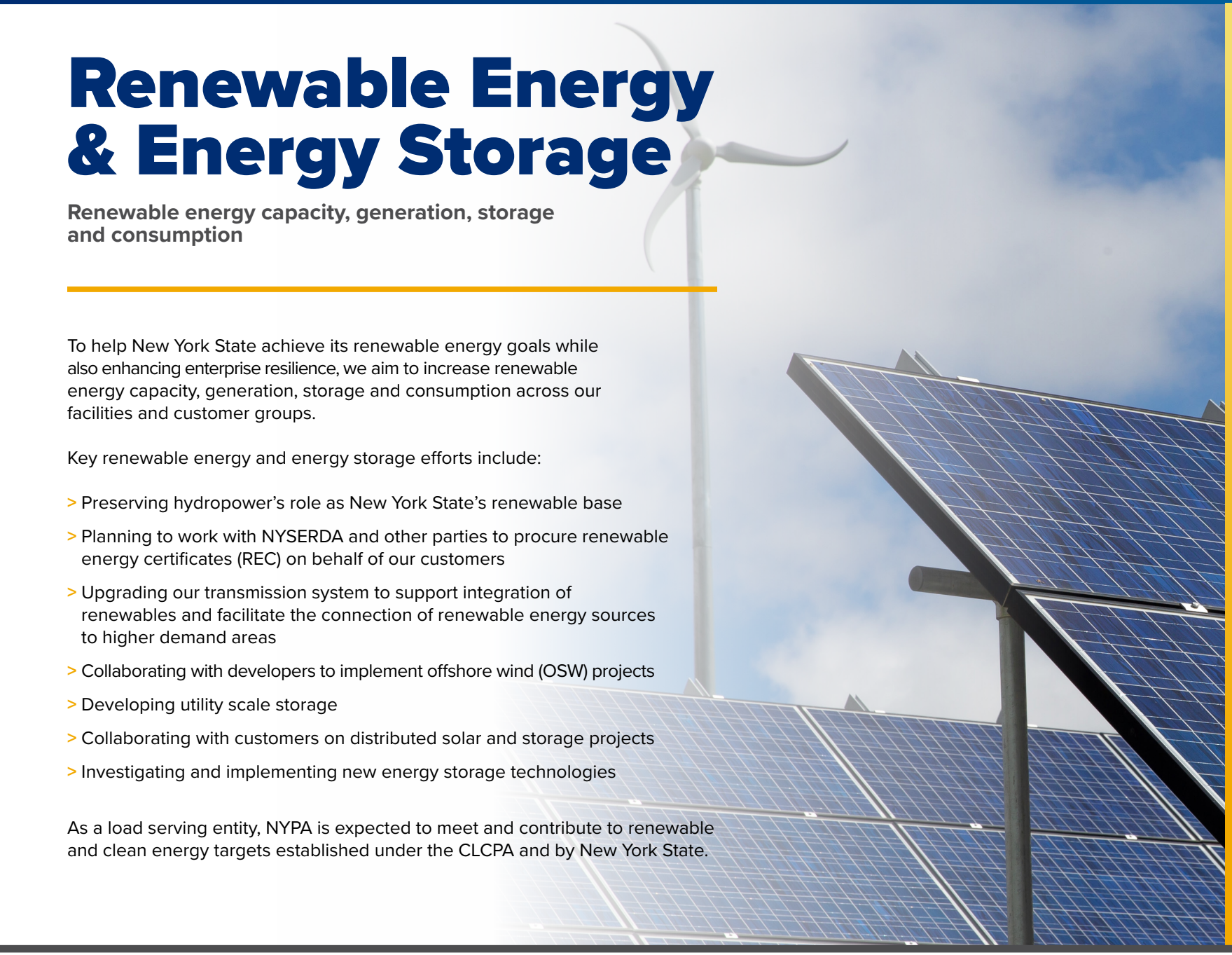
> **Ice Jam Mitigation:** a suite of projects that will mitigate the effects of ice jams to reduce flooding, while improving forecasting and early-warning systems.

SEE ALSO

> *Renewable Energy & Energy Storage*
> *Energy Reliability*
> *Energy Efficiency & Electrification*
> *Environmental Stewardship*
> *Community Engagement*
> *Access & Affordability*
> *Economic Development*

Renewable Energy & Energy Storage

Renewable energy capacity, generation, storage and consumption



To help New York State achieve its renewable energy goals while also enhancing enterprise resilience, we aim to increase renewable energy capacity, generation, storage and consumption across our facilities and customer groups.

Key renewable energy and energy storage efforts include:

- Preserving hydropower's role as New York State's renewable base
- Planning to work with NYSERDA and other parties to procure renewable energy certificates (REC) on behalf of our customers
- Upgrading our transmission system to support integration of renewables and facilitate the connection of renewable energy sources to higher demand areas
- Collaborating with developers to implement offshore wind (OSW) projects
- Developing utility scale storage
- Collaborating with customers on distributed solar and storage projects
- Investigating and implementing new energy storage technologies

As a load serving entity, NYPA is expected to meet and contribute to renewable and clean energy targets established under the CLCPA and by New York State.

KEY NEW YORK STATE ENERGY TARGETS

70%
RENEWABLE ENERGY GENERATION BY 2030

100%
ZERO-CARBON ELECTRICITY BY 2040

6 GW
OF DISTRIBUTED SOLAR BY 2025

3 GW
OF ENERGY STORAGE BY 2030

VISION2030 Strategic Priority

GOAL 1
Preserve and enhance the value of NYPA hydropower

STRATEGIES

> Advocate for New York Independent System Operator (NYISO) market rules and Public Service Commission (PSC) policies that reflect the value of hydro units

> Invest in hydro assets to extend useful life and improve efficiency, including completion of life extension and modernization projects

> Make hydro facilities more competitive by identifying ways to increase flexible load management abilities, improve trading capabilities, and increase operational and maintenance efficiency

> Pursue contracting arrangements with customers to capture environmental and balancing value of hydro generation and evaluate offtake options for new electric or hydrogen electrolysis loads

GOAL 2
Support the achievement of CLCPA renewable energy goals by providing clean energy

STRATEGIES

> Procure increasing volumes of various Tier RECs for customers and recover associated costs through NYPA's clean energy program

> Procure up to NYPA's load ratio share of Zero Emissions Credits (ZECs) from NYSERDA, provide ZECs to customers and recover associated costs through NYPA's clean energy program

> Own and operate renewable energy assets as strategically beneficial and statutorily allowable, for the benefit of New York State

GOAL 3
Upgrade NYPA's transmission system to support integration of intermittent renewable energy sources into the grid

STRATEGIES

> Invest $200 million to $400 million annually to grow transmission asset base by three to five times by 2030

> Pursue transmission development opportunities through the PSC's Priority Transmission Project (PTP) process and NYISO's Public Policy Transmission Planning (PPTP) process

> Establish NYPA's transmission development business as a new business unit and elevate its capabilities

> Collaborate with OSW developers to support project development

GOAL 4

Support the achievement of CLCPA energy storage goals by developing 300 megawatts (MW) of utility scale storage by 2030

STRATEGIES

> Collaborate with private developers on energy storage projects

> Explore implementation of energy storage at NYPA facilities

> Collaborate with the PEAK Coalition to evaluate energy storage potential at NYPA's Small Clean Power Plants (SCPP)

GOAL 5

Install 150 MW of distributed storage and 500 MW of distributed solar to scale clean energy across New York State by 2030

STRATEGIES

> Install Distributed Energy Resources (DER) and monetize these assets via distribution and NYISO DER markets

> Aggregate DERs into a virtual power plant to provide load balancing services to the grid and generate new revenue streams for customers

> Advise customers on the development of solar and storage projects and mitigate challenges government entities have faced in adopting distributed renewable energy

SEE ALSO

> *Energy Reliability*
> *Energy Efficiency & Electrification*
> *Access & Affordability*

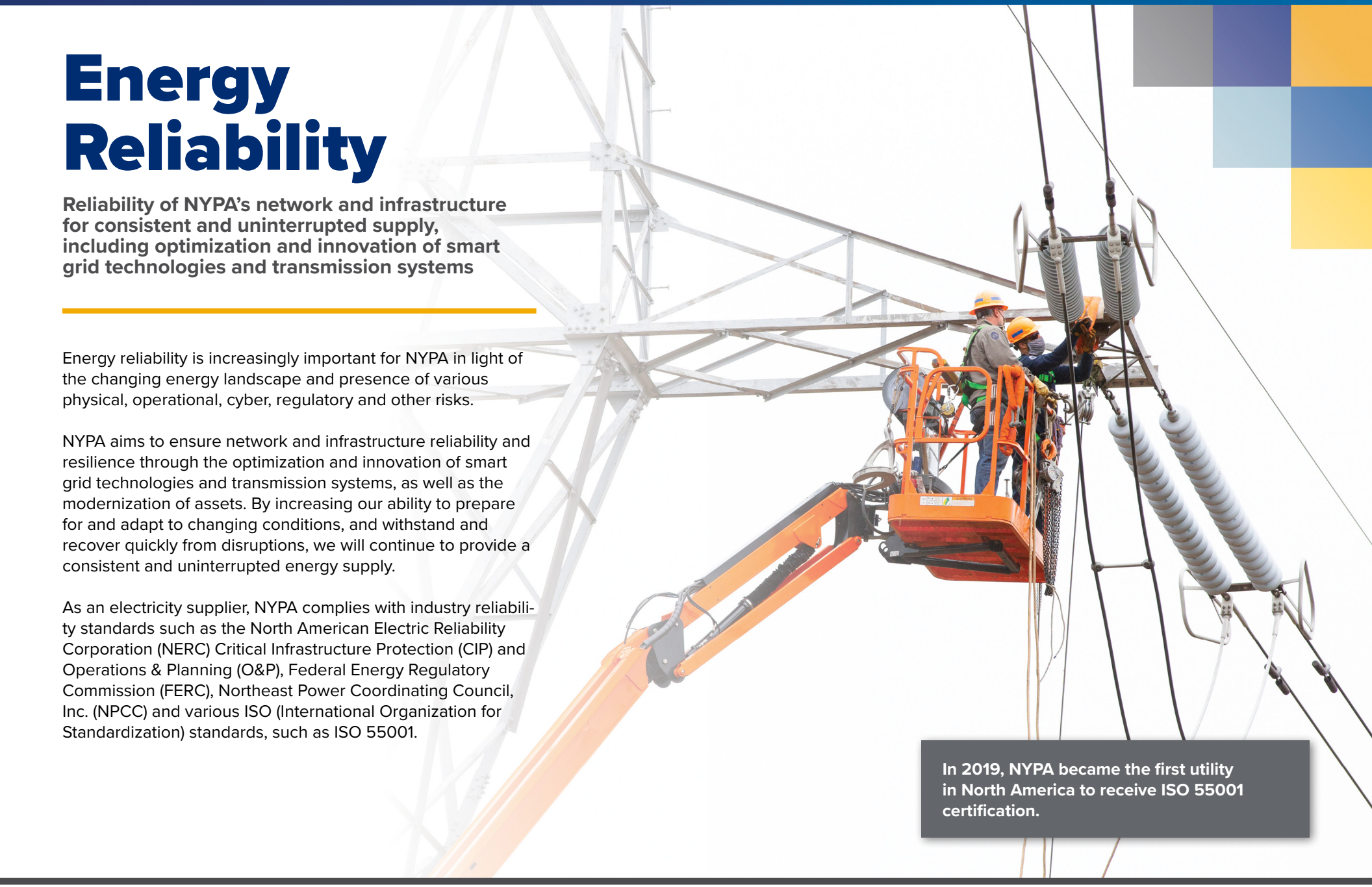
Energy Reliability

Reliability of NYPA's network and infrastructure for consistent and uninterrupted supply, including optimization and innovation of smart grid technologies and transmission systems

Energy reliability is increasingly important for NYPA in light of the changing energy landscape and presence of various physical, operational, cyber, regulatory and other risks.

NYPA aims to ensure network and infrastructure reliability and resilience through the optimization and innovation of smart grid technologies and transmission systems, as well as the modernization of assets. By increasing our ability to prepare for and adapt to changing conditions, and withstand and recover quickly from disruptions, we will continue to provide a consistent and uninterrupted energy supply.

As an electricity supplier, NYPA complies with industry reliability standards such as the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) and Operations & Planning (O&P), Federal Energy Regulatory Commission (FERC), Northeast Power Coordinating Council, Inc. (NPCC) and various ISO (International Organization for Standardization) standards, such as ISO 55001.



In 2019, NYPA became the first utility in North America to receive ISO 55001 certification.

GOAL 1

Upgrade and modernize NYPA's Generation & Transmission (G&T) assets to improve efficiency, reliability, security and resilience

STRATEGIES

> Implement state-of-the-art technology and operational initiatives, such as sensor deployment, advanced analytics and communications backbone

> Leverage the Advanced Grid Innovation Lab for Energy (AGILe) to test, model and create new solutions for energy systems

> Modernize and extend the life of G&T assets through implementation of the Next Generation Niagara Life Extension and Modernization (LEM) project and Transmission Life Extension and Modernization (TLEM) projects

> Accelerate technology development through strategic partnerships

> Empower the workforce with digital solutions that provide access to information anywhere and drive data-driven decisions

GOAL 2

Optimize asset management strategies to ensure an agile response to changing industry landscape

STRATEGIES

> Place focus on data as an asset by maintaining data governance for all data, tiered with data owners, governors and consumers, and in compliance with ISO 55001

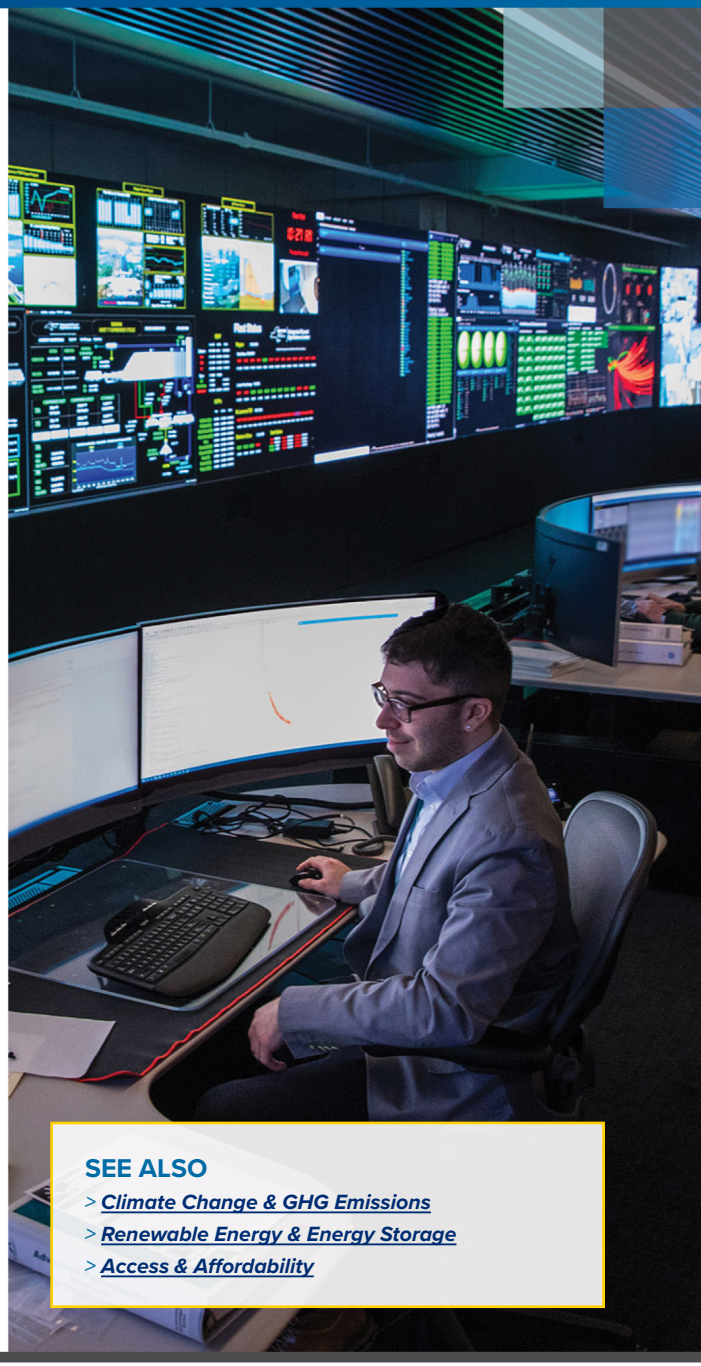
> Ratify, adopt and refresh enterprise and regional asset management objectives (AMO) through scenario planning

> Identify operational opportunities by assessing risks, options exercises, and capital/operations and maintenance (O&M) investments

> Execute a six-year plan to establish frameworks for asset management decision-making and risk assessments

> Promote an asset performance management culture by optimizing training and communications

> Partner with industry to benchmark asset performance and measure value



SEE ALSO

> *Climate Change & GHG Emissions*
> *Renewable Energy & Energy Storage*
> *Access & Affordability*

Energy Efficiency & Electrification

Electrification and energy efficiency of NYPA and Canals' infrastructure, including buildings, facilities and vehicle fleet

Buildings and transportation account for a combined 70% of GHG emissions in New York State, underscoring the importance of energy efficiency and electrification in achieving clean energy goals.

NYPA and Canals are committed to leading by example in the energy efficiency and electrification of buildings and vehicles, in alignment with the CLCPA, *New Efficiency: New York* and BuildSmart 2025.

BUILDINGS

NYPA's building portfolio includes 120 buildings, spanning over three million square feet. Approximately 40% of these buildings serve administrative and support functions, with the remainder housing generation and transmission assets. Most NYPA buildings use electricity from hydroelectric generating facilities, while other buildings use electricity generated from NYPA's natural gas power plants and some administrative offices use purchased electricity.

The Canals building portfolio consists of 121 facilities spanning over 250,000 square feet, including locks, warehouses and offices that all use purchased electricity.

NYPA has a target under BuildSmart 2025 to reduce building energy use by 0.12 Trillion British Thermal Units (TBtu) by 2025 from a Fiscal Year (FY) 2014-2015 baseline.*

TRANSPORTATION

NYPA's vehicle fleet consists of 303 light-duty vehicles, 147 medium-duty vehicles and 39 heavy-duty vehicles. Canals' vehicle fleet consists of 123 light-duty vehicles and 122 medium-duty vehicles.

NYPA has set an ambitious goal to electrify the light-duty fleet 50% by 2025 and 100% by 2030, exceeding the Zero Emission Vehicles Memorandum of Understanding (ZEV MOU) 25% by 2025 target. The organization has also set a goal to reduce the GHG intensity and absolute GHG emissions of NYPA fleet vehicles 25% by 2025 and 40% by 2030, from a FY 2014-2015 baseline.

**The Canals target is not yet confirmed.*

GOAL 1

Increase the efficiency of buildings and maximize onsite renewable energy capacity to reduce building load and work toward net zero

STRATEGIES

> Adopt advanced standards for new construction (including Net Zero Energy/Net Zero Carbon)

> Install submeters, identify energy efficiency and electrification opportunities and develop project pipeline for BuildSmart 2025

> Install intelligent controls to enable better equipment scheduling and management, and implement equipment upgrades and other energy efficiency and electrification improvements

> Install onsite renewables across our facilities, including rooftop solar and vertical axis wind units

> Benchmark and track building energy performance through the NY Energy Manager

INITIATIVE SPOTLIGHTS

BUILDSMART 2025 - NYPA

Under BuildSmart 2025, we are developing a pipeline of building energy efficiency and renewable energy projects with the target of 0.12 TBtu in savings for NYPA (2015-2025), including:

> **Advanced building management systems and heating, ventilation and air conditioning (HVAC) controls**, which maintain building comfort and can reduce energy consumption by as much as 20%

> **Lighting upgrades**, which increase efficiency, improve safety and lower maintenance requirements

> **Building envelope improvements**, which minimize temperature loss, save energy and increase comfort

> **Onsite renewable energy installations**, which will help reduce facility electrical loads

ONSITE RENEWABLE ENERGY PROGRAM

We are implementing a program to install small-scale renewable energy installations at our facilities. In 2020, a feasibility assessment was completed at NYPA sites for solar photovoltaics (PV) and vertical-axis wind applications. The first project—a 377.5 kilowatt (kW) rooftop solar array at the Zeltmann Power Project—is now underway. This installation, along with four vertical axis wind units previously installed, will help to offset facility electrical load and associated GHG emissions. Projects will be implemented at other sites in 2022.

BUILDING ELECTRIFICATION

NYPA will assess electrification opportunities for heating and cooling and identify opportunities to demonstrate ground source and air source heat pumps.

As outlined in *New Efficiency: New York*, building space and water heating and space cooling account for up to one-third of New York State's energy consumption and GHG emissions. Heat pumps provide an effective solution. While they increase electricity consumption, they reduce onsite use of fossil fuels and, if coupled with electricity from renewable sources, can eliminate emissions from heating and cooling entirely.

GOAL 2

Promote vehicle electrification and reduce GHG emissions from vehicle fleet and commuting

STRATEGIES

> Replace internal combustion vehicles with electric and plug-in hybrid vehicles

> Promote vehicle right-sizing and purchase smaller, more efficient vehicles where feasible to reduce fuel consumption

> Test emerging electric technologies and low-carbon fuels in medium- and heavy-duty applications

> Complete installation of charging infrastructure to support fleet electrification target

> Promote car-pooling, video conferencing and use of public transportation to reduce total fleet miles traveled

> Encourage employee adoption of electric vehicles (EV) by expanding workplace charging infrastructure to accommodate future demand

> Promote alternative transportation commuting options such as biking and walking

INITIATIVE SPOTLIGHT

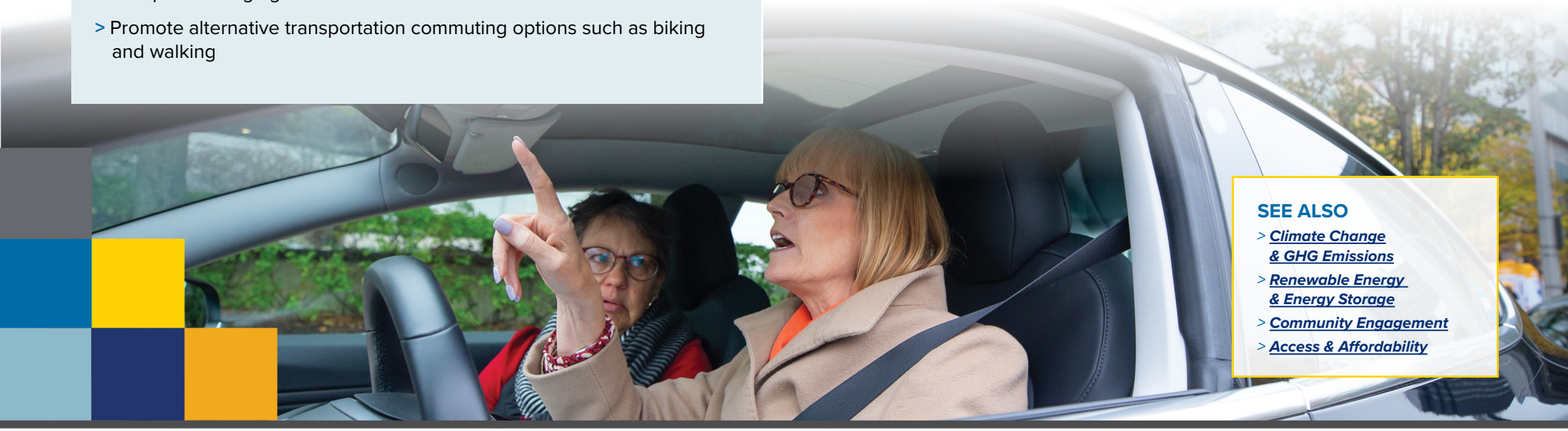
VEHICLE ELECTRIFICATION

NYPA is implementing a range of programs to accelerate EV adoption and reach our fleet targets.

> **Fleet Electrification:** NYPA is replacing all light-duty fleet vehicles with electric vehicles and plug-in hybrids, and is increasing the number of charging stations at all sites to support the fleet electrification target.

> **Workplace Charging:** Employees at all NYPA facilities are participating in the Workplace Charging Program which provides guaranteed charging access during work hours. The program reduces concerns about vehicle range to make EVs a good commuting option for many employees.

> **Electric Vehicle Training:** Education plays an important role in advancing vehicle electrification goals. EV ride and drive events, fleet trainings and public engagement trainings are provided on a regular basis.



SEE ALSO

> *Climate Change & GHG Emissions*
> *Renewable Energy & Energy Storage*
> *Community Engagement*
> *Access & Affordability*

Environmental Stewardship

Management and minimization of water, waste and air effluent and emissions, conservation of natural resources, promotion of biodiversity, and increased resilience and carbon sequestration on land owned or managed by NYPA and Canals

NYPA's operations span more than 80,000 acres of water and land. NYPA owns 12,000 acres of forested and non-forested land, including facility grounds, parks, wildlife areas and rights of way (ROW), and manages an additional 24,000 acres of privately owned land through ROW easements. The remaining acreage is comprised of water. Canals' operations span over 38,500 acres of water and land, with 22,900 acres of canal-adjacent areas that include facility grounds and public access points.

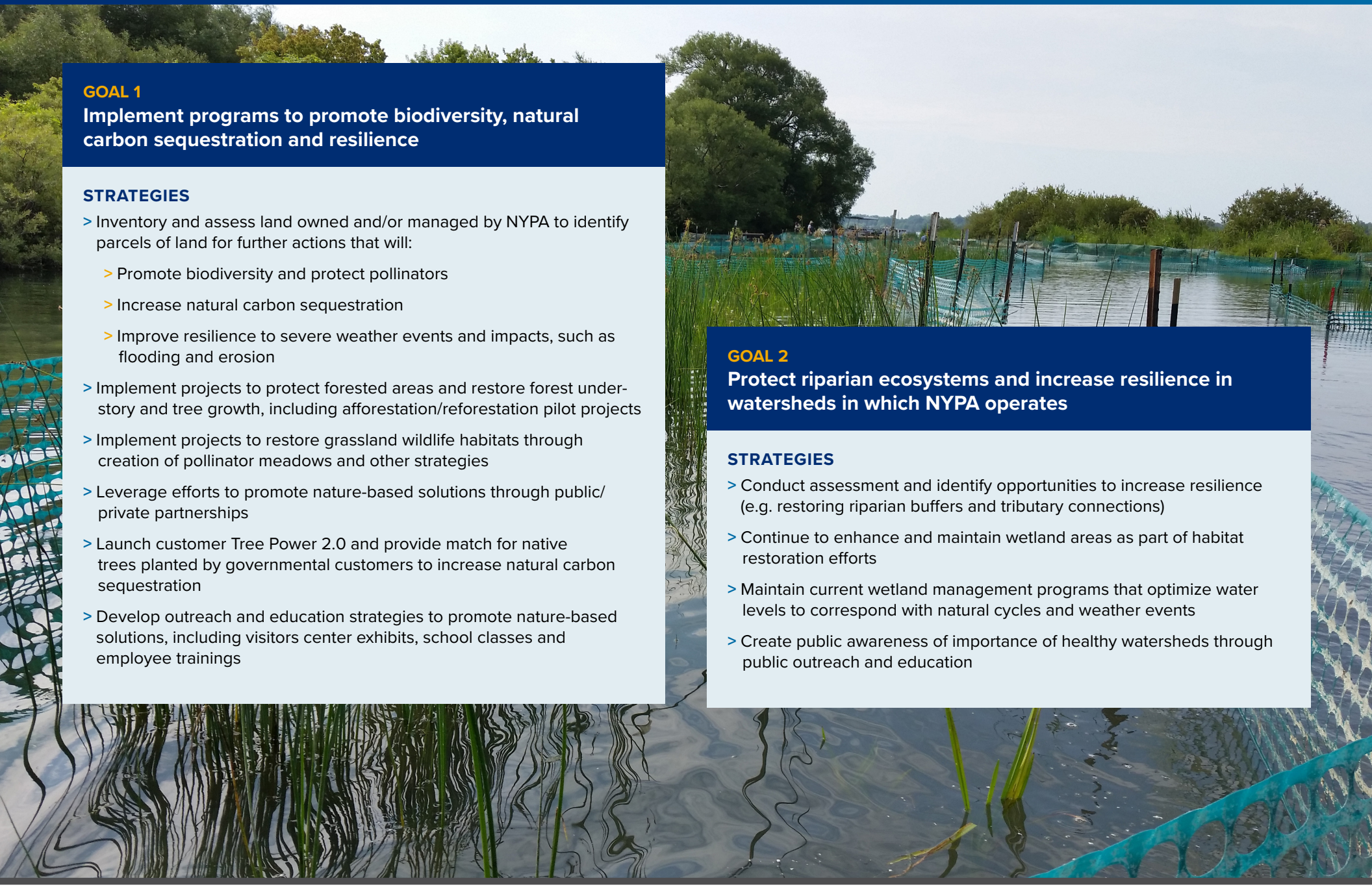
Over 80% of NYPA's power generation is hydro. The remainder is from our natural gas plants, and also relies on water for its processes. In accordance with NYPA's obligations to water managing agencies, including the International Joint Commission and the New York State Canal Corporation itself, we work to reduce our impact on groundwater aquifers and surface water sources.

Canals manages water levels across the system to allow for commercial and recreational navigation while directly and indirectly supporting supplemental uses such as irrigation, fish habitat enhancement and municipal/private water use. Canals operates as a non-traditional Municipal Separate Storm Sewer System (MS4) to reduce pollution to water through education and system monitoring.

We rely on these lands and waterways to successfully operate our business and serve our customers and communities, and as stewards of our natural resources, we are committed to conserving and protecting them. For NYPA, this is also a key requirement of state and federal re-licensing and permitting of our hydroelectric generating and transmission facilities.

COMPLIANCE NOTE

Compliance-related objectives and strategies are not included in this section. NYPA and Canals maintain compliance with existing and future federal and state environmental regulations and legislation for management of water, hazardous waste and air emissions.



GOAL 1

Implement programs to promote biodiversity, natural carbon sequestration and resilience

STRATEGIES

- Inventory and assess land owned and/or managed by NYPA to identify parcels of land for further actions that will:
  - Promote biodiversity and protect pollinators
  - Increase natural carbon sequestration
  - Improve resilience to severe weather events and impacts, such as flooding and erosion
- Implement projects to protect forested areas and restore forest understory and tree growth, including afforestation/reforestation pilot projects
- Implement projects to restore grassland wildlife habitats through creation of pollinator meadows and other strategies
- Leverage efforts to promote nature-based solutions through public/private partnerships
- Launch customer Tree Power 2.0 and provide match for native trees planted by governmental customers to increase natural carbon sequestration
- Develop outreach and education strategies to promote nature-based solutions, including visitors center exhibits, school classes and employee trainings

GOAL 2

Protect riparian ecosystems and increase resilience in watersheds in which NYPA operates

STRATEGIES

- Conduct assessment and identify opportunities to increase resilience (e.g. restoring riparian buffers and tributary connections)
- Continue to enhance and maintain wetland areas as part of habitat restoration efforts
- Maintain current wetland management programs that optimize water levels to correspond with natural cycles and weather events
- Create public awareness of importance of healthy watersheds through public outreach and education

INITIATIVE SPOTLIGHT

PROTECTING AND RESTORING HABITATS

NYPA is implementing a range of programs and strategies to promote biodiversity, enhance natural carbon sinks and increase resilience to climate impacts.

HABITAT IMPROVEMENT PROJECTS

> As part of state and federal relicensing and permitting of our hydroelectric generating facilities, we continue to restore and maintain wetlands and other wildlife habitats across NYPA-owned lands.

ROW INTEGRATED VEGETATION MANAGEMENT (IVM) PROGRAM

> NYPA's IVM program selectively controls tall growing plants and promotes sustainable, compatible vegetation with minimal disturbance, thus supporting a rich pollinator habitat along the ROWs and protecting natural carbon sinks.

POLLINATOR INITIATIVE

> NYPA is creating pollinator gardens and meadows at visitors centers and other locations. The first pollinator garden will be completed at NYPA's Power Vista Visitors Center in Niagara in 2021.

NATURE-BASED APPROACHES TO CLIMATE CHANGE ADAPTATION AND MITIGATION

The CLCPA sets a target of carbon neutrality by 2050, including up to 15% negative emissions to offset those that cannot be reduced with technology. Ecosystem-based restoration and biodiversity management are identified as critical strategies for increasing resilience to changing weather patterns and achieving net zero.

GOAL 3

Reduce the frequency, magnitude and duration of high water levels that lead to flooding along the Canal System

STRATEGIES

> Work with technical and regional councils to communicate about Canal infrastructure, operations and land use

> Repurpose existing Canal infrastructure and develop a long-range program to mitigate summer and winter flooding, restore ecosystems and increase irrigation

> Identify and engage stakeholders in flood prone areas

INITIATIVE SPOTLIGHT

WESTERN WATER MANAGEMENT, IRRIGATION AND FISHING

Canals aims to increase local farmers' high-value crop yield, recreational fishing and angling-related regional tourism. Illustrative examples of ongoing projects that support these goals include:

> Utilizing **existing infrastructure, a newly developed incentive program and Erie Canal water** to increase agricultural irrigation in Western New York and enable farmers to invest in high-value crops

> Adjusting **Canal water flows in Lake Ontario tributaries** to optimize environmental benefit to fish and expand opportunities for recreational fishing and angling-related tourism

> Reconstructing **water-release gates** to more efficiently regulate water flows and discharges

INITIATIVE SPOTLIGHT

ICE JAM MITIGATION PROGRAM

The Mohawk River portion of the New York State Canal System is plagued by serious flooding from summer storms and winter ice jams, both of which are exacerbated by climate change. This project will mitigate the effects of ice jams to reduce flooding and improve forecasting and early-warning systems.

GOAL 4
Minimize the impact of non-operational water use and increase water efficiency

STRATEGIES

> Install water meters where necessary and establish baselines

> Identify opportunities to reduce water use (e.g., cooling systems, bathroom/kitchen fixtures, landscape irrigation) and establish project pipeline

> Install green infrastructure to further conserve water resources and increase resilience (e.g., green roofs, permeable paving, rain gardens)

GOAL 5
Reduce waste generation and divert recoverable materials and recyclable waste from landfill and incineration

STRATEGIES

> Implement redesign, reduction, reuse and recycling strategies and provide employee training

> Improve waste sorting capabilities at each NYPA and Canals site

> Develop partnerships with local communities to donate goods or materials

> Develop processes to improve the accuracy of waste data tracking and reporting

INITIATIVE SPOTLIGHT

ZERO WASTE TO LANDFILL PROGRAM

The Zero Waste to Landfill program is a long-term initiative across our sites. We will conduct a zero-waste assessment of 20 NYPA and nine Canals sites to identify redesign, reduction, reuse and recycling strategies, and establish diversion rate milestones and targets. A Zero Waste Team will be formed to coordinate site efforts.

SEE ALSO

> *Climate Change & GHG Emissions*

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Social

Health & Safety

Promotion and management of physical and mental health and safety in the workplace, and prevention of harm in the communities in which NYPA and Canals operate

The health and safety (H&S) of NYPA and Canals employees is critical to business performance, resilience and reliability.

In addition to creating work environments and communities that are free from recognized hazards and comply with applicable statutory and regulatory standards, we are also invested in promoting mental well-being in the workplace.

NYPA and Canals' H&S management aligns with best practices identified by The National Institute for Occupational Safety and Health (NIOSH), the National Fire Protection Association (NFPA) and the Institute of Electrical and Electronics Engineers (IEEE).

NYPA and Canals are subject to regulation of the New York State Department of Labor Public Employee Safety and Health Bureau (NYSPESH), created in 1980, which enforces safety and health standards promulgated under the United States Occupational Safety and Health Act and Coast Guard Regulations.

GOAL 1

Support employee physical and mental well-being to create a more resilient workforce

STRATEGIES

> Implement mitigation policies to adequately respond to COVID-19 and potential future pandemics

> Provide all employees an opportunity to receive a flu shot at their work site

> Provide free and confidential support and counseling through the Employee Assistance Program

> Sustain a culture of mindful action, mental agility, focus and well-being through education and communications

> Provide mindfulness sessions, monthly webinars, training and online tools through the “Be Mindful” initiative

INITIATIVE SPOTLIGHT

BE MINDFUL

The organization-wide “Be Mindful” initiative provides regular programming on the benefits of mindful action at work and shares tools for physical and mental well-being, focused around the following components.

> **Resilience:** Supporting adaptability through uncertainty to create a more resilient workforce

> **Focus:** Improving rational decision-making in high-stakes environments to increase workplace focus and awareness

> **Well-being:** Managing stress through improved physical and mental well-being, while also helping to develop individuals’ capacity to empathize with the challenges of others

GOAL 2
Ensure health and safety of employees working at NYPA and Canals sites and projects

STRATEGIES

> Support facilities and business units in the development, implementation and maintenance of H&S policies

> Conduct regular safety inspections and tailgate safety talks at all sites

> Encourage employees to report near misses and safety issues

> Conduct internal and third-party audits of the NYPA and Canals H&S program every three years

> Provide yearly H&S training to all employees in accordance with applicable statutes, regulations and other standards

> Provide digital courses on safety practices

GOAL 3
Support public safety in the communities that host NYPA and Canals facilities

STRATEGIES

> Ensure facilities and business units institute public safety policies which include the appropriate level of community involvement

> Develop and foster relationships with agencies that share a focus on public safety and operate in these same communities

> Conduct annual review of Emergency Response Plans, inclusive of stakeholder engagement and public outreach

> Review and expand public safety signage and protocols

SEE ALSO

> *Employee Development*

> *Cyber & Physical Security*

Employee Development

Attraction and retention of talent, and the development of NYPA and Canals employees

Employee development at NYPA and Canals focuses on growing and retaining a diverse workforce. NYPA aims to curate the most appropriate learning experiences for professional and personal growth. Our employee development approach encourages employees to take ownership and immerse themselves in their career development.

Adapting to the changing energy industry landscape requires new skills and ways of working. NYPA is committed to investing in our employees through a targeted workforce plan that supports the recruitment, development, training and retention of employees with the skills and capabilities needed to effectively deliver VISION2030.

As a testament to the strength of the employee development programs, **NYPA has been awarded the *Forbes Best Mid-Size Employer* distinction in 2018, 2019 and 2021.**

GOAL 1

Engage and develop a resilient workforce at NYPA

STRATEGIES

> Provide transparency regarding career development opportunities, including the skills and experience needed to advance professionally

> Provide employee training and development programs that advance VISION2030

> Leverage leading technologies to create engaging experiences for employee and talent development

> Promote the Eureka! program as forum for employees to share ideas

> Integrate the organizational values to continue to foster a mission-driven, forward-thinking and inclusive culture

> Issue an organization-wide survey to assess employee engagement

> Inform employees of Total Rewards benefits to communicate the value of working at NYPA

> Conduct succession planning exercises to identify critical roles and develop employees to ensure continuity of operations

INITIATIVE SPOTLIGHTS

TRAINING AND DEVELOPMENT

NYPA has created comprehensive training and development programs for individuals, teams and management. Goals are cascaded throughout the organization annually to align with and support the implementation of VISION2030. Programs include:

> Customized teambuilding activities to engage employees in performance-enhancing behaviors

> Curated learning curriculum to develop knowledge and skills that enable high performance

> Immersive learning experiences, including The Blue Standard suite of manager and leadership training programs and access to an employer paid onsite MBA program—in partnership with a nationally recognized sustainable business program

EUREKA! INNOVATION PROGRAM

The Eureka! Innovation Program provides a forum for employees to share innovative ideas on a range of topics, including operational improvements, sustainability opportunities, and employee and community engagement. Ideas submitted are assigned to Innovation Stewards and reviewed by an expert evaluation committee.

GOAL 2
Attract talent to shape NYPA's organizational culture and future growth

STRATEGIES

> Communicate transparently with new employees on career development opportunities within the organization

> Leverage technologies for talent acquisition

> Provide onboarding programs for new employees

> Map job roles and skills throughout the organization to provide clarity on career opportunities and the skills and experience needed to advance

GOAL 3
Shape Canals' organizational culture and future growth

STRATEGIES

> Provide comprehensive training and development programs to improve skills and competencies aligned to VISION2030

> Leverage leading technologies to create engaging experiences for employee and talent development

> Bring the Eureka! program to Canals as a forum for employees to share ideas

GOAL 4
Cultivate a sustainability mindset throughout the NYPA and Canals workforce

STRATEGIES

> Promote a sustainability mindset through educational programming, including courses, campaigns and events

> Utilize change management approaches to embed sustainability principles in day-to-day decision-making

> Develop targeted training on workplace practices and procedures

SEE ALSO

> *Diversity, Equity & Inclusion*

Diversity, Equity & Inclusion

Commitments and actions that build and maintain a diverse, equitable and inclusive culture in the workplace and across NYPA and Canals' value chain

NYPA and Canals are committed to creating a diverse, equitable and inclusive culture in the workplace and across the value chain. This includes:

- Fostering an internal culture of inclusion
- Developing leading practice DEI programs
- Ensuring a diverse supply chain
- Reinforcing commitments to environmental justice

DEI is a top corporate priority and foundational pillar of VISION2030. We recognize that a utility requires a dynamic workforce and rich culture that is truly representative. While NYPA has had a robust and wide-reaching DEI initiative, starting with the creation of the Office of Civil Rights & Inclusion (OCRI), we recently doubled our investment in DEI and crafted an enterprise-wide portfolio to ensure we are an employer of choice within the utility industry.

These commitments are outlined in our **Ten-Point Diversity, Equity and Inclusion Plan**, developed in alignment with the CLCPA.

EXECUTIVE ORDER 187 (EO187)
Instituted in 2018, EO187 establishes the Governor's Executive Committee for Diversity, Inclusion and Equal Opportunity, presents statewide objectives, and sets guidelines for agencies and authorities to prepare diversity and inclusion plans.

EMBEDDING DEI ACROSS THE ENTERPRISE

The DEI team works closely with other business units to integrate DEI commitments into our community and supply chain programs, including:

> Establishing community-based Science, Technology, Engineering and Mathematics (STEM), student internship and mentorship programs to increase the pipeline of diverse utility and clean energy workers

> Creating an enterprise-wide employee service program dedicated to community volunteer activities

> Continuing to prioritize commercial operations investments in historically disadvantaged communities

> Building capacity and access for diverse firms and increasing NYPA and Canals' spending with local and diverse suppliers

GOAL 1
Promote a culture of diversity, equity and inclusion at NYPA through education

STRATEGIES

> Accelerate and expand training to employees on behaviors, principles and skills that ensure a culture of civility and respect and support an inclusive workforce (e.g., unconscious bias training)

> Expand Employee Resource Groups (ERGs) and bring to NYPA sites

GOAL 2
Ensure employee and leadership accountability

STRATEGIES

> Conduct audits on programs, policies and governance

> Develop advanced metrics and key performance indicators

GOAL 3
Increase the transparency of DEI programs, practices and policies

STRATEGIES

> Expand partnerships with professional organizations and leadership programs to strengthen the pipeline of Black employees

> Develop, expand and refine policies, procedures and programs for increased transparency

SEE ALSO

> *Community Engagement*
> *Access & Affordability*
> *Supply Chain & Procurement Practices*

Community Engagement

Interaction and communication with community members and organizations, customers and other stakeholders in the areas in which NYPA and Canals operate

NYPA and Canals seek to establish and maintain relationships with community stakeholders across New York State, including customers, stakeholders in historically underserved communities and elected officials.

We are committed to ensuring the areas in which we operate have access to clean, renewable energy that creates jobs and continues to foster a green economy. These community engagement efforts are aligned with our mission and values, as well as VISION2030 and CLCPA's goal to drive decarbonization and a just transition in New York State.

Visitors Centers—*located in Niagara, St. Lawrence, Blenheim-Gilboa and the forthcoming New York Energy Zone in Utica*—and Nature Centers—*including the Nicandri Nature Center in Massena*—serve as educational resources for local communities and tourist attractions that support the local economy.

GOAL 1

Conduct outreach and education and provide programs and services to local communities and key stakeholders

STRATEGIES

- Participate in and support industry conferences and public events to communicate NYPA and Canals' goals to the greater community
- Establish relationships and communicate regularly with community leaders, providing updates on NYPA and Canals' programs and relevant legislation
- Collaborate across NYPA business units to develop programs that address specific community needs
- Expand outreach and education to increase awareness of NYPA and Canals' programs and their benefits to the community

INITIATIVE SPOTLIGHT

SUSTAINABILITY ENGAGEMENT AND EDUCATION

NYPA is dedicated to increasing public awareness around sustainability and climate change, promoting sustainable practices and encouraging the adoption of clean energy technologies. Business units collaborate to provide a variety of programs that meet community needs. These include educational tours of NYPA visitors and nature centers, STEM camps, classes for school groups on topics such as biodiversity and pollinators, and public events such as EV ride and drives.

NYPA also partners with training institutions and industry groups to promote organizational and New York State climate and sustainability initiatives.

GOAL 2

Engage with and support historically underserved communities located near NYPA facilities and contribute to New York State's just transition

STRATEGIES

> Foster open and proactive dialogue with EJ communities to broaden relationships with stakeholders

> Catalyze STEM learning opportunities for EJ communities to foster pathways for training and workforce development in the utility industry

> Deliver community energy literacy programs for adults, community educators and teachers

> Develop energy efficiency, clean energy and electrification demonstration projects

Environmental Justice (EJ) at NYPA is driven by a commitment to be a good neighbor to historically disadvantaged and marginalized communities located near our statewide facilities, assets and programs *(four-mile radius in an urban area, 10-mile radius in a rural area)*.

INITIATIVE SPOTLIGHT

ENVIRONMENTAL JUSTICE COMMUNITY VOLUNTEER CORPS

NYPA aims to create an enterprise-wide employee service program dedicated to racial justice through our clean energy business programs, such as community solar, and energy efficiency work in environmental justice communities.

This public service initiative provides the opportunity for employees to share their skills and expertise in diverse host communities and for local residents to engage directly with employees.

INITIATIVE SPOTLIGHT

FUTURE ENERGY LEADER PROGRAMS

NYPA's Ten-Point Diversity, Equity and Inclusion Plan includes a focus on supporting communities of color through a partnership with the American Association of Blacks in Energy (AABE).

Programs are designed to broaden NYPA's community-based STEM, student internship and mentorship programs to increase the pipeline of diverse utility and clean energy workers.

- **P-TECH Scholars Program:** The Pathways in Technology Early College High School (P-TECH) Program enables students located in historically under-resourced schools to begin their college and professional lives with more support than the typical school-to-work pathway. As an industry partner, NYPA selects public schools near our facilities. Students follow a utility-focused curriculum enhanced by mentorships, career centered events, paid internships and job shadowing to earn an associate degree at no cost. NYPA aims to establish 10 P-TECH partnerships by 2025.
- **The NYPA Future Energy Leader Scholarship:** NYPA will award 20 annual regional scholarships to high school students residing in historically disadvantaged communities near NYPA assets, for pursuit of energy-related STEM degrees.

GOAL 3

Build and sustain relationships with local, state and other government officials, and educate key stakeholders on NYPA and Canals programs

STRATEGIES

> Communicate regularly with key stakeholders to gain support for NYPA and Canals projects

> Develop a federal-level legislative tracking program to serve as a resource for managing NYPA's interests in Washington D.C., to be modeled after existing state-level legislative programming

GOAL 4

Enhance customer relationships and serve as a trusted energy advisor through frequent customer engagements

STRATEGIES

> Engage customers and key stakeholders at the community, New York State and vendor levels in supporting NYPA's environmental, social justice and economic objectives

> Expand customer engagement methods and programs, with a goal of 600 touchpoints per month, to reinforce NYPA's position as trusted energy advisor

INITIATIVE SPOTLIGHT

CUSTOMER ENGAGEMENT PROGRAM

NYPA has a robust customer engagement program that targets 600 customer touchpoints per month. Key initiatives reinforcing NYPA's end-to-end customer offerings include:

> **Customer Digital Experience (CDEx):** Creates a best-in-class, easy-to-navigate digital experience for NYPA customers via a collaborative roadmap that is regularly updated with customer input. Implemented and planned initiatives include a customer portal, energy efficiency project dashboards, billing enhancements, integrations with NY Energy Manager, a CRM transformation project and more personalized customer communications.

> **Voice of Customer (VoC):** Allows NYPA to systematically and routinely solicit, disseminate and act on feedback from customers and identify key drivers of customer satisfaction—targeting more than a 10% improvement in customer satisfaction by 2030.

> **Customer-First Sales Enablement:** Supports a customer-first approach by creating a new products and services website to show all product offerings, providing resources and information through targeted marketing campaigns, collateral, digital assets and videos, and leveraging data to drive deeper customer partnerships.

> **Account Plans and Executive Contact Programs:** Engages the largest, most strategic customers on their needs and planning processes in environmental, social justice and economic areas.

SEE ALSO

> *Diversity, Equity & Inclusion*

> *Access & Affordability*

Access & Affordability

Affordability and accessibility of services across customer types in the communities in which NYPA operates

We support New York State's vision for a just and equitable energy transition, as outlined in the CLCPA. NYPA's low-cost power supports all customers, including municipal and rural cooperatives. Access to affordable energy and energy services bolsters community livelihoods and facilitates economic development.

Our efforts to provide low-cost, carbon-free and accessible energy services include:

- Providing consulting services on energy efficiency, distributed energy resources and electric transportation
- Implementing turnkey energy efficiency, solar and electric transportation projects-
- Installing charging infrastructure in public locations to support EV adoption

As part of our commitment to access and affordability, NYPA is making the following investments:

- Up to $3 billion in financing for energy efficiency projects at customer facilities by 2030:
  - $1.9 billion for the Southeast New York Governmental Services Program
  - $1.1 billion for the Statewide Energy Services Program
- $550 million of third-party investment in customer sited renewables by 2025, 40% of which will be sited in low- to moderate-income (LMI) communities
- Over $100 million in electric vehicle charging infrastructure across all 10 Regional Economic Development Councils by 2025, as part of **EVolve NY**

GOAL 1

Provide low-cost power to support the economic development, resiliency and reliability of municipal and rural cooperatives and the communities they serve

STRATEGIES

> Encourage participation in the Technology & Innovation Task Force and 1 Mil Adder fund, and provide assistance in identification of energy efficiency, renewable energy and other clean technologies

> Stimulate technology and business innovation through technology demonstrations, such as the electric bucket truck program

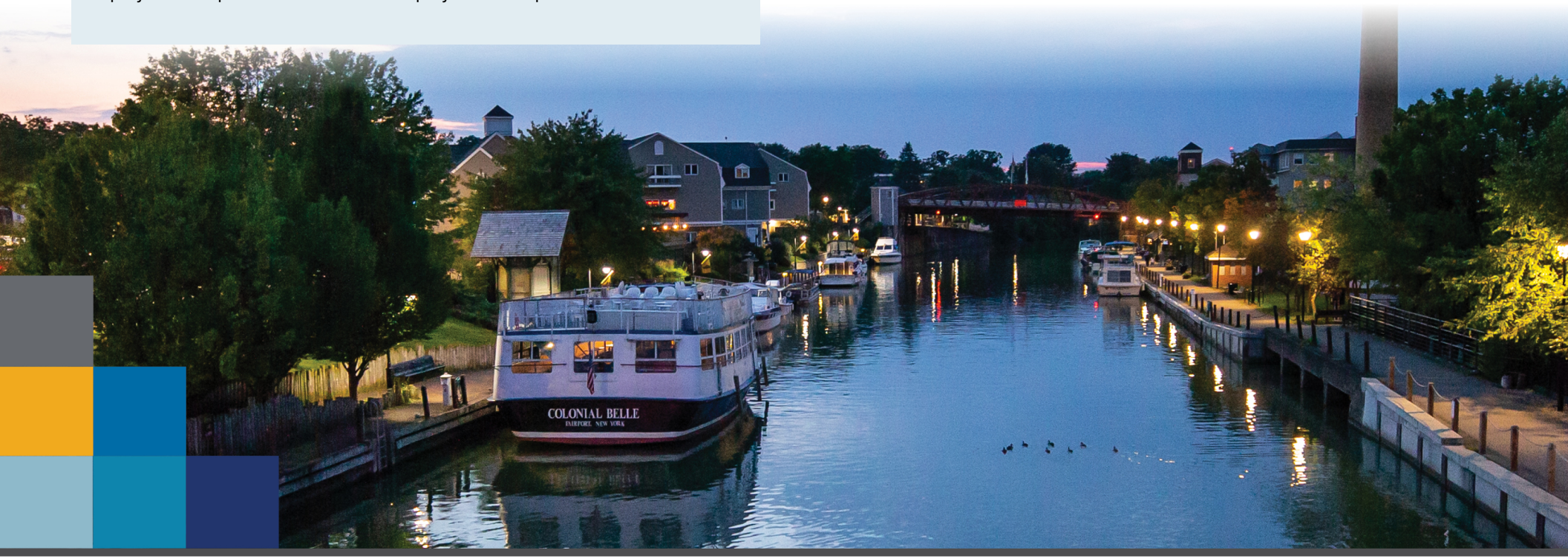
> Participate in a Joint Implementation Task Force, meeting regularly to track projects and provide assistance with project development for all customers

INITIATIVE SPOTLIGHT

INDUSTRIAL ECONOMIC DEVELOPMENT PROGRAM (IEDP)

Created in 1991 to optimize low-cost hydropower for economic development purposes, IEDP is an incentive for companies to locate in the marketing/ franchise area of a municipal or rural electric cooperative. New and existing businesses planning expansion must demonstrate their long-term commitment to job creation and development or expansion of a facility.

As of 2021, the program has created or maintained approximately 15,000 jobs—6,000 supporting 22 electric utility customers and more than 9,000 established through 38 municipal or rural electric cooperative customers receiving low-cost power.



GOAL 2

Implement energy efficiency projects to reduce energy use and associated costs, as well as GHG emissions, in communities in which NYPA operates

STRATEGIES

> Provide $1.5 billion over five years in financing for energy efficiency programs

> Support 68 state agencies in achieving 11 TBtu savings by 2025 as part of BuildSmart 2025

> Convert 500,000 streetlights to light-emitting diodes (LEDs) by 2025 through Smart Streetlighting NY

> Provide advisory services and use of NY Energy Manager to assist customers in identifying opportunities for energy and cost savings

> Aid customers through the Energy Implementation Task Force in the development of new energy efficiency projects

INITIATIVE SPOTLIGHTS

SMART STREET LIGHTING NY

NYPA aims to convert 500,000 streetlights to energy-efficient LED lights across New York State by 2025. The streetlights will be outfitted with SMART controls that provide programmable dimming capabilities, energy metering, fault monitoring and additional tools for emergency services such as on-demand lighting level adjustments. LEDs achieve significant energy and cost savings. They also improve light quality which can lead to a reduction in crime and pedestrian and vehicle accidents, as well as support economic development opportunities for the local community.

BUILDSMART 2025: STATEWIDE

New York State has a target to reduce energy use by 185 TBtu by 2025, from a FY 2014-2015 baseline. BuildSmart 2025 directs state agencies and authorities to lead by example in this effort and reduce energy use by a total of 11 TBtu by 2025, with each organization allocated a portion of the total. The program applies to buildings 5,000 square feet and larger and incorporates energy reductions achieved from 2015 to 2020 under BuildSmart NY. NYPA is responsible for coordinating statewide efforts to deliver on this 11 TBtu goal.

GOAL 3
Provide customers affordable access to clean energy by increasing uptake of solar

STRATEGIES

> Leverage the Clean Energy Advisory Services team and Clean Energy Master Plans to make the business case for solar installations

> Support permitting and interconnection, conduct initial design of systems and support price negotiations

> Support customers in hosting and anchoring community solar projects for their constituents and stakeholder communities

GOAL 4
Promote adoption of EVs by developing charging infrastructure for government and public transport fleets, and the general public

STRATEGIES

> Offer EV charging infrastructure advisory services to customers

> Support installation of charging infrastructure for governmental customers through procurement, technical advisory services and construction management

> Provide master planning to transit agencies for bus procurement, charging infrastructure planning and workforce re-skilling, in partnership with NYSERDA

> Advance state policy to enable adoption of electric transit buses

> Install, own and operate DC fast charging network to provide access to fast charging infrastructure throughout New York State

> Raise awareness of the benefits of driving EVs through outreach and education

INITIATIVE SPOTLIGHT

EVOLVE NY

NYPA is building a network of fast, affordable and reliable public charging stations to increase adoption of EVs. Under this program, NYPA is investing over $100 million to install fast charging stations in key locations along major highways and at airports. Fast chargers are also being installed in municipal parking lots in downtown commercial revitalization areas to support the development of ten regional economic development zones.

SEE ALSO

> *Climate Change & GHG Emissions*
> *Energy Reliability*
> *Diversity, Equity & Inclusion*
> *Community Engagement*

Economic Development

Creation of more resilient communities and promotion of economic growth and local employment

Economic development at NYPA focuses on helping New York State's economy thrive by supporting its commerce, industry and communities with programs that drive capital investment and create jobs.

NYPA offers low-cost and renewable hydropower to support qualifying businesses and nonprofits in the Niagara region (Western New York Hydropower), counties near the St. Lawrence-Franklin D. Roosevelt Power Project (Preservation Power) and throughout the state (ReCharge NY). These programs are made available through a collaboration between state and local entities, such as Regional Economic Development Councils, the Empire State Development Corporation and industrial development agencies.

A significant portion of the benefits from our economic development activities flow to disadvantaged communities in the form of environmental value, jobs and capital investment.

COVID-19 RESPONSE

In response to the significant negative and long-term impacts of COVID-19 on New York State's economy, NYPA created the Economic Development Customer Assistance Program (EDCAP), which provides customers with assistance such as extended payment terms and additional hydropower.

NYPA remains committed to strengthening its support of New York State's economy, through times of hardship, unpredictability and prosperity.

GOAL 1

Support NYPA's economic development customers in achieving their energy and decarbonization goals, while also supporting their sustainable economic growth

STRATEGIES

> Offer low-cost hydropower and other incentives to eligible businesses and non-profits that commit to job retention/creation and capital investment in New York State

> Seek opportunities to promote new energy technologies and business innovations that will foster a clean energy economy

INITIATIVE SPOTLIGHTS

GREEN JOBS

NYPA is committed to supporting the development and retention of Green Jobs, with the target of developing 200 jobs by 2021. Green Jobs are any type of business role that produces goods and provides services that benefit the environment or conserve natural resources. These goods and services include research and development, installation and maintenance services related to:

> Renewable energy

> Energy efficiency

> Greenhouse gas and pollution reduction and removal

> Recycling and reuse

> Natural resources conservation

> Environmental education and training, compliance and public awareness

RECHARGE NY

Introduced in 2011, ReCharge NY provides 910 MW of hydro and market power to support economic development in the form of business attraction, expansion and retention across New York State.

Through the ReCharge NY program, qualifying businesses and nonprofits statewide can potentially lower their energy costs by using specially allocated NYPA power which is set aside by the state and the NYPA board for economic support. Companies receiving allocated power have made commitments such as remaining in the state, keeping or growing employment, expanding operations and/or making significant local investments in their businesses.

GOAL 2

Catalyze clean, diverse, inclusive and equitable economic growth in New York State

STRATEGIES

> Ensure economic development benefits from CLCPA implementation, including capital investments and job retention/ creation, flow to disadvantaged communities

> Stimulate clean energy opportunities, such as community solar Community Choice Aggregations (CCAs), for disadvantaged communities

> Ensure a minimum of 15% of the Proceeds fund programs are used to support energy-related projects

GOAL 3

Adaptively reuse Canals infrastructure and land bordering the waterways to improve recreational opportunities in neighboring communities

STRATEGIES

> Encourage private-sector funding as a means to leverage NYPA's investments in Canal revitalization

> Establish regional councils and a technical advisory council, to serve as channels for communication with stakeholder groups about Canal operations, economic development and resilience

> Invest in economic development projects that enhance water recreation, celebrate historic canal structures and develop canalside attractions

> Tie Canals' economic development efforts to recreational opportunities along the Empire State Trail

GOAL 4

Adaptively repurpose and reuse Canals infrastructure and land bordering the waterways to create economic opportunities for neighboring communities

STRATEGIES

> Develop a policy framework to increase public fishing rights access along Lake Ontario tributaries

> Identify opportunities for using Erie Canal infrastructure to expand irrigation for Western New York farms

INITIATIVE SPOTLIGHT

REIMAGINE THE CANALS

The *Reimagine the Canals* initiative celebrates historic canal structures, develops canalside attractions and activities, adaptively reuses canal infrastructure, and implements operational improvements to decrease cost and generate revenue.

Key projects to be developed and constructed by 2025 include:

> **Guy Park Manor:** a site being fully rehabilitated and reborn as a hospitality destination along the Mohawk River in Amsterdam, with a new pedestrian bridge to provide access to the Empire State Trail

> **Canastota Pocket Neighborhood:** developing a canalside pocket neighborhood at a former industrial property along the Old Erie Canal

> **Brockport Loop Pedestrian Bridge:** constructing a new pedestrian bridge to connect SUNY College at Brockport to the Empire State Trail

> **Cayuga Watercourse:** a new water sports course that will use existing canal infrastructure to control water flows

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Governance

Enterprise Risk & Resilience

The identification, assessment, mitigation, monitoring and reporting of risks and impacts related to NYPA and Canals' activities, and the incorporation of risk management strategies to enhance enterprise resilience, including plans for emergencies and disasters, into both long-term planning and day-to-day operations

In alignment with VISION2030, we consolidated risk and resilience into one department to ensure resilience strategies effectively address and mitigate risks to NYPA and Canals, and to better prepare for a more distributed and uncertain operating environment.

NYPA and Canals' risk management and resilience efforts are a shared responsibility amongst all stakeholders. To protect and enhance the value we bring to New York State, we are implementing a governance framework and a system that provide transparency and visibility across the organization to ensure all leaders and personnel are equipped to identify typical and atypical emergent threats, understand risk/reward tradeoffs, develop mitigations in alignment with our risk appetite, undertake transparent decision-making and escalate challenges through numerous oversight functions.

In support of a forward-leaning, risk- and resilience-aware organizational culture, our approach leverages recurring touchpoints with the Board of Trustees and the Finance & Risk Committee, the EMC, the Executive Risk Management Committee and the NYPA Secure & Resilient Committee to validate and inform program frameworks, risk appetites, objectives and priorities. The tone set by our leadership and oversight bodies is cascaded across all echelons of the organization to enhance decision-making and minimize unnecessary risk.

GOAL 1

Protect and enhance the value of NYPA and Canals through effective risk management

STRATEGIES

> Integrate risk management across the organization to ensure risks are effectively identified, assessed, mitigated and monitored

> Continue to operationalize a robust risk governance structure and escalation path, inclusive of board oversight

> Support the development of a risk culture through training, participation in governance committees and transparent risk reporting

> Provide NYPA and Canals and our stakeholders with greater visibility into the organizations' risk profile and potential impacts

> Ensure broad participation in Executive Risk Management Committee meetings

GOAL 2

Ensure ESG-related issues are integrated in enterprise risk management processes and ESG-related risks are effectively measured and managed

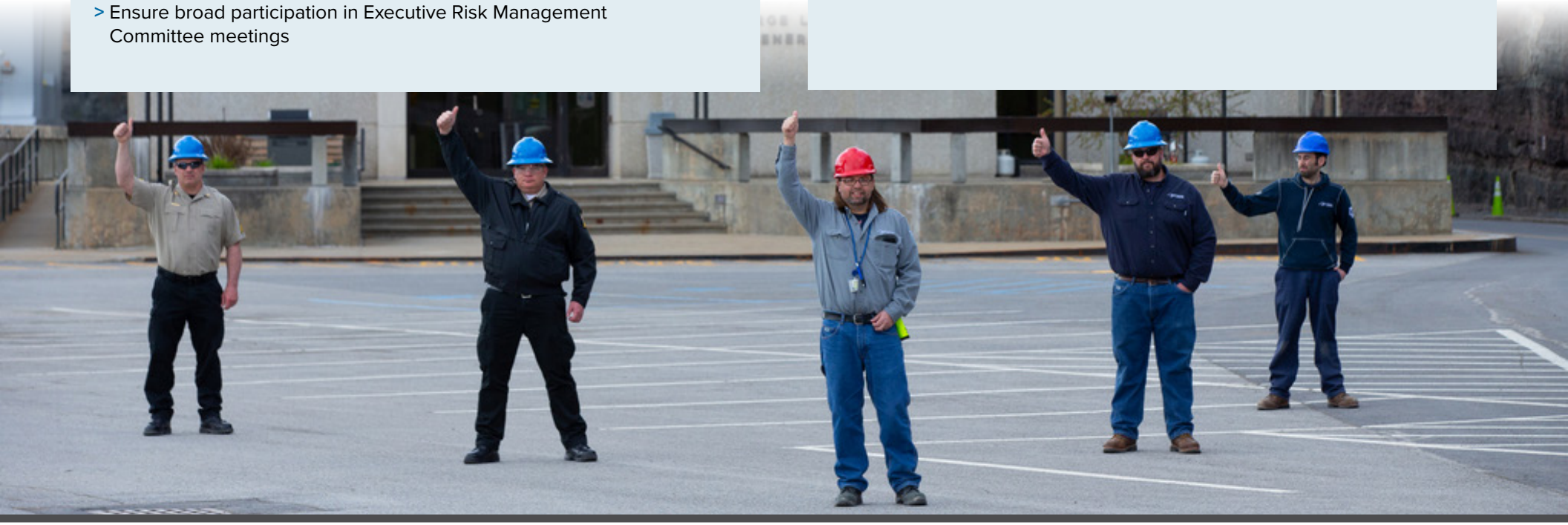
STRATEGIES

> Conduct annual review of existing risk registers, evaluation criteria, and management systems and programs to determine gaps in ESG coverage

> Provide effective challenge to ESG integration requirements and action planning

> Integrate ESG content into regular Enterprise Risk Management (ERM) reviews and engagements

> Ensure ESG issues are considered when evaluating new projects



GOAL 3

Embed resilience into NYPA's culture and collaborate with industry stakeholders to prepare for a more uncertain operating environment

STRATEGIES

- Implement processes for risk identification and mitigation, such as horizon scanning, scenario planning, threat analysis and vulnerability assessments
- Provide awareness and training to educate personnel on risk and resilience programs, processes and leading practices
- Work with regulators and industry to influence future mandatory reliability standards
- Develop and maintain partnerships with key industry and New York State entities to improve capabilities
- Participate in committees with industry partners to further NYPA's strategic position and showcase operational process efficiencies

AllWays Resilient

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INITIATIVE SPOTLIGHT

ALLWAYS RESILIENT

To foster a resilience-aware culture, in 2020 NYPA launched its multi-year "AllWays Resilient" campaign featuring weekly FYIs, newsroom stories, fireside chats and panel interviews covering a range of resilience topics.

Regulatory Management & Compliance

Management and compliance with relevant federal, New York State and local environmental and socioeconomic laws and regulations

As the nation's largest state-owned public utility, NYPA is committed to ensuring all corporate and business unit policies, procedures and practices comply with the federal and state statutory, regulatory and industry requirements.

Beyond ensuring consistent compliance with current regulations as required by law, we are dedicated to monitoring future regulatory advancements by remaining proficient on relevant energy market issues that impact the implementation of renewable energy resources and transmission construction.

NYPA also actively participates in NYISO, PJM Interconnection LLC (PJM) and New York State's Transmission Owners (NYTO) meetings, when appropriate, to:

> Advocate for clean energy and smart transmission construction

> Assess opportunities to incorporate cost of carbon into energy prices

> Develop and implement equitable cost recovery mechanisms to allocate the costs of achieving a green new grid

GOAL 1

Remain up-to-date and proficient on statutes, regulations and standards applicable to NYPA and Canals and affecting employees and stakeholders

STRATEGIES

> Conduct advocacy, oversight and engagement with stakeholders across the organization to further NYPA and Canals' mission and strategy

> Actively participate in and monitor federal and state statutory and regulatory proceedings

GOAL 2

Develop and maintain H&S policies and procedures that describe expectations and accountability for compliance

STRATEGIES

> Participate in forums involving H&S topics, such as Power Apparatus, Mechanical Apparatus and Safety Administrator Committees

> Provide technical assistance in the review, interpretation and application of statutes, regulations and other standards relevant to H&S

> Monitor developments and changes to H&S rules and regulations and advise and support business units and operating projects

> Develop and implement site-specific H&S work procedures using applicable statutes, regulations, industry standards and corporate policies

> Ensure appropriate training of employees in accordance with applicable regulations and conduct safety meetings to bring awareness of safety issues to employees

GOAL 3

Develop and maintain environmental policies and procedures in alignment with relevant laws and regulations

STRATEGIES

> Conduct environmental reviews of proposed NYPA and Canals actions in accordance with state and federal laws and regulations, and NYPA and Canals' policies, procedures and environmental commitments

> Gain environmental licenses, permits and authorizations for new projects or expansions of existing facilities

GOAL 4

Ensure adherence to all applicable NERC Reliability Standards and promote an assertive and robust culture of compliance across NYPA through the Reliability Standards and Compliance Program

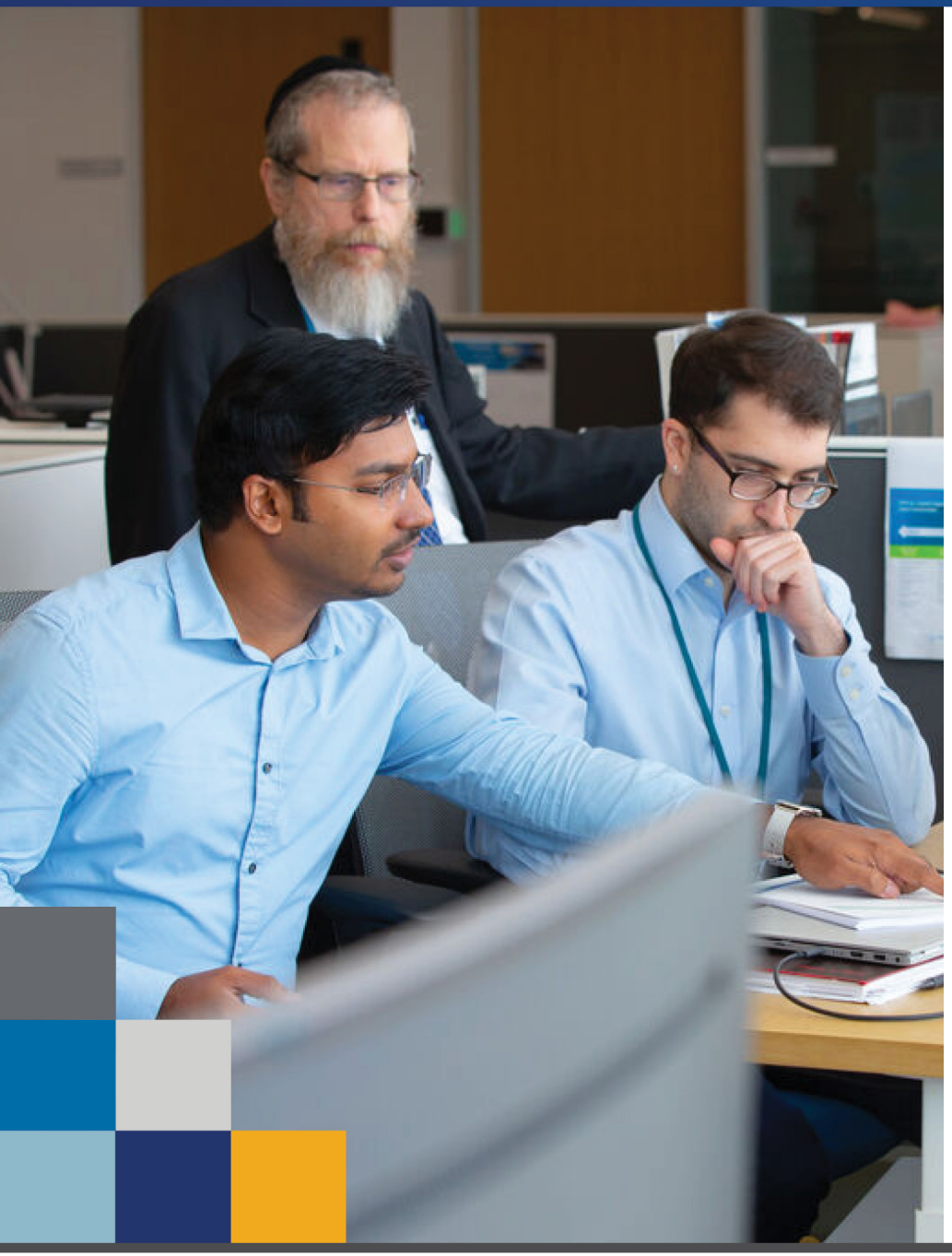
STRATEGIES

> Ensure the active participation of key executives, designated as program stakeholders, in compliance with policies and procedures

> Comply with all applicable Reliability Standards established by NERC and the NPCC, pursuant to NYPA's registrations under NERC's functional model

> Align internal compliance programs with NERC's Risk-Based Compliance Monitoring and Enforcement Program and monitor changes to ensure future compliance

> Facilitate broad compliance program awareness and participation across the organization



GOAL 5

Strengthen internal controls across the organization to improve business performance and protect NYPA and Canals from risks and compliance gaps

STRATEGIES

> Implement an enterprise-wide internal controls program consistent with the Internal Control Integrated Framework model developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)

> Establish and maintain communication protocols for compliance reporting and standards for the maintenance of compliance evidence

> Evaluate existing business processes to identify any gaps impacting compliance with reliability standards

> Initiate and execute internal improvement plans to mitigate identified gaps/risks

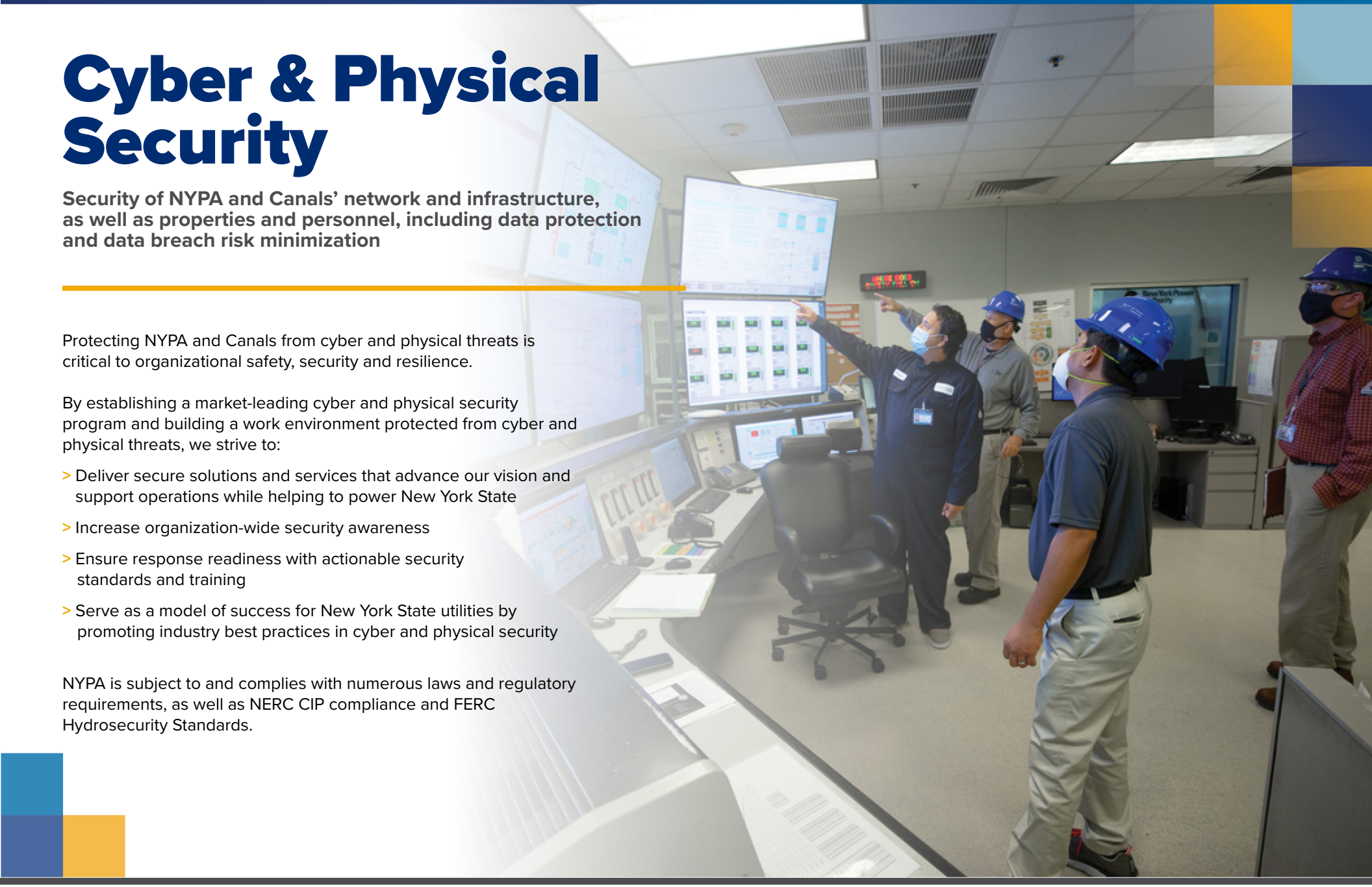
> Implement remediation efforts and develop plan for the policy and procedural program refresh

SEE ALSO

> *Environmental Stewardship*
> *Health & Safety*

Cyber & Physical Security

Security of NYPA and Canals' network and infrastructure, as well as properties and personnel, including data protection and data breach risk minimization



Protecting NYPA and Canals from cyber and physical threats is critical to organizational safety, security and resilience.

By establishing a market-leading cyber and physical security program and building a work environment protected from cyber and physical threats, we strive to:

> Deliver secure solutions and services that advance our vision and support operations while helping to power New York State

> Increase organization-wide security awareness

> Ensure response readiness with actionable security standards and training

> Serve as a model of success for New York State utilities by promoting industry best practices in cyber and physical security

NYPA is subject to and complies with numerous laws and regulatory requirements, as well as NERC CIP compliance and FERC Hydrosecurity Standards.

GOAL 1
Protection of NYPA and Canals' business and operations systems from cyber and physical threats

STRATEGIES

> Implement cyber and physical defense programs to mitigate risk

> Assess, minimize, mitigate and respond to security threats and vulnerabilities

> Provide annual cyber and physical awareness and education programs designed to educate workforce on best practices

> Conduct continual technology defense improvements

> Implement advanced monitoring and detection capabilities

> Identify and minimize potential threats by conducting background screenings of employees, contractors and vendors

> Implement security controls for supply chain risk management in alignment with NERC CIP-013

> Ensure Board of Trustees and senior executives continue to provide management, oversight and communications support to advance security goals and strategies

GOAL 2
Maintain and grow partnerships and collaborations to gain better awareness of trending threats and enhance security of Bulk Electric System (BES)

STRATEGIES

> Develop collaborative pilot projects as part of NYPA's Cybersecurity Center for Excellence

> Participate in industry conferences and information sharing with peers

> Collaborate in information-sharing events and drills with government and industry partners

GOAL 3

Conduct internal drills to test the effectiveness and preparedness of NYPA and Canals' cyber and physical Incident Response Plans

STRATEGIES

- Conduct annual Incident Response Plan (IRP) drills for each NYPA operation site/region in alignment with NERC CIP-008
- Conduct annual IRP drill for Canals
- Ensure Incident Response Team complies with event handling and escalation processes
- Document lessons learned, collect evidence and communicate internally, as needed
- Participate in external drills such as GridEx, FERC information sharing drills, and New York State physical and cyber security drills

SECURITY PARTNERS

- American Public Power Association (APPA)
- Department of Homeland Security Cyber and Infrastructure (DHS/CISA)
- Federal Bureau of Investigation (FBI), state and local law enforcement
- Large Public Power Council (LPPC)
- Multi-State Information Sharing & Analysis Center (MS-ISAC)/ Elections Infrastructure Information Sharing and Analysis Center (E-ISAC)
- New York State Security Working Group (NYS SWG) and Division of Homeland Security & Emergency Services (NYS DHSES)
- North American Electric Reliability Corporation (NERC) and Federal Energy Regulatory Commission (FERC)

Supply Chain & Procurement Practices

Sourcing practices for goods and services and the environmental and social impacts of NYPA and Canals' supply chain

NYPA and Canals aim to manage a sustainable supply chain that reduces the environmental and social impacts of our operations.

Sustainability practices are integrated into the supply chain by embedding sustainability criteria in procurement process, building relationships with suppliers and increasing transparency across the supplier network.

NYPA and Canals seek to comply with state specifications for green purchasing identified in Executive Orders 4 and 18, as well as state policies on diverse firms.

EXECUTIVE ORDER 4 (EO4)

> Establishes an Interagency Committee on sustainability and green procurement
> Directs state entities to implement green procurement practices and sustainability initiatives
> Creates green procurement specifications for products and services

EXECUTIVE ORDER 18 (EO18)

> Prohibits use of state funds to purchase bottled water and requires all executive agencies to report bottled water purchases annually

GOAL 1

Reduce the environmental and social impacts of NYPA and Canals' suppliers

STRATEGIES

> Evaluate how suppliers are measuring, reporting and managing their environmental and social impacts through annual supplier assessments and RFP questionnaires

> Integrate sustainability principles into the procurement process through supplier codes of conduct and procurement policies

> Develop key performance indicators and targets for top suppliers by spend

> Engage suppliers through outreach programs and evaluation processes and drive continuous improvement in sustainable practices

> Integrate evaluation outcomes in performance management scorecards for strategic suppliers

COLLABORATION IN INDUSTRY GROUPS

> **Electric Utility Industry Sustainable Supply Chain Alliance (EUISSCA)**, to advance sustainability best practices and benchmark the environmental and social performance of strategic suppliers through an annual supplier assessment.

> **Natural Gas Supply Collaborative**, to increase transparency in reporting and promote responsible natural gas production and transportation.

> **Electric Power Research Institute (EPRI) SF_6 Program** to test SF_6 alternatives.

> **EPRI and EUISSCA programs** to evaluate renewable energy technologies from a lifecycle perspective.

GOAL 2
Reduce the environmental and social impacts of NYPA and Canals' purchased products

STRATEGIES

> Execute a sustainable procurement policy that identifies environmentally and socially preferable standards and establishes criteria for product selection

> Set targets for the purchase of sustainable products, including products that meet green specifications under EO4

> Develop training programs for NYPA and Canals employees on sustainable procurement practices

> Research replacements for products with large negative social or environmental impacts and, where applicable, conduct product testing and define new purchasing specifications

> Work with suppliers to reduce waste generation through changes to product and packaging design and/or takeback programs

> Assess the lifecycle environmental and social impacts of materials and products purchased

GOAL 3
Increase number of and spend with New York State/local and diverse suppliers

STRATEGIES

> Establish business unit and corporate diversity goals, with KPIs

> Host supplier diversity events, education and training to build capacity and access to diverse firms

> Simplify contract terms and conditions for low-risk projects

> Implement Surety Bonding program to assist state-certified diverse suppliers in obtaining bonding and access to capital

> Expand and launch a formal Mentor Protégé program to encourage and facilitate the participation of diverse firms

> Optimize communications to promote diverse supply chains, including branding, communication roadmaps and messaging

SEE ALSO

> *Diversity, Equity & Inclusion*
> *Community Engagement*

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Appendix

2020 Sustainability Report Metrics

In addition to this Sustainability Plan, we recently published a 2020 Sustainability Report—our first report to align with GRI and SASB frameworks. On this page we list the metrics included in the 2020 Sustainability Report, many of which are required by GRI and SASB.

These metrics provide a foundation for future sustainability reporting, which we plan to build on as our reporting journey progresses.

ENVIRONMENTAL

- Scope 1 GHG emissions
- GHG emissions intensity
- Air emissions of the following pollutants: NOx, SOx, VOCs, particulate matter and hazardous air pollutants (HAP) and percentage of each in or near areas of dense population
- Total electricity generated and percentage by major energy source
- Reduction of energy use across buildings
- Number of employees enrolled in Workplace Charging Program
- Water withdrawal, total and by source
- Water recycled and reused
- Total water consumed
- Number of incidents of non-compliance with water quality and/or quantity permits, standards and regulations
- Acres of habitats protected or restored
- Waste by type and disposal method
- Number of significant spills
- Incidents of non-compliance with environmental laws and regulations

SOCIAL

- Total recordable injury rate
- Total fatality rate
- Near misses
- Employee DART rate (Days Away, Restricted or Transferred)
- Number of tailgate safety talks
- Number of safety walkdowns
- Hours of training per year per employee
- Percentage of employees receiving regular performance and career development reviews
- Percent of employees covered by collective bargaining agreements
- Diversity of governance bodies and employees
- Number of commercial customers served
- Customer electricity savings from efficiency measures by market in MWh
- BuildSmart 2025—TBtu conserved
- Capital investment commitment of economic development customers
- Jobs created/retained commitment of economic development customers

GOVERNANCE

- Noncompliance with laws and regulations in the social and economic area
- Amount of legal and regulatory fines and settlements associated with allegations of violations resulting from interactions with utility commission
- Substantiated complaints concerning breaches of customer privacy and losses of customer data
- Proportion of spending on local suppliers
- Percentage of new suppliers screened using social and environmental criteria in high impact procurements
- Total number of suppliers assessed for social and environmental impacts
- Percent of NYPA and Canals' total identified minority- and women-owned business enterprise spend with New York State certified suppliers
- Percent of NYPA and Canals' total identified service-disabled veteran-owned business spend with New York State certified suppliers

Glossary

A

AABE—American Association of Blacks in Energy

AGILe—Advanced Grid Innovation Lab for Energy

AMO—Asset Management Objectives

APPA—American Public Power Association

B

BES—Bulk Electric System

C

Canals—New York State Canal Corporation

CCA—Community Choice Aggregations

CDEx—Customer Digital Experience

CEO—Chief Executive Officer

CLCPA—Climate Leadership and Community Protection Act

COSO—Committee of Sponsoring Organizations of the Treadway Commission

D

DART—Days Away, Restricted or Transferred

DEI—Diversity, Equity and Inclusion

DER—Distributed Energy Resources

DHS/CISA—Department of Homeland Security Cyber and Infrastructure

E

E-ISAC—Elections Infrastructure Information Sharing and Analysis Center

EDCAP—Economic Development Customer Assistance Program

EJ—Environmental Justice

EMC—Executive Management Committee

EO—Executive Order

EPRI—Electric Power Research Institute

ERG—Employee Resource Group

ERM—Enterprise Risk Management

ESG—Environmental, Social and Governance

EUISSCA—Electric Utility Industry Sustainable Supply Chain Alliance

EV—Electric Vehicle

F

FBI—Federal Bureau of Investigation

FERC—Federal Energy Regulatory Commission

FY—Fiscal Year

G

GHG—Greenhouse Gas; additional scopes and emissions referenced include:

- > **CH_4**—Methane
- > **CO_2**—Carbon dioxide
- > **HFC**—Hydrofluorocarbons
- > **N_2O**—Nitrous oxide
- > **NF_3**—Nitrogen trifluoride
- > **PFC**—Perfluorocarbons
- > **SF_6**—Sulfur hexafluoride

GRI—Global Reporting Initiative

G&T—Generation & Transmission

GW—Gigawatt

H

H&S—Health and Safety

HVAC—Heating, ventilation and air conditioning

I

IEEE—Institute of Electrical and Electronics Engineers

IEDP—Industrial Economic Development Program

IPCC—Intergovernmental Panel on Climate Change

IRP—Incident Response Plan

ISO—International Organization for Standardization

IVM—Integrated Vegetation Management

K

KPI—Key Performance Indicator

kW—Kilowatt

L

LED—Light-emitting Diode

LEM—Life Extension and Modernization

LMI —Low- to Moderate- Income

LPPC—Large Public Power Council

M

MS4—Municipal Separate Storm Sewer System

MS-ISAC—Multi-State Information Sharing & Analysis Center

MW—Megawatt

MWBE—Minority- and Women-Owned Business Enterprises

N

NERC—North American Electric Reliability Corporation

- **NERC CIP**—NERC Critical Infrastructure Protection
- **NERC O&P**—NERC Operations & Planning

NFPA—National Fire Protection Association

NIOSH—National Institute for Occupational Safety and Health

NPCC—Northeast Power Coordinating Council, Inc.

NYISO—New York Independent System Operator

NYPA—New York Power Authority

NYSDHES—New York State Division of Homeland Security & Emergency Services

NYSERDA—New York State Energy Research and Development Authority

NYSPESH—New York State Department of Labor Public Employee Safety and Health Bureau

NYSSWG—New York State Security Working Group

NYTO—New York State's Transmission Owners

O

OCRI—Office of Civil Rights & Inclusion

OSW—Offshore Wind

P

P-TECH—Pathways in Technology Early College High School

PJM—PJM Interconnection LLC

PPTP—Public Policy Transmission Planning

PSC—Public Service Commission

PTP—Priority Transmission Project

PV—Photovoltaics

R

REC—Renewable Energy Certificates

ROW—Rights of Way

S

SAC—Sustainability Advisory Council

SASB—Sustainability Accounting Standards Board

SCPP—Small Clean Power Plants

SDVOB—Service-Disabled Veteran-Owned Businesses

STEM—Science, Technology, Engineering and Mathematics

T

TBtu—Trillion British Thermal Units

TCFD—Task Force on Climate-Related Financial Disclosures

TCR—The Climate Registry

TLEM—Transmission Life Extension and Modernization

V

VOC—Voice of Customer

Z

ZEC—Zero Emissions Credits

ZEV MOU—Zero Emission Vehicles Memorandum of Understanding

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NY Power Authority | Canal Corporation

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Exhibit B
March 30, 2021

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2020 SUSTAINABILITY REPORT

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A Note From Our Chairman

IN THIS TIME OF UNPRECEDENTED UNCERTAINTY AND DISRUPTION, Environmental, Social and Governance (ESG) issues are central to financial recovery and growth. Individually and collectively, they have a profound impact on all aspects of a business, its people and its operating ecosystem—including the natural environment and the economic infrastructure. In this still new century, sustainability is more than a responsible practice, it is a competitive advantage. It says who we are and what we will achieve going forward.

We, therefore, believe it is critically important for ESG to become even more central to NYPA's strategy and mission, and, consequently, have made it a foundational pillar of VISION2030. Our ESG commitments and investments will enhance engagement with our stakeholders and increase our business resilience.

NYPA is playing a key role in transforming how energy is generated and transmitted in New York State. Our efforts align with the Intergovernmental Panel on Climate Change's (IPCC) goal to achieve climate stabilization at 1.5 °C. We are helping to implement the New York State Climate Leadership and Community Protection Act (CLCPA) and facilitate a just transition to a carbon-free, economically vibrant New York State.

This Sustainability Report, and NYPA's 2021-2025 Sustainability Plan, are important next steps that demonstrate NYPA's commitment to building a more sustainable business that will, in turn, support New York State's ambitious climate agenda.

An integral component of this effort is strong governance with well-established policies, practices and controls to guide our sustainability efforts. Our inclusive sustainability governance framework applies to every level of our organization and is designed to ensure accountability for our actions and performance.

JOHN R. KOELMEL
Chairman

EUGENE L. NICANDRI
Vice Chairman

MICHAEL BALBONI
Trustee

TRACY B. MCKIBBEN
Trustee

ANTHONY J. PICENTE, JR.
Trustee

DENNIS TRAINOR
Trustee

At the Board level, our ESG commitments include:

> Leading and guiding the management of ESG strategy and goal setting

> Supporting our governance of ESG-related issues, including managing committees focused on risk and resilience to further embed ESG into our operations

> Ensuring the achievement of goals identified in the Sustainability Plan

> Reinforcing corporate accountability around setting, monitoring, evaluating and achieving our sustainability goals

Climate change is one of the most important challenges of this era and a strong ESG foundation will support our efforts to create a new energy future for the people, communities and businesses of New York State.

JOHN R. KOELMEL
Chairman

Planning for a Better Future

NEW YORKERS ARE TOUGH, INNOVATIVE AND thoughtful. We look to the future, dream about what could be and take the steps to make it happen.

But don't take my word for it.

A small sample of our state's inspiring narrative of leadership over roughly the past 175 years reveals a series of historical turning points: Elizabeth Cady Stanton and Lucretia Mott championing the women's rights movement in Seneca Falls; Thomas Edison and Nikola Tesla electrifying the world; the modernization of labor laws after the Triangle Shirtwaist Factory fire in Manhattan, and the emergence of the national environmental movement in the Hudson Valley.

NYPA's focus on sustainability, or ESG, builds on this history of commitment and perseverance. It is a foundational pillar of VISION2030, our recently introduced 10-year strategic plan.

VISION2030 will enable us to help bring about a thriving, resilient New York State powered by clean energy. To achieve this vision, we are advancing the nation's most ambitious climate targets and setting some of the boldest ESG goals of any U.S. government-owned utility.

This Sustainability Report outlines our approach to ESG, which guides our long-term business investments and plays a crucial role in the growth and development of our organization. We are committed to using the *Global Reporting Initiative* (GRI) and the *Sustainability Accounting Standards Board* (SASB) reporting frameworks to strengthen disclosures and our accountability to stakeholders.

The following pages highlight our sustainability efforts in 2020 and into 2021, including:

> Releasing **NYPA and Canals' Sustainability Plan**, an implementation document complementing this report and providing deeper insight into the actions we are taking to advance sustainability efforts through 2025

> Announcing a **2035 target for eliminating carbon emissions** from our natural gas portfolio, a significant step toward meeting the state's goal of a carbon-free power system by 2040

> Financing hundreds of millions of dollars of **customer energy efficiency** and **clean energy** projects

> Supporting **400,000 jobs across New York State** through economic development programs, including a financial relief program introduced at the start of the COVID-19 pandemic

> Introducing our **Ten-Point Diversity, Equity and Inclusion (DEI) Plan** to support the development, retention, promotion and engagement of a diverse workforce; empowerment of diverse suppliers; and forging of science, technology, engineering and mathematics (STEM) partnerships to build a pipeline of energy workers in environmental justice communities

> Funding a **$300 million *Reimagine the Canals* initiative** to revitalize the Erie Canal corridor as a prime tourism and recreation destination, while boosting economic development and environmental resilience

The next decade will be exciting and productive for NYPA and Canals. We will use our innovative talent, visionary strategies, industry-leading ambition and "New York Tough" mindset to pursue decarbonization, foster economic growth and create an ESG blueprint for others to follow.

Everything we do will be shaped by the sustainability goals and organization-wide commitments detailed here. This will be a collaborative effort, and we will keep our communities and stakeholders fully updated on our progress as we move forward together toward a cleaner, brighter future.

GIL C. QUINONES
President and
Chief Executive Officer

Our 2020 ESG Impact "At a Glance"

ENVIRONMENTAL

$1.2 BILLION
issued in long-term bonds—including nearly **$800 million** in Green Bonds—for planned capital projects

Advanced construction of **33 MW** of distributed solar, planned to become operational in 2021

>80% of the electricity NYPA produces is **clean renewable hydropower**

Established target to achieve **zero** carbon electricity generation by 2035, **five years** ahead of the CLCPA target

Began construction on a transmission project to supply **900 MW** of renewable energy

SOCIAL

400,000+
jobs created or retained in New York State through **economic development programs**

Helped customers save a total of **212,196 MWh** in electricity through **energy efficiency measures** (2018-2020)

60%
Reduction in DART rate at NYPA sites between 2018 and 2020

Introduced our **TEN-POINT DIVERSITY, EQUITY AND INCLUSION PLAN**

Awarded the **Forbes Best Mid-Size Employer** distinction in 2018, 2019 and 2021

Launched the $300 million ***Reimagine the Canals* initiative** to adaptively repurpose the New York Canal System

GOVERNANCE

Announced a new collaboration to establish a first-of-its-kind **CYBERSECURITY CENTER FOR EXCELLENCE**

Deployed an **Enterprise Governance, Risk and Compliance System**, offering ongoing risk monitoring capabilities

The majority of our spend was with **New York State** suppliers

ABOUT US

About the New York Power Authority

The New York Power Authority (NYPA) has its main administrative office in White Plains, New York and is America's largest state-owned electric utility. More than 80% of the electricity NYPA produces is clean renewable hydropower.

NYPA's power customers include:

> Large and small businesses

> Not-for-profit organizations

> Community-owned electric systems

> Rural electric cooperatives and government entities

> New York State wholesale electricity market, administered by the New York Independent System Operator (NYISO)

NYPA is a corporate municipal instrumentality of New York State that serves the public without the use of tax revenue or state credit. We finance construction of our projects through bond sales to private investors and repay bondholders with proceeds from our operations.

About the New York State Canal Corporation

The New York State Canal Corporation (Canals) is a subsidiary of NYPA.[1]

The New York State Canal System includes four historic canals: Erie, Champlain, Oswego and Cayuga-Seneca. Spanning 524 miles, the waterway links the Hudson River with the Great Lakes, the Finger Lakes and Lake Champlain. The canals form the backbone of the Erie Canalway National Heritage Corridor and connect hundreds of unique and historic communities.

[1]Throughout this document, "NYPA and Canals" refers to both to the New York Power Authority and its subsidiary, the New York State Canal Corporation. Organization-specific focus areas, goals and strategies are indicated, where relevant.

FAST FACTS

2,400+
employees

- **1,973**
  NYPA employees
- **463**
  Canals employees

1,400+
customers

16
generating facilities that produce up to 25% of New York State's power

1,454
circuit-miles of transmission lines

500+
miles of Canal waterways

80,000+
acres of owned and managed water and land

About This Report

This Sustainability Report details our environmental, social and governance (ESG) performance and progress toward achieving the goals, strategies and targets outlined in our **2021-2025 Sustainability Plan**. This report is a key element of the ESG foundational pillar of our VISION2030 strategic plan. It has been designed to respond to our stakeholders' present and future expectations, communicate our ESG performance and hold us accountable in leveraging sustainability for long-term value creation.

We believe in reporting our ESG progress and doubling down on our commitments. This report provides the platform to transparently communicate and disclose performance in alignment with leading ESG reporting and disclosure frameworks and standards.

> This report was prepared in accordance with the **Global Reporting Initiative (GRI) Standards Core option**

> Our disclosures are aligned with the **Sustainability Accounting Standards Board (SASB) Electric Utilities Standard**

> We highlight our alignment with and contributions to the **United Nations Sustainable Development Goals (UN SDGs)**

> We have also included our approach to integrating the **Task Force on Climate-related Financial Disclosures (TCFD)**, and plan to further expand our disclosures in future years as our reporting journey progresses.

To reinforce our commitment to sustainability performance, disclosure and reporting, we have the ambition to become among the first U.S. utilities and government entities to issue an integrated report. We plan to release our first integrated report as part of the 2022 reporting cycle.

Our sustainability commitments are established and integrated into our corporate strategy, management and oversight approach, with our Executive Management Committee (EMC) and Board of Trustees reviewing and approving the publication of this report.

This report includes data from NYPA and Canals' owned and operated facilities and assets. Data estimations, exclusions and additions are noted, where applicable.

We aspire to respond to all stakeholder inquiries about our sustainability strategies, activities and performance, and invite you to share your questions, thoughts and suggestions with us. Contact us at **sustainability@nypa.gov** to continue the conversation.

Building a Best-in-Class Sustainability Approach

STRATEGIC ALIGNMENT

VISION2030

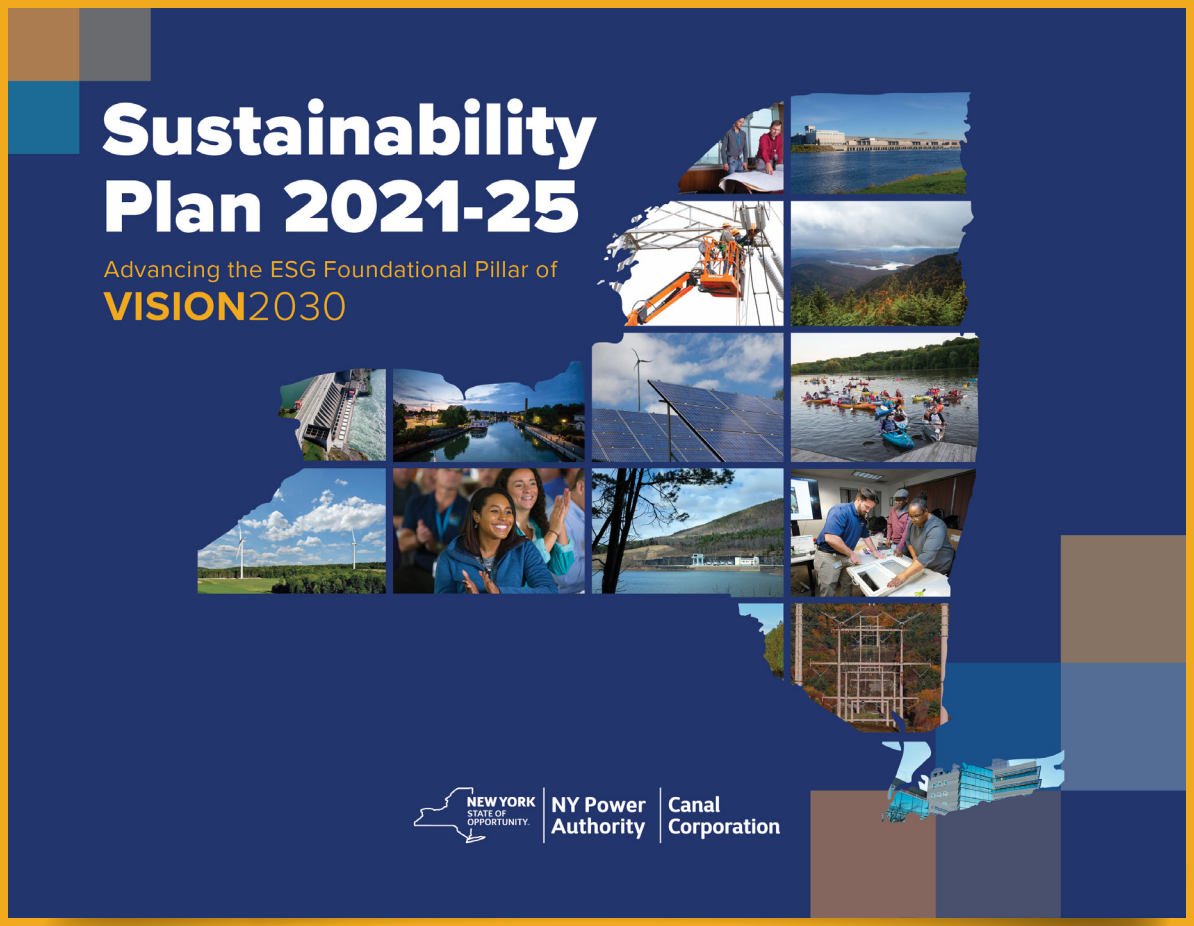
VISION2030, NYPA's 10-year strategic plan, provides a blueprint to bring about our vision of a thriving, resilient New York State powered by clean energy.

As a *foundational pillar* of VISION2030, ESG is an enterprise-wide imperative that is central to NYPA's strategy and mission.

Our strategy is informed by the real threat of climate change. It aligns with the **Intergovernmental Panel on Climate Change's (IPCC)** goal to limit global temperature rise to 1.5° C and supports New York State initiatives, policies and regulations, including the **Climate Leadership and Community Protection Act (CLCPA)**, one of the nation's most ambitious pieces of legislation.

Underpinning all business operations, sustainability is integrated across the full spectrum of corporate performance at NYPA and Canals and plays an essential role in our growth and development.

> Within VISION2030, we have defined our ESG ambition as delivering a "best-in-class sustainability strategy to meet the present and future needs of our stakeholders and ensure long-term environmental, social, governance and economic performance."



STRATEGIC ALIGNMENT

Sustainability Plan

This year, we developed and published NYPA and Canals' **2021-2025 Sustainability Plan**, which will serve as a roadmap to help bring our ESG ambition to life over the next five years. The plan outlines the ESG goals, strategies and initiatives that we are committed to across each of our 15 material ESG focus areas, which align with and support VISION2030 objectives.

The Sustainability Plan is an integrated, cross-functional and collaborative living document that will be revisited and refreshed as our sustainability journey evolves, our targets are achieved and our ambitions grow. The plan was developed through an extensive stakeholder engagement process with input from business units, corporate functions and leadership from across the organization, including the Sustainability Advisory Council (SAC), subject matter experts and other key stakeholders.

STRATEGIC ALIGNMENT

United Nations Sustainable Development Goals

The United Nations Sustainable Development Goals (UN SDGs) are a collection of 17 interlinked goals set in 2015 and designed to be a roadmap to achieve a better and more sustainable future for all. NYPA reviewed the UN SDGs most relevant to our strategic priorities and stakeholders, and mapped our commitments and achievements against them.

SDG 7: Ensure access to affordable, reliable, sustainable and modern energy for all

TARGET 7.1 **By 2030, ensure universal access to affordable, reliable and modern energy services**

Supporting electricity affordability through our

HYDRO POWER ASSETS

by offering a variety of low-cost customer supply programs

Planning to achieve

$550 MILLION

of third-party investment

in customer sited renewables by 2025, 40% of which will be sited in LMI communities

TARGET 7.2 **By 2030, increase substantially the share of renewable energy in the global energy mix**

70%

Renewable energy generation by 2030, as well as contributions to other CLCPA renewables targets

100%

Carbon free electricity by 2035

TARGET 7.3 **By 2030, double the global rate of improvement in energy efficiency**

> Implemented energy efficiency measures that resulted in **212,196 MWh** of customer electricity savings (2018-2020)

> Planning to finance up to **$3 BILLION** in capital work for energy efficiency projects at customer facilities by 2030

SDG 13: Take urgent action to combat climate change and its impacts

TARGET 13.1 **Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countriess**

> Developed a multi-phase strategy to evaluate the potential long-term impacts of climate change on our infrastructure and operations

> Making significant investments in modernizing our Generation and Transmission assets to improve resilience

TARGET 13.3 **Improve education, awareness-raising and human and institutional capacity on climate change mitigation, adaptation, impact reduction and early warning**

> Established educational training and awareness programs for all employees and external stakeholders

TARGET 13.2

Integrate climate change measures into national policies, strategies and planning

> **Fully committed to supporting CLCPA targets**

STRATEGIC ALIGNMENT

United Nations Sustainable Development Goals

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SDG 9: Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation

Investing $200-400 million per year to grow our

TRANS-MISSION ASSET BASE

3 to 5 times by 2030

SDG 5: Achieve gender equality and empower all women and girls

GENDER EQUALITY and supporting diverse employee development form an integral part of our Ten-Point Diversity, Equity and Inclusion Plan

SDG 11: Make cities and human settlements inclusive, safe, resilient and sustainable

Investing over $100 million in

ELECTRIC VEHICLE CHARGING INFRA-STRUCTURE

through EVolve NY

> Leading development of $1 million **bus conversion plan**

> **Electrifying our light-duty fleet** 50% electric by 2025 and 100% by 2030

SDG 15: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss

> Continued to maintain habitat improvement projects across 3,852 acres in 2020

> Launched new initiative to create pollinator gardens and meadows at our facilities

SDG 8: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

SUPPORT ECONOMIC DEVELOP-MENT across New York State

> Created or maintained approximately 400,000 jobs

REPRESENTATIVE STAKEHOLDER SNAPSHOT

- The people of New York State
- NYPA and Canals employees and board leadership
- State and local communities
- Community organizations
- Customers
- Suppliers, contractors and business partners
- Regulators and elected officials
- Industry organizations and peers
- Investors and strategic partners
- Rating agencies
- Membership associations NYPA participates in, namely:
  - American Public Power Association (APPA)
  - Electric Power Research Institute (EPRI)
  - Large Public Power Council (LPPC)
  - National Hydropower Association (NHA)

Stakeholder Engagement

At NYPA and Canals, we put people first.

We value listening and learning, and view engaging our stakeholders as integral to our work.

Throughout all the cycles of our projects and operations—from planning and developing infrastructure projects, to customer service and community engagement—we engage with key stakeholders to ensure their perspectives are heard, their expectations are understood and, where possible, their needs are met.

Our detailed engagement plans and approaches for reaching targeted stakeholder groups are customized based on needs, preferences, priorities and objectives.

We engage with our network in regular, dynamic channels, such as community engagements and programs, workshops and events, town hall meetings, surveys, policy dialogues and participation in industry conferences.

Materiality Assessment

In 2020, we conducted a comprehensive assessment of our material ESG topics with support from a sustainability advisor and guided by the *GRI Reporting Principles* and the *AA1000 AccountAbility Principles*.

The assessment included a benchmarking analysis of peer practices, industry trends and priorities, state regulations and initiatives, and industry leading sustainability frameworks and standards. Stakeholders were identified, mapped and prioritized using AccountAbility's *AA1000 Stakeholder Engagement Standard* to ensure a robust and inclusive engagement process. NYPA and Canals employees, the SAC and the EMC were engaged throughout the process.

The process included the identification, definition and prioritization of 15 material ESG topics that were deemed to be of importance to key stakeholders and of significance to NYPA and Canals' economic, environmental and social impacts—listed on the page that follows.

ESG Focus Areas

ENVIRONMENTAL

CLIMATE CHANGE & GHG EMISSIONS
Adaptation to and mitigation of climate change impacts and risks, and the capitalization of associated business opportunities, as well as NYPA's Scope 1 (direct), Scope 2 (energy indirect) and Scope 3 (other indirect) greenhouse gas emissions

RENEWABLE ENERGY & ENERGY STORAGE
Renewable energy capacity, generation, storage and consumption

ENERGY RELIABILITY
Reliability of NYPA's network and infrastructure for consistent and uninterrupted supply, including optimization and innovation of smart grid technologies and transmission systems

ENERGY EFFICIENCY & ELECTRIFICATION
Electrification and energy efficiency of NYPA and Canals' infrastructure, including buildings, facilities and vehicle fleet

ENVIRONMENTAL STEWARDSHIP
Management and minimization of water, waste, and air effluent and emissions, conservation of natural resources, promotion of biodiversity, and increased resilience and carbon sequestration on land owned or managed by NYPA and Canals

SOCIAL

HEALTH & SAFETY
Promotion and management of physical and mental health and safety in the workplace, and prevention of harm in the communities in which NYPA and Canals operate

EMPLOYEE DEVELOPMENT
Attraction and retention of talent, and the development of NYPA and Canals employees

DIVERSITY, EQUITY & INCLUSION
Commitments and actions that build and maintain a diverse, equitable and inclusive culture in the workplace and across NYPA and Canals' value chain

COMMUNITY ENGAGEMENT
Interaction and communication with community members and organizations, customers and other stakeholders in the areas in which NYPA and Canals operate

ACCESS & AFFORDABILITY
Affordability and accessibility of services across customer types in the communities in which NYPA operates

ECONOMIC DEVELOPMENT
Creation of more resilient communities and promotion of economic growth and local employment

GOVERNANCE

ENTERPRISE RISK & RESILIENCE
The identification, assessment, mitigation, monitoring and reporting of risks and impacts related to NYPA and Canals' activities, and the incorporation of risk management strategies to enhance enterprise resilience, including plans for emergencies and disasters, into both long-term planning and day-to-day operations

REGULATORY MANAGEMENT & COMPLIANCE
Management and compliance with relevant federal, New York State and local environmental and socioeconomic laws and regulations

CYBER & PHYSICAL SECURITY
Security of NYPA and Canals' network and infrastructure, as well as properties and personnel, including data protection and data breach risk minimization

SUPPLY CHAIN & PROCUREMENT PRACTICES
Sourcing practices for goods and services and the environmental and social impacts of NYPA and Canals' supply chain

Sustainability Governance

Our ability to effectively manage our ESG performance and risks, as well as hold ourselves accountable to our stakeholders, relies on a robust and inclusive approach to sustainability governance.

We have restructured, refined and strategically elevated our sustainability governance framework to include leadership at the highest levels of the organization and span all key business units. This ensures the effective oversight, implementation and disclosure of sustainability goals, commitments and initiatives.

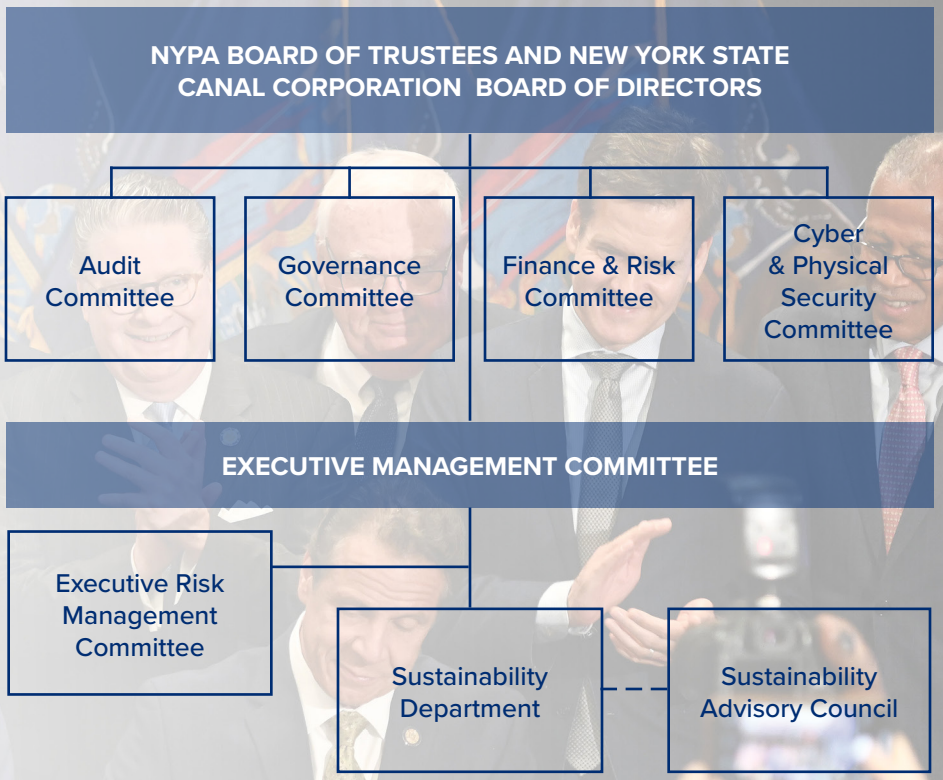
> **Board of Trustees:** provides vision and oversight on strategic ESG priorities and oversees policies, programs and performance related to sustainability.

> **Chief Executive Officer (CEO) and Executive Management Committee (EMC):** lead and guide the management of ESG strategy and goal setting, supporting the board's governance of ESG-related issues and ensuring the achievement of goals identified in the Sustainability Plan.

> **EMC's ESG Sponsors:** support the board's governance of ESG-related issues and work directly with the Sustainability Department to provide guidance on sustainability strategy, goal setting and reporting.

> **Sustainability Department:** provides strategic direction, oversight and reporting for ESG issues, including spearheading the development of the Sustainability Plan. Sustainability engages with the EMC, to which it reports, and the SAC on plan development and implementation and provides support to business units on day-to-day execution.

> **Sustainability Advisory Council (SAC):** serves as the cross-functional body to manage ESG-related efforts and ensure successful implementation of the goals, targets and strategies outlined in the Sustainability Plan. The SAC consists of heads of all relevant departments.



EXECUTIVE MANAGEMENT COMMITTEE MEMBERS

Gil Quiniones, *President and Chief Executive Officer*
Joseph Kessler, *EVP and Chief Operating Officer*
Kristine Pizzo, *EVP and Chief Human Resources & Administration Officer*
Justin Driscoll, *EVP and General Counsel & Chief Legal Officer (ESG Executive Sponsor)*
Adam Barsky, *EVP and Chief Financial Officer (ESG Executive Sponsor)*
Sarah Salati, *EVP and Chief Commercial Officer*
Robert Piascik, *SVP and Chief Information & Technology Officer*
Yves Noel, *SVP and Chief Strategy Officer*
Daniella Piper, *Chief Transformation Officer and Regional Manager Western Region*
Phil Toia, *President, NYPA Development*

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

ESG Performance

ENVIRONMENTAL SOCIAL GOVERNANCE

ENVIRONMENTAL

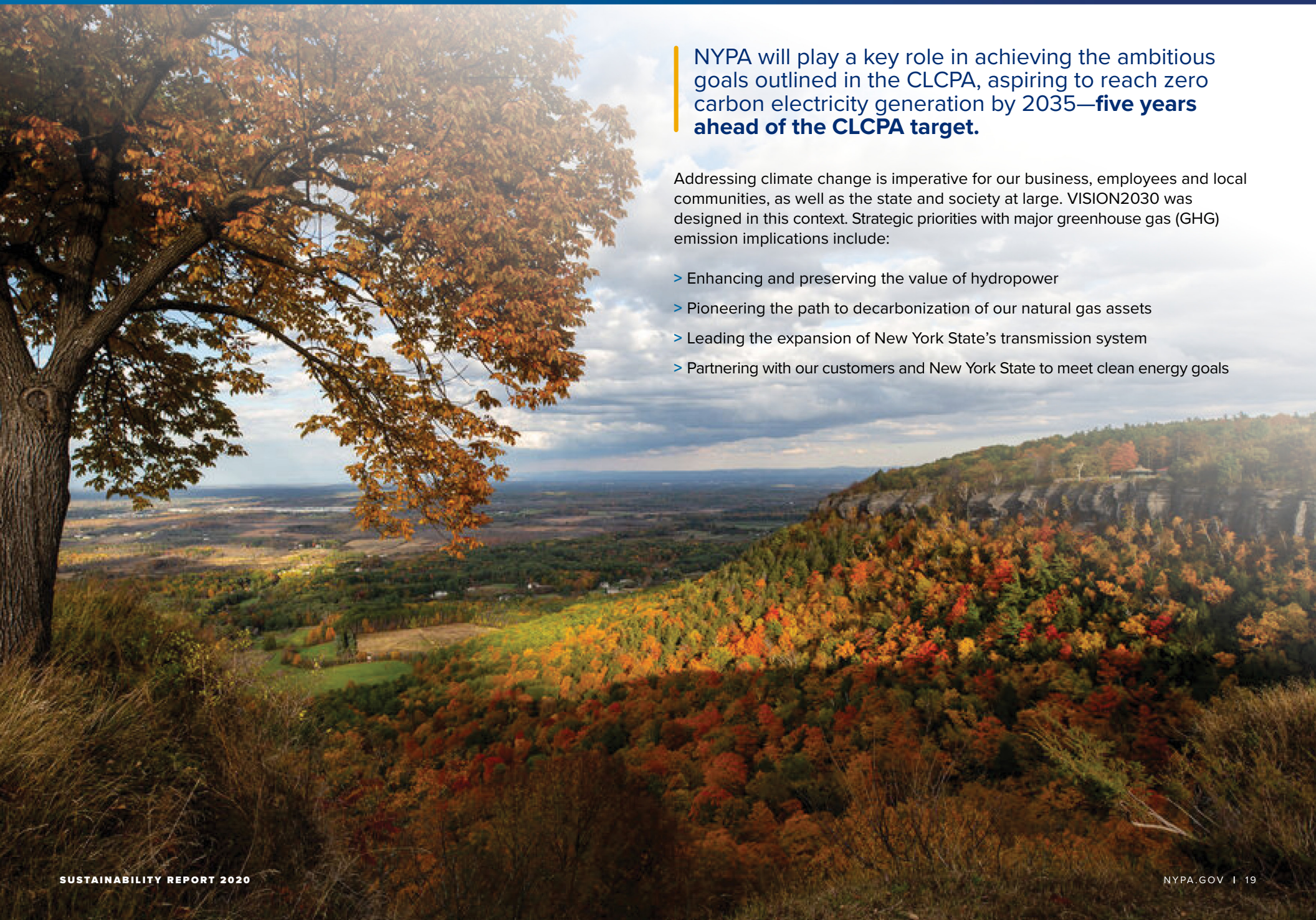
Climate Change & GHG Emissions

> "Climate change continues to greatly influence our work and we will aggressively pursue decarbonization while at the same time enhancing the state's ability to have a thriving economy– thus creating a blueprint for others to follow."
>
> **GIL C. QUINIONES, NYPA PRESIDENT AND CEO**

The physical and systemic risks of climate change are real, present and growing. The increasing severity and frequency of extreme weather events have significantly threatened the reliability and effectiveness of our nation's power grid.

As the country's largest public power organization, we believe it is our responsibility to lead by example in addressing climate change, mitigating climate risks and paving the way for a thriving clean energy economy. The local manifestation of climate hazards also demands that we understand and address climate impacts specific to our customers and communities.

New York State is confronting climate change with the CLCPA, adopting some of the most ambitious clean energy targets in the country, including the full decarbonization of the state's electricity system by 2040 and transitioning to a carbon-neutral economy by 2050.



NYPA will play a key role in achieving the ambitious goals outlined in the CLCPA, aspiring to reach zero carbon electricity generation by 2035—**five years ahead of the CLCPA target.**

Addressing climate change is imperative for our business, employees and local communities, as well as the state and society at large. VISION2030 was designed in this context. Strategic priorities with major greenhouse gas (GHG) emission implications include:

> Enhancing and preserving the value of hydropower

> Pioneering the path to decarbonization of our natural gas assets

> Leading the expansion of New York State's transmission system

> Partnering with our customers and New York State to meet clean energy goals

TCFD DISCLOSURE

Applying TCFD for Climate Management

To NYPA, delivering a best-in-class sustainability strategy requires robust and rigorous strategy management and includes disclosure around climate—a material ESG issue that is central to our daily business and long-term performance. We are committed to applying and leveraging the TCFD's voluntary disclosures on climate-related financial risks to align and elevate our climate-related risk management strategy and activities, as well as communicate the most relevant and impactful information to our stakeholders.

In this initial phase of our reporting journey toward full TCFD integration, the foundational disclosures in this report describe our current approach to climate-related issues and our plans for further implementation, formalization, integration and reporting in the future cycles.

TCFD DISCLOSURE

STRATEGY AND GOVERNANCE

The material impact climate-related issues can have on our business and our stakeholders necessitates active management of, and planning around, climate-related risks and opportunities. This is why climate change is at the heart of both our 2021-2025 Sustainability Plan and our VISION2030 strategy, and why our corporate governance approach includes oversight and management of climate-related risks, opportunities, strategies and initiatives at all levels of the organization.

OUR STRATEGIC APPROACH TO CLIMATE CHANGE MITIGATION, ADAPTATION AND RESILIENCY

It is our responsibility—within New York State, our industry and the global sustainability community—to manage our environmental impact. We strive to provide clean, reliable energy for our stakeholders, even as the risks and opportunities associated with climate change continue to escalate and evolve.

VISION2030 and our Sustainability Plan are designed in alignment with the cross-sector decarbonization pathways outlined in the IPCC's *Special Report on Global Warming of 1.5 °C*, the CLCPA and New York State's other ambitious clean energy initiatives.

NYPA is positioning itself to adapt to the challenges of climate change and capitalize on market opportunities for climate change mitigation with products, services and programs that are at the forefront of the clean energy transition.

We also plan to address the physical impacts of climate change by conducting formal climate change adaptation and resilience studies to fine-tune our strategies and fortify the stability and performance of our business for the long-term.

CLIMATE OVERSIGHT AT ALL LEVELS OF OUR ORGANIZATION

> **Board of Trustees**, responsible for overseeing policies, programs and performance related to sustainability, climate and environment

> **Finance & Risk Committee and Audit Committee**, assist the board in overseeing enterprise risk management and the implementation of policies and actions to monitor and mitigate risks, including climate-related risks

> **EMC's ESG Sponsors** oversee the ESG foundational pillar, provide guidance on sustainability strategy, goal setting, climate response and reporting, and support the board's governance of ESG and climate-related issues

> **Executive Risk Management Committee**, assists the EMC in providing risk management oversight and oversees the establishment of the risk management processes, including potential climate-related impacts

> **SAC** collaborates across business units to manage ESG and climate-related efforts and ensure successful implementation of the ESG foundational pillar, including the goals, targets and strategies outlined in the Sustainability Plan

TCFD DISCLOSURE

INTEGRATING CLIMATE RISK

While climate change presents physical, operational, regulatory and financial risks for our organization, the goals outlined in VISION2030 related to transmission, renewable energy and helping customers meet their energy goals also illuminate significant opportunities.

Our risk management team maintains a Risk Register and an Enterprise Governance, Risk and Compliance (EGRC) system that serve as the repository for mitigation plans, internal controls and metrics for enterprise, operational and project risks across NYPA. We are in the process of reviewing ESG risks identified as part of VISION2030 and our new Sustainability Plan. Once identified, these risks will be prioritized and included in enterprise risk management systems and platforms, as well as considered for new project evaluations and reported to leadership.

NYPA CLIMATE ADAPTATION AND RESILIENCE ASSESSMENT

Our planned climate adaptation and resilience assessment is designed to ensure that risks associated with the physical impacts of climate change are embedded in our business operations, strategy and financial planning as follows:

- **Phase I: Assess physical impacts of climate change on NYPA's assets and operations (2021-2022)**
  Conduct an assessment of the projected impacts of climate change on NYPA's physical assets, system operations and capital improvement planning to inform development of adaptation and resilience strategies.
- **Phase II: Assess social and economic impacts of climate change on NYPA's stakeholders (2023-2024)**
  Building on the physical impact assessment, assess the social and economic impacts of climate change on NYPA's customers, communities and other stakeholders, and identify strategies to support regional and community adaptation and resilience planning efforts.

REIMAGINE THE CANALS AND CLIMATE RESILIENCE

Four of the six most destructive floods in communities along the Canal System have taken place in the last ten years, and studies indicate that flood levels in the Mohawk River Watershed could rise nearly 20% over the next decade. Climate change also increasingly threatens upstate New York farms with extreme and unpredictable weather—including damaging summer droughts, especially in western New York, that endanger New York State's primary fruit and vegetable growing region.

Through its focus on building resilient communities and resilient infrastructure, NYPA's *Reimagine the Canals* program will harness the potential of the Canal system to reduce these climate change impacts.

Key resilience projects include:

- **Western Water Management and Irrigation:** a program that will utilize existing infrastructure and Erie Canal water in Western New York to enhance agricultural irrigation, enabling farmers to invest in high-value crops
- **Ice Jam Mitigation:** a suite of projects that will mitigate the effects of ice jams to reduce flooding, while improving forecasting and early-warning systems

TCFD DISCLOSURE

MEASURING AND MANAGING PERFORMANCE

VISION2030 and the new **Sustainability Plan** include several critical metrics and targets in alignment with CLCPA goals that we are in the process of implementing for ongoing monitoring, management and reporting.

We actively measure and disclose Scope 1 GHG emissions to The Climate Registry (TCR), including emissions from stationary combustion of fuels (power plants, building heating systems), transportation and sulfur hexafluoride (SF_6) associated with electrical equipment.[1]

Most of NYPA's Scope 1 GHG emissions come from our fossil fleet, which provides critical and mandated generation capacity for Southeast New York (SENY) and has some of the lowest emissions rates for fossil fuel plants in the U.S.[2]

We plan to begin tracking Scope 2 emissions (purchased electricity, transmission line losses) and Scope 3 emissions (electricity sales from contracted and wholesale market purchases, business travel, employee commuting), and will establish a new baseline for total Scope 1, 2 and 3 emissions in the near future.

Details on energy-related targets are also included in the **Renewable Energy & Energy Storage, Energy Efficiency & Electrification,** and **Access & Affordability** sections, and targets related to water, waste and land use are included in **Environmental Stewardship**.

28,611,838 MWh
generated by NYPA in 2020

88%
clean hydropower

[1]CLCPA requires that New York State reduce GHG emissions by 85% from 1990 levels and offset remaining emissions by reforestation, carbon sequestration in soils and other actions.

[2]All NYPA's Southeast New York generating facilities are subject to Regional Greenhouse Gas Initiatives (RGGI), the first mandatory market-based program in the United States to reduce GHG emissions.

CLCPA GOALS

40%
reduction in GHG emissions by 2030

85%
reduction in GHG emissions by 2050[1]

35%
of benefits to disadvantaged communities

SCOPE 1 EMISSIONS*

2018	1,425,325.4 MT CO2e
2019	1,369,772.3 MT CO2e
2020	Placeholder

*MT CO2e (including CO2, CH4, N2O, SF6)

Taking Climate Action

CASE STUDY

TRANSITIONING NYPA'S NATURAL GAS 'PEAKER' PLANTS TO CLEANER ENERGY TECHNOLOGIES

To support New York State's decarbonization transition and help improve air quality for New York City residents, we are piloting low-to-zero carbon emission resources and technologies and investigating the feasibility of short- and long-duration battery storage.

In October 2020, we unveiled a landmark agreement with the PEAK Coalition, a group of environmental justice and clean energy organizations, to assess how to transition our natural gas fired "peaker" plants, six located in New York City and one on Long Island with a total capacity of 461 MW, to utilize low-to-zero carbon technologies, while continuing to meet the electricity reliability and resiliency requirements of New York City.

This initiative will assess battery storage and low-to-zero carbon emission resources and technologies as alternative clean energy options that could replace, augment, or otherwise reduce or eliminate reliance on fossil fuels over time.

> "In this time of racial reckoning and the growing harm from climate change to vulnerable populations, this New York agreement is a responsible model that should be followed in other communities with peaker plants, one where plant owners respect environmental justice concerns and pursue a collaborative approach to a clean energy transition in heavily polluted urban areas."
>
> **LEWIS MILFORD, PRESIDENT OF CLEAN ENERGY GROUP AND PEAK COALITION ADVISER**

CASE STUDY

SUSTAINABLE U: LET'S GET CLIMATE SMART CLIMATE SCIENCE TRAINING PROGRAM

At NYPA and Canals, we recognize that education is a key component of a successful climate strategy. Our multi-phased training effort for all employees aims to establish a company-wide grounding in the fundamentals of climate science and the data that informs CLCPA and VISION2030 targets.

In 2021, we will deliver the first phase of the training, a five-unit climate science curriculum supporting our over 2,400 employees and leadership with approximately ten hours of e-learning and interactive discussion classes per employee.

PHASE ONE	PHASE TWO	PHASE THREE
> Intersection of COVID-19, equity and climate change > Fundamentals of earth systems and climate science > Science of climate change: causes and impacts > Science of climate solutions > New York State, NYPA and Canals climate action plans	Trainings for specific work functions, with deeper dives into particular aspects of climate science and solutions, including specialized trainings for community relations, procurement, customer account and engineering teams	Development of customized climate science training materials, courses and curriculum for customers and external stakeholders

Renewable Energy & Energy Storage

New York State's nation-leading CLCPA targets for renewable energy and energy storage, along with our VISION2030 strategy, firmly position NYPA at the forefront of the clean energy transition.

We are enhancing and preserving hydropower's role as the renewable base that our stakeholders depend on for a reliable, carbon-free energy future, implementing renewable energy projects through customer and developer collaborations, and planning to go above and beyond our hydropower contribution by working with the New York State Energy Research and Development Authority (NYSERDA) and other parties to acquire Renewable Energy Certificates (RECs) on behalf of our customers.

A significant transmission system upgrade will be required for New York State to meet its renewable energy goals. Building on the CLCPA, the Accelerated Renewable Energy Growth and Community Benefit Act enacted in 2020 will help prioritize the planning, investment and development of state-of-the-art grid infrastructure, with NYPA named by the legislation to play a unique leading role. We aim to grow our transmission asset base three to five times by 2030, which will facilitate the connection of renewable energy sources to higher demand areas and catalyze additional renewable energy deployments.

KEY CLCPA TARGETS*

70% renewable energy generation by 2030

100% zero-carbon electricity by 2040

6,000 MW of distributed solar by 2025

> NYPA is committed to enabling the installation of 325 MW of distributed solar by 2025

3,000 MW in energy storage by 2030

> NYPA aims to develop 300 MW of utility scale storage and enable 150 MW of distributed storage by 2030

**As a load serving entity, NYPA is expected to meet and contribute to renewable and clean energy targets established under the CLCPA and by New York State*

2020 Renewable Energy and Storage Milestones

> Initiating the **Moses-Adirondack Smart Path Reliability Project**, which will ensure a more robust, resilient and reliable electric system upstate to provide 900 megawatts (MW) of renewable energy, benefitting the equivalent of 900,000 homes state-wide

> Advancing construction of **33 MW of distributed solar**, planned to become operational in 2021

> Undertaking our second large-scale renewables Request for Proposals, **securing 110 MW of renewable energy supply for customers**

> Advancing construction of our **first utility-scale energy storage project**, the 20 MW North Country battery storage project

> Entering into a collaboration with a private developer on a **100 MW energy storage project** sited at Charles Poletti Power Project

> Executed our **first "solar-plus-storage" power purchase agreement** at the Javits Center, which constitutes the largest solar-plus-storage project under development in Manhattan

INVESTING IN SUSTAINABLE INFRASTRUCTURE WITH GREEN BONDS

Last May, NYPA issued $1.2 billion in long-term bonds—including nearly $800 million of the debt designated as “green bonds"—primarily for planned transmission projects. The successful bond issuance, including NYPA’s first "certified" green bond with an independent second party sustainability opinion, was also the largest green bond transaction for any public power utility. The issuance, which achieved its green certification based upon the identified projects’ use of proceeds, project evaluation process, proposed management of bond proceeds and intended reporting, affirmed NYPA’s robust credit rating amid disruptions in business conditions from the pandemic and demonstrated our commitment to improving asset efficiency and resiliency.

ENERGY STORAGE IN NEW YORK CITY

In 2020, NYPA entered into a collaboration with an energy storage developer to support the development of a 100 MW energy storage project in Astoria, Queens. The project was awarded under Consolidated Edison’s Bulk Energy Storage solicitation and represents a significant step toward achieving New York State’s energy storage goals. The facility will be constructed on land owned by NYPA and leased to the developer. The property is the former site of the Charles Poletti Power Plant, with the adaptive reuse of this parcel reflecting the evolution of New York City’s grid toward clean energy resources. Once operational, the energy storage project will bolster grid reliability and support the integration of additional intermittent renewable energy sources, such as wind and solar generation.

CASE STUDY

COMMUNITY SOLAR PROGRAM

Our Community Solar Program puts renewable energy in the hands of more New Yorkers. We serve as a trusted energy advisor to customers across the state for solar installations at public facilities and properties by performing site assessments, issuing Requests for Proposals, working with developers, providing project support and structuring contracts for participating entities.

The City of White Plains and Westchester County, for example, are adding approximately 9 MW of solar capacity at multiple locations through this program. This has led to a county-wide community solar aggregation in which county municipalities may participate.

In 2020, NYPA and the Port Authority of New York and New Jersey teamed up to implement one of New York State's largest community solar projects at JFK International Airport, with 13 MW of solar generation and 7.5 MW of onsite battery storage.

The project will eliminate almost 6,700 tons of annual CO2 emissions. JFK will benefit from clean solar energy and provide excess power to the local community grid, resulting in cheaper energy for the airport and a lower carbon footprint for its neighbors.

Once completed, this will be the largest solar-plus-storage project in New York State.

Energy Reliability

Our customers depend on us to provide reliable energy, and delivering on that promise is core to our mission. As natural and manmade threats have the potential to jeopardize our operations and business continuity, a laser focus on reliability is vital to our success.

Our strategic operations and enterprise risk and resilience teams collaborate to enhance and preserve the reliability and resilience of our systems in response to advances in technology, evolving customer expectations, and an increasingly more distributed and uncertain operating environment.

Smart Generation and Transmission (G&T)

By optimizing and testing new smart grid technologies, upgrading our transmission system and modernizing our assets, we aim to increase our ability to adapt to changing conditions, withstand disruptions and recover quickly.

Through simultaneous investments in people, change management, research and development, and continuous maintenance and improvement initiatives, NYPA has instilled a culture of transformation that aligns with the evolving industry.

CAPABILITIES

> Increased reliability and resilience

> Enhanced situational awareness

> Optimized transmission assets

> Optimized generation assets

> Integration of bulk renewables

> Integration of distributed generation

INNOVATION ACTIVITIES

> Installing sensors across NYPA's physical network to capture a wide variety of asset and performance data

> Rolling out a secure and extensible communications network with investments in fiber optics, microwave and wireless pathways

> Building analytic and visualization solutions to convert data from grid sensors into insights, leading to wide-area situational awareness

> Consistently evaluating new innovative technologies and delivery strategies to ensure technology investments provide the highest return on investment

VALUE CHAIN BENEFITS

> Decreasing the likelihood of system failures through advanced G&T monitoring, control and protection systems

> Improving operator effectiveness

> Enhancing system protection and restoration

> Ensuring flexibility and efficiency by optimizing transmission asset utilization

> Maximizing hydro flow and generation capabilities by leveraging automatic controls and predictive maintenance cycles on existing facilities

> Replacing legacy mechanical to electrical components

> Reducing operations and maintenance, and inventory value carrying costs

> Optimizing assets and reducing capital expenditures

> Enabling the emergence of new business models and innovative ways of working

Modernizing Our Infrastructure

In 2020, we continued to advance several programs essential to achieving our goal of creating and maintaining an intelligent, flexible and resilient G&T infrastructure, and becoming an end-to-end digital utility.

The Communications Backbone aims to improve the efficiency and reliability of NYPA's electric power system. We are installing fiber optic cables and other communications systems along our transmission infrastructure and at our hydroelectric and natural gas facilities. When the project is complete, it will provide a resilient, secure and scalable communication network connecting all our facilities. The network will increase the quantity and quality of available information on NYPA's physical assets and communicate potential equipment problems remotely.

Building on the Communications Backbone, **the Wireless Backbone** is a program to build a secure and robust private wireless LTE network. This network will enhance operational capabilities and increase transmission resilience by providing connectivity to remote sensors that help monitor critical infrastructure in real time, and to drone technology that helps us safely inspect and troubleshoot NYPA's assets. The program will support disaster recovery during emergency management and mutual aid with reliable communication services. NYPA partnered with two major telecommunication companies in 2020 to develop and test private LTE capabilities at the Blenheim-Gilboa power project in Central New York.

Additional infrastructure programs include the **Integrated Smart Operations Center (iSOC)**, a digital hub that helps us increase the operating flexibility of our assets and maximize their efficiency, and **Sensor Deployment Program** and **Advancing Analytics**, both enterprise efforts to digitize and replicate our assets and optimize asset performance.

CASE STUDY

NEXT GENERATION NIAGARA MODERNIZATION AND DIGITIZATION PROJECT

In 2020, NYPA achieved a major milestone in a 15-year modernization and digitization program to significantly extend the operating life of our Niagara Power Project (NIA), which is New York State's biggest electricity producer and one of the country's largest hydroelectric projects.

The first outage for the NIA program, called Next Generation Niagara, commenced in the fall of 2020 and will allow for the installation of new digital controls and connections to the plant's control room and substations. These digital controls will achieve improvements in operations efficiency. System efficiency will continue to increase as more units are upgraded and additional equipment is modernized or replaced.

Energy Efficiency & Electrification

With buildings and transportation accounting for a combined 70% of GHG emissions in New York State, energy efficiency and electrification of these sectors is critical to achieving the state's goals. We are committed to leading by example by increasing the efficiency and electrification of our buildings and vehicle fleet.

Our sustainability team works with project management, fleet management and subject matter experts from other business units to conduct energy audits, solar assessments and fleet analyses, establish energy baselines, and identify project opportunities aligned to the CLCPA, *New Efficiency: New York* and BuildSmart 2025.

We prioritize energy efficiency and electrification in new construction, upgrades to buildings and facilities, and vehicle purchases. Energy usage and associated GHG building emissions are tracked and managed through the NY Energy Manager platform.

Buildings

NYPA and Canals continue to increase the efficiency of the buildings and facilities we own and manage. NYPA's 120 buildings span more than three million square feet. Forty percent serve administrative or support functions, while the remainder house generation and transmission assets. Most of our buildings use electricity from our hydropower facilities, with some using purchased electricity or electricity generated from our natural gas power plants. Canals has 121 buildings spanning more than 250,000 square feet, including offices, warehouses and locks, all of which use purchased electricity.

Under the state's BuildSmart 2025 program, NYPA has a target to reduce energy use across its buildings by 0.12 Trillion British Thermal Units (TBtu) by 2025 (baseline FY 2014-15). The Canals target is not yet confirmed.

NYPA's pipeline of BuildSmart 2025 building energy efficiency projects includes:

> Installation of **advanced building management systems and heating, ventilation and air conditioning (HVAC) controls**, which maintain comfort and can reduce energy consumption by as much as 20%

> **Light-emitting diode (LED) lighting upgrades**, which increase efficiency, improve safety and lower maintenance requirements

> **Building envelope improvements**, which minimize temperature loss, save energy and increase comfort

> Installation of **onsite renewables** which help reduce building electrical load

NYPA exceeded the BuildSmart NY target to reduce energy use intensity 20% by 2020 (baseline FY 2011-12) in 2018 – **two years ahead of schedule**.

As of March 2020, our **total energy use intensity reduction was 24.7%**.

BUILDING SPOTLIGHTS

NIA CHILLER OPTIMIZATION

We are expanding a program at Niagara to optimize the performance of our chillers by installing smart controls, sensors and variable frequency drives. The first phase of the project at the Niagara Power Vista Visitors Center has achieved an energy efficiency improvement of over 20%. In the second phase, we are implementing the project at two other NIA locations.

ST. LAWRENCE-FDR POWER PROJECT (STL) WATER BALL REPLACEMENT

We are installing a new, glass-lined water tower to replace an older, less efficient water ball equipped with two fuel-oil boilers used for freeze protection. The boilers burn thousands of gallons of fuel oil per year and require daily maintenance. The new water tower will have heaters that use electricity from the hydro plant for freeze protection, reducing GHG emissions and eliminating the inefficient fuel-oil boilers.

EUGENE W. ZELTMANN POWER PROJECT ONSITE RENEWABLES PROJECT

In 2020, we completed a feasibility assessment for onsite renewables at all NYPA facilities and finalized the scope of work for the first project—a 377.5 kW rooftop solar array at the Eugene W. Zeltmann Power Project. This installation, along with four vertical axis wind units previously installed, will help offset the facility's electrical load and associated GHG emissions.

Transportation

NYPA's vehicle fleet consists of 489 vehicles. More than 60% are light-duty, 30% medium-duty and less than 10% are heavy-duty. Canals' fleet consists of 245 vehicles. About half are light-duty and half are medium-duty vehicles.

NYPA's goal is to electrify the light-duty fleet 50% by 2025 and 100% by 2030—exceeding New York State's 25% by 2025 target for state fleets.[1] We have also set a target to reduce the GHG intensity and absolute GHG emissions of NYPA fleet vehicles 25% by 2025 and 40% by 2030, from a 2014 baseline.

WORKPLACE CHARGING PROGRAM

The Workplace Charging Program provides guaranteed charging access to employees while at work, reducing concerns about vehicle range and making electric vehicles (EVs) a viable commuting option. With more than 60 employees across NYPA sites enrolled, the program has been an effective way to encourage EV adoption.

[1]As outlined in the Zero Emission Vehicle Memorandum of Understanding (ZEV MOU).

VEHICLE ELECTRIFICATION INITIATIVES

- **Replacing all NYPA light-duty fleet vehicles with EVs and plug-in hybrids by 2030,** with infrastructure installed at all sites for vehicle charging.
- **Testing emerging electric technologies** in medium-duty applications to help advance technology development and the market for EVs.
- **Providing guaranteed EV charging access** to employees at all NYPA facilities.
- **Hosting EV ride and drive events and providing EV training to employees for public engagement events**, in recognition of the important role education plays in advancing our vehicle electrification goals.

Environmental Stewardship

NYPA's operations span more than 80,000 acres of water and land. NYPA owns 12,000 acres of forested and non-forested land, including facility grounds, parks, wildlife areas and rights of way (ROW), and manages an additional 24,000 acres of privately owned land through ROW easements. The remaining acreage is comprised of water. Canals' operations span over 38,500 acres of water and land, with 22,900 acres of canal-adjacent areas that include facility grounds and public access points.

Over 80% of NYPA's power generation is hydro. The remainder is from our natural gas plants, and also relies on water for its processes. In accordance with NYPA's obligations to water managing agencies, including the International Joint Commission and the New York State Canal Corporation itself, we work to reduce our impact on groundwater aquifers and surface water sources.

Canals manages water levels across the system to allow for commercial and recreational navigation while directly and indirectly supporting supplemental uses such as irrigation, fish habitat enhancement and municipal/private water use. Canals operates as a non-traditional Municipal Separate Storm Sewer System (MS4) to reduce pollution to water through education and system monitoring.

We rely on these lands and waterways to successfully operate our business and serve our customers and communities, and we are committed to conserving and protecting them. For NYPA, this is also a key requirement of state and federal re-licensing and permitting of our hydroelectric generating and transmission facilities.

> "NYPA aims to lead by example in promoting nature-based measures for climate change adaptation and mitigation. Our habitat restoration and rights-of-way management programs are designed to protect biodiversity, increase resilience and promote natural carbon sequestration, and we are developing new initiatives that build on these efforts."
>
> **KERRY-JANE KING, NYPA DIRECTOR OF SUSTAINABILITY**

Water Resilience

NYPA and Canals' reliance on water resources reinforces our commitment to protecting and increasing resilience in the watersheds in which we operate.

NYPA continues to implement projects to restore and maintain wetland areas as part of our re-licensing and re-permitting efforts. We also maintain a wetland management program, in collaboration with the New York State Department of Environmental Conservation (NYSDEC), that optimizes water levels in areas adjacent to NYPA facilities to correspond with seasonal cycles and weather events. We are building on these efforts and working with EPRI to develop a water resilience roadmap that will identify additional opportunities to protect ecosystems and increase resilience in the watersheds in which NYPA operates.

Through *Reimagine the Canals*, we are developing a long-range program to mitigate impacts from flooding, improve resiliency and restore ecosystems along the canal system. This includes a wetlands restoration project at sites adjacent to the Montezuma Wildlife Refuge, an important habitat for migratory birds. The project will help with pollution treatment and nutrient recycling, surface groundwater protection, flood and stormwater control, and erosion prevention.

Protecting Ecosystems

We use best management practices to minimize the environmental impacts of our operations and are working to improve ecosystem health, enhance natural carbon sinks and increase resilience to climate impacts through a range of programs and initiatives.

> Over the past 16 years, as part of state and federal re-licensing and permitting of our hydroelectric generating facilities, we have **restored more than 3,850 acres of wildlife habitat**. We continue to maintain these protected areas and aim to expand our habitat restoration efforts in the future through additional funding mechanisms.

> We maintain **a rich pollinator habitat** along our rights-of-way through a leading practice Integrated Vegetation Management (IVM) program. By controlling tall growing plants with minimal disturbance and promoting sustainable compatible vegetation, we are supporting pollinators and **protecting natural carbon sinks**.

> In a new initiative to promote biodiversity, we are **creating pollinator gardens and meadows** at visitors centers, facilities and adjacent locations. We are also developing pilot projects to demonstrate best practices in **restoring healthy forest understory and enhancing natural carbon sequestration.** The first pollinator garden will be completed at NYPA's Power Vista Visitors Center in Niagara in 2021.

> We continue to **support tree planting** at customer facilities under our Tree Power program and are expanding the program to include more customers and locations. Only trees native to the region are selected.

> We are **raising awareness about biodiversity and natural climate solutions** and promoting sustainable land management practices through public education campaigns, courses for visiting school groups and employee training.

> NYPA and Canals use best management practices to protect areas during construction and maintenance projects, resulting in **no significant impacts on habitat or biodiversity**.

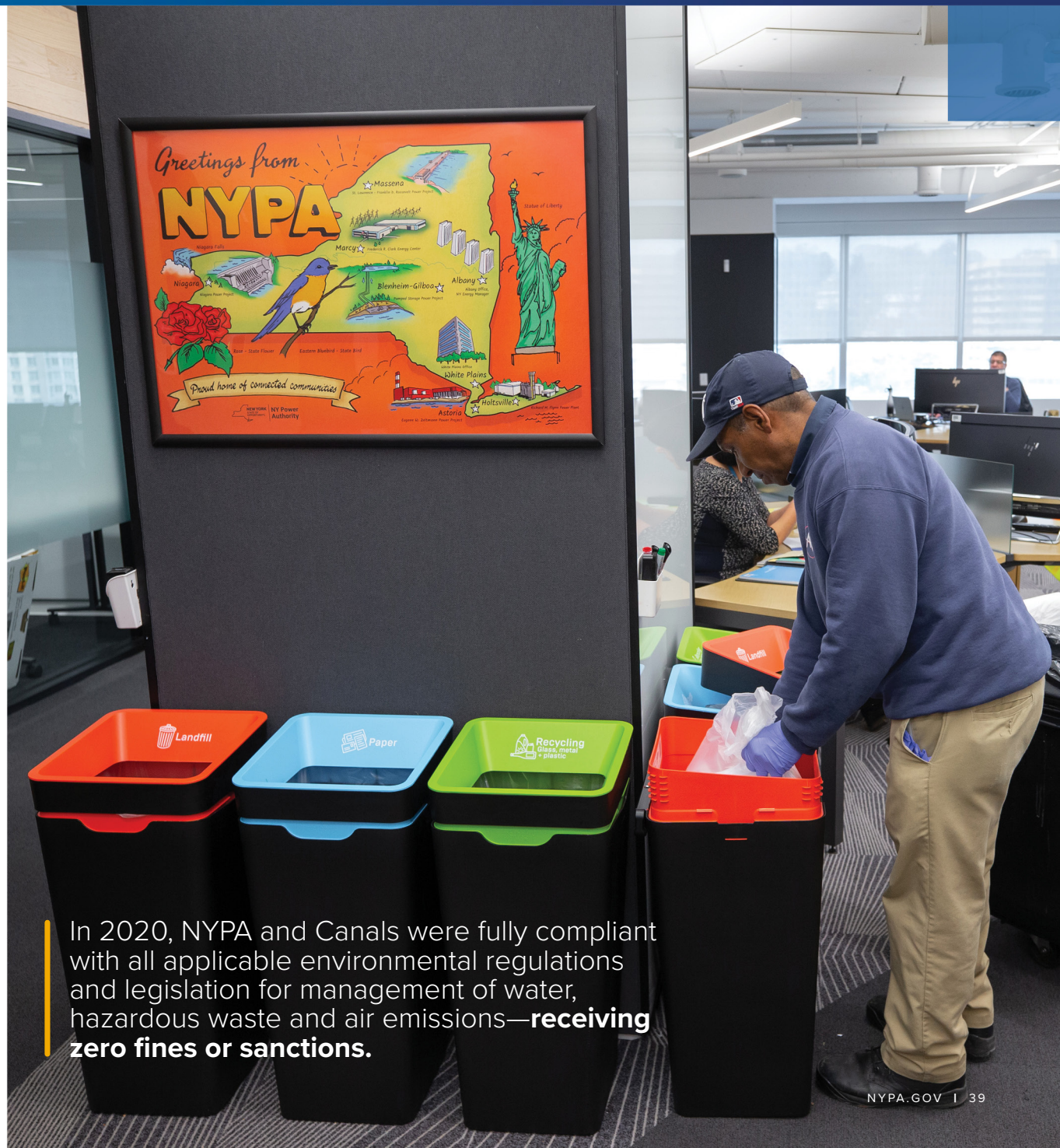
Reducing Waste

We aim to use resources efficiently and have implemented several workplace initiatives to reduce waste generation:

- Providing reusable dishes in office kitchens and installing water coolers to reduce use of disposable items
- Creating “swap stations” for surplus office supplies
- Removing desk-side receptacles and installing centralized waste stations for proper waste sorting and recycling
- Conducting employee training on waste reduction, reuse and recycling

In 2020, although many employees were working remotely, we continued to hold educational campaigns and events on waste, including our annual “Refuse Single Use Challenge” and a speaker event on America Recycles Day.

We also registered 29 facilities in a Zero Waste to Landfill program, setting the foundation for a multi-year initiative that aims to significantly reduce waste generation across all sites. This will include a waste audit, improved waste data tracking, an assessment of potential waste reduction and recycling strategies, and employee engagement and training.



In 2020, NYPA and Canals were fully compliant with all applicable environmental regulations and legislation for management of water, hazardous waste and air emissions—**receiving zero fines or sanctions.**

SOCIAL

Health & Safety

Ensuring the health and safety (H&S) of our employees, contractors, customers and host communities has always been paramount to our business success and performance. Never has this been more apparent than in the face of a global pandemic. And yet, never have we had more confidence in the resilience of our customers, our employees and the residents of New York State.

We are proud of the ways in which NYPA and Canals effectively supported and protected our people, customers and communities through the most disruptive event in memory.

Mounting a Swift and Effective COVID-19 Response Strategy

NYPA and Canals' swift and comprehensive response to the pandemic focused on protecting the health and safety of our workforce, as well as anchoring the power grid and providing essential services like keeping the lights on at hospitals.

NYPA was among the first U.S. electric utilities to arrange for mission-critical employees to sequester in place around-the-clock at six of our major generation and transmission facilities, where we protected them from infection and ensured the continuity of our vital infra-structure. We also provided employees with free on-site COVID-19 testing and flu shots, and mailed health kits to employees' homes that included face masks and thermometers.

In addition to these H&S measures, we placed a greater emphasis on employee physical and mental well-being by expanding the "Be Mindful" initiative, which includes the following components:

- **Resilience:** Supporting adaptability through uncertainty to create a more resilient workforce
- **Focus:** Improving rational decision-making in high-stakes environments to increase workplace focus and awareness
- **Well-being:** Managing stress through improved physical and mental well-being, while also helping to develop individuals' capacity to empathize with the challenges of others

Health & Safety Program and Performance

Our H&S program emphasizes workplace and job hazard analysis, safety controls, hazard elimination, training, education and continual improvement. Leadership is committed to providing a safe and healthy workplace, striving for full employee participation to help identify H&S hazards and proactively implement prevention controls.

We ensure NYPA and Canals employees are highly trained and skilled in their respective crafts and equipped to safely engage in the high-hazard job activities inherent in some employees' duties—such as working at considerable heights, with high voltage and near open waters.

We strive to create work environments free from recognized hazards and in compliance with applicable statutory and regulatory standards.[1] Our robust management, oversight and training program focuses on ensuring our operators, contractors and technicians carefully operate and maintain power generation and transmission equipment.

[1]NYPA and Canals are subject to regulation of the New York State Department of Labor (NYS DOL) Public Employee Safety and Health Bureau (PESH), created in 1980, which adopts and enforces safety and health standards that meet or exceed those promulgated under the United States Occupational Safety and Health Act, which created the Occupational Safety and Health Administration (OSHA). NYPA and Canals must also comply with the appropriate H&S regulatory requirements of the United States Coast Guard, New York State Public Service Commission and other program areas under the jurisdiction of the NYS DOL.

HEALTH & SAFETY MANAGEMENT APPROACH

> Our detailed H&S program is managed in each region by our environment, health and safety (EH&S) managers and safety administrators.

> Our EH&S department supports site programs and develops policies that are implemented across the organization. The team also employs a full-time occupational health nurse practitioner to address health and safety concerns.

> Our management and union safety committees identify and address H&S issues at all NYPA and Canals operational sites, conducting regular safety inspections and tailgate safety talks.

> We conduct regular internal audits of our H&S program, alongside a third-party audit every three years.

> We provide regular training to employees in accordance with applicable statutes, regulations and other standards.

> We are also committed to ensuring public safety in communities that host our facilities by implementing refreshed H&S policies, fostering relationships with agencies active in those communities, conducting regular safety assessments, and expanding public safety signage and protocols.

NYPA SAFETY PERFORMANCE

> Reduced DART rate[2] by 60% (from 0.97 to 0.39) between 2018 and 2020, against an annual target of 0.78

> Total employee recordable injury rate at NYPA sites fell by 72% between 2018 and 2020

> Zero employee fatalities between 2018 and 2020

> Exceeded our annual targets for tailgate safety talks by 26% (target: 1,832; actual: 2,307) and safety walkdowns by 92% (target: 360, actual: 690)

CATEGORIES	2018	2019	2020
EMPLOYEE DART RATE	0.97	0.76	0.39
TOTAL EMPLOYEE RECORDABLE INJURY RATE	1.73	1.22	0.49
TOTAL EMPLOYEE FATALITY RATE	0	0	0
NEAR MISSES (TOTAL)	428	439	466

CANALS SAFETY PERFORMANCE

From 2012-2017, the Canals DART rate was 5.9. This rate improved in 2017, its first year under NYPA, to 4.95. Recognizing the need to create a culture of safety and to support reaching the Canals DART target of 3.5, a Safety Improvement Committee was established between NYPA's EH&S department and Canals' leadership team. The committee fosters ongoing, transparent dialogue around safety improvement measures for the future.

[2] Days Away, Restricted or Transferred, used as a metric by OSHA to measure the impacts of workplace injuries.

Employee Development

Our people are our greatest asset, and we want to equip them to thrive and reach their full potential in a dynamic industry and a changing work environment.

We attract, grow and maintain our diverse workforce by supporting employees' career advancement and encouraging them to take ownership in their career development.

Employee development is managed at the organizational level through a regular review of workforce needs, employee engagement surveys and other forums for capturing employee feedback. Employees are empowered to drive their career development through the career development platform, talent development programs and performance management processes. Efforts are coordinated by the chief human resources and administration officer, vice president of organizational development and human resources, and chief DEI officer to ensure we create a more diverse, equitable and inclusive workforce. The effectiveness of employee development programs is regularly evaluated through performance indicators and employee engagement metrics.

NYPA was awarded the **Forbes Best Mid-Size Employer** distinction in 2018, 2019 and 2021, the first time a New York State authority has been recognized and a testament to the strength of our employee development programs.

Training and Development Programs

We hold ourselves to the highest standard, enabling NYPA and Canals employees to do their best work. Our employee engagement and talent development programs drive learning, shape organizational culture, and ensure employees can obtain the skills and experiences needed to advance professionally and bring our mission to life.[1]

Comprehensive employee training and development programs include:

> Customized teambuilding activities to engage staff in behaviors that drive performance

> Curated learning curriculum to develop knowledge and skills

> Immersive learning experiences, including The Blue Standard suite of manager and leadership training programs and access to an employer paid onsite MBA program—in partnership with a nationally recognized sustainable business program

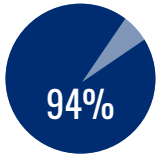
> Innovation challenges, such as the Eureka! program which provides a forum for employees to share innovative ideas on a range of topics, including operational improvements, sustainability opportunities and community engagement

> Continuous improvement projects to optimize our core business processes and increase our workforce effectiveness—resulting in over $10 million in cost and capacity savings

We recognize the importance of modeling sustainable practices to effectively influence corporate culture and make every effort to embed a sustainability mindset in employee engagement programming.

[1] All our employee development programs are available to non-union employees. Union represented employees participate in programs as negotiated with union leadership and outlined in collective bargaining agreements.

EMPLOYEE ENGAGEMENT HIGHLIGHTS



Between 2018 and 2020, over 94% of NYPA employees received regular performance and career development reviews

200%

In 2020, the total retention touch points* for NYPA employees achieved 200% of the annual goal

Employee engagement initiatives led to a 35% increase in overall engagement scores between 2015 and 2019

Retention touchpoints are defined as an employee's engagement with talent development programs

CASE STUDY

DRIVE BLUE

Launched at the end of 2019, the DRIVE BLUE manager development program empowers managers to build engaged, adaptable teams that meet the needs of a transforming industry. DRIVE BLUE offers managers the opportunity to invest in their own development, keeping their skills current while meeting new and evolving workplace demands.

The program curriculum is grounded in manager competencies and touch-stone learning experiences, while also including coursework around DEI topics and management practices to underscore our commitment to embedding DEI across the enterprise.

Managers may self-select their learning path, choosing from applied skills practices, panel discussions with NYPA experts and e-learning courses based on their unique development needs and interests.

Diversity, Equity & Inclusion

Diversity, equity and inclusion (DEI) is a top corporate priority and foundational pillar of VISION2030. We recognize that a utility requires a dynamic workforce and rich culture that is truly representative. While NYPA has had a robust and wide-reaching DEI initiative for several years, stemming from the creation of the Office of Civil Rights & Inclusion (OCRI), we recently doubled our investment in DEI and crafted an enterprise-wide DEI program to ensure we are an employer of choice within the utility industry.

2020 DEI Milestones

Introduced a holistic, five-year **Ten-Point Diversity, Equity and Inclusion Plan**

Joined the **American Association of Blacks in Energy (AABE) Energy Equity Initiative**—the first energy company in the nation to do so

Launched a virtual program for **young women as future STEM leaders**, in collaboration with a local community college

Continued to **support staff virtually** with Employee Resource Group (ERG) programming, workshops, forums and safe spaces

Held **Special All Hands Meeting** in response to the summer's social unrest

Launched training to educate employees on how to **be an "Upstander"** against racism and build a culture of inclusion and respect

NYPA DEI TARGETS (2021-2025)

90%
DEI training completion rate per year achieved

90%
of employee development plans completed

40%
participation rate for specialty programs reached

30
annual ERG engagements established

Reinforcing our Commitments

By becoming the first energy company in the nation to join the AABE Energy Equity campaign, we committed to diversifying employment, leadership, business contracting and workforce development at NYPA and in the energy industry.

Our **Ten-Point Diversity, Equity and Inclusion Plan** was introduced in 2020 to catalyze this commitment by:

> Proactively implementing solutions to address populations traditionally underrepresented in the utility industry

> Educating our employees on racial justice and antiracism

> Strengthening NYPA's environmental justice ties in communities throughout New York State

> Growing our diverse supplier and partner relationships

The plan was developed with support from a newly established DEI working group, anchored by executive leadership, human resource centers of excellence, environmental justice and strategic supplier management. Programs are designed utilizing KPIs with the intent to provide tangible solutions for both our internal and external communities.

INTERNAL COMMITMENTS

> Expand ongoing training to NYPA employees on antiracism, unconscious bias, microaggression and cultural competency

> Create pathways for career development and upward mobility for NYPA employees and invest in our workforce to increase representation, starting with BIPOC (Black, Indigenous and People of Color) and other underrepresented groups

> Reaffirm NYPA's commitment to building and maintaining a diverse, equitable and inclusive culture

EXTERNAL COMMITMENTS

> Broaden NYPA's community-based STEM, student internship and mentorship programs to increase the pipeline of diverse utility and clean energy workers for tomorrow

> Leverage NYPA's experience, resources and purchasing power to build capacity and access for Minority and Women-owned Business Enterprises (MWBEs)

> Create an enterprise-wide employee service program dedicated to volunteer activities in environmental justice communities

Governance and Workforce Diversity

Our governance bodies—consisting of the Board of Trustees and EMC—are collectively responsible for guiding our DEI strategy and management. Recognizing this material topic as core to our mission and success, NYPA and Canals' leadership is committed to ensuring the accountability of our DEI management to the broader organization and our stakeholders.

We further hold ourselves accountable for the implementation of our Ten-Point Diversity, Equity and Inclusion Plan with oversight from our first chief DEI officer, who reports directly to both the president and CEO and the executive vice president and chief human resources and administration officer. Internal DEI efforts are also managed through a regular review of workforce needs, data inputs, hiring trends, employee complaints and requests, and feedback from ERGs and leadership.

We have a multigenerational workforce, with differences in representation across race and gender driven by geography and job classification. We analyze demographic data regularly across various employee categories, and plan to conduct further analyses of race and gender with an independent third party in 2021.

> "We are committed to walking the walk and talking the talk when it comes to racial justice and equality, diversity and inclusion. We will hear, at every governance meeting, from our Diversity, Equity and Inclusion team, led by our newly appointed chief diversity, equity and inclusion officer, to ensure that we are making progress against our Ten-Point Plan."
>
> **GIL QUINIONES, NYPA PRESIDENT AND CEO**

Community Engagement

Being a good neighbor and environmental steward means being responsive to community needs. That is why we are committed to ensuring the communities in which NYPA and Canals operate have access to clean, renewable energy that creates jobs and continues to build a green economy.

Community engagement is a collaborative, multi-tiered effort, targeting different stakeholder groups. These include community organizations, local community members, elected officials and over 1,400 NYPA customers, in addition to Canals stakeholders located along over 500 miles of Canal and trail systems.

Our engagement approach is designed to leverage our expertise in energy to provide programs and services that meet the unique needs of our **customers** and **communities**.

> **Customer programming and enhanced customer engagement services** focus on meeting customer needs and assisting with CLCPA compliance—amplified through the launch of new programs to improve the digital customer experience and regularly evaluate customer feedback. As part of VISION2030, we established a new corporate goal for customer engagement and will improve customer satisfaction by more than 10% by 2030.

> We host regular educational programs and outreach activities for **local communities and the general public that reach thousands of New Yorkers each year**, including community events such as the Wildlife Festival, Festival of Trees, electric vehicle ride and drives, and regular holiday and movie events.[1] NYPA also leads educational tours of our visitors and nature centers, hosts STEM camps and offers classes for school groups on a variety of energy topics. Many of NYPA's programs, all provided free of charge, are designed to increase public awareness around sustainability and climate change, promote sustainable practices and encourage the adoption of clean energy technologies.

> Our **Environmental Justice (EJ) program** also has a wide reach, involving **hundreds of community partners** each year and focusing on four key areas: STEM education, Adult Energy Literacy, Community Energy Efficiency Projects, and Community Engagement and Advocacy. Programs range from student STEM trainings, to supporting energy upgrades in local housing authorities, to educating low-income homeowners and renters about simple ways to conserve energy and lower utility costs without compromising comfort or safety.

Environmental Justice (EJ) is driven by a commitment to be a good neighbor to historically disadvantaged and marginalized communities located near our state-wide facilities, assets and programs (*four-mile radius in an urban area, 10-mile radius in a rural area*). The EJ team also serves as an internal advocate across NYPA and Canals, ensuring that community concerns are prioritized and incorporated into enterprise-wide programming and activities.

[1]For health and safety reasons, event restrictions and limitations around the COVID-19 pandemic impacted the occurrence of annual NYPA and Canals events for 2020.

NYPA GIVING WEEK

The annual "NYPA Giving Week" initiative hosted in conjunction with Martin Luther King Jr. Day encourages volunteers across NYPA and Canals' facilities to partner with area food banks and pantries.

In 2020 Clark Energy Center employees delivered 2,200 pounds of non-perishable food items to an area food bank—Utica Feed Our Vets Pantry—supporting military veterans in need and their families.

CASE STUDY

MEETING OUR COMMUNITIES WHERE THEY ARE, WITH WHAT THEY NEED

As the pandemic raged on over the course of 2020, we were thoughtful in making choices to close or reopen our visitors centers and other state-wide sites, working together across the organization to procure proper Personal Protective Equipment (PPE), install upgraded ventilation systems, and enact best practice protocols to ensure the health and safety of our employees and guests.

The COVID-19 pandemic significantly impacted our ability to deliver in-person EJ programs and community events. However, we swiftly adapted with the launch of a suite of virtual classroom modules reaching over 2,600 stakeholders. We also launched a research project on the environmental impact of indoor agriculture and food production, which in addition to delivering educational insights also produced a supply of year-round fresh produce to stakeholders economically impacted by the pandemic.

CASE STUDY

ADDRESSING RACIAL JUSTICE IN THE ENERGY SECTOR

In July 2020, NYPA became the first energy company in the nation to join the AABE Energy Equity Initiative, with an aim to increase the representation of African Americans in employment, leadership, business contracting and workforce development in the energy industry.

> "Like NYPA, we believe that working together we can be a better industry when we embrace opportunities to improve the representation of African Americans in the energy industry. With its Ten-Point Plan, NYPA is the first energy company to join our Energy Equity Initiative. NYPA has long demonstrated support for communities during times of great need."
>
> **PAULA R. GLOVER, FORMER PRESIDENT AND CEO, THE AMERICAN ASSOCIATION OF BLACKS IN ENERGY**

Programs within this partnership—such as those featured below—are designed to broaden NYPA's community-based STEM, student internship and mentorship programs to increase the pipeline of diverse utility and clean energy workers.

- **P-TECH Scholars Program:** The Pathways in Technology Early College High School (P-TECH) Program enables students located in historically under-resourced schools to begin their college and professional lives with more support than the typical school-to-work pathway. As an industry partner, NYPA selects public schools near its facilities. Students follow a utility-focused curriculum enhanced by mentorships, career centered events, paid internships and job shadowing to earn an associate degree at no cost. NYPA aims to establish 10 P-TECH partnerships by 2025.

- **The NYPA Future Energy Leader Scholarship:** NYPA will award 20 annual regional scholarships to high school students residing in historically disadvantaged communities near NYPA assets, for pursuit of energy-related STEM degrees.

Access & Affordability

We strive to deliver low-cost power and energy services to all our customers, including state agencies and local governments, businesses, and municipal and rural electric cooperatives. Further, we promote economic development to bolster community livelihoods in all parts of the state through the creation and retention of thousands of jobs, including Green Jobs.

This focus on access and affordability is organization-wide, with oversight from the EMC and Board of Trustees. Our operations business unit is responsible for producing the low-cost power that supports our economic development programs, as well as delivering a full range of energy solutions in the areas of clean energy supply, energy efficiency, distributed solar and storage, and electric transportation.

Investing in Access & Affordability

Between 2018 and 2020, we helped customers save

212,196 MWh

of electricity with our energy efficiency programs.

LOOKING AHEAD, NYPA PLANS TO:

Finance up to
$3 BILLION
for energy efficiency projects at customer facilities by 2030

Achieve
$550 MILLION
of third-party investment in customer sited renewables by 2025

40%
will be sited in low- to moderate-income (LMI) communities

Invest over
$100 MILLION
in EV charging infrastructure by 2025

NYPA will continue to support customer climate goals, including those outlined in the CLCPA, BuildSmart and New York City Local Law 97.

2020 Customer Energy Efficiency and Electrification Milestones

> We began installation of energy-saving LED streetlights throughout Utica, designed to save the city more than $1.5 million annually and reduce GHG emissions by approximately 2,280 tons a year—the equivalent of taking more than 1,600 cars off the road.

> We completed a $16 million project to install LED streetlights in Syracuse—saving the city $3.3 million annually and reducing GHG emissions by nearly 8,500 tons a year.

> We partnered with the Metropolitan Transportation Authority on platform lighting upgrades at Grand Central Terminal to reduce GHG emissions by 1,655 tons a year, resulting in significant savings in energy and maintenance costs.

> We equipped *Maid of the Mist* at Niagara Falls to launch the first all-electric vessels in the nation by providing clean, renewable hydropower.

> We installed 14 high-powered bus chargers at three transit agencies, as well as new DCFC and L2 chargers for the New York State Thruway Authority.

> Together with the NYSERDA, we launched a $1 million Transit Bus Electrification Master Plan that includes electrification roadmaps for the five largest upstate and suburban transit agencies in New York State.

CASE STUDY

BUILDSMART PROGRAM

New York State has set a state-wide target to reduce energy use by 185 TBtu by 2025, from a FY 2014-2015 baseline. The New York State BuildSmart program directs state agencies and authorities to lead by example in building energy efficiency to meet these ambitious targets. NYPA is the state-wide coordinator for the BuildSmart program and is responsible for assisting sister agencies and authorities with program implementation.

The first iteration of the program, BuildSmart 2020, targeted a 20% reduction in energy use intensity (EUI) by 2020 (baseline FY 2011-2012) for all agencies and authorities. **The program achieved an EUI reduction of 22.6%, and $514.2 million in cost savings.**

The current program, BuildSmart 2025, **targets a total energy reduction of 11 TBtu by 2025**, with each state agency/authority allocated a portion of the total. NYPA is working with agencies and authorities to develop project pipelines, and we are making good progress toward the target.

NY Energy Manager is an energy management information platform that enables our customers to monitor and manage energy use, costs and GHG emissions from their buildings. In 2020, we launched the NY Energy Manager dashboard as part of our digital customer experience portal, which is available to over 1,000 NYPA supply customers.

The NY Energy Manager platform supports BuildSmart 2025 tracking and reporting and currently includes over 16,000 facilities, with over 12,000 MMBtu recommended in energy savings.

EVolve NY Vehicle Electrification Initiatives

Under our EVolve NY program, we have made a commitment to invest over $100 million through 2025 to improve New York State's charging infrastructure and accelerate the adoption of EVs. As part of this effort, we are growing a network of fast, affordable and reliable public charging stations across New York State.

In 2020, NYPA:

- Opened our first fast charging site in the Mid-Hudson Valley, with units capable of charging an EV in just 20 minutes
- Finalized a 10-charger site at John F. Kennedy International Airport in Queens—the largest publicly-accessible fast charging site in the Northeast
- Installed three charging stations in the North Country, expanding the feasibility of EV ownership to a new region of the state
- Created our first "EV Accelerator Community" in the town of Fairport, a partnership to accelerate the adoption of EVs and integrate them into municipal infrastructure, community and culture

By the end of 2021, NYPA's fast charging network will stretch from Buffalo to New York City, counting more than 150 fast chargers. Our goal is to install up to 800 new fast charging stations throughout New York State by 2025.

Economic Development

We are building up communities across New York State by offering low cost, renewable hydropower to eligible commercial and industrial customers that are making capital investments and creating jobs. As of December 2020, NYPA's economic development programs supported over $21 billion in capital investment and created or retained 400,000 jobs.

Economic Development Programs

- **ReCharge NY (RNY)** provides 910 MW of hydro and market power to support **business attraction, expansion and retention** across the state.
- Western New York (WNY) Hydropower (**Expansion Power** and **Replacement Power**) provides 695 MW of hydropower generated at NIA. The program seeks to encourage **business attraction and expansion of existing facilities** located within a 30-mile radius of the Power Project. 20 MW has been made available for business expansion and attraction in Chautauqua County.
- **Preservation Power** is comprised of 490 MW of hydropower generated at the STL Power Project that may be allocated to eligible businesses located in the Franklin, Jefferson and St. Lawrence counties. The program is offered as an incentive to encourage **business expansion and attraction**.
- NYPA also offers grant funding to support capital project development in certain geographic regions.
  - The **WNY Economic Development Fund** (Proceeds) is available to eligible applicants located within a 30-mile radius of NIA.
  - The **Northern New York (NNY) Economic Development Fund** (Proceeds) is available to eligible applicants located in St. Lawrence County.

NYPA's economic development programs are managed by the Clean Energy Solutions department. Applications are reviewed against a number of statutorily established criteria, including capital investment, job impact, significance of cost of electricity, and alignment with regional economic development strategies and priorities. Program awards are made on a competitive basis with input from regional economic development stakeholders (Economic Development Power Allocation Board (EDPAB), WNY & NNY Regional Stakeholders, Proceeds Allocation Boards). All awards are reviewed and approved by NYPA's Board of Trustees.

CASE STUDY

ECONOMIC DEVELOPMENT CUSTOMER ASSISTANCE PROGRAM (EDCAP)

Recognizing that COVID-19 negatively impacted New York State's economy in a significant, long-term way, NYPA responded by creating EDCAP, a program that provides fiscal relief to economic development power customers during the ongoing pandemic with assistance such as relaxed payment terms and additional hydropower.

"We are committed to **supporting our economic development customers** through this challenging time. NYPA's low-cost hydropower is the lifeblood for hundreds of businesses across the state, **supporting hundreds of thousands of jobs**. It's critical that we ensure the benefits of our support are sustained during this devastating pandemic."

JOHN R. KOELMEL, NYPA CHAIRMAN

EDCAP PARTICIPATION AND IMPACT

43%

of eligible customers had monthly bills deferred for a period of up to six months

>50%

of customers received additional hydropower allocations under current job and capital investment commitments

Reimagine the Canals

Launched in January 2020, *Reimagine the Canals* is a $300 million initiative designed to adaptively reuse New York State Canal infrastructure for the economic and recreational benefit of New Yorkers, while driving operational efficiency in the system itself. The program's vision, once fully implemented, will reimagine the Canal system as a civic asset that can assist in the revitalization of upstate New York communities.

The initiative celebrates historic canal structures, develops canalside attractions and activities, adaptively reuses canal infrastructure, and implements operational improvements to decrease cost and generate revenue. NYPA's "Reimagine" team, in coordination with Canals, is responsible for the implementation of this program. Since its launch, over 70% of the overall $300 million initiative has been earmarked for more than 20 projects. Key projects to be developed and constructed by 2025 include:

- **Guy Park Manor:** a site being rehabilitated and reborn as a hospitality destination along the Mohawk River in Amsterdam, with a new pedestrian bridge to provide access to the Empire State Trail
- **Canastota Pocket Neighborhood:** a canalside pocket neighborhood development at a former industrial property along the Old Erie Canal
- **Brockport Loop Pedestrian Bridge:** a new pedestrian bridge to connect SUNY College at Brockport to the Empire State Trail
- **Cayuga Watercourse:** a new water sports course that will use existing canal infrastructure to control water flows

CANALS 2020 "STAYCATION"

The summer 2020 "Staycation" initiative promoting COVID-safe, outdoor recreational opportunities for state residents provided more than 2,800 participants with access to kayaking and biking activities. NYPA conducted a risk assessment of this program before launch, in light of additional H&S considerations.

GOVERNANCE

Enterprise Risk & Resilience

Our operating environment is becoming increasingly distributed and uncertain. However, with cross-functional risk management and resilience programs that leverage enhanced capabilities, NYPA and Canals are equipped to thrive in a shifting landscape and to protect and enhance the value we bring to New York State.

NYPA and Canals support a forward-leaning, risk- and resilience-aware organizational culture by:

- Cascading and cultivating the tone from the board, EMC and Executive Risk Management Committee to socialize risk awareness, appetite and tolerance, and to enhance decision-making across all echelons of the organization
- Implementing a framework to enable personnel to identify a broadened view of typical and atypical emergent threats, risks and consequences, and to manage, mitigate and escalate challenges in accordance with NYPA's risk appetite
- Promoting a strong governance culture that enables plan execution while minimizing unnecessary risk, and that integrates processes and capabilities to prepare for, respond to and recover from future disruptions and unintended consequences

Managing Risk and Resilience

Maintaining and strengthening NYPA and Canals' risk and resilience posture is a shared responsibility amongst all stakeholders. Our risk management and resilience approach provides transparency and visibility across the organization to ensure all leaders and personnel are equipped to contribute to NYPA and Canals long-term success.

Starting at the highest levels of the organization, the risk and resilience team facilitates recurring updates and information exchanges during Board of Trustees and Finance & Risk Committee meetings to validate and inform program frameworks, risk appetites, objectives and priorities. This information is cascaded to several committees that enable cross-cutting support of risk and resilience awareness and activities, including an Executive Risk Management Committee that convenes business unit leaders monthly to discuss, resolve and create actions plans around risks that have the greatest impact on our organization, and a NYPA Secure & Resilient Committee that convenes departmental leaders to provide guidance, facilitate communication, and help build a culture of security and resilience across our organization.

In addition, the risk and resilience team ensures a common understanding of program responsibilities, requirements and objectives across the enterprise, and promotes risk and resilience messaging and best practices through our AllWays Resilient Awareness Campaign, team trainings, drills and exercises, a weekly Resilience Call and issue escalation to the Executive Risk Management Committee.

> In 2020, the resilience, strategic supply management and supplier relationship management teams partnered to identify and assess voluntary actions to manage risks with NYPA's supply chain security and to enhance supply chain resiliency, including a supply chain risk questionnaire that addresses concerns raised by the North American Transmission Forum, and processes following the spirit of the Prohibition Order in accordance with Executive Order 13920 Securing the United States Bulk-Power System. Resulting recommendations were presented to the Executive Risk Management Committee.

Enhancing Risk and Resilience Capabilities

NYPA and Canals is committed to bringing its risk- and resilience-aware culture to the forefront, from the top-down, by leveraging strong support from the Board of Trustees, Finance & Risk Committee and EMC.

NYPA's commitment to risk management and resilience manifested with the deployment of the Enterprise Governance, Risk and Compliance System (EGRC) that provides a common framework for managing policies, internal controls, risks and assessments across the organization, thereby enabling cross-functional collaboration, alignment and reporting. The solution empowers personnel to self-identify, manage and measure their own risks. It also improves the risk and resilience team's capabilities to connect the dots between different functions, positioning NYPA to better manage risk, prepare for and adapt to changing conditions, and withstand and recover rapidly from disruption.

> In 2020, NYPA deployed the EGRC system. Along with offering enhanced capabilities, the deployment of the EGRC system supports our strategic initiatives, such as the VISION2030 foundational pillars Digitization and ESG, by advancing informed and transparent decision-making.

Regulatory Management & Compliance

As the nation's largest state-owned public utility, NYPA is committed to leading by example to ensure all corporate and business unit policies, procedures and practices comply with federal and state statutory, regulatory and industry requirements.

Beyond ensuring consistent compliance with current regulations as required by law, we are dedicated to monitoring future regulatory advancements by remaining proficient in relevant energy market issues that impact the implementation of renewable energy resources and transmission construction.

When appropriate, NYPA participates in NYISO, PJM Interconnection LLC (PJM) and New York State Transmission Owners (NYTO) meetings to:

- Advocate for clean energy and smart transmission construction
- Assess opportunities to incorporate cost of carbon into energy pricing
- Develop and implement equitable cost recovery mechanisms to allocate the costs of achieving a green new grid

We collaborate with other utilities and industry stakeholders to stay up-to-date on legislation and regulations and drive best practices in the energy industry. We also share operational best practices with trade associations and through transmission/generation forums.

Managing Risks through Regulatory Management and Compliance

We promote a culture of risk management and resilience through development and execution of robust regulatory management and compliance programs.

- **Enterprise-wide Internal Controls Program** consistent with the Internal Control Integrated Framework model developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)
- **Internal Business Controls Group**, established in 2020 and dedicated to helping management identify, promote and strengthen internal controls across NYPA
- **Internal Audit Department**, which works closely with the risk management team to ensure effective integration of risk and exposure into the enterprise risk management program and collaborates with the Office of Ethics and Compliance to enhance internal controls and mitigate insider threats and fraud risks
- **Ethics and Compliance Program**, overseen by the Office of Ethics and Compliance, which advises on the legal, regulatory and NYPA Code of Conduct ethics and compliance standards relating to our employees and operations, while also coordinating the investigation of allegations and concerns involving NYPA and Canals' assets and employees
- **Environmental Regulatory Compliance Program** aligned with relevant legislation such as the Clean Air Act, Clean Water Act and New York State Environmental Conservation Law
- **External Employee Concerns Line**—1-877-TEL-NYPA—enabling employees to report allegations or concerns related to statutory and regulatory compliance and adherence to policies and procedures

Compliance-related activities are overseen by the EMC and the Board of Trustees' Audit Committee, Governance Committee, and Finance & Risk Committee, reinforcing the commitments of NYPA and Canals' leaders to institutionalize a culture of compliance across the organization.

ESTABLISHING REGIONAL EH&S DEPARTMENTS AND MANAGERS

In 2020, NYPA implemented an enterprise-wide organizational change to improve our environment, health and safety (EH&S) performance, establishing an EH&S department in each of our New York State regions. Having these EH&S professionals in one department enhances resilience, knowledge transfer and succession planning efforts by providing an increased breadth of oversight.

We also created a new leadership role, the EH&S manager, that reports directly to the regional manager and indirectly to the corporate vice president, EH&S. The EH&S manager is responsible for his or her respective region's compliance with applicable regulations promulgated by OSHA, PESH, USEPA, NYSDEC, USACOE, SHPO, and NYS and NYC DOH, and for championing NYPA's goal of continual improvement in EH&S performance.

ETHICS AND COMPLIANCE REPOSITORY

The Office of Ethics and Compliance maintains an electronic inventory of all statutory and regulatory mandatory reporting and training affecting NYPA and Canals. In the fall of 2019, the Repository was enhanced with compliance reporting and training profiles (approximately 290) and modified to include a "compliance owner" field. Compliance owners now have the ability to attach reports and supporting documentation, creating a comprehensive record that will be retained with each reporting and training profile.

CASE STUDY

MANAGING AND ENHANCING GRID RELIABILITY THROUGH REGULATORY COMPLIANCE

Our regulatory compliance programs bolster our work to ensure a reliable, resilient and secure grid. We embed regulatory compliance within our operational processes, striving to implement controls and practices that go above and beyond required regulatory activities.[1]

We have robust internal programs focused on compliance and performance improvement, including periodic Reliability Standards Compliance (RSC) assessments to review the controls' adequacy and effectiveness. We also conduct internal audits, peer and industry benchmarking analyses, and surveys.

We have established cross-functional governance processes and collaborate across business units, keeping NYPA leaders informed of initiatives impacting enterprise-wide policies, resources and operations. Our management and oversight policies and processes align with industry standards (such as ISO 55001) and are established with input from leadership, stakeholders and industry.

[1]We are compliant with Federal Energy Regulatory Commission (FERC), North American Electric Reliability Corporation (NERC) and Northeast Power Coordinating Council, Inc. (NPCC)—aligning with NPCC Reliability Standards and participating in periodic NPCC internal compliance program evaluations.

Cyber & Physical Security

Navigating our increasingly digital world and protecting NYPA and Canals from cyber and physical threats are critical to organizational safety, security and resilience. By establishing market-leading cyber and physical security programs and building a work environment protected from cyber and physical threats, NYPA and Canals strive to:

- Deliver secure solutions and services that advance our mission and support operations
- Increase organization-wide security awareness
- Ensure response readiness with actionable security standards and training
- Serve as a model of success for state entities and utility partners by promoting industry best practices in cyber and physical security

Embedding Cyber and Physical Security

The Cyber & Physical Security Committee of the Board of Trustees, coupled with the Executive Risk Management Committee, provide for strong oversight and management of NYPA's physical and cyber security management processes. A defense-in-depth strategy is in place to address security risks across all systems controlled by NYPA and Canals. These are designed to meet or exceed industry standards and comply with applicable regulations for the protection of our facilities, technology systems, employee safety and G&T operating assets. We also work with government and industry partners and participate in information-sharing events, drills and industry conferences to closely track new and emerging threats.

Our cyber and physical security programs implement layered defenses and detection capabilities to protect NYPA and Canals from a range of threats. We also provide user awareness training and share best practices across the organization to minimize risks, for example, encouraging employees to report suspicious activity and phishing based threats.

> "As we continue to innovate and provide greater value to our customers through digitization, we must also ensure that we do not create new exposures that could be exploited by cyber-threat adversaries and threaten our critical infrastructure. This evolution will require a new set of cyber security capabilities that are scalable and enable a collective-defense concept to protect NYPA and its customers from a continuously evolving cyber threat landscape."
>
> **ERIC MEYERS, NYPA VICE PRESIDENT AND CHIEF INFORMATION SECURITY OFFICER**

LEADING A WORLD-CLASS CYBERSECURITY CENTER OF EXCELLENCE

Our digital ecosystem and the cyber threat landscape are constantly evolving, and our cyber security efforts are expanding across all NYPA and Canal sites to mirror new and emerging trends, such as integrating cloud-based solutions and innovating work-from-home security.

In August 2020, we announced a collaborative partnership with an industry-leading industrial controls provider to establish a Cybersecurity Center of Excellence. This first-of-its-kind industrial cybersecurity monitoring, research and innovation center will focus on detecting and defending against cyberattacks on critical NYPA infrastructure.

The center is a first step in bringing together a coalition of public, private and academic partnerships that will build the core capabilities needed to identify new and existing cyber threats, adopt new technologies to protect digital infrastructure and attract talent to the energy industry.

[1]NYPA complies with all regulatory and industry-specific regulations and requirements, such as NERC Critical Infrastructure Protection (CIP) Reliability Standards and FERC Hydrosecurity Standards.

CASE STUDY

ENSURING AN EFFECTIVE AND SECURE COVID-19 RESPONSE THROUGH DIGITAL INNOVATION

At the start of the pandemic, the 120 members of NYPA's IT business unit turned our entire enterprise into a productive and secure work-from-home force in less than five days. Plant operations staff were successfully sequestered and NYPA continued to provide critically needed power to medical centers and field hospitals, including the converted Javits Center in Manhattan.

> "COVID-19 posed unprecedented challenges and our information technology team really stepped up to help us adapt to a very unique and trying period. We were able to seamlessly transform our workforce into an efficient remote operation and continue our critical mission of providing affordable, clean and reliable power across the state."
>
> **ROBERT PIASCIK, NYPA SENIOR VICE PRESIDENT AND CHIEF INFORMATION AND TECHNOLOGY OFFICER**

Technology solutions NYPA leveraged in this swift response included:

- Launch of Microsoft Teams, a project that was a pilot experiment for a small group prior to COVID-19, and rapidly developed into a full enterprise deployment in just a few weeks
- Platforms such as weekly broadcast messages and web conferencing that allowed senior leadership to regularly communicate with staff
- Applications that provided a fast and efficient way for employees to check-in daily and report on health issues

Supply Chain & Procurement Practices

NYPA and Canals' strategy and success are bolstered with a supplier network spanning more than 7,000 entities that support all aspects of our operations. We recognize the scale of our impact across this broad network.

ADVANCING SUPPLY CHAIN SUSTAINABILITY

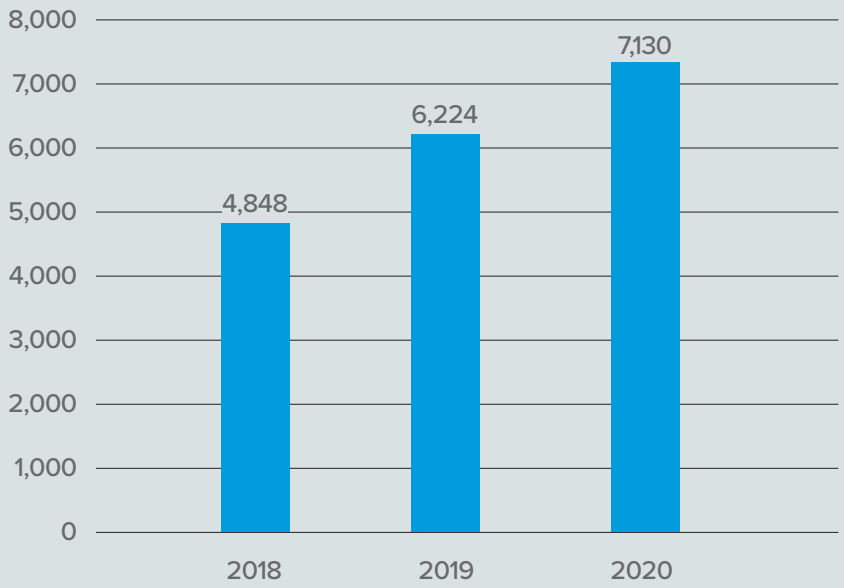
We strive to manage our supply chain sustainably and reduce the environmental and social impacts of our operations. We are working to minimize the impacts of our suppliers and purchased products, as well as increase the number of local and diverse suppliers we work with—including New York State businesses, MWBEs and Service-Disabled Veteran Owned Businesses (SDVOB)—and the amount of money we spend on their services.

We are integrating ESG into our supply chain by embedding sustainability criteria in procurement processes, continuing to build relationships with suppliers and increasing transparency across our supplier network.

We add approximately 800 suppliers to our network each year, leveraging a robust screening and evaluation process that identifies and prioritizes suppliers based on a range of critical performance indicators including environmental and social impacts. We have also integrated sustainability criteria into our supplier risk modules. In 2020, 67% of new suppliers were screened using ESG criteria.

NYPA was the first New York State government entity to include ESG criteria in its supplier evaluation process.

NUMBER OF SUPPLIERS ASSESSED FOR SOCIAL AND ENVIRONMENTAL IMPACTS



We regularly engage with our suppliers to build strong relationships and have developed a targeted supplier engagement strategy to optimize engagement by supplier category. Our annual supplier sustainability assessment is distributed to the suppliers that conduct the most business with NYPA, including all Tier 1 suppliers and our top Tier 2 suppliers, as measured by spend.

NYPA participates in industry groups that support the development of sustainable procurement strategies, including the Electric Utility Industry Sustainable Supply Chain Alliance (EUISSCA), the Natural Gas Supply Collaborative and the EPRI SF_6 Supplemental Project.

Maximizing Supply Chain Diversity

We are invested in working with New York State suppliers and ensuring diversity across our supply chain.

To build capacity and access to diverse firms, we host supplier diversity events and deliver education and training. We also participate in an average of nine supplier outreach events per year, all hosted virtually in 2020. We advertise procurements state-wide to ensure locally based diverse suppliers have access to bidding opportunities. Additionally, we use New York State's discretionary spend guidelines, when applicable, to engage locally based diverse suppliers and promote economic inclusion. Our goal to build capacity and access to diverse firms is reinforced by the new Ten-Point Diversity, Equity and Inclusion Plan.

This local supply chain focus resulted in 53% of NYPA's procurement budget, and 90% of Canals' procurement budget, spent on New York State suppliers in 2020.

WE EXCEEDED OUR SUPPLIER DIVERSITY GOALS IN 2020

24%
of NYPA and Canals' total identified MWBE spend with New York State certified suppliers

63%
of NYPA and Canals' total identified SDVOB spend with New York State certified suppliers

NYPA and Canals' total identified MWBE spend and total identified SDVOB spend are based upon established New York State criteria, including but not limited to, services to be performed, availability of certified suppliers and geographic location. In 2020, our MWBE and SDVOB targets were 22% and 6%, respectively.

CASE STUDY

DIVERSE SUPPLIER SUPPORT IN TIMES OF NEED

The COVID-19 pandemic severely impacted the global supply chain, particularly in relation to PPE. Our diverse and small business supplier network jumped into action and were instrumental in procuring the PPE and supplies necessary for our employees to feel protected from the coronavirus.

These suppliers delivered food early in the pandemic when other businesses were closed, printed COVID-19 signage for all NYPA and Canals sites when awareness messaging was needed the most, and supplied PPE kits when wholesale suppliers could not support our needs. Diverse suppliers also assisted with daily health screenings and COVID-19 testing by helping to identify available nurses in remote locations during the pandemic.

In a time of immense need that required immediate action, our supply chain showed up and helped us navigate a swift COVID-19 response.

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NY Power
Authority
Canal
Corporation

Appendix

Performance Data

GRI 102-08: Number of Employees

	2020		
	Female	Male	
NYPA			**Total**
Total number of employees	478	1,495	1,973
Permanent employees	470	1,456	1,926
Provisional employees	7	37	44
Temporary employees	1	2	3
Full-time employees	465	1,464	1,929
Part-time employees	13	31	44
Canals			
Total number of employees	61	402	463
Permanent employees	56	360	416
Temporary employees	5	42	47
Full-time employees	58	401	459
Part-time employees	3	1	4

GRI 405-1: Diversity of Governance Bodies

		2020	
		Female	Male
Categories	**Unit**		
Under 30 years	%	0.00	0.00
30-50 years	%	20.00	6.67
Over 50 years	%	6.67	66.66
Total	**%**	**26.67**	**73.33**

Data reflects Board of Trustees and EMC composition as of December 31, 2020.

GRI 405-1: Diversity of Employees

		2020		
		Female	Male	
Categories	**Unit**			**Total**
NYPA				
Under 30 years	%	2.33	5.27	7.60
30-50 years	%	12.27	40.65	52.91
Over 50 years	%	9.63	29.85	39.48
Canals				
Under 30 years	%	1.30	10.58	11.88
30-50 years	%	4.97	35.85	40.82
Over 50 years	%	6.91	40.39	47.30

An independent analysis of NYPA and Canals' diversity data is currently underway. Data for additional diversity categories will be disclosed once the analysis is completed.

NYPA and Canals' MWBE and SDVOB Spend

	Unit	2018	2019	2020
Percent of Total Identified MWBE Spend with New York State Certified Suppliers	%	18.22	22.94	24.43
Percent of Total Identified SDVOB Spend with New York State Certified Suppliers	%	38.26	70.41	62.60

NYPA and Canals' total identified MWBE spend and total identified SDVOB spend are based upon established New York State criteria, including but not limited to, services to be performed, availability of certified suppliers and geographic location.

Performance Data

SASB IF0101-12: Health & Safety Performance: NYPA

Categories	Unit	2018	2019	2020
Employee DART Rate	Rate	0.97	0.76	0.39
Total Employee Recordable Injury Rate	Rate	1.73	1.22	0.49
Total Employee Fatality Rate	Rate	0	0	0
Near Misses	Rate	428	439	466

SASB IF0101-12: Health & Safety Performance: Canals

From 2012-2017, the Canals DART rate was 5.9. This rate improved in 2017, its first year under NYPA, to 4.95. Recognizing the need to further institutionalize a culture of safety and to support reaching the Canals DART target of 3.5, a Safety Improvement Committee was established between NYPA's environmental health and safety business unit and Canals' leadership team—fostering ongoing, transparent dialogue around safety improvement measures for the future.

Categories	Unit	2018	2019	2020
Employee DART Rate	Rate	3.44	4.05	5.07
Total Employee Recordable Injury Rate	Rate	5.40	5.40	6.19
Total Employee Fatality Rate	Rate	0	0	0

GRI 302-1: Energy Consumption within Organization

Categories	Unit	2018	2019	2020
Electricity	MWh	663,124.99	706,658.83	690,319.19

GRI 303-1 and SASB IF0101-05: Water Withdrawal by Source

Categories	Unit	2018	2019	2020
Total volume of water withdrawn	Billion liters	199.96	208.69	placeholder
Water withdrawn in regions with high or extremely high baseline water stres	%	0.00052715	0.00032575	placeholder
Water withdrawn from surface water	Billion liters	199.96	208.69	placeholder
Water withdrawn from ground water	Kiloliters	1,054,096.97	679,821.78	placeholder

SASB IF0101-05: Water Management

Categories	Unit	2018	2019	2020
Total water consumed	Kiloliters	6,973,633	6,740,837	placeholder
Water consumed in regions with high or extremely high baseline water stress	%	9.18	6.05	placeholder

Performance Data

GRI 303: Water Recycled and Reused

Categories	Unit	2018	2019	2020
Total volume of water recycled and reused by NYPA	Billion liters	199.96	208,69	placeholder
Total volume of water recycled and reused as a percentage of the total water withdrawal	%	99.99	99.99	placeholder

GRI 306-2: Hazardous Waste: NYPA

Categories	Unit	2018	2019	2020
Total weight of hazardous waste	Pounds	184,954	15,227	11,100
Recycling	Pounds	243	77	2,094
Incineration (mass burn)	Pounds	11,282	14,556	9,006
Landfill	Pounds	173,429	594	0

GRI 306-2 Hazardous Waste: Canals

Categories	Unit	2020
Total weight of hazardous waste	Pounds	17,460
Recovery, including energy recovery	Pounds	300
Landfill	Pounds	17,160

GRI 305-01, 305-04, 305-05: GHG Emissions

Categories	Unit	2018	2019	2020	Gases Included
Total Scope 1 Emissions	MT CO2e	1,425,325.4	1,369,772.3	placeholder	CO2, CH4, N2O, SF6
Emission intensity	MTCO2e/ MWh	0.0522	0.0499	placeholder	CO2, CH4, N2O, SF6

GRI 305-07 and SASB IF0101-04: Significant Air Emissions

Data refers to SENY reportable emissions only. For these disclosures, emission factors from 40 Code of Federal Regulations (CFR) Part 75 (for NOx, SOx) and Environmental Protection Agency (EPA) AP-42 (for other significant air pollutants) were used.

Categories	Unit	2018	2019	2020
NOX	kilograms	186,857	266,714	placeholder
SOX	kilograms	7,538	13,805	placeholder
Volatile organic compounds (VOC)	kilograms	11,386	17,784	placeholder
Hazardous air pollutants (HAP)	kilograms	11,719	15,916	placeholder
Particulate matter (PM)	kilograms	79,595	105,229	placeholder

GRI Index

This is NYPA and Canals' first year referencing the *Global Reporting Initiative* (GRI) Standards, in alignment with the GRI Standards Core option. Data included in this disclosure may differ from data otherwise included in the report or other disclosures in order to conform to GRI reporting requirements.

GRI Standard	GRI Disclosure	Location and Notes
GRI 102: General Disclosures 2016		
102-01	Name of the organization	**About Us**
102-02	Activities, brands, products and services	**About Us**
102-03	Location of headquarters	**About Us**
102-04	Location of operations	**About Us**
102-05	Ownership and legal form	**About Us**
102-06	Markets served	**About Us** **2020 Financial Report, p. placeholder** **2019 Financial Report, p. 5.**
102-07	Scale of the organization	
102-08	Information on employees and other workers	**About Us** **Performance Data** We use 2020 data as our baseline and will disclose year-by-year comparisons in future years. As projects warrant, non-employees (consultants and contractors) are hired to augment design work, inspection and construction activities.
102-09	Supply chain	**Supply Chain & Procurement Practices** NYPA and Canals secure suppliers to support critical operations, maintenance and capital projects, as well as bulk electric system, power plant, canal system, trailway and energy efficiency projects. Over 7,000 contractors, consultants and equipment suppliers, among others, are engaged to support both NYPA and Canals. The estimated monetary value of payments made to suppliers is $743,899,980 for NYPA and $87,499,310 for Canals, based upon 2019 annual numbers.
102-10	Significant changes to the organization and its supply chain	**Supply Chain & Procurement Practices**
102-11	Precautionary Principle or approach	We do not formally apply this principle, but it does inform our thinking about sustainability and risk management.
102-12	External initiatives	These are referenced throughout the report.

GRI Standard	GRI Disclosure	Location and Notes
102-13	Membership of associations	We are active members of the American Public Power Association (APPA), Electric Power Research Institute (EPRI) and Large Public Power Council (LPPC). Other memberships and partnerships are referenced throughout the report.
102-14	Statement from senior decision-maker	**Leadership Statement**
102-16	Values, principles, standards, and norms of behavior	**About Us**
102-18	Governance structure	**Sustainability Governance**
102-40	List of stakeholder groups	**Stakeholder Engagement**
102-41	Collective bargaining agreements	Percentage of employees covered by collective bargaining agreements: NYPA: 2018: 31%; 2019: 30%; 2020: 29%. Canals: 2018: 91.9%; 2019: 91.3%; 2020: 92.9%
102-42	Identifying and selecting stakeholders	**Stakeholder Engagement** **Community Engagement** **Employee Development** **Supply Chain & Procurement Practices**
102-43	Approach to stakeholder engagement	**Stakeholder Engagement** **Community Engagement** **Employee Development** **Supply Chain & Procurement Practices**
102-44	Key topics and concerns raised Stakeholder Engagement	**Stakeholder Engagement** **Community Engagement** **Employee Development** **Supply Chain & Procurement Practices**
102-45	Entities included in the consolidated financial statements	**2020 Financial Report, p. placeholder**
102-46	Defining report content and topic Boundaries	NYPA's Sustainability Report is developed based on the requirements of the GRI principles for defining report content, including sustainability context, materiality, completeness and stakeholder inclusiveness.
102-47	List of material topics	**ESG Focus Areas**

GRI Standard	GRI Disclosure	Location and Notes
102-48	Restatements of information	About This Report
102-49	Changes in reporting	About This Report
102-50	Reporting period	01-01-2020 to 12-31-2020
102-51	Date of most recent report	This is NYPA's first Sustainability Report developed in alignment with the GRI Standard.
102-52	Reporting cycle	Annual
102-53	Contact point for questions regarding the report	About This Report
102-54	Claims of reporting in accordance with the GRI Standards	This report has been prepared in accordance with the GRI Standards: Core option.
102-55	GRI content index	GRI Index
102-56	External assurance	This report did not undergo external assurance.
GRI 201: Economic Performance 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	2020 Financial Report, p. placeholder Climate Change & GHG Emissions Economic Development
103-3	Evaluation of the management approach	2020 Financial Report, p. placeholder Climate Change & GHG Emissions Economic Development Sustainability Governance
201-2	Financial implications and other risks and opportunities due to climate change	Climate Change & GHG Emissions Enterprise Risk & Resilience
GRI 203: Indirect Economic Impacts 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Climate Change & GHG Emissions Community Engagement Economic Development

GRI Standard	GRI Disclosure	Location and Notes
103-3	Evaluation of the management approach	**Climate Change & GHG Emissions** **Community Engagement** **Economic Development** **Sustainability Governance**
203-1	Infrastructure investments and services supported	We make significant infrastructure investments through the development of customer-sited solar and storage, implementation of energy efficiency projects and installation of state-wide electric vehicle charging infrastructure. These efforts positively impact our stakeholders, community and climate through the avoidance of GHG emissions and other air emissions, creation of green jobs, investments in community development and energy savings. NYPA's *Reimagine the Canals* initiative is investing $300 million in the New York State Canal System, and will yield positive impacts for communities and local economies by increasing local farmers' high-value crop yields, promoting outdoor recreation and fishing, encouraging canalside living and expanding regional tourism. All projects under *Reimagine the Canals* are funded by our capital and operating funds, and we seek to collaborate with relevant public agencies, philanthropies and private sector interests to complement that funding through outside sources. We have established regional councils and a technical advisory council to serve as channels for communication with stakeholder groups about canal operations, economic development and resilience—thus ensuring local support and engagement. For more information see **Access & Affordability**, **Community Engagement** and **Economic Development.**
GRI 204: Procurement Practices 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its component	**Supply Chain & Procurement Practices**
103-3	Evaluation of the management approac	**Supply Chain & Procurement Practices**
204-1	Proportion of spending on local suppliers	Local is defined as New York State. Our significant locations of operation are all within New York State. Proportion of spending on local suppliers as percentage of total procurement budget: NYPA: 2018: 66.0%; 2019: 66.6%; 2020: 53.4% Canals: 2018: 77.2.%; 2019: 88.6%; 2020: 90.3%

GRI Standard	GRI Disclosure	Location and Notes
GRI 302: Energy 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Energy Efficiency & Electrification Energy Reliability Renewable Energy & Energy Storage
103-3	Evaluation of the management approach	Sustainability Governance Energy Efficiency & Electrification Energy Reliability Renewable Energy & Energy Storage
302-1	Energy consumption within the organization	Performance Data
302-4	Reduction of energy consumption	Cumulative figures conserved as part of BuildSmart program. 2018: 2.6 TBtu 2019: 3.5 TBtu 2020: 4.0 TBtu
GRI 303: Water 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Environmental Stewardship
103-3	Evaluation of the management approach	Environmental Stewardship Sustainability Governance
303-1	Water withdrawal by source	Performance Data Rainwater collected and stored is not tracked. We do not handle wastewater from other organizations.
303-3	Water recycled and reused	Performance Data Percentages are calculated based on collective water withdrawal and consumption data inputs.

GRI Standard	GRI Disclosure	Location and Notes
GRI 304: Biodiversity 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Environmental Stewardship**
103-3	Evaluation of the management approach	**Environmental Stewardship** **Sustainability Governance**
304-2	Significant impacts of activities, products and services on biodiversity	During construction projects, NYPA uses best management practices to limit environmental impacts, including minimizing the transport of invasive species during large-scale transmission projects and ROW maintenance activities. No significant impacts on biodiversity, pollution-related incidents, introduction of invasive species, reduction in species or habitat conversion have been recorded or observed during the reporting period. See **Environmental Stewardship** for more information about biodiversity programs.
304-3	Habitats protected or restored	**Environmental Stewardship**
GRI 305: Emissions 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Climate Change & GHG Emissions**
103-3	Evaluation of the management approach	**Climate Change & GHG Emissions** **Enterprise Risk & Resilience** **Sustainability Governance**
305-1	Direct (Scope 1) GHG Emissions	**Climate Change & GHG Emissions** Scope 1 GHG emissions calculations are completed using emission factors from 40 Code of Federal Regulations (CFR) Part 98.
305-2	Energy indirect (Scope 2) GHG emissions	NYPA does not currently track Scope 2 emissions. We plan to disclose Scope 2 emissions and set a baseline in the future.
305-3	Other indirect (Scope 3) GHG emissions	NYPA does not currently track Scope 3 emissions. We plan to disclose Scope 3 emissions and set a baseline in the future.

GRI Standard	GRI Disclosure	Location and Notes
305-7	Nitrogen oxides (NOx), sulfur oxides (SOx), and other significant air emissions	Performance Data
GRI 306: Waste 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Environmental Stewardship
103-3	Evaluation of the management approach	Environmental Stewardship
306-3	Significant spills	Zero spills financially material in 2020.
306-4	Transport of hazardous waste	The export, import and international transport of hazardous waste is not conducted by NYPA.
GRI 307: Environmental Compliance 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Environmental Stewardship Regulatory Management & Compliance
103-3	Evaluation of the management approach	Environmental Stewardship Regulatory Management & Compliance
307-1	Non-compliance with environmental laws and regulations	NYPA was in compliance with environmental laws and/or regulations in 2020.
GRI 308: Supplier Environmental Assessment 2016		
103-1	Explanation of the material topic and its Boundary	ESG Focus Areas
103-2	The management approach and its components	Supply Chain & Procurement Practices
103-3	Evaluation of the management approach	Supply Chain & Procurement Practices
308-1	New suppliers that were screened using environmental criteria	Supply Chain & Procurement Practices
308-2	Negative environmental impacts in the supply chain and actions taken	Supply Chain & Procurement Practices

GRI Standard	GRI Disclosure	Location and Notes
GRI 401: Employment 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Employee Development**
103-3	Evaluation of the management approach	**Employee Development**
401-2	Benefits to full-time employees that are not provided to temporary or part-time employees	Besides best-in-class health, welfare, wellness and time off benefits, NYPA and Canals offer access to a pension plan.
GRI 403: Occupational Health and Safety 2018		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
130-2	The management approach and its components	**Health & Safety**
103-3	Evaluation of the management approach	**Health & Safety**
403-6	Promotion of worker health	**Health & Safety**
GRI 404: Training and Education 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Employee Development** **Diversity, Equity & Inclusion**
103-3	Evaluation of the management approach	**Employee Development** **Diversity, Equity & Inclusion**
404-1	Average hours of training per year per employee	**NYPA:** 2018: 42.41 hours; 2019: 46.32 hours; 2020: 25.45 hours. **Canals:** 2018: 20.6 hours; 2019: 25.6 hours; 2020: 8.7 hours. In 2020, optional employee training paused briefly as the organization and training partners adapted programs to the virtual environment due to COVID-19.
404-3	Percentage of employees receiving regular performance and career development reviews	The percentage of full-time NYPA employees receiving regular performance reviews was 95% in 2018, 93% in 2019 and 91% in 2020. Canals currently does not have a formal performance review process but is in the process of developing a comprehensive plan. Data specified per gender will be collected in future reporting years.

GRI Standard	GRI Disclosure	Location and Notes
GRI 405: Diversity and Equal Opportunity 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Diversity, Equity & Inclusion**
103-3	Evaluation of the management approach	**Diversity, Equity & Inclusion**
401-5	Diversity of governance bodies and employees	An independent analysis of NYPA and Canals' diversity data is currently underway. Data for additional diversity categories will be disclosed once the analysis is completed. **Diversity, Equity & Inclusion** **Performance Data**
GRI 406: Non-discrimination 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Diversity, Equity & Inclusion**
103-3	Evaluation of the management approach	**Diversity, Equity & Inclusion**
406-1	Incidents of discrimination and corrective actions taken	We do not report number of incidents of discrimination in this report because this data is confidential. The Office of Civil Rights & Inclusion houses our Equal Employment Opportunity (EEO) safeguards and aims to hold all NYPA and Canals employees accountable and discourage hostile workplace treatment and discrimination. The EEO policies provide clear guidelines for the rights and responsibilities of employee channels for reporting incidents of discrimination, as well as the investigation of such complaints as mandated by New York State. We have an open-door policy for in-person meetings and can be contacted directly by phone or email. Our Labor Relations and Human Resources team is available to support employees with workplace disputes as well. There is a third-party, confidential and toll free hot-line available to employees for complaints and comments. The represented workforce may also pursue workplace issues via the grievance process in accordance with their respective collective bargaining agreements.
GRI 413: Local Communities 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Community Engagement** **Economic Development**

GRI Standard	GRI Disclosure	Location and Notes
103-3	Evaluation of the management approach	**Community Engagement** **Economic Development**
413-1	Operations with local community engagement, impact assessments, and development programs	We conduct regular community engagements and have development programs in place in the communities in which we operate. We conduct impact assessments when required by law or requested by customers. See **Community Engagement** for more information.
GRI 418: Customer Privacy 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Community Engagement** **Cyber & Physical Security**
103-3	Evaluation of the management approach	**Community Engagement** **Cyber & Physical Security**
418-1	Substantiated complaints concerning breaches of customer privacy and losses of customer data	We do not have any reported customer privacy breaches for the reported time frame of 2018 to 2020.
GRI 419: Socio-economic Compliance 2016		
103-1	Explanation of the material topic and its Boundary	**ESG Focus Areas**
103-2	The management approach and its components	**Regulatory Management & Compliance**
103-3	Evaluation of the management approach	**Regulatory Management & Compliance**
419-1	Non-compliance with laws and regulations in the social and economic area	We have not identified any incidents of non-compliance with laws and/or regulations. We self-report instances of non-compliance with NPCC: 2018: 1; 2019: 6; 2020: 7. We have developed mitigation plans in timely fashion in agreement with NPCC to prevent recurrence.

SASB Index: Electric Utilities Standard

Topic	Accounting Metric	Category	Unit of Measure	Code	Response
Greenhouse Gas Emissions & Energy Resource Planning	(1) Gross global Scope 1 emissions, (2) percentage covered under emissions-limiting regulations, and (3) percentage covered under emissions-reporting regulations	Quantitative	Short tons (t) CO2-e, Percentage (%)	IF0101-01	(1) 2020: **See Climate Change & GHG Emissions.** (2) and (3): New York participates in the *Regional Greenhouse Gas Initiative* (RGGI), the first mandatory market-based program in the United States to reduce greenhouse gas emissions. All NYPA's Southeast New York generating facilities are subject to RGGI.
	Description of long-term and short-term strategy or plan to manage Scope 1 emissions, emission-reduction targets, and an analysis of performance against those targets	Discussion and Analysis	n/a	IF0101-02	**Climate Change & GHG Emissions**
	(1) Number of customers served in markets subject to renewable portfolio standards (RPS) and (2) percentage fulfilment of RPS target by market	Quantitative	Number, Percentage (%)	IF0101-03	Not applicable. New York State does not have a Renewable Portfolio Standard. New York does have a Clean Energy Standard issued by the Public Service Commission, but NYPA is not subject to the jurisdiction of the Public Service Commission.
Air Quality	Air emissions of the following pollutants: NOx (excluding N2O), SOx, particulate matter (PM10), Pb, and Hg; percentage of each in or near areas of dense population	Quantitative	Metric tons (t), Percentage (%)	IF0101-04	Air emissions included in **Performance Data.** Percentage of each in or near areas of dense population: 2018: 100%; 2019: 100%; 2020: 100%.
Water Management	(1) Total water withdrawn and (2) total water consumed, percentage of each in regions with High or Extremely High Baseline Water Stress	Quantitative	Cubic Meters (m3), Percentage (%)	IF0101-05	**Performance Data**

Topic	Accounting Metric	Category	Unit of Measure	Code	Response
	Number of incidents of non-compliance with water quality and/or quantity permits, standards, and regulations	Quantitative	Number	IF0101-06	In 2020, NYPA had 9 reportable events for parameters monitored and reported under its State Pollutant Discharge Elimination System (SPDES) permits for its operating facilities. Canals reported two instances of non-compliance with the SPDES General for Stormwater Discharges from Construction Activity in 2020. No fines were issued.
	Discussion of water management risks and description of strategies and practices to mitigate those risks	Discussion and Analysis	n/a	IF0101-07	We employ best management practices for management of process and contact stormwater containment, effluent treatment and monitoring at operating facilities. Stormwater management at operating facilities and construction projects also follows best management practices and standards for erosion control, inspection and monitoring. Strategies focus on protection and conservation, in particular for notable resource areas such as sole source aquifers and New York City's drinking watershed. See **Environmental Stewardship** for further information.
Coal Ash Management	Amount of coal combustion residuals (CCR) generated, percentage recycled	Quantitative	Metric tons (t), Percentage (%)	IF0101-08	We do not own or have specified coal generation contracts.

Topic	Accounting Metric	Category	Unit of Measure	Code	Response
	Total number of coal combustion residual (CCR) impoundments and number by EPA Hazard Potential Classification, broken down by EPA structural integrity assessment	Quantitative	Number	IF0101-09	We do not own or have specified coal generation contracts.
Community Impacts of Project Siting	Number of projects requiring environmental or social modification, percentage of modifications resulting from formal public interventions or protests	Quantitative	Number, Percentage (%)	IF0101-10	Information is confidential and cannot be disclosed without customer approval.
	Discussion of community engagement processes to identify and mitigate concerns regarding project environmental and community impacts	Discussion and Analysis	n/a	IF0101-11	Information is confidential and cannot be disclosed without customer approval.
Workforce Health & Safety	(1) Total recordable injury rate (TRIR), (2) fatality rate, and (3) near miss frequency rate (NMFR)	Quantitative	Rate	IF0101-12	NYPA: (1) 0.49 (2) 0.0 (3) 466 – This figure reflects number of near miss incidents, instead of rate Canals: (1) 6.2 (2) 0.0 (3) Not available See **Health & Safety** and **Performance Data** for further information.

Topic	Accounting Metric	Category	Unit of Measure	Code	Response
End-Use Efficiency & Demand	Percentage of electric load served by smart grid technology	Quantitative	Percentage (%) by Megawatt Hours (MWh)	IF0101-13	Data is not available. As a generation and transmission company, NYPA installs smart grid technology to support integration of distributed generation and increase generation and transmission efficiency across the transmission system—not tied to specific loads.
	Customer electricity savings from efficiency measures by market	Quantitative	Megawatt-Hours (MWh)	IF0101-14	2018: 103,015 MWh 2019: 82,071 MWh 2020: 27,110 MWh Annual MWh savings depend on how many projects are completed that year. There has been a significant reduction in savings in 2020 due to paused construction because of COVID-19.
Nuclear Safety & Emergency Management	Total number of nuclear power units, broken down by Nuclear Regulatory Commission (NRC) Action Matrix Column	Quantitative	Number	IF0101-15	Not applicable, we do not own or operate nuclear power generation.
	Discussion of efforts to manage nuclear safety and emergency preparedness	Discussion and Analysis	n/a	IF0101-16	NYPA and Canals do not own or operate nuclear power generation. NYPA does have an Emergency Management program in place that is applicable to our hydro and fossil generating units. Our security and emergency management programs include FERC Dam Safety requirements.
Grid Resiliency	Number of incidents of non-compliance with North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection standards	Quantitative	Number	IF0101-17	Due to FERC restrictions, this information cannot be released.
	(1) System Average Interruption Duration Index (SAIDI), (2) System Average Interruption Frequency Index (SAIFI), and (3) Customer Average Interruption Duration Index (CAIDI), inclusive of major event days	Quantitative	Minutes, Number	IF0101-18	Not applicable, we do not provide distribution services.

Topic	Accounting Metric	Category	Unit of Measure	Code	Response
Management of the Legal & Regulatory Environment	Discussion of policies and processes to identify and manage potential ethical violations resulting from interactions with utility commissions	Discussion and Analysis	n/a	IF0101-19	Our Code of Conduct contains the standards of behavior expected of all Trustees, officers and employees as required by the NYS Public Officers Law, including conflicts of interests and the provision of unwarranted privileges. **NYPA Code of Conduct.** **Canals Code of Conduct.**
	Amount of legal and regulatory fines and settlements associated with allegations of violations resulting from interactions with utility commission	Quantitative	U.S. Dollars ($)	IF0101-200	Zero. As part of internal compliance monitoring program, self-identified non-compliance instances are logged and reported with NPCC/NERC with zero-dollar penalty.
	Discussion of positions on the regulatory and political environment related to environmental and social factors and description of efforts to manage risks and opportunities presented	Discussion and Analysis	n/a	IF0101-21	We monitor state and federal regulatory proceedings for changes in relevant policies and programs, and identify and act on opportunities to advocate for policies and programs that align with and support our sustainability goals. See also **Regulatory Management & Compliance** and **Community Engagement**.

Activity Metric	Category	Unit of Measure	Code	Response
Number of (1) residential and (2) commercial customers served	Quantitative	Number	IF0101-A	NYPA has over 1,400 customers, including governmental agencies, municipal/rural electric cooperatives, businesses, neighboring states and investor-owned utilities. NYPA does not have residential customers.
Length of transmission and distribution lines	Quantitative	Kilometers (km)	IF0101-B	1455.7 miles
Total electricity generated, percentage by major energy source, percentage in regulated markets	Quantitative	Megawatt-hours (MWh), Percentage (%)	IF0101-C	Total: 28,611,838 MWh Hydropower: 88% Natural gas: 12%

Glossary

A

AABE—American Association of Blacks in Energy

B

BIPOC—Black, Indigenous and People of Color

C

Canals—New York State Canal Corporation

CEO—Chief Executive Officer

CLCPA—Climate Leadership and Community Protection Act

COSO—Committee of Sponsoring Organizations of the Treadway Commission

D

DART—Days Away, Restricted or Transferred Rate

DEI—Diversity, Equity and Inclusion

E

EDCAP—Economic Development Customer Assistance Program

EDPAB—Economic Development Power Allocation Board

EGRC—Enterprise Governance, Risk and Compliance System

EH&S—Environment, Health and Safety

EJ—Environmental Justice

EMC—Executive Management Committee

EPRI—Electric Power Research Institute

ERGs—Employee Resource Groups

ESG—Environmental, Social, Governance

EUI—Energy Use Intensity

EUISSCA—Electric Utility Industry Sustainable Supply Chain Alliance

EV—Electric Vehicle

F

FERC—Federal Energy Regulatory Commission

G

GHG—Greenhouse Gas

GRI—Global Reporting Initiative

G&T—Generation and Transmission

H

HVAC—heating, ventilation and air conditioning

H&S—Health and Safety

I

IPCC—Inter-governmental Panel on Climate Change

iSOC—Integrated Smart Operations Center

IVM—Integrated Vegetation Management

K

KW—Kilowatt

L

LED—Light-emitting Diode

LMI—Low- to Moderate-Income

M

MW—Megawatt

MWBE—Minority and Women-owned Business Enterprises

MWh—Megawatt-hour

N

NERC—North American Electric Reliability Corporation

NIA—Niagara Power Project

NNY—Northern New York

NPCC—Northeast Power Coordinating Council, Inc.

NYISO—New York Independent System Operator

NYPA—New York Power Authority

NYSDEC—New York State Department of Environmental Conservation

NYSDOL—New York State Department of Labor

NYSERDA—New York State Energy Research and Development Authority

NYTO—New York State Transmission Owners

O

OCRI—Office of Civil Rights & Inclusion

OSHA—Occupational Safety and Health Administration

P

PESH—Public Employee Safety and Health Bureau

PJM—PJM Inter-connection LLC

PPE—Personal Protective Equipment

P-TECH—Pathways in Technology Early College High School

R

REC—Renewable Energy Credits

RGGI--Regional Greenhouse Gas Initiatives

ROW—Rights of Way

RSC—Reliability Standards Compliance

S

SAC—Sustainability Advisory Council

SASB—Sustainability Accounting Standards Board

SDVOB—Service-disabled Veteran Owned Businesses

SENY—Southeast New York

SF_6—Sulfur hexafluoride

STEM—Science, Technology, Engineering and Mathematics

STL—St. Lawrence-FDR Power Plant Project

T

TBtu—Trillion British Thermal Units

TCFD—Task Force on Climate-related Financial Disclosures

TCR—The Climate Registry

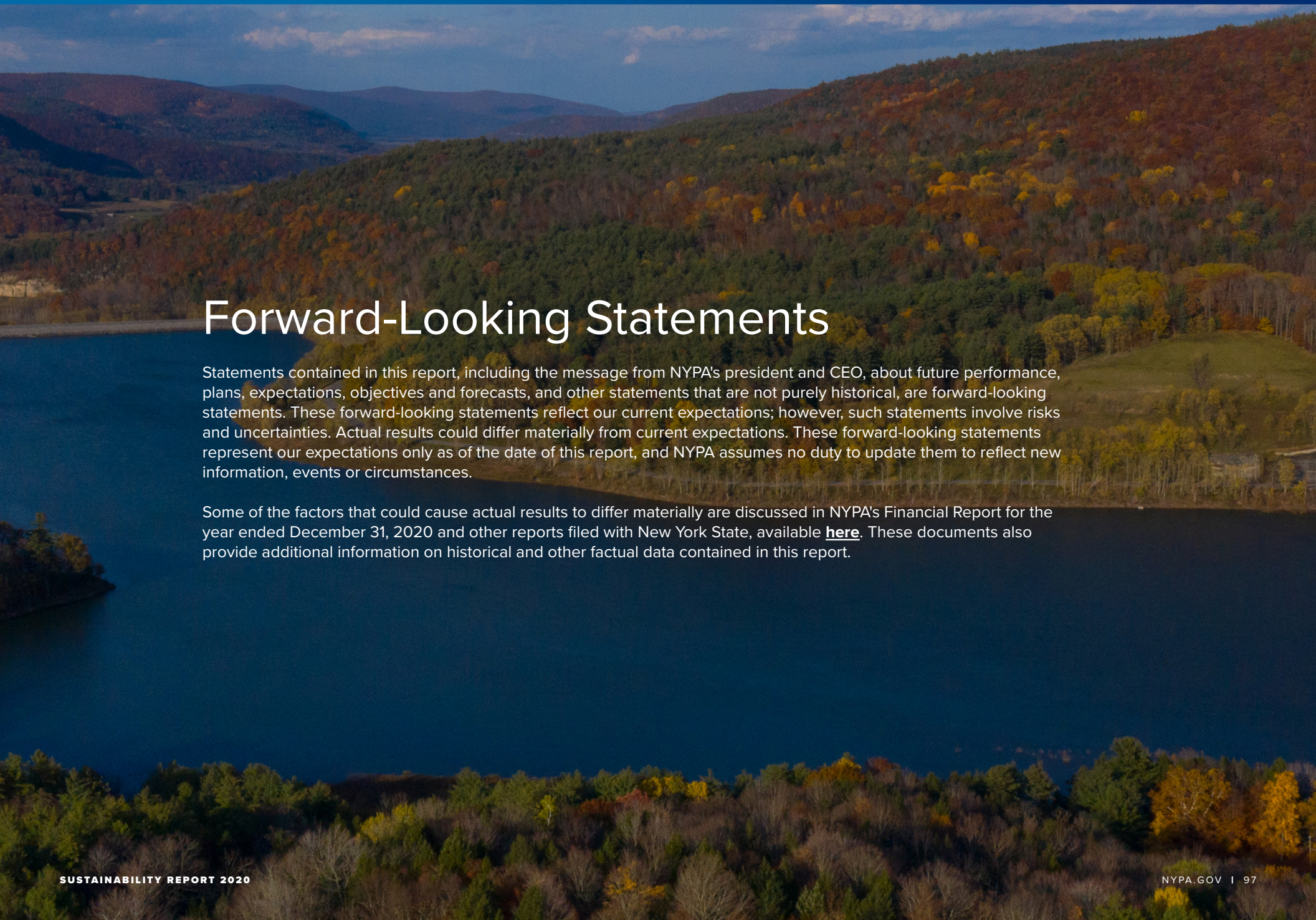
TWh—Terawatt-hour

U

UN SDG—United Nations Sustainable Development Goals

W

WNY—Western New York



Forward-Looking Statements

Statements contained in this report, including the message from NYPA's president and CEO, about future performance, plans, expectations, objectives and forecasts, and other statements that are not purely historical, are forward-looking statements. These forward-looking statements reflect our current expectations; however, such statements involve risks and uncertainties. Actual results could differ materially from current expectations. These forward-looking statements represent our expectations only as of the date of this report, and NYPA assumes no duty to update them to reflect new information, events or circumstances.

Some of the factors that could cause actual results to differ materially are discussed in NYPA's Financial Report for the year ended December 31, 2020 and other reports filed with New York State, available **here**. These documents also provide additional information on historical and other factual data contained in this report.

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Memorandum

Date: **March 30, 2021**

To: **THE BOARD OF TRUSTEES**

From: **THE PRESIDENT AND CHIEF EXECUTIVE OFFICER**

Subject: **Annual Review and Approval of Guidelines for the Investment of Funds and 2020 Annual Report on Investment of Authority Funds**

SUMMARY

The Trustees are requested to review and approve the attached 2020 Annual Report on Investment of Authority Funds and amendment to the Guidelines for the Investment of Funds (Exhibit "A") in order to support the continued growth and to strengthen fiduciary controls of the internal investment portfolios.

The Governance Committee, at its March 18, 2020 meeting, recommended that the Trustees adopt the amended Guidelines for the Investment of Funds.

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, 2020; 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 2020 Annual Report on Investment of Authority Funds

In 2020, the Authority's investment portfolios, exclusive of the separately managed Other Post-Employment Benefits Trust Fund, averaged approximately $700 million. At year-end, $1.1 billion 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 ($12 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 ($57 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, the third installment of $43 million received on October 1, 2019, and fourth installment of $43 million received on February 8, 2021. The December 31, 2020 spent fuel obligation was $229 million.

- **Capital Project Reserve ($511 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 ($6 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 ($4 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 ($516 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, 2020 Operating Reserve of $516 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, 2020, the Authority separately held a total of $280 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, as well as Transmission construction and life extension and modernization projects.

The Authority's portfolios earned approximately $17.7 million in investment income and gains on sale in 2020, a $0.7 million decrease from the investment income earned in 2019. In defense of market volatility related to the Covid pandemic, Staff in March temporarily liquidated much of its portfolio. In addition, the falling interest rate environment early in the year restricted the reinvestment of maturing securities to lower yielding instruments.

As of December 31, 2020, the portfolio was comprised of government-sponsored agency securities (38.3%), municipal securities (8.0%), treasuries (17.6%), certificates of deposit and repurchase agreements (6.5%), and money market funds (29.6%).

Other Post-Employment Benefits Trust ($731 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, 2020, the OPEB Trust's market value was approximately $731 million, representing an annualized return of 6.53% for 2020. The return performance was attributable to significant second half market gains across international and domestic equities, and real estate.

Investment management and advisory fees associated with the OPEB Trust Fund totaled $1,162,947 in 2020 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 31, 2020. Several edits (shown in Exhibit "B" as tracked changes) are recommended to clarify use of and restrictions on Authorized Investments. First, Staff recommends adding Farmer Mac, Tennessee Valley Authority and Export-Import Bank of the United States among its investible Federal entities. In addition, reverse repurchase agreements are more clearly included under the category of Repurchase Agreements. These changes are consistent with the guidance in the State Comptroller's Investment Guidelines for Public Authorities. Second, rating requirements for Guaranteed Investment Contracts have been added. Third, Staff recommends a clarification of the waiver requirements related to certain transactions.

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 Governance Committee at its March 18, 2021, meeting recommended that the Trustees approve the attached 2020 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.

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That the 2020 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.

Exhibit "A"
March 30, 2021

2020 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, Farmer Mac, Tennessee Valley Authority ("TVA"), Export-Import Bank of the United States ("EXIM") 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; (b) fund investments are restricted to securities described in paragraph (1) or (2) of this subdivision; and (c) 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 rated A or higher by A.M. Best Co. 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. Repurchase and reverse repurchase agreements ("Repurchase Agreements"), including "gestation" repurchase agreements of agency-backed collateral with a physical trust certificate from a FINRA-licensed broker dealer, 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. 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 Executive Vice President and Chief Financial Officer or 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 or the sale and repurchase of Authorized Investments. 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 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.

D. The Executive Vice President and Chief Financial Officer or Treasurer may waive requirements or limits on a single-transaction basis if warranted by cash-flow requirements and documented in writing with notice to NYPA Risk, if in adherence with State Comptroller's guidelines and NYPA's Bond Resolution.

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 transactions subject to Repurchase Agreements 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 thirty days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or $250 million. All securities purchased or sold under the terms of a Repo, including a physical trust certificate for a “gestation 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 2020, the Authority's investment portfolio market value averaged approximately $700 million and earned approximately $17.7 million.

The earnings were as follows (dollars in millions):

Interest Income - Operating & Other Funds	4.7
Realized Gain/(Loss)	13.0
Total	**$ 17.7**

The 2020 investment income was lower than investment income earned in 2019. In response to the Covid crisis, the Authority temporarily liquidated much of its portfolios to better withstand market fluctuations. In addition, maturing securities rolled off the portfolio and the proceeds from matured securities and investment of new cash flows were invested in lower yielding securities throughout the year.

B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

$ 118,086	Ariel Investments
$ 58,414	CenterSquare Investment Management
$ 191,427	Garcia Hamilton
$ 84,809	Lazard Asset Management
$ 32,423	Loomis Sayles
$ 89,332	Matarin Capital Management
$ 110,805	MFS Global
$ 180,000	NEPC (Advisory Services)
$ 14,064	State Street Global Advisors
$ 283,586	Wellington International
$1,162,947	**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, 2020. 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 12/31/20

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	PRINCIPAL COST	TOTAL COST
PORTFOLIO: BG ECO ENHANCEMENT FUND						
MONEY MARKET FUNDS						
665279808	Northern Institutional Treasury Portfolio	2,000,000.00	N/A	Variable	2,000,384.83	2,000,384.83
Subtotal:	MONEY MARKET FUNDS	2,000,000.00			2,000,384.83	2,000,384.83
Subtotal: PORTFOLIO: BG ECO ENHANCEMENT FUND		**2,000,000.00**			**2,000,384.83**	**2,000,384.83**
PORTFOLIO: BG RECREATION FUND						
MONEY MARKET FUNDS						
665279808	Northern Institutional Treasury Portfolio	2,000,000.00	N/A	Variable	2,000,384.83	2,000,384.83
Subtotal:	MONEY MARKET FUNDS	2,000,000.00			2,000,384.83	2,000,384.83
Subtotal: PORTFOLIO: BG RECREATION FUND		**2,000,000.00**			**2,000,384.83**	**2,000,384.83**
PORTFOLIO: OPERATING CAPITAL INTEREST						
TREASURY						
9127962Q1	T-BILL	18,326,000.00	4/22/2021	0.00	18,301,292.36	18,301,292.36
9128285L0	T-NOTE	18,327,000.00	11/15/2021	2.88	19,077,261.56	19,077,261.56
9128286U9	T-NOTE	18,590,000.00	5/15/2022	2.13	19,316,171.88	19,316,171.88
912828TY6	T-NOTE	18,787,000.00	11/15/2022	1.63	19,465,093.28	19,465,093.28
912828VB3	T-NOTE	18,940,000.00	5/15/2023	1.75	19,985,228.48	19,985,228.48
Subtotal:	TREASURY	92,970,000.00			96,145,047.56	96,145,047.56
Subtotal: PORTFOLIO: OPERATING CAPITAL INTEREST		**92,970,000.00**			**96,145,047.56**	**96,145,047.56**
PORTFOLIO: OPERATING SPENT FUEL						
MORTGAGE						
3134GWK47	Federal Home Loan Mortgage Corporation	30,000,000.00	9/8/2023	0.31	30,000,000.00	30,002,541.67
3134GWU95	Federal Home Loan Mortgage Corporation	25,000,000.00	9/22/2025	0.53	25,000,000.00	25,000,000.00
Subtotal:	MORTGAGE	55,000,000.00			55,000,000.00	55,002,541.67
MUNICIPAL						
64990AQA6	MUNI - NYS DORM PIT	10,000.00	3/15/2021	3.06	10,000.00	10,000.00
64990AQD0	MUNI - NYS DORM PIT	5,205,000.00	3/15/2021	3.06	5,205,000.00	5,205,000.00
64990ANT8	MUNI - NYS DORM PIT	40,000.00	3/15/2022	3.18	39,965.20	39,965.20
64990AQB4	MUNI - NYS DORM PIT	10,000.00	3/15/2022	3.18	10,000.00	10,000.00
64990AQE8	MUNI - NYS DORM PIT	7,325,000.00	3/15/2022	3.18	7,325,000.00	7,325,000.00
Subtotal:	MUNICIPAL	12,590,000.00			12,589,965.20	12,589,965.20
PROJECT LOAN						
36225BM21	MTGS - GNMA POOL #781277	101,528.00	12/15/2028	7.00	95,305.42	95,305.42
Subtotal:	PROJECT LOAN	101,528.00			95,305.42	95,305.42
Subtotal: PORTFOLIO: OPERATING SPENT FUEL		**67,691,528.00**			**67,685,270.62**	**67,687,812.29**

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF 12/31/20

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	PRINCIPAL COST	TOTAL COST
PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM						
CERTIFICATES OF DEPOSIT						
	CD - Evans Bank, N.A.	953,710.00	1/5/2021	0.00	953,710.00	953,710.00
	CD - GLENS FALLS NAT. BANK & TRUST CO	183,500.00	1/5/2021	0.00	183,500.00	183,500.00
	CD - Community Bank N.A	131,433.00	1/7/2021	0.00	131,433.00	131,433.00
	CD - M & T TRUST CO.	150,000.00	1/28/2021	0.00	150,000.00	150,000.00
	CD - M & T TRUST CO.	428,000.00	3/10/2021	0.00	428,000.00	428,000.00
	CD - M & T TRUST CO.	303,000.00	5/20/2021	0.00	303,000.00	303,000.00
	CD - GLENS FALLS NAT. BANK & TRUST CO	269,988.60	6/10/2021	0.00	269,988.60	269,988.60
	NYS Linked Deposit Program	134,599.00	8/5/2021	0.00	134,599.00	134,599.00
	NYS Linked Deposit Program	66,000.00	8/12/2021	0.00	66,000.00	66,000.00
	NYS Linked Deposit Program	109,000.00	8/26/2021	0.00	109,000.00	109,000.00
	NYS Linked Deposit Program	312,208.53	9/8/2021	0.00	312,208.53	312,208.53
	NYS Linked Deposit Program	82,000.00	10/21/2021	0.00	82,000.00	82,000.00
	NYS Linked Deposit Program	48,413.94	12/16/2021	0.00	48,413.94	48,413.94
	NYS Linked Deposit Program	116,000.00	12/16/2021	0.00	116,000.00	116,000.00
Subtotal:	CERTIFICATES OF DEPOSIT	3,287,853.07			3,287,853.07	3,287,853.07
Subtotal: PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM		**3,287,853.07**			**3,287,853.07**	**3,287,853.07**
PORTFOLIO: OPERATING FUND						
FEDERAL FARM CREDIT						
3133ELG65	AGENCY - FFCB	25,000,000.00	12/8/2021	0.20	25,000,000.00	25,000,000.00
Subtotal:	FEDERAL FARM CREDIT	25,000,000.00			25,000,000.00	25,000,000.00
FARMER MAC						
31422BP79	AGENCY - FAMCA	25,000,000.00	2/16/2021	0.47	25,000,000.00	25,000,000.00
Subtotal:	FARMER MAC	25,000,000.00			25,000,000.00	25,000,000.00
MONEY MARKET FUNDS						
40428X107	MMF - HSBC Investor US Govt Money Mkt	50,000,000.00	N/A	0.11	50,024,984.71	50,024,984.71
608919718	MMF - Fed Govt Obligaitons Fnd (Primer)	50,000,000.00	N/A	0.11	50,019,622.13	50,019,622.13
665279808	MMF - Northern Inst. Treasury Portfolio	50,000,000.00	N/A	0.14	50,020,540.81	50,020,540.81
857492706	MMF - State Street Inst. US Govt	50,000,000.00	N/A	0.12	50,019,478.32	50,019,478.32
857492888	MMF - State Street Inst. Treasury Fund	22,013,336.77	N/A	0.10	22,013,336.77	22,013,336.77
Subtotal:	MONEY MARKET FUNDS	222,013,336.77			222,097,962.74	222,097,962.74
MORTGAGE						
31422BZ37	MTGS - FAMCA	10,000,000.00	10/20/2025	Var	10,000,000.00	10,000,000.00
30306RAF5	MTGS - FHLB	804,478.00	4/25/2038	3.00	629,216.00	629,216.00
3137FHQL0	MTGS - FHLB	17,125,706.00	10/15/2048	Var	15,748,695.13	15,748,695.13
Subtotal:	MORTGAGE	27,930,184.00			26,377,911.13	26,377,911.13

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF 12/31/20

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	PRINCIPAL COST	TOTAL COST
PORTFOLIO: OPERATING FUND (Continued)						
MUNICIPAL						
4140187X3	MUNI - Harris County, TX	2,500,000.00	10/1/2035	4.00	3,048,400.00	3,052,288.89
949289PR7	MUNI -Weld County, CO SD#6 Greeley	3,100,000.00	12/1/2035	5.00	4,064,968.00	4,122,231.89
93974DWK0	MUNI - WA St. General Obligation	4,000,000.00	2/1/2037	5.00	4,851,280.00	4,879,613.33
586145U44	MUNI -Memphis, TN General Obligation	7,530,000.00	6/1/2045	4.00	8,539,622.40	8,640,859.07
13066YTY5	MUNI - CAL ST DPT WTR RES PWR	11,132,135.45	5/1/2021	1.71	11,132,135.45	11,132,135.45
64971W5X4	MUNI - NYC TRANSITIONAL FIN AUTH	10,000,000.00	5/1/2021	2.06	10,014,500.00	10,014,500.00
64972HV82	MUNI - NYC TFA Build Aid Rev	3,200,000.00	7/15/2021	3.15	3,200,000.00	3,200,000.00
59261AG76	MUNI - MTA	10,000,000.00	11/15/2049	5.18	10,000,000.00	10,000,000.00
Subtotal:	MUNICIPAL	51,462,135.45			54,850,905.85	55,041,628.63
TREASURY						
9128285L0	US Treasury	50,000,000.00	11/15/2021	2.88	52,080,078.13	52,080,078.13
Subtotal:	TREASURY	50,000,000.00			52,080,078.13	52,080,078.13
Subtotal: PORTFOLIO: OPERATING FUND		**401,405,656.22**			**405,406,857.85**	**405,597,580.63**
PORTFOLIO: OPERATING NORTHERN NY						
MONEY MARKET FUNDS						
665279808	Northern Institutional Treasury Portfolio	3,500,000.00	N/A	Variable	3,500,673.46	3,500,673.46
Subtotal:	MONEY MARKET FUNDS	3,500,000.00			3,500,673.46	3,500,673.46
Subtotal: PORTFOLIO: OPERATING NORTHERN NY		**3,500,000.00**			**3,500,673.46**	**3,500,673.46**
PORTFOLIO: OPERATING WESTERN NY						
MONEY MARKET FUNDS						
665279808	Northern Institutional Treasury Portfolio	7,500,000.00	N/A	Variable	7,501,443.12	7,501,443.12
Subtotal:	MONEY MARKET FUNDS	7,500,000.00			7,501,443.12	7,501,443.12
Subtotal: OPERATING WESTERN NY		**7,500,000.00**			**7,501,443.12**	**7,501,443.12**

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF 12/31/20

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	PRINCIPAL COST	TOTAL COST
PORTFOLIO: TRANSMISSION						
FARM CREDIT						
3133ELD76	AGENCY - FFCB	25,000,000.00	2/3/2021	0.34	24,992,500.00	24,992,500.00
3133EL6V1	AGENCY - FFCB	25,000,000.00	9/10/2024	0.43	24,991,250.00	24,993,638.89
Subtotal:	FARM CREDIT	50,000,000.00			49,983,750.00	49,986,138.89
FARMER MAC						
31422BP87	AGENCY - FAMCA	30,000,000.00	2/17/2021	0.35	30,000,000.00	30,000,000.00
31422BP38	AGENCY - FAMCA	20,000,000.00	2/19/2021	0.70	20,000,000.00	20,000,000.00
31422BS76	AGENCY - FAMCA	15,000,000.00	9/21/2027	Variable	15,000,000.00	15,000,000.00
Subtotal:	FARMER MAC	65,000,000.00			65,000,000.00	65,000,000.00
FREDDIE MAC						
3134GWTL0	AGENCY - FHLMC	30,000,000.00	9/28/2023	0.30	30,000,000.00	30,000,000.00
3134GWU95	AGENCY - FHLMC	25,000,000.00	9/22/2025	0.53	25,000,000.00	25,000,000.00
3137FWGD6	AGENCY - FHLMC	21,450,000.00	7/25/2030	Variable	21,517,031.25	21,517,755.19
Subtotal:	FREDDIE MAC	76,450,000.00			76,517,031.25	76,517,755.19
REPURCHASE AGREEMENT						
004SW6NY8	Repurchase Agreement - Trust Certificate	50,000,000.00	1/6/2021	1.25	51,511,250.00	51,511,250.00
Subtotal:	REPURCHASE AGREEMENT	50,000,000.00			51,511,250.00	51,511,250.00
Subtotal: PORTFOLIO: TRANSMISSION		**241,450,000.00**			**243,012,031.25**	**243,015,144.08**
GRAND TOTAL		**821,805,037.29**			**830,539,946.59**	**830,736,323.87**

Exhibit "A - Section V"
March 30, 2021

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, 2020

Brokers	Bids/Offers Accepted	Bids/Offers Solicited	Total Cost Purchases/Sales	Money Markets, CDs and Repurchase Agreements	Total Transactions
Academy Securities‡	1	1	19,985,228		19,985,228
Bancroft Capital ‡	1	1	6,525,832		6,525,832
Bank of America Merrill Lynch	2	2	40,591,240		40,591,240
Bank of Montreal	6	6	174,701,829		174,701,829
Bank of New York	5	5	132,855,523		132,855,523
Cantor Fitzgerald	3	3	81,810,864		81,810,864
CastleOak *	9	11	193,911,577		193,911,577
Citigroup Global Markets	2	2	54,219,740		54,219,740
Great Pacific Securities *	2	2	35,213,000		35,213,000
Inst'l Cash Distributors (Money Mkt Funds)	134	134		3,026,198,560	3,026,198,560
Jefferies	1	1	10,000,000		10,000,000
JVB	6	6		309,053,365	309,053,365
Key Bank	14	14		3,287,853	3,287,853
Loop Capital Markets LLC *	6	7	151,145,506		151,145,506
Mizuho Securities USA Inc.	3	7	48,296,927		48,296,927
Multibank Securities‡	9	9	250,001,133		250,001,133
Piper Sandler LLC	15	15	181,995,951		181,995,951
RBC Capital Markets	4	10	64,143,629		64,143,629
Wells Fargo Securities	20	20	301,980,872		301,980,872
Grand Total	**243**	**256**	**$1,747,378,852**	**$3,338,539,778**	**$5,085,918,629**

* Minority/Woman Owned Business dealer; accounted for 21.8% of transactions in 2020.
‡ Service Disabled Veteran Owned Dealer; accounted for 15.8% of transactions in 2020.

Exhibit B
March 30, 2021

Tracked Changes

Exhibit "A"
March 301, 20210

202019 Annual Report on Investment of Authority Funds

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	C.	Results of the Annual Independent Audit
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Section V	Summary of Dealers and Banks from Which Securities Were Purchased and Sold	

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, Farmer Mac, Tennessee Valley Authority ("TVA"), Export-Import Bank of the United States ("EXIM") 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) fund investments are restricted to securities described in paragraph (1) or (2) of this subdivision; and (c) 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 rated A or higher by A.M. Best Co. 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 r~~Repurchase and reverse repurchase agreements ("Repurchase Agreements"), including "gestation" repurchase agreements of agency-backed collateral with a physical trust certificate from a FINRA-licensed broker dealer, 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 ~~r~~Repurchase ~~a~~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 Executive Vice President and Chief Financial Officer, 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 or the sale and repurchase 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. ~~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.

~~C.~~D. The Executive Vice President and Chief Financial Officer or Treasurer may waive requirements or limits on a single-transaction basis if warranted by cash-flow requirements and documented in writing with notice to NYPA Risk, if in adherence with State Comptroller's guidelines and NYPA's Bond Resolution.

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 transactions subject to Repurchase Agreements~~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~~ thirty ~~business~~ days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or $~~100~~250 million. All securities purchased or sold under the terms of a Repo, including a physical trust certificate for a "gestation 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 20202019, the Authority's investment portfolio market value averaged approximately $700927 million and earned approximately $17.718.4 million.

The earnings, by fund, were as follows (dollars in millions):

Interest Income - Operating & Other Funds	
$17.94.7	
Capital (Construction Funds)Realized Gain/(Loss)	
0.513.0	
Total	**$ 17.718.4**

The 20202019 investment income was higherlower than investment income earned in 20191918. In response to the Covid crisis, the Authority temporarily liquidated much of its portfolios to better withstand market fluctuations. In addition, mMaturing securities rolled off the portfolio and the proceeds from matured securities and investment of new cash flows were invested in higherlower yielding securities throughout the year.

B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

$ 118,086639,556	Ariel Investments
$ 58,414223,709	CenterSquare Investment Management
$ 191,42762,888	Garcia Hamilton
$ 84,809380,004	Lazard Asset Management
$ 32,42339,029	Loomis Sayles
$ 196,977	MacKay & Shields
$ 89,33225,186	Matarin Capital Management
$ 110,80570,459	MFS GlobalNew Amsterdam
$ 180,000294,524	NEPC (Advisory Services)
$ 14,06488,254	State Street Global Advisors
$ 283,586391,021	Wellington International
$ 222,451	Wells Capital Management Inc.
$1,162,9472,034,056	**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, 2020~~19~~. 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 STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

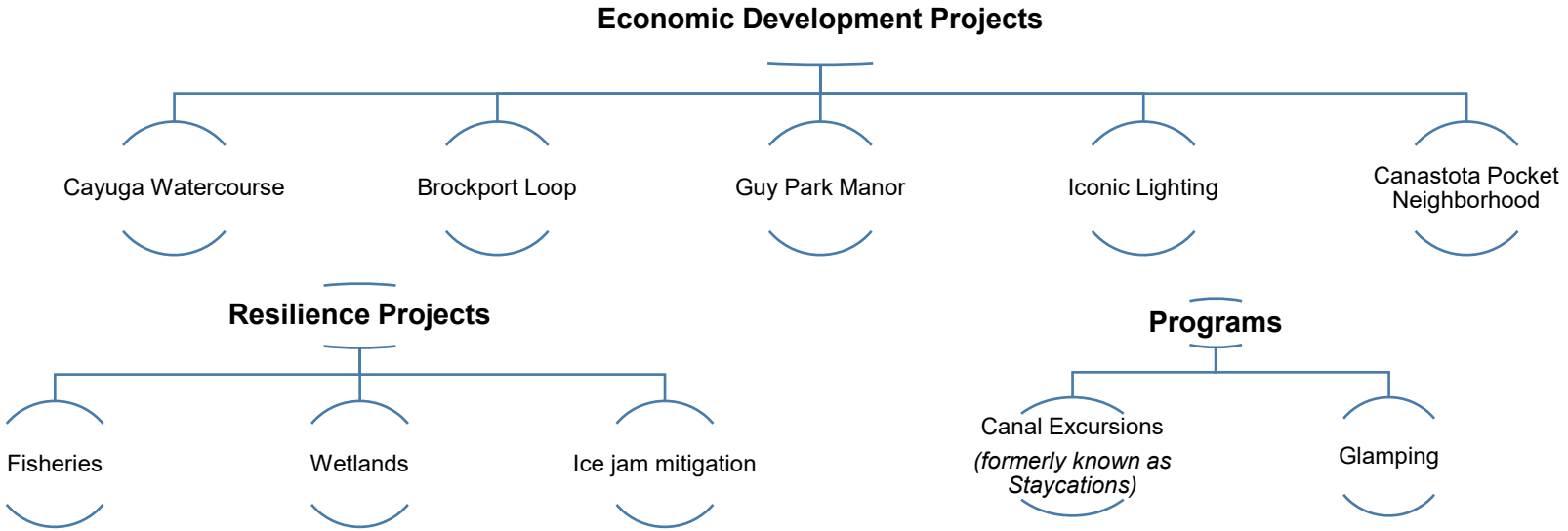
Informational Session: Reimagine the Canals

Angelyn Chandler
VP, Planning

March 30, 2021

Reimagine the Canals is a $300M initiative to revitalize one of New York's greatest assets across multiple projects and programs

Phase 1



Phase 2: in feasibility study; will provide further updates during the May Trustee meeting

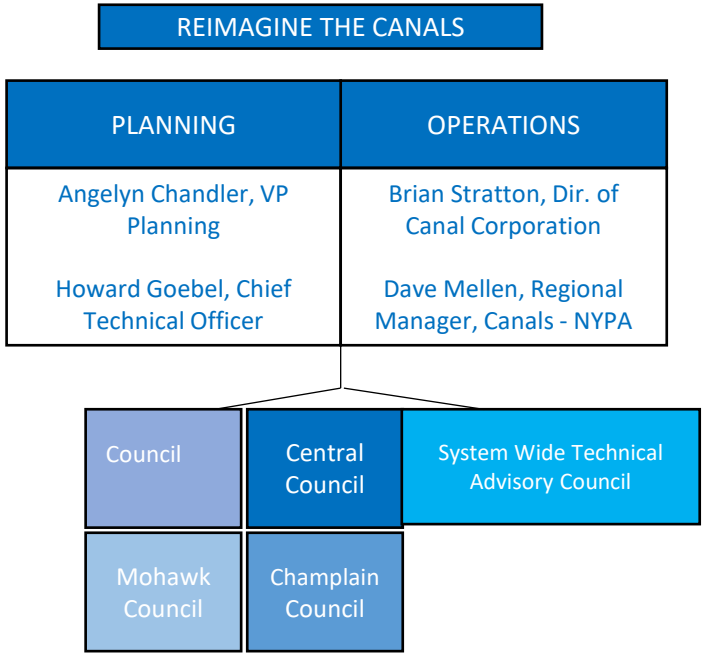
Despite COVID-19, Reimagine has made tremendous progress in 2020 and early 2021

- Established five Canal Councils that meet quarterly as two-way communication channel between Canals and the communities we serve
- Moved forward with all Phase 1 Economic Development projects
- Successfully implemented two 2020 Resilience project pilots:
  - Fishing pilot: launched on two creeks, being expanded in Fall 2021
  - Ice jam mitigation pilot: no ice jams or flooding events this year
- Current embarking on our second year of summer programming; expanding to fall and winter activities
  - Canals Excursions: expansion from Staycations and will also include winter activities such as snowshoeing and cross-country skiing
  - Glamping: first installation will open this summer in Schuylerville

Reimagine will continue to work with our stakeholders through our Canal Councils as we implement Phase 1 and develop Phase 2

Overview & project milestones:

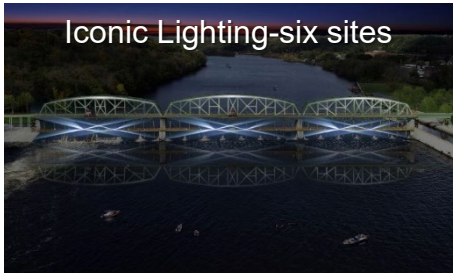
- Formed advisory groups to serve as communication channels for Reimagine the Canals and Canal Operations
- Councils are organized regionally with 10 members per council and 1 appointed chair
- System-wide technical advisory council is intended to represent interests across the canal system and is made up of 11 members
- Held introductory meetings in January/February 2021
- Expecting to meet with these advisory groups again in late-March/early-April to discuss issues that surfaced at the first set of meetings



The five Phase 1 Economic Development Projects were designed to increase visitorship to the Canals

- Selecting a designer in Q2 2021
- Exploring options for park operator

- Master plan for loop completed
- 30% Design milestone commenced



- Phase 1 projects to be completed Q3 2021
- Planning for ribbon cutting event

- Reimagine playing support role to competition winner
- Market research study commenced

- Bridge designer selection by Q3 2021
- Bidding construction documents for restoration of Guy Park Manor house by Q3 2021

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Phase 1 Resilience Projects were designed to protect Canals communities and restore ecosystems

- Fall 2020 Pilot completed
- Program to be expanded onto more creeks in Fall 2021

- Wetland restoration design work will be completed Q2 2021; construction complete Q4 2021
- Partnering with DEC (property owners) for design and construction

- Successful Winter 2020 pilot; no ice jams or flooding reported
- Tested a new form of ice breaking equipment (amphibious dredge)
- Continuing ice jam mitigation work in Winter 2021 and beyond

Phase 1 Programs were designed catalyze near-term economic development and increase visitors to the Canals

THE SUNDAY GAZETTE **REGIONAL** SECTION C SUNDAY, JULY 19, 2020

SCHENECTADY COUNTY

Free kayak, bike rentals boost canal staycations

BY JOHN CROPLEY
Business Editor

Free kayak and bike rentals are being offered this summer along the Erie Canal in Schenectady and Niskayuna.

It's a loop, paddling from Mohawk Harbor to the Rexford Bridge and pedaling back. Similar excursions are being offered elsewhere on the canal system to let people enjoy the outdoors without journeying too far from home amid a public health crisis.

The demand is there — kayaks are in short supply at some retailers and new bicycles are even harder to find. After months cooped up because of winter, and several weeks inside due to COVID-19 precautions, people want to get outside.

The New York State Canal Corp. is promoting excursions at six places along the canal system as staycation opportunities. Schenectady/Niskayuna and three other hubs feature free rentals; Saratoga/Schuylerville and one other do not.

SCHENECTADY

In Schenectady County, anyone can reserve a kayak through the website of Upstate Kayak Rentals, which operates a rental fleet at

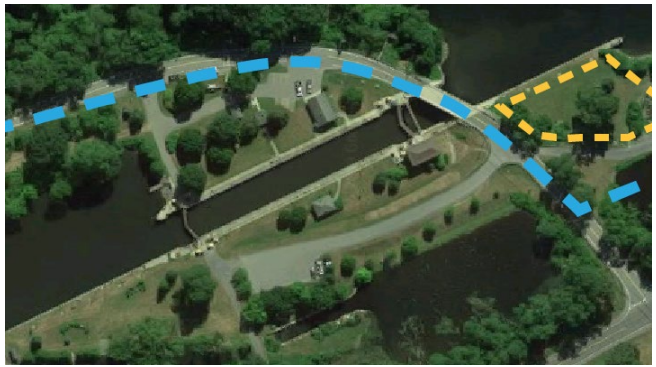
See CANAL, page C2

Cassie Smith, seated, is helped onto the launch ramp by Tom Chase as her father, Scott Smith, right, of Niskayuna watches at Mohawk Harbor on Friday. Upstate Kayak Rentals operates a fleet at the location.

PETER R. BARBER/ STAFF PHOTOGRAPHER

Canals Excursions (formerly known as Staycations)

- Successful Summer 2020 program to be expanded in Summer 2021 and into Winter 2021
- More than 2,500 participants in 2020
- Fall/Winter activities added, such as snowshoeing and cross-country skiing



Glamping

- Pilot program in Schuylerville will begin Summer 2021
- Exploring additional sites for Summer 2022

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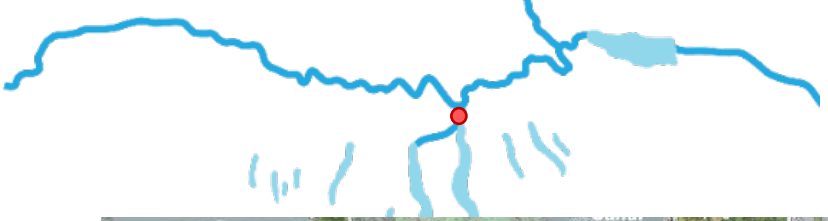
Summary and Next Steps

- All Phase 1 projects are in design or further
- First Reimagine projects will be completed by end of 2021
- Phase 2 projects in feasibility planning; planning for Summer/Fall 2021 announcement
- Next Trustee briefing in May 2021: Canals-wide update

Appendix

Economic Development Projects

Reimagine the Canals
Cayuga Watercourse



Overview & project milestones:

- Project will create a $15M, world-class whitewater destination at Cayuga Lake outlet with complementary passive recreation and car camping
- Completed an in-depth feasibility study for a whitewater park with supporting recreational programming at north end of Cayuga Lake
- In the process of procuring a design and engineering firm
- Investigating public-private business model options for operating the park
- Future expansion opportunity and connection to Montezuma NWR possible

Timeline:

- Design and permitting to take place between 2021 and 2023; construction in 2024 and 2025

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Reimagine the Canals

Brockport Loop

Overview & project milestones:

- Project will link SUNY Brockport to the Empire State Trail (EST) and improve overall connectivity by creating an iconic pedestrian bridge and overlook at Brockport guard gate
- SHoP, a NYC-based “boutique” architecture firm selected as the design architect for the project
- ARUP hired as engineer of record
- $2M secured from Ralph C Wilson Jr. Foundation

Timeline:

- Design and permitting in 2021 to 2023; construction in 2024

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Reimagine the canals

Guy Park Manor

Overview & project milestones:

- Guy Park Manor will become a hospitality destination through the adaptive reuse of this historic manor house, pedestrian connection to EST via movable dam, and trailside camping along with updated flood maps
- FEMA-funded restoration and flood protection of the historic manor house underway
- Issued RFQ for design/engineering team to study use of movable dam to establish pedestrian connection over the Mohawk, connecting the site to the EST
- Began market outreach for new hotel near the manor house

Timeline:

- Private sector partner to be sought in late 2021; design and permitting 2022-23; construction begins 2024

Reimagine the Canals

Canastota Pocket Neighborhood

Overview & project milestones:

- Development of a mixed-use, "pocket neighborhood" development on the Old Erie Canal in Canastota with connection to downtown and EST
- Madison County has selected Savarino as the preferred developer for this 2.50-acre mixed use site
- Market study is being conducted to determine housing typology and financing sources appropriate to this location

Timeline:

- Design and permitting in 2021, with construction beginning in 2022

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Reimagine the Canals

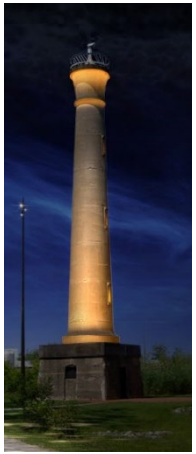
Iconic lighting

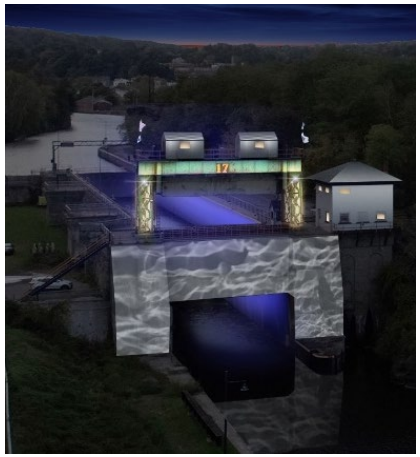
Overview & project milestones:

- Project will architecturally illuminate iconic infrastructure landmarks across the canal system to celebrate the history of the canal
- Four sites identified for Phase 1a lighting projects
  - Little Falls lock (Mohawk)
  - Verona Beach and Brewerton Lighthouses (Central)
  - Fairport lift bridge (Western)
- Two sites for Phase 1b (Amsterdam and Tonawanda)
- Lighting designer working with contractor to finalize design and implement these projects

Timeline:

- Phase 1a to be implemented by September 2021





Iconic lighting renderings (work in progress)

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Resilience Projects

Reimagine the canals

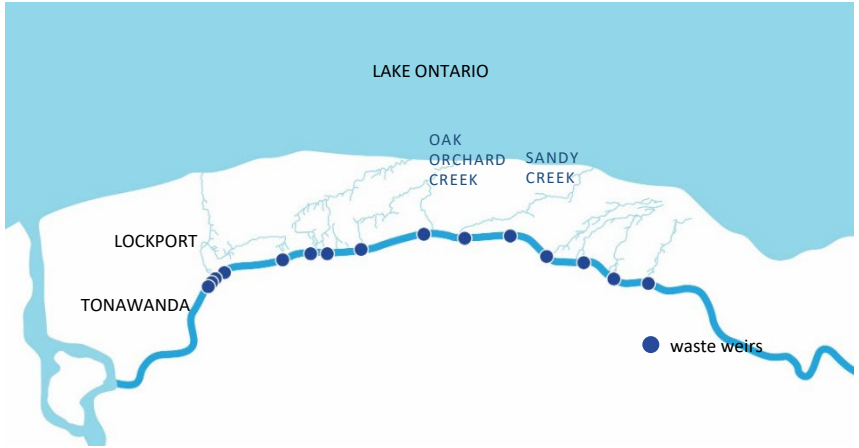
Fisheries enhancement program

Overview & project milestones:

- The program enhances recreational fishing opportunities by increasing releases from the canal into streams in the western region
- A pilot was completed in 2020, which involved:
  - controlled, increased releases on Sandy and Oak Orchard Creeks (mid-Sept to mid-Nov 2020)
  - “double draining” of the Canal from early-Nov to mid-Dec
- Received positive feedback from fishing guides and anglers
- Planned expansion in 2021 to more streams
- Working with DEC to expand public fishing access along these streams to handle growth in demand

Timeline:

- 2020 program completed (to be expanded in future)



Map showing locations of targeted streams for program pilot

Angling on Oak Orchard Creek in fall 2020

Reimagine the canals

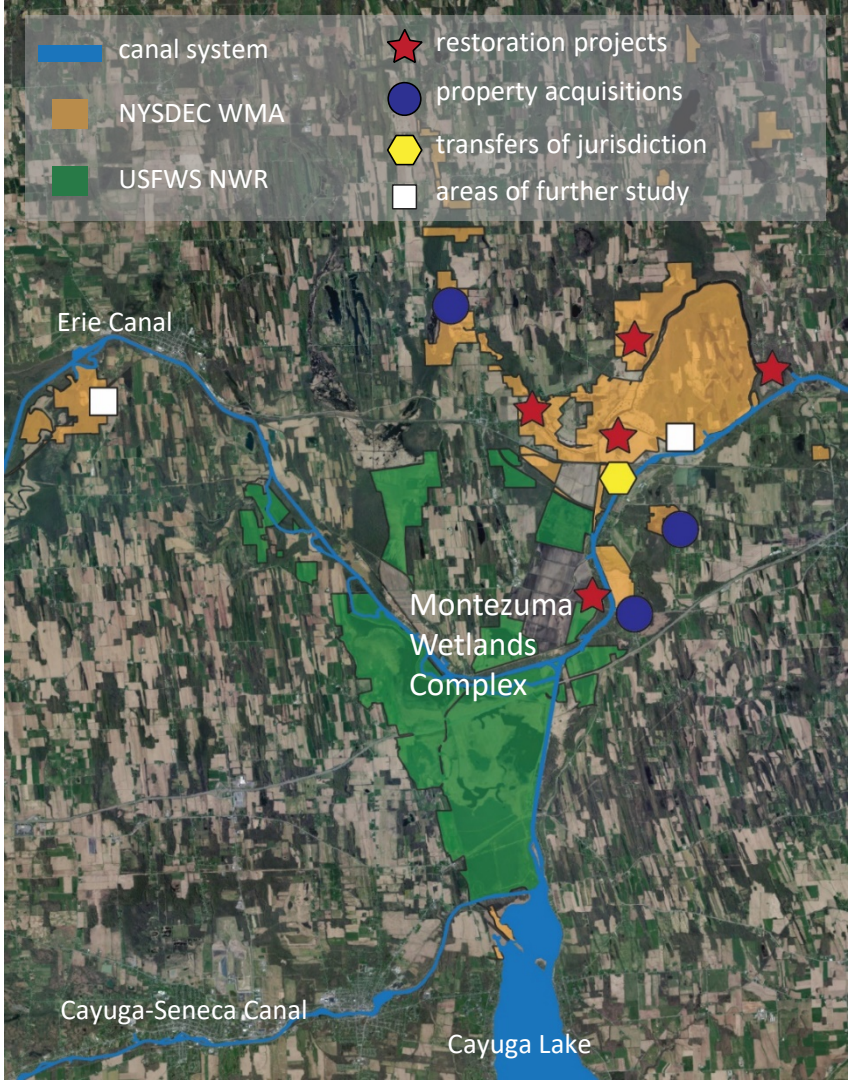
Wetland restoration

Overview & project milestones:

- Partnered with DEC to develop a program that restores, enhances, protects, and improves recreational access to more than 2,000 acres of wetlands in Montezuma area
- NYPA, DEC and contractors will begin implementing the first phase of work in summer 2021, starting with 6 priority projects that cover a wetland area of over 700 acres
- Contractors Arcadis and Ducks Unlimited are performing preliminary design, engineering, and permitting work for the priority projects

Timeline:

- Priority projects completed in Q4 2021
- Overall program completion in 5 years



Reimagine the Canals

Ice breaker pilot program

Overview & project milestones:

- Piloted various ice breaking methods this winter in hotspot areas in the Mohawk between Lock E-7 and E-8
- The pilot tested the ice-breaking ability of tugboats as well as a newly-acquired amphibious dredge
- Icebreaking efforts with the tugboats have been very successful in mitigating winter flooding so far
- Based on the results this year, a more permanent ice-breaking strategy that complements other ice jam initiatives will be developed

Timeline:

- Program pilot completed Q1 2021
- Further development will continue next ice season

Programs

Reimagine the Canals

Canal excursions
(previously known as Staycations)

Overview & Project milestones:

- Seasonal recreation program offering unique excursions and itineraries featuring the canal and the Empire State Trail, building off the successful Staycations program in 2020
- This year's program will highlight new types of recreational opportunities and will extend into the winter
- The program will continue to support healthy, outdoors recreation relating to the Canal and Trail while supporting local businesses
- RFI/Q issued in January to identify potential partners for the program, receiving 47 responses from local vendors

Timeline:

- Excursion locations and activities to be finalized in early April; program to launch early-June

Reimagine the Canals

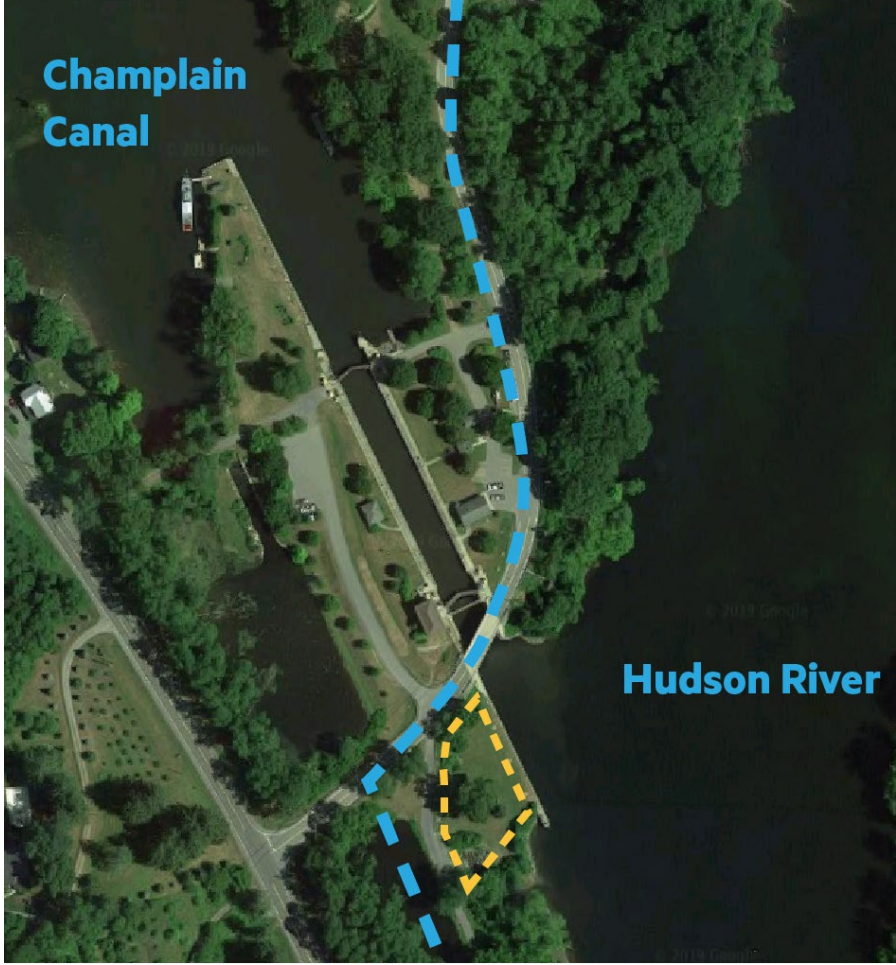
Glamping

Overview & project milestones:

- In 2019, NYPA launched an RFP to develop new camping concessions at one or more locations along the canal system for summer 2020
- Camp Rockaway was selected as the preferred vendor, but due to COVID, the pilot season was delayed to 2021
- Camp Rockaway will operate four 'glampsites' at Lock C-5 in Schuylerville on the Champlain Canal
- Site offers great access to EST, fishing, kayaking, and boat tours

Timeline:

- Operation from Memorial Day into the Fall



NEW YORK
STATE OF
OPPORTUNITY.
NY Power
Authority
Canal
Corporation

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Expansion Power Allocations**

SUMMARY

The Trustees are requested to:

1. Approve: (a) an allocation of 1,750 kilowatts ("kW") of Expansion Power ("EP") to Amcor Rigid Packaging USA, LLC ("Amcor") to support the company's proposed expansion at 135 Buell Avenue, Cheektowaga (Erie County); (b) an allocation of 400 kW of EP to Pine Pharmaceuticals LLC ("Pine") to support the company's proposed expansion at its facility located at 355 Riverwalk Parkway, Tonawanda (Erie County); and (c) an allocation of 10,000 kW of EP to Plug Power Inc. ("Plug") to support the company's proposed expansion at 6840 Crosby Road, Alabama (Genesee County). These projects are discussed in more detail below and in Exhibits "A", "B", and "C".

2. Authorize a public hearing, in accordance with Public Authorities Law ("PAL") § 1009, on a proposed form of contract ("Proposed Contract") with Amcor, Pine, and Plug that would, along with Authority Service Tariff No. WNY-2 ("ST WNY-2"), apply to the sale of EP to Amcor, Pine, and Plug. Copies of the Proposed Contract and ST WNY-2 are attached as Exhibits "A-1", "B-1", and "C-1".

BACKGROUND

Under 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, New York State Electric & Gas, 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 the Economic Development Entities to help maximize the value of hydropower to improve the economy of Western New York and the State of New York. Each organization has expressed support for today's recommended EP allocations.

At this time, 24,615 kW of unallocated EP and 82,879 kW of unallocated RP is available to be awarded to businesses under the criteria set forth in PAL §1005(13)(a).

DISCUSSION

Amcor Rigid Packaging USA, LLC

Founded in 1860, Amcor is a global manufacturer of packaging products across various industries. This includes food, beverage, pharmaceutical, and household markets.

Amcor is proposing to establish a new manufacturing site in Cheektowaga to produce beverage containers. The new plant would acquire production from out-of-state Amcor sites. The company is considering other potential expansion sites in the Northeast and Midwest regions of the United States. A hydropower allocation award may help in Amcor selecting the Cheektowaga site for the expansion.

Amcor's expansion project would involve a capital investment expenditure of at least $18.8 million. This includes infrastructure upgrades (a capital investment expenditure of at least $5.3 million) and new equipment purchases (a capital investment expenditure of at least $13.5 million).

Amcor is planning to begin construction on the expansion project in 2021. The company would commit to the creation of 24 new, permanent, full-time jobs that would be located at the Cheektowaga facility. Average annual compensation/benefits are estimated to be $86,530 per job.

The company applied for 2,600 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 1,750 kW for a term of ten years.

The job creation ratio for the proposed allocation of 1,750 kW is 14 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $18.8 million would result in a capital investment ratio of $10.7 million per MW. This ratio is below the historic average of $17.6 million per MW.

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

Pine Pharmaceuticals LLC

Founded in 2013, Pine provides compounded solutions to medical practices, clinics, and hospitals. The company was created to allow custom pharmaceuticals to be shipped directly to medical practitioners for in office patient use.

In 2017, Pine constructed a new 25,000 square-foot facility in Tonawanda to accommodate business growth at that time. Since that time, the company has outgrown its facility and requires additional space as it continues to expand.

Pine is proposing to construct a new 48,000 square-foot addition to its existing Tonawanda facility to accommodate current and future growth plans. The new building would be used to produce repackaged and compounded pharmaceuticals.

Pine's expansion project would involve a capital investment expenditure of at least $8.615 million. This includes building and construction costs (a capital investment expenditure of at least $6.915 million) and machinery and equipment purchases (a capital investment expenditure of at least $1.7 million).

Pine is planning to begin construction on the expansion project in 2021. The company would commit to the creation of 40 new, permanent, full-time jobs that would be located at the Tonawanda facility. The average compensation/benefits are estimated to be $69,680 per job.

The company applied for 582 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 400 kW for a term of ten years.

The job creation ratio for the proposed allocation of 400 kW is 100 new jobs per MW. This ratio is above the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $8.615 million would result in a capital investment ratio of $21.5 million per MW. This ratio is above the historic average of $17.6 million per MW.

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

Plug Power Inc.

Founded in 1997 and headquartered in Latham, New York, Plug is a producer and distributor of green hydrogen for use in fuel cells. The company is a leading provider of clean hydrogen and zero-emission fuel cell solutions.

Plug is proposing to construct and operate a liquid hydrogen production plant at the Science & Technology Advanced Manufacturing Park ("STAMP") site located in Alabama (Genesee County). The company anticipates significant demand for green hydrogen and the project expands their production capacity to meet these requirements.

Plug's expansion project would involve a capital investment expenditure of at least $290.82 million. This includes land and construction costs (a capital investment expenditure of at least $79.65 million), machinery and equipment purchases (a capital investment expenditure of at least $206.5 million), and infrastructure costs and associated upgrades (a capital investment expenditure of at least $4.67 million).

Plug is planning to begin construction on the expansion project in 2021. The company would commit to the creation of 68 new, permanent, full-time jobs that would be located at the

STAMP facility in Alabama (Genesee County). The average compensation/benefits are estimated to be $92,800 per job.

Plug represents the initial applicant considered under the Green Jobs Evaluation Incentive Plan approved by the Trustees on December 9, 2020. The plan allows for the consideration of green jobs impacts when evaluating and recommending power allocations for approval.

The company applied for 153,000 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 10,000 kW for a term of ten years.

The job creation ratio for the proposed allocation of 10,000 kW is 7 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $290.82 million would result in a capital investment ratio of $29.1 million per MW. This ratio is above the historic average of $17.6 million per MW.

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

CONTRACT INFORMATION

The following is a summary of some of the matters that would be addressed in ST WNY-2 and the Proposed Contracts with Amcor, Pine, and Plug:

- 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 customer 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.

Staff intends to discuss the form of the Proposed Contracts with Amcor, Pine, and Plug and anticipates reaching agreement on a contract substantially similar to the form attached as Exhibits "A-1", "B-1" and "C-1". Accordingly, the Trustees are requested to authorize a public hearing, pursuant to PAL §1009, on the form of the Proposed Contracts attached as Exhibits "A-1", "B-1" and "C-1". The form of the Proposed Contracts is consistent with recently approved contracts for the sale of EP and RP.

As required by PAL §1009, when the Authority believes it has reached agreement with its prospective co-party on a contract for the sale of EP or RP, it will transmit the proposed form of the contract to the Governor and other elected officials, and hold 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 any additional recommendations regarding the Proposed Contract as are appropriate.

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

FISCAL INFORMATION

The actions recommended herein will not have a negative impact on the Authority's finances.

RECOMMENDATION

The Senior Vice President, Clean Energy Solutions, recommends that the Trustees:

1. Approve an allocation of 1,750 kW of EP to Amcor as described herein and in Exhibit "A" for a term of ten years; approve an allocation of 400 kW of EP to Pine as described herein and in Exhibit "B" for a term of ten years; and approve an allocation of 10,000 kW of EP to Plug as described herein and in Exhibit "C" for a term of ten years.

2. Authorize a public hearing, in accordance with PAL § 1009, on the Proposed Contracts with Amcor, Pine, and Plug attached as Exhibits "A-1", "B-1", and "C-1".

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That an allocation of 1,750 kilowatts of Expansion Power ("EP") be awarded to Amcor Rigid Packaging USA, LLC for a term of 10 years as detailed in the foregoing memorandum of the President and Chief Executive Officer ("Memorandum") and Exhibit "A", be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That an allocation of 400 kilowatts of EP be awarded to Pine Pharmaceuticals LLC for a term of 10 years as detailed in the foregoing Memorandum and Exhibit "B", be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That an allocation of 10,000 kilowatts of EP be awarded to Plug Power Inc. for a term of 10 years as detailed in the foregoing Memorandum and Exhibit "C", 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 with Amcor Rigid Packaging USA, LLC, Pine Pharmaceuticals LLC, and Plug Power Inc. for the sale of the EP allocations (the "Contract"), the current forms of which is attached as Exhibits "A-1", "B-1", and "C-1"; 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 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.

March 30, 2021
Exhibit "A"

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Amcor Rigid Packaging USA, LLC ("Amcor")
Location:	Cheektowaga, NY
County:	Erie County
IOU:	National Grid
Business Activity:	The company is a manufacturer of packaging products across various industries.
Project Description:	Amcor is proposing to establish a new manufacturing site in Cheektowaga to produce beverage containers.
Existing Allocation(s):	None
Power Request:	2,600 kW of EP
Power Recommended:	1,750 kW of EP
Job Commitment:	
Base:	0
New:	At least 24 jobs
New Jobs/Power Ratio:	14 jobs/MW
New Jobs - Avg. Wage and Benefits:	$86,530
Capital Investment:	At least $18.8 million
Capital Investment/MW:	$10.7 million/MW
Other ED Incentives:	Excelsior Jobs Program award of $300,000 from Empire State Development and National Grid service upgrades
Summary:	Amcor is proposing to establish a new manufacturing plant in the Northeast or Midwest region of the United States. The new plant would produce beverage containers and would acquire production from out-of-state sites. Amcor has identified a project site in Cheektowaga which it is considering for the expansion. The project includes the purchase and installation of new manufacturing equipment and various infrastructure upgrades. An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Amcor to consider additional expansion opportunities in Cheektowaga 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 EXPANSION POWER AND/OR REPLACEMENT POWER

Amcor Rigid Packaging USA, 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 the Sale of Expansion Power and/or Replacement Power ("Agreement") with Amcor Rigid Packaging USA, LLC ("Customer") with offices and principal place of business at 135 Buell Avenue, Cheektowaga, NY 14225. 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

Amcor Rigid Packaging USA, LLC
135 Buell Avenue
Cheektowaga, NY 14225
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:

AMCOR RIGID PACKAGING USA, LLC

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: Amcor Rigid Packaging USA, LLC **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	1,750 kW	135 Buell Avenue Cheektowaga, New York 14225	March 30, 2021	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 24 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 $18,800,000 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**
Blowmolder equipment	$ 6,900,000
Infrastructure upgrades	$ 5,300,000
Ancillary equipment	$ 6,600,000
Total Minimum Expansion Project Capital Investment Commitment:	**$18,800,000**

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 March 30, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

March 30, 2021
Exhibit "B"

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Pine Pharmaceuticals LLC ("Pine")
Location:	Tonawanda, NY
County:	Erie County
IOU:	National Grid
Business Activity:	The company provides compounded solutions to medical practices, clinics, and hospitals.
Project Description:	Pine is proposing to construct a new 48,000 square foot addition to its existing Tonawanda facility to accommodate current and future growth plans.
Existing Allocation(s):	136 kW of ReCharge New York ("RNY") Power
Power Request:	582 kW of EP
Power Recommended:	400 kW of EP
Job Commitment:	
Base:	94
New:	At least 40 jobs
New Jobs/Power Ratio:	100 jobs/MW
New Jobs - Avg. Wage and Benefits:	$69,680
Capital Investment:	At least $8.615 million
Capital Investment/MW:	$21.5 million/MW
Other ED Incentives:	Excelsior Jobs Program award of $650,000 from Empire State Development, Erie County Industrial Development Agency benefits (PILOT and tax exemptions), and National Grid service upgrades
Summary:	Pine has experienced significant business growth and is in need of additional facility space. The company is proposing to build a new 48,000 square foot addition to its existing facility in Tonawanda. The new building would be used to produce repackaged and compounded pharmaceuticals. The project includes construction costs, new dedicated cleanrooms, and significant equipment purchases. An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Pine to consider additional expansion opportunities at its Tonawanda 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 EXPANSION POWER AND/OR REPLACEMENT POWER

Pine Pharmaceuticals 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 the Sale of Expansion Power and/or Replacement Power ("Agreement") with Pine Pharmaceuticals LLC ("Customer") with offices and principal place of business at 355 Riverwalk Parkway, Tonawanda, NY 14150. 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

Pine Pharmaceuticals LLC
355 Riverwalk Parkway
Tonawanda, NY 14150
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:

PINE PHARMACEUTICALS LLC

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: Pine Pharmaceuticals LLC **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	400 kW	355 Riverwalk Parkway Tonawanda, New York 14150	March 30, 2021	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 134 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 $8,615,000 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**
Building and construction	$ 6,915,000
Machinery and equipment	$ 1,700,000
Total Minimum Expansion Project Capital Investment Commitment:	**$ 8,615,000**

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 March 30, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

March 30, 2021
Exhibit "C"

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Plug Power Inc. ("Plug")
Location:	Alabama, NY
County:	Genesee County
IOU:	National Grid
Business Activity:	The company is a producer and distributor of green hydrogen for use in fuel cells.
Project Description:	Plug is proposing to construct and operate a liquid hydrogen production plant at the Science & Technology Advanced Manufacturing Park ("STAMP") site located in Genesee County.
Existing Allocation(s):	None at this site
Power Request:	153,000 kW of EP
Power Recommended:	10,000 kW of EP
Job Commitment:	
Base:	0
New:	At least 68 jobs
New Jobs/Power Ratio:	7 jobs/MW
New Jobs - Avg. Wage and Benefits:	$92,800
Capital Investment:	At least $290.82 million
Capital Investment/MW:	$29.1 million/MW
Other ED Incentives:	$2 million in Excelsior Tax Credits from Empire State Development and local tax incentives from the Genesee County Economic Development Center ("GCEDC"). Plug is also being recommended for a 143,000 kW High Load Factor ("HLF") allocation and $1.5 million from the Western New York Economic Development Fund ("WNYEDF").
Summary:	Plug has identified the STAMP site in Genesee County as the potential location at which to establish a liquid hydrogen production plant. The company anticipates significant demand for green hydrogen and the project expands its production capacity to meet these requirements. The project includes significant construction costs, machinery and equipment purchases, and associated upgrades. An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Plug to consider additional expansion opportunities at the Genesee County STAMP site 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 EXPANSION POWER AND/OR REPLACEMENT POWER

Plug Power 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 Plug Power Inc. ("Customer") with offices and principal place of business at 6840 Crosby Road, Alabama, NY 14013. 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

Plug Power Inc.
6840 Crosby Road
Alabama, NY 14013
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:

PLUG POWER 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: Plug Power Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	10,000 kW	6840 Crosby Road Alabama, New York 14013	March 30, 2021	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 68 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 $290,820,000 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**
Land and Construction	$ 79,650,000
Machinery and equipment	$ 206,500,000
Infrastructure and associated upgrades	$ 4,670,000
Total Minimum Expansion Project Capital Investment Commitment:	**$ 290,820,000**

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 March 30, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Recharge New York Power – New and Extended Allocations**

SUMMARY

The Trustees are requested to:

(a) authorize the extension of the 8 allocations of Recharge New York ("RNY") Power awarded to the businesses listed in Exhibit "A" as described below for a term of 7 years, to commence on the expiration of each such allocation, or in the Authority's discretion, on a date to be agreed upon by the Authority and the customer for a term not to exceed 7 years (collectively, the "Extended Term"), subject to the following conditions: A customer whose allocation would be extended would have to agree to provide supplemental commitments for, among other things, jobs and capital investments, as it has in its current RNY Power agreement(s) with the Authority (collectively, "Current RNY Power Agreement") for the length of any Extended Term, through the incorporation of such supplemental commitments in the proposed final contract that is executed by the parties. With respect to capital investments, the vast majority of RNY Power customers (i.e., those who do not have project/expansion capital investment commitments) would be expected to meet a minimum capital investment commitment;

(b) award new allocations of RNY Power available for "retention" purposes to the businesses listed in Exhibit "B" in the amounts indicated therein;

(c) award new allocations of RNY Power available for "expansion" purposes to the businesses listed in Exhibit "C" in the amounts indicated therein; and

(d) award new allocations of RNY Power available for eligible small businesses and/or not-for-profit corporations to the entities listed in Exhibit "D" in the amounts indicated therein.

The sale of any extended or new allocation as proposed herein would be governed by the form of the RNY Power contract that was approved by the Trustees on March 26, 2019, and existing Authority Service Tariff RNY-1.

All the above actions have been recommended by the Economic Development Power Allocation Board ("EDPAB") at its March 29, 2021 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. The RNY Power Program is codified

primarily in Economic Development Law ("EDL") § 188-a and Public Authorities Law § 1005(13-a) (the "RNY Statutes"). The program makes available 910 megawatts ("MW") of "RNY Power," 50% of which will be provided by certain Authority 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.

As part of Governor 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.

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.

"Eligible applicant" is defined by statute 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.

RNY Power allocation awards are comprised of 50% hydropower and 50% Authority-procured market power. 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 the RNY power allocation, the Authority shall offer each eligible applicant the option to decline to purchase the RNY market power component of such allocation. If an eligible applicant declines to purchase the RNY market power component, the Authority has no responsibility for supplying such market power to the eligible applicant.

Under applicable law, applications for RNY Power are first considered by EDPAB. EDPAB is authorized to recommend applicants to the Authority's Trustees that it believes should receive an award of RNY Power based on applicable statutory criteria and other pertinent considerations. The criteria provided for in the RNY Statutes are summarized in Exhibit "F" to this memorandum. An allocation recommended by EDPAB qualifies the subject applicant to enter a contract with the Authority for the purchase of the RNY Power if the Authority makes an allocation award.

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.

Unless otherwise noted in Exhibits "B", "C", and "D" (recommendations for new RNY Power allocations), new 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. Although not applicable to the recommendations presented herein, not-for-profit corporation applicants that score relatively high are typically recommended for allocations of 33% of the requested amount or average historic demand, whichever is lower. These allocations are capped at 5 MW. While not applicable to the recommendations presented herein, applicants currently receiving hydropower allocations under other Authority power programs are typically recommended for allocations of RNY Power of 25% of the requested amount, subject to the caps as stated above.

RNY Power allocation extensions have been awarded by the Trustees on ten prior occasions spanning from October 2018 through December 2020. These recommendations pertain to existing RNY Power customers receiving an Extended Term of 7 years.

RNY Power allocations pertaining to new applicants have been awarded by the Trustees on thirty prior occasions spanning from April 2012 through December 2020. Of the 200 MW block of RNY Power made available pursuant to Chapter 60 for business "expansion" purposes, 20.5 MW remain unallocated. Of the 100 MW block of RNY Power that is set aside for not-for-profit corporations and small businesses pursuant to Chapter 60, 3.9 MW remain unallocated. Of the remaining RNY Power made available pursuant to Chapter 60, 7.9 MW remain unallocated. These figures reflect Trustee actions on RNY Power applications taken prior to any actions the Trustees take today.

EDPAB, at its meeting held on March 29, 2021, recommended that:

(a) the Trustees approve extensions for the 8 RNY Power allocations that are listed in Exhibit "A" for a term of 7 years; and

(b) each of the applicants identified in Exhibits "B", "C", and "D" be awarded an RNY Power allocation in the amount indicated for a term of 7 years.[1]

Consistent with the RNY Statutes, EDPAB recommended that the contracts for the sale of extended and new 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.

[1] EDPAB recommended termination of the application review process for the applicants listed in Exhibit "E" for the reasons discussed in Exhibit "E". No action is required by the Trustees on these matters.

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

DISCUSSION

1. Extension of Existing RNY Power Allocations

For the current round of recommendations, Authority Staff has reviewed applications from 8 RNY Power customers listed on Exhibit "A" who are seeking extensions, and a copy of each application has been made available to the Board. Staff's review has consisted of a review on a customer-specific basis of such issues as the amount of each allocation that would be extended, the supplemental commitments that these customers have made under their Current RNY Power Agreement and are prepared to make as consideration for an extension, and the customer's compliance status under its Current RNY Power Agreement, including its compliance with supplemental commitments for jobs and capital investments.

In summary, the businesses listed on Exhibit "A" which are located throughout the State bring valuable benefits to the State. In total, the allocations listed in Exhibit "A" are supporting the retention of nearly 1,050 jobs and more than $30 million in capital investments throughout New York State, and the Authority will require customers to commit to the same or substantially similar supplemental commitments for jobs and capital investments that are summarized in Exhibit "A" for the Extended Term.

Based on the foregoing discussion and EDPAB's recommendations, Staff recommends that the Trustees extend the allocations listed on Exhibit "A" as described above and in Exhibit "A" subject to the following conditions:

(a) The sale of any allocation extended as proposed herein will be governed by the RNY Power contract form that was approved by the Trustees on March 26, 2019, and Authority Service Tariff RNY-1.

(b) In order to receive an extension of its allocation, the customer must agree, for the Extended Term, to provide the supplemental commitments for jobs and capital investments that are the same or substantially similar to those that are summarized generally in Exhibit "A" (subject to adjustments described above), through the incorporation of such supplemental commitments in the final contract that is executed by the parties. With respect to capital investments, RNY Power customers who do not have current project/expansion capital investment commitments would be expected to meet a minimum capital investment commitment which may be satisfied through capital expenditures made over a five-year period.

(c) Unless otherwise noted in Exhibit "A", the customer is in compliance with its contractual obligations to the Authority under its Current RNY Power Agreement.

Staff believes that an extension of each allocation listed on Exhibit "A" is appropriate and is consistent with the applicable statutory criteria listed in Exhibit "F". In addition, the terms and conditions in the RNY Power contract form approved by the Trustees on March 26, 2019 are consistent with the terms and conditions recommended by EDPAB.

2. Retention-Based RNY Power Allocations

The Trustees are asked to address applications submitted via the CFA process for RNY Power retention-based allocations. Unless otherwise indicated in Exhibit "B", these applications seek an RNY Power allocation for job retention purposes only.

Consistent with the evaluation process as described above, EDPAB recommended, at its March 29, 2021 meeting, that RNY Power retention allocations be awarded to the businesses listed in Exhibit "B." Each business has committed to retain jobs in New York State and to make capital investments at their facilities in exchange for the recommended RNY Power allocations.

Staff recommends that the Trustees accept EDPAB's recommendations and award RNY Power allocations to each of the businesses listed on Exhibit "B" in the amounts and terms indicated therein.

3. Expansion-Based RNY Power Allocations

The Trustees are also asked to address applications requesting RNY Power allocations for expansion purposes. 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 "C", these applications seek an RNY Power allocation to support expansion of an existing business or a new business/facility. EDPAB recommended, at its March 29, 2021 meeting, that RNY Power expansion-based allocations be made to the businesses listed in Exhibit "C." Each such allocation would be for a term of 7 years unless otherwise indicated.

As with the evaluation process used for the retention recommendations described above, 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 proposed amounts of the expansion-based allocations listed in Exhibit "C" 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 "C" 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 "C."

Staff recommends that the Trustees accept EDPAB's recommendations and award RNY Power allocations to each of the businesses listed on Exhibit "C" in the amounts indicated therein.

4. Small Business and/or Not-for-Profit-Based RNY Power Allocations

The Trustees are also asked to address applications 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 29, 2021 meeting, that RNY Power allocations be awarded to the small businesses

and/or not-for-profit applicants listed in Exhibit “D.” These applicants have committed to retain or create jobs in New York State and make capital investments to the extent indicated in Exhibit “D” in exchange for the recommended RNY Power allocations as described in Exhibit “D.” The RNY Power allocations identified in Exhibit “D” are recommended for a term of 7 years unless 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 “D” in the amounts indicated therein.

If the recommended allocations are made, the 100 MW block of power will be close to fully allocated. Accordingly, Staff is prepared to establish a waiting list for small businesses and not-for-profit corporations who wish to apply for RNY Power.

5. Termination of Application/Review Process

At its meeting on March 29, 2021, EDPAB terminated the application review process for the applicants listed on Exhibit “E” for the reasons listed on Exhibit “E”. No action by the Trustees is required on this matter. In the past, some applicants in these circumstances refiled if able to advance a more complete RNY Power application.

FISCAL INFORMATION

The actions recommended herein will not have a negative impact on the Authority’s finances.

RECOMMENDATION

The Senior Vice President, Clean Energy Solutions recommends that the Trustees accept the recommendations of EDPAB and:

(1) authorize the extension of each of the existing 8 allocations of RNY Power in the manner described above for the customers listed on Exhibit “A” for a term of 7 years to commence on the expiration of the allocation, or commencing on a date to be agreed upon by the parties for a term not to exceed 7 years, subject to the conditions described above;

(2) award the new allocations of RNY Power for retention purposes to the businesses listed in Exhibit “B” as indicated therein;

(3) award the new allocations of RNY Power for expansion purposes to the businesses listed in Exhibit “C” as indicated therein; and

(4) award the new allocations of RNY Power to the small business and/or not-for-profit applicants identified in Exhibit “D” for retention and/or expansion purposes as indicated therein.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That the Trustees hereby accept the recommendations of the Economic Development Power Allocation Board ("EDPAB") and approve the extension of each of the existing 8 Recharge New York ("RNY") Power allocations previously awarded to the customers listed in Exhibit "A" in the manner described in the accompanying memorandum of the President and Chief Executive Officer ("Memorandum") for a term of 7 years, to commence on (1) the expiration of the term of the allocation, or (2) in the Authority's discretion, commencing on a date to be agreed upon by the Authority and the customer for a term not to exceed 7 years (collectively, the "Extended Term"), subject to the following conditions:

(a) the sale of the allocations as extended hereunder shall be made pursuant to the contract form approved by the Board on March 26, 2019, and Authority Service Tariff RNY-1; and

(b) in order to receive an extension of its allocation, the customer agrees to provide the supplemental commitments for jobs, capital investment and power utilization that are the same or determined by the Authority to be substantially similar to those contained in Exhibit "A" (subject to adjustments described above) for the Extended Term, through the incorporation of such supplemental commitments in the final contract that is executed by the parties, and RNY Power customers who do not have an ongoing project/expansion capital investment commitment shall meet a minimum capital investment commitment which may be satisfied through capital expenditures made over a five-year period; and be it further

RESOLVED, That the Trustees hereby accept the recommendation of the EDPAB and approve the new RNY Power allocations for retention purposes to the applicants listed in Exhibit

“B” in the amounts indicated therein for the reasons indicated in the Memorandum and Exhibit “B”; and be it further

RESOLVED, That the Trustees hereby accept the recommendation of the EDPAB and approve the new RNY Power allocations for expansion purposes to the applicants listed in Exhibit “C” in the amounts indicated therein for the reasons indicated in the Memorandum and Exhibit “C”; and be it further

RESOLVED, That the Trustees hereby accept the recommendation of the EDPAB and approve the new RNY Power allocations for retention and/or expansion purposes to the small businesses and/or not-for-profit applicants listed in Exhibit “D” in the amounts indicated therein for the reasons indicated in the Memorandum and Exhibit “D”; and be it further

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.

New York Power Authority **Exhibit "A"**
Extension Recommendations - RNY Power Allocations for Retention Purposes (Large Businesses, Small Business, and/or NFP Corporations) **March 30, 2021**

Retention-Based Allocations

Line	Company	City	County	Economic Development Region	IOU	Description	Current kW Amount	Recommended kW Amount	Job Commitments	Capital Investment Commitment ($)		Contract Term (Years)
1	Bitzer Scroll Inc.	Syracuse	Onondaga	Central New York	NGRID	Manufacturer of scroll compressor products	776	776	93	$15,100,000		7
2	Johnston Paper Company, Inc.	Auburn	Cayuga	Central New York	NYSEG	Distributor of food service & janitorial products	60	60	125	$3,700,000		
	Central New York Region Sub-totals:						**836**	**836**	**218**	**$18,800,000**		
3	Flower City Tissue Mills Company, Inc.	Rochester	Monroe	Finger Lakes	RGE	Manufacturer of packaging tissue	346	346	56	$1,125,000		7
	Finger Lakes Region Sub-totals:						**346**	**346**	**56**	**$1,125,000**		
4	Nas-tra Automotive Industries, Inc.	Lindenhurst	Suffolk	Long Island	LIPA	Remanufacturing of automotive components	86	86	60	$5,000	(1)	7
5	Peconic Landing at Southhold, Inc.	Greenport	Suffolk	Long Island	LIPA	Retirement & assisted-living community	126	126	159	$9,300,000		7
6	Robert Busse & Co., Inc.	Hauppauge	Suffolk	Long Island	LIPA	Manufacturer of hospital supplies	200	200	246	$250,000	(1)	7
7	United Baking Co., Inc.	Islip	Suffolk	Long Island	LIPA	Manufacturer & distributor of cookies	316	316	85	$600,000		7
	Long Island Region Sub-totals:						**728**	**728**	**550**	**$10,155,000**		
8	Prevost Car (US) Inc.	Plattsburgh	Clinton	North Country	NYSEG	Manufacturer of transit buses	130	130	225	$250,000		7
	North Country Region Sub-totals:						**130**	**130**	**225**	**$250,000**		
	Totals						**2,040**	**2,040**	**1,049**	**$30,330,000**		

(1) The company's extension-related job commitment is below the evaluation threshold as compared to their original employment commitment. However, at this time, a reduction to the extension kW amount is not being recommended.

New York Power Authority
Recommendations - RNY Power Allocations for Retention Purposes

Exhibit "B"
March 30, 2021

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation	Jobs Retained	Jobs Created	Capital Investment ($)		Contract Term (Years)
1	ABX Innovative Packaging Solutions LLC	Macedon	Wayne	Finger Lakes	NYSEG	Manufacturer of packaging products	4,244	2,120	378	0	$7,000,000	(1)	7
	Finger Lakes Region Sub-totals:							**2,120**	**378**	**0**	**$7,000,000**		
2	Amcor Flexibles North America, Inc.	Edgewood	Suffolk	Long Island	LIPA	Manufacturer of packaging products	1,548	770	115	0	$5,000,000	(1)	7
3	Designatronics Incorporated	Hicksville	Nassau	Long Island	LIPA	Manufacturer of mechanical components	505	250	158	0	$600,000		7
	Long Island Region Sub-totals:							**1,020**	**273**	**0**	**$5,600,000**		
4	Chemprene LLC	Beacon	Dutchess	Mid-Hudson	CHUD	Manufacturer of rubber coated textiles	1,298	646	113	0	$8,350,000	(1)	
	Mid-Hudson Region Sub-totals:							**646**	**113**	**0**	**$8,350,000**		
	Totals							**3,786**	**764**	**0**	**$20,950,000**		

(1) This company is also recommended for an expansion-related allocation of RNY for separate and distinct job creation and capital investment commitments associated with the proposed business expansion.

New York Power Authority
Recommendations - RNY Power Allocations for Expansion Purposes

Exhibit "C"
March 30, 2021

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	ABX Innovative Packaging Solutions LLC	Macedon	Wayne	Finger Lakes	NYSEG	Manufacturer of packaging products	480	336	378	38	$12,232,000	(3)	7
2	Plug Power Inc.	West Henrietta	Monroe	Finger Lakes	RGE	Manufacturer of fuel cell solutions	6,000	5,100	0	377	$120,000,000		7
	Finger Lakes Region Sub-totals:							**5,436**	**0**	**415**	**$132,232,000**		
3	Amcor Flexibles North America, Inc.	Edgewood	Suffolk	Long Island	LIPA	Manufacturer of packaging products	221	150	115	5	$3,368,469	(3)	7
	Long Island Region Sub-totals:							**150**	**0**	**5**	**$3,368,469**		
4	Chemprene LLC	Beacon	Dutchess	Mid-Hudson	CHUD	Manufacturer of rubber coated textiles	100	70	113	15	$8,350,000	(3)	7
	Mid-Hudson Region Sub-totals:							**70**	**0**	**15**	**$8,350,000**		
5	GUSC Energy Inc.	Rome	Oneida	Mohawk Valley	NGRID	Business and technology park	1,400	980	5,120	200	$70,000,000	(4)	7
	Mohawk Valley Region Sub-totals:							**980**	**0**	**200**	**$70,000,000**		

Totals	**6,636**	**0**	**635**	**$213,950,469**

(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 company is also being recommended for a retention-based RNY Power allocation associated with separate and distinct contractual commitments relating to such matters as job retention, capital investment spending, and power utilization associated with an existing business.

(4) This applicant was previously approved for an RNY Power allocation. The base employment level refers to the applicant's current retained jobs which are already associated with an existing power allocation.

New York Power Authority **Exhibit "D"**
Recommendations - RNY Power Allocations for Retention & Expansion Purposes (Small Business and/or NFP Corporations) **March 30, 2021**

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	Duggal Visual Solutions, Inc.	Westhampton Beach	Suffolk	Long Island	LIPA	Commercial printing & design services	389	190	15	0	$200,000		7
2	Inter-County Bakers, Inc.	Deer Park	Suffolk	Long Island	LIPA	Distributor of bakery supplies	337	166	135	0	$250,000		7
3	LS Promotions, Inc.	Ronkonkoma	Suffolk	Long Island	LIPA	Manufacturer of custom promotional items	324	160	124	0	$1,000,000	(1)	7
4	Lasticks Aerospace, Inc.	Bay Shore	Suffolk	Long Island	LIPA	Manufacturer of aerospace components	64	30	25	0	$350,000		7
5	Milburn Sales Co., Inc.	Copiague	Suffolk	Long Island	LIPA	Commercial flooring distributor & contractor	76	36	41	0	$500,000	(6)	7
6	Natech Plastics, Inc.	Ronkonkoma	Suffolk	Long Island	LIPA	Provider of injection molding solutions	252	126	55	0	$500,000	(6)	7
7	Precision Label Corporation	Hauppauge	Suffolk	Long Island	LIPA	Manufacturer of prime labels	302	150	44	0	$250,000	(1)	7
	Long Island Region Sub-totals:							**858**	**439**	**0**	**$3,050,000**		
8	SeeQC, Inc.	Elmsford	Westchester	Mid-Hudson	CONED	Manufacturer of quantum computing chips	280	140	13	0	$2,500,000	(1), (6)	7
9	Uneeda Enterprizes, Inc.	Spring Valley	Rockland	Mid-Hudson	ONR	Supplier & distributor of coated abrasive products	154	76	67	0	$750,000	(1)	7
	Mid-Hudson Region Sub-totals:							**216**	**80**	**0**	**$3,250,000**		
10	Growtech Industries LLC	Buffalo	Erie	Western New York	NGRID	Modular building & fabrication solutions	105	50	37	0	$150,000		7
	Western New York Region Sub-totals:							**50**	**37**	**0**	**$150,000**		

Retention-Based Totals	**1,124**	**556**	**0**	**$6,450,000**

Expansion-Based Allocations

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation (2)	Base Employment	Job Creation Commitment	Project Capital Investment ($)		Contract Term (years)
11	LS Promotions, Inc.	Ronkonkoma	Suffolk	Long Island	LIPA	Manufacturer of custom promotional items	100	50	124	25	$5,000,000	(1), (3)	7
12	Precision Label Corporation	Hauppauge	Suffolk	Long Island	LIPA	Manufacturer of prime labels	50	26	44	2	$250,000	(1), (3)	7
	Long Island Region Sub-totals:							**76**	**0**	**27**	**$5,250,000**		

New York Power Authority
Recommendations - RNY Power Allocations for Retention & Expansion Purposes (Small Business and/or NFP Corporations)

Exhibit "D"
March 30, 2021

Expansion-Based Allocations (continued)

Line	Company	City	County	Economic Development Region	IOU	Description	kW Request	kW Recommendation (2)	Base Employment	Job Creation Commitment	Project Capital Investment ($)		Contract Term (years)
13	SeeQC, Inc.	Elmsford	Westchester	Mid-Hudson	CONED	Manufacturer of quantum computing chips	35	16	13	10	$1,632,661	(1), (3), (6)	7
14	Uneeda Enterprizes, Inc.	Spring Valley	Rockland	Mid-Hudson	ONR	Supplier & distributor of coated abrasive products	336	166	67	15	$5,415,000	(1), (3)	7
	Mid-Hudson Region Sub-totals:							**182**	**0**	**25**	**$7,047,661**		
15	Charter Technology Solutions, LLC	Brooklyn	Kings	New York City	CONED	Information technology solutions for schools	30	16	43	25	$4,070,000	(4)	7
	New York City Region Sub-totals:							**16**	**43**	**25**	**$4,070,000**		
16	Mecart Corporation	Plattsburgh	Clinton	North Country	NYSEG	Manufacturer of modular cleanrooms	115	56	0	20	$1,500,000	(5)	
	North Country Region Sub-totals:							**56**	**0**	**20**	**$1,500,000**		

Expansion-Based Totals	**330**	**43**	**97**	**$17,867,661**
Retention & Expansion-Based Totals	**1,454**	**599**	**97**	**$24,317,661**

(1) The applicants are being recommended for both RNY retention and expansion-based allocations.
(2) 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.
(3) The number of new jobs committed will be above a base employment level specified in the applicant's retention-based allocation recommendation.
(4) The applicant's expansion-based allocation recommendation will contain a base employment level to accommodate existing employees relocating to the expansion project site.
(5) The applicant's expansion-based allocation recommendation is contingent upon the company selecting a project site in Plattsburgh within NYSEG's service area, outside of the City of Plattsburgh's service territory.
(6) The recommendation and associated commitments will apply to multiple facilities/addresses. This configuration will be implemented accordingly in the customer's power contract.

New York Power Authority **Exhibit "E"**
ReCharge New York Power Program **March 30, 2021**
Informational Item - Terminate Application/Review Process

Line	Company	City	County	Economic Development Region	IOU	Description	Reason
1	Bright Leaders Foundation Inc.	Bronx	Bronx	New York City	CONED	Tutoring & remote learning services	Applicant has been unresponsive to requests by staff for additional information, preventing a complete analysis of the application.
2	Earth Wise Projects Group	Jamestown	Chautauqua	Western New York	N/A	Energy efficiency services	Applicant has been unresponsive to requests by staff for additional information, preventing a complete analysis of the application.
3	Empower Inn LLC	New York	New York	New York City	CONED	Hospitality software for hotels	Applicant has been unresponsive to requests by staff for additional information, preventing a complete analysis of the application.

New York Power Authority **Exhibit "F"**
Statutory Criteria - RNY Power Program **March 30, 2021**

Line	Criteria Description
1	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;
2	The extent to which a Recharge New York power allocation will result in new capital investment in the state by the applicant;
3	The extent to which a Recharge New York power allocation is consistent with any regional economic development council strategies and priorities;
4	The type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the applicant were to receive an allocation;
5	The applicant's payroll, salaries, benefits and number of jobs at the facility for which a Recharge New York power allocation is requested;
6	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;
7	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;
8	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;
9	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;
10	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;
11	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
12	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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **High Load Factor Power Allocation**

SUMMARY

The Trustees are requested to approve: (1) an allocation of 143,000 kilowatts ("kW") of High Load Factor ("HLF") Power to Plug Power Inc. ("Plug") to support the construction and operation of a liquid hydrogen production plant at the Science & Technology Advanced Manufacturing Park ("STAMP") site located in Genesee 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 Plug Power Inc. The project is described in further detail below. The term of the allocation would be ten (10) years. The HLF Power allocation, along with a proposed 10,000 kW Expansion Power ("EP") allocation, would support capital investment of at least $290.82 million and the creation of at least 68 new, permanent, full-time jobs that would be located at the STAMP site in Genesee County for the term of the allocation. Copies of the Contract and ST HLF-1 are attached as Exhibit "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 Power from market sources.

In February 2021, Plug applied to the Authority for 153,000 kW of power to support the construction and operation of a liquid hydrogen production plant in Genesee County.

Staff is recommending that the Authority meet this need through a combination of HLF Power and EP.

DISCUSSION

Founded in 1997 and headquartered in Latham, New York, Plug is a producer and distributor of green hydrogen for use in fuel cells. The company is a leading provider of clean hydrogen and zero-emission fuel cell solutions.

The Authority's power allocations would support Plug's construction and operation of a liquid hydrogen production plant at the Science & Technology Advanced Manufacturing Park ("STAMP") site located in Alabama (Genesee County). The company anticipates significant demand for green hydrogen and the project expands its production capacity to meet these requirements.

Plug's expansion project would involve a capital investment expenditure of at least $290.82 million. This includes land and construction costs (a capital investment expenditure of at least $79.65 million), machinery and equipment purchases (a capital investment expenditure of at least $206.5 million), and infrastructure costs and associated upgrades (a capital investment expenditure of at least $4.67 million).

Plug is planning to begin construction on the expansion project in 2021. The company would commit to the creation of at least 68 new, permanent, full-time jobs that would be located at the STAMP facility in Alabama (Genesee County). The average annual compensation/ benefits are estimated to be $92,800 per job.

The company applied for 153,000 kW of hydropower in connection with the project. Staff recommends an HLF Power allocation in the amount of 143,000 kW for a term of ten years.

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 Power 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

The Authority expects that HLF would be sourced from the market. The Contract and ST HLF-1 would provide for full cost recovery. The actions recommended herein will not have a negative impact on the Authority's finances.

RECOMMENDATION

The Senior Vice President, Clean Energy Solutions recommends that the Trustees: (1) approve an allocation of 143,000 kW of HLF Power to Plug for a term of ten (10) years; and (2) approve the Contract attached as Exhibit "A" for the sale of HLF Power to Plug.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That an allocation of 143,000 kilowatts ("kW") of High Load Factor ("HLF") Power be awarded to Plug Power Inc. for a term of 10 years as detailed in the foregoing Memorandum of the President and Chief Executive Officer ("Memorandum"), 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 Plug Power Inc., along with Service Tariff No. HLF-1, attached as Exhibit "A" to the foregoing Memorandum, 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.

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

(Plug Power 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 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 Plug Power Inc., with offices located at 6840 Crosby Road, Alabama, NY 14013 ("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 Uutility 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:

PLUG POWER INC.

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: Plug Power Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
HLF	143,000 kW	6840 Crosby Road Alabama, New York 14013	March 30, 2021	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.

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

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 – APPENDIX 1

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 68 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 – APPENDIX 2

CAPITAL INVESTMENT COMMITTMENTS

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 $290,820,000 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:

i.	Land and Construction	$ 79,650,000
ii.	Machinery and equipment	$ 206,500,000
iii.	Infrastructure and associated upgrades	$ 4,670,000
Total Expansion Project Capital Investment Commitment:		**$ 290,820,000**

   The Expansion Project Capital Investment Commitment shall be made, and the Facility shall be completed and fully operational, no later than March 30, 2024 (*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.

"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.

"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.

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.

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

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 (15^{th}) 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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

SUBJECT: **Proposed Neighboring States Niagara Project Hydropower Contracts – Notice of Public Hearing**

SUMMARY

The Trustees are requested to authorize a form of contract for the seven neighboring state customers (collectively referred to herein as the "Neighboring States") for the sale of Niagara Project hydropower and to convene a public hearing for proposed contracts with these Neighboring States, pursuant to Public Authorities Law § 1009.

The federal Niagara Redevelopment Act ('NRA') and the Federal Energy Regulatory Commission ('FERC') license for the Niagara Project mandate these sales to the Neighboring States. The Neighboring States and the amounts of firm and firm peaking power allocated to each are listed in Exhibit "A". The proposed contracts are attached as Exhibit "B" and updated tariffs are attached as Exhibit "C".

The proposed contracts would continue the main existing contractual arrangements with the Neighboring States for sale of Niagara Project power and energy beyond the current expiration date of September 1, 2025 to April 30, 2032. Extending these arrangements meets the Neighboring States' needs for certainty of long-term electric supply and would result in these contracts being coterminous with the Authority's existing St. Lawrence Project hydropower sales contracts with the Neighboring States. In addition, the proposed Niagara Project contracts add the Neighboring States' commitment to engage where possible in mutual assistance and facilitate contacts between the Authority and the distributing entities who receive the hydroelectricity from each Neighboring State in furtherance of the provision of mutual assistance if certain distributing entities are not participants in any existing mutual assistance programs that include the Authority.

BACKGROUND

The NRA requires the Authority to make available at least 50% of the Niagara Project's power to 'preference customers' (i.e., public bodies and non-profit cooperatives within economic transmission distance). It further requires the Authority to make available a 'reasonable' portion of such preference power, but not more than 10% of total Niagara Project power, to preference customers in neighboring states. NYPA's current 50-year FERC-issued license for the Niagara Project made effective on September 1, 2007, fully incorporates the NRA-based requirement to make preference power available to the Neighboring States.

Pursuant to the foregoing statutory and license conditions, the Authority has been selling hydropower from the Niagara Project since 1961 to neighboring states. Since 1985, such power has been sold to the current seven Neighboring States (Connecticut, Massachusetts, New Jersey, Ohio, Pennsylvania, Rhode Island and Vermont).

Under the current contracts with the seven Neighboring States entered into in 2007, the Authority sells, in total, 191.2 MW of firm Niagara Project hydropower, 40.9 MW of firm peaking Niagara Project hydropower and 10% of the non-firm energy from the Niagara Project. As noted, the current Neighboring States contracts have a term expiring on September 1, 2025.

DISCUSSION

In response to the Neighboring States' request to extend their contractual entitlements for preference power in order to secure long-term supply, NYPA and the Neighboring States negotiated new form contracts extending Niagara Project sales nearly seven years beyond the current expiration date, to April 30, 2032. The proposed contracts also contain new terms recognizing that the Neighboring States have distributing entities that currently participate in established mutual assistance programs that include the Authority and contain the Neighboring States' commitment to (1) work to maintain those entities' participation in such programs and to (2) assist the Authority to facilitate the participation of any distributing entity not currently part of any mutual assistance program. Additionally, the Neighboring States will be offered the chance to periodically participate in emergency management symposiums, where cooperation is fostered along with sharing of best practices.

The proposed contracts retain existing provisions that (1) implement the requirements of the NRA and the Niagara Project license with respect to the Neighboring States' Niagara Project hydropower entitlements; (2) contain detailed principles governing the establishment of cost-based rates over the contract term that parallel those in the St. Lawrence Project contracts with the Neighboring States previously approved by the Trustees in 2017; and (3) permit the Authority to seek FERC approval to reduce the allocations to the Neighboring States from 10% to 7.5% of Niagara Project power, provided, however, the Neighboring States would then be free to challenge any of the Authority's ratemaking principles for preference power established by the Trustees in 2003 and 2011.

The proposed contracts provide recognition of the Niagara Project's renewable attributes in a manner not provided in the current contracts. While the renewable attributes from the Niagara Project have no monetary value in New York, so long as permitted by law the proposed contracts would provide the Neighboring States with the associated renewable attributes via the New York Generation Attributes Tracking System, the on-line tool that records renewable energy certificates in the State.

The proposed contracts offer the Neighboring States the option to take substitute energy when there is a planned curtailment, but requires the taking of substitute energy for an unplanned curtailment. The proposed contracts have a term that runs through April 30, 2032, the same as the current St. Lawrence contracts with the Neighboring States customers. The Niagara Project power sold under the contracts would be subject to the rates contained in updated NYPA tariffs, Service Tariff Nos. NS-1 (firm power), NS-2 (peaking power) and NS-3 (non-firm power), attached as Exhibit "C".

With this Memorandum, the Authority seeks to commence the statutory contract approval process now, with the expectation that after the required public hearings are concluded, Trustees' authorization will be sought to transmit the final proposed contracts to the Governor, with contract finalization expected in fall 2021.

FISCAL INFORMATION

The 232.1 MW of Niagara Project firm power and energy and the 10% non-firm energy entitlement that will continue to be sold to the Neighboring States under the proposed contracts will be sold at the same cost-based rates that currently apply to such sales. Thus, the proposed contracts will have no adverse revenue impact on the Authority.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions recommends that the Trustees: (i) authorize the proposed form of contracts with the Neighboring States, attached hereto as Exhibit "B"; (ii) authorize the Corporate Secretary to convene a public hearing on the final negotiated proposed contracts with the Neighboring States.

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

Gil C. Quiniones
President and Chief Executive Officer

Att.
Each Neighboring States' Allocation
Each Neighboring States' Proposed Contract
Service Tariff Nos. NS-1, NS-2 and NS-3

RESOLUTION

RESOLVED, That the proposed contracts attached to the foregoing memorandum of the President and Chief Executive Officer hereto as Exhibit “B”, are hereby approved; and be it further

RESOLVED, That the Corporate Secretary be and hereby is authorized to convene a public hearing on the proposed contracts in accordance with the procedures set forth in PAL § 1009; and be it further

RESOLVED, That the Corporate Secretary be, and hereby is, authorized to transmit copies of the proposed contracts 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 Public Authorities Law (“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 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, Secretary and General Counsel.

Exhibit "A"
March 30, 2021

NEIGHBORING STATE NIAGARA PROJECT
HYDROPOWER ALLOCATIONS
(kW)

Neighboring State	Neighboring State Bargaining Agent	Firm Hydroelectric Power (kW)	Firm Hydroelectric Peaking Power (kW)
Connecticut	Connecticut Municipal Electric Energy Cooperative	8,300	1,800
Massachusetts	Massachusetts Department of Public Utilities	43,900	9,400
New Jersey	Public Power Association of New Jersey	9,000	1,900
Ohio	City of Cleveland	84,000	18,000
Pennsylvania	Allegheny Electric Cooperative, Inc.	33,600	7,200
Rhode Island	Rhode Island Public Utilities Commission	600	100
Vermont	Vermont Department of Public Service	11,800	2,500
TOTAL		**191,200**	**40,900**

Exhibit "B"
March 30, 2021

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

CONNECTICUT MUNICIPAL ELECTRIC ENERGY COOPERATIVE

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

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POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Connecticut Municipal Electric Energy Cooperative, which is the bargaining agent for the State of Connecticut, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm

Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 8,300 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 1,800 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be

such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this

Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric

Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO's market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer's aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer's monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted

to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event,

the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as

promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation

Attribute Tracking System (“NYGATS”), New York State’s on-line tracking system that records renewable energy certificates. The Authority’s provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement (“Customer’s Agent”) and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Connecticut Municipal Electric Energy Cooperative

Distributing Entity	Resale (Y/N)
1. Bozrah	N
2. Groton	N
3. Jewett City	N
4. Norwalk III	N
5. Norwich	N
6. MTUA	N
7. S. Norwalk	N
8. Wallingford	N

APPENDIX A

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Connecticut Municipal Electric Energy Cooperative

Public Entities	Number of R & D Consumers (2005 CY)	NIAGARA Allocation %
Bozrah	2,295	3.58
Groton	13,886	21.65
Jewett City	1,846	2.88
Norwalk Ill	3,066	4.78
Norwich	17,414	27.15
MTUA	50	0.08
S. Norwalk	4,852	7.57
Wallingford	20,726	32.32
Total	64,135	100.00

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Massachusetts Department of Public Utilities, which is the bargaining agent for the Commonwealth of Massachusetts, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 43,900 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 9,400 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability

changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and

maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO’s market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer’s aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer’s monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access

Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape

basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer

shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event, the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the

Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation Attribute Tracking System ("NYGATS"), New York State's on-line tracking system that records renewable energy certificates. The Authority's provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement ("Customer's Agent") and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by

Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Massachusetts Department of Public Utilities

Distributing Entities	Resale (Y/N)?	Distributing Entities	Resale (Y/N)?
Ashburnham	N	**Templeton**	N
Belmont	N	**Wakefield**	N
Boylston	N	**Wellesley**	N
Braintree	N	**W. Boylston**	N
Chester	N	**Westfield**	N
Chicopee	N		
Concord	N		
Danvers	N		
Georgetown	N		
Groton	N		
Groveland	N		
Hingham	N		
Holden	N		
Holyoke	N		
Hudson	N		
Hull	N		
Ipswich	N		
Littleton	N		
Mansfield	N		
Marblehead	N		
Merrimac	N		
Middleborough	N		
Middleton	N		
N. Attleborough	N		
Norwood	N		
Paxton	N		
Peabody	N		
Princeton	N		
Reading	N		
Rowley	N		
Russell	N		
Shrewsbury	N		
S. Hadley	N		
Sterling	N		
Taunton	N		

APPENDIX A

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Massachusetts Department of Public Utilities

Distributing Entities	Number of R & D Consumers (2005 CY)	NIAGARA Allocation %
Ashburnham	2,687	0.70
Belmont	9,956	2.94
Boylston	1,845	0.57
Braintree	12,498	3.88
Chester	594	0.16
Chicopee	23,378	7.12
Concord	6,255	2.18
Danvers	10,362	3.15
Georgetown	2,987	0.80
Groton	3,989	1.18
Groveland	2,391	0.66
Hingham	8,754	2.69
Holden	6,301	1.87
Holyoke	17,061	4.82
Hudson	7,929	2.97
Hull	5,664	1.43
Ipswich	5,863	1.74
Littleton	5,648	1.83
Mansfield	8,327	2.39
Marblehead	9,137	2.75
Merrimac	2,502	0.78
Middleboro	12,264	3.14
Middleton	2,825	0.68
N. Attleboro	11,545	3.34
Norwood	12,934	3.26
Paxton	1,586	0.49
Peabody*	20,283	6.25
Princeton	1,391	0.42
Reading	24,434	7.54
Rowley	2,287	0.65
Russell	438	0.13
Shrewsbury	13,461	3.92
S. Hadley	6,793	2.26
Sterling	3,104	0.84
Taunton	31,105	8.38
Templeton	3,380	0.82

Wakefield	**9,990**	**2.86**
Wellesley	**8,812**	**3.01**
W. Boylston	**2,753**	**0.81**
Westfield	**15,419**	**4.59**
Total	**338,932**	**100.00**

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

PUBLIC POWER ASSOCIATION OF NEW JERSEY

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Public Power Association of New Jersey, which is the bargaining agent for the State of New Jersey, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm

Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 9,000 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 1,900 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be

such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this

Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric

Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO's market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer's aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer's monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted

to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event,

the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as

promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation

Attribute Tracking System (“NYGATS”), New York State’s on-line tracking system that records renewable energy certificates. The Authority’s provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement (“Customer’s Agent”) and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Public Power Association of New Jersey

Distributing Entity	Resale (Y/N)
1. Butler	N
2. Lavallette	N
3. Madison	N
4. Milltown	N
5. Park Ridge	N
6. Pemberton	N
7. Seaside Heights	N
8. South River	N
9. Sussex	N
10. Vineland	N

APPENDIX A

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Public Power Association of New Jersey

Distributing Entities	Number of R & D Consumers (2005 CY)	NIAGARA Allocation %
Butler	10,022	14.37
Lavallette	2,577	3.69
Madison	5,920	8.49
Milltown	2,787	4.00
Park Ridge	3,388	4.86
Pemberton	652	0.93
Seaside Heights	2,091	3.00
South River	6,350	9.10
Sussex	11,546	16.55
Vineland	24,421	35.01
Total	69,754	100.00

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

CITY OF CLEVELAND

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

City of Cleveland, which is the bargaining agent for the State of Ohio, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm

Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 84,000 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 18,000 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be

such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this

Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric

Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO's market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer's aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer's monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted

to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event,

the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as

promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation

Attribute Tracking System (“NYGATS”), New York State’s on-line tracking system that records renewable energy certificates. The Authority’s provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement (“Customer’s Agent”) and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – City of Cleveland

Distributing Entities	Resale (Y/N)?	Distributing Entities	Resale (Y/N)?	Distributing Entities	Resale (Y/N)?
Amherst	N	**Celina**	N	**Montpeller**	N
Arcadia	N	**Cleveland**	N	**Napoleon**	N
Arcanum	N	**City of Clyde**	N	**New Bremen**	N
Beach City	N	**Columbiana**	N	**New Knoxville**	N
Bloomdale	N	**Columbus**	N	**Newton Falls**	N
Bowling Green	N	**Custar**	N	**Niles**	N
Bradner	N	**Cuyahoga Falls**	N	**Oak Harbor**	N
Brewster	N	**Cygnet**	N	**Oberlin**	N
Bryan	N	**Deshler**	N	**Ohio City**	N
Adams	N	**Dover**	N	**Orvile**	N
Buckeye Rural Elec. Co-op	N	**Edgerton**	N	**Painesville**	N
Butler	N	**Eldorado**	N	**Pemberville**	N
Carroll	N	**Elmore**	N	**Pioneer**	N
Consolidated	N	**Galion**	N	**Piqua**	N
Darke	N	**Genoa**	N	**Plymouth**	N
Firelands	N	**Georgetown**	N	**Prospect**	N
Frontier	N	**Glouster**	N	**Republic**	N
Guernsey-Muskingum	N	**Grafton**	N	**Seville**	N
Hancock-Wood	N	**Greenwich**	N	**Shelby**	N
Holmes-Wayne	N	**Hamilton**	N	**Shiloh**	N
Licking	N	**Haskins**	N	**South Vienna**	N
Logan	N	**Holiday City**	N	**St. Clairsville**	N
Lorain-Medina	N	**Hubbard**	N	**St. Marys**	N
Mid-Ohio	N	**Hudson**	N	**Sycamore**	N
Midwest Electric	N	**Huron**	N	**Tipp City**	N
North Central	N	**Jackson**	N	**Versailles**	N
NorthWestern	N	**Jackson Center**	N	**Wadsworth**	N
Paulding-Putnam	N	**Lakeview**	N	**Wapakoneta**	N
Pioneer	N	**Lebanon**	N	**Waynesfield**	N
South Central	N	**Lodi**	N	**Wellington**	N
S.E. (Midwest Energy)	N	**Lucas**	N	**Westerville**	N
Tricounty	N	**Mendon**	N	**Wharton**	N
Union	N	**Milan**	N	**Woodsfield**	N
Washington	N	**Minster**	N	**Woodville**	N
Carey	N	**Monroeville**	N	**Yellow Springs**	N

APPENDIX A

II. DISTRIBUTING ENTITIES - CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - City of Cleveland

Preference Power Entities	Number of R & D Consumers (2002 CY)	NIAGARA Allocation %
Amherst	4,896	0.76
Arcadia	249	0.04
Arcanum	1,571	0.24
Beach City	862	0.13
Bloomdale	284	0.04
Bowling Green	11,529	1.78
Bradner	503	0.08
Brewster	879	0.14
Bryan	4,945	0.76
Buckeye Power, Inc.		
Adams	7,515	1.16
Buckeye Rural Electric Co-op	17,899	2.76
Butler	9,622	1.49
Carroll	9,831	1.52
Consolidated	12,451	1.92
Darke	4,795	0.74
Firelands	8,072	1.25
Frontier	6,634	1.02
Guernsey-Muskingum	12,722	1.96
Hancock-Wood	9,938	1.53
Holmes-Wayne	12,699	1.96
Licking	20,935	3.23
Logan	4,108	0.63
Lorain-Medina	13,398	2.07
Mid-Ohio	7,021	1.08
Midwest Electric	9,135	1.41
North Central	8,568	1.32
NorthWestern	5,349	0.83
Paulding-Putnam	8,815	1.36
Pioneer	14,676	2.27
South Central	95,696	14.78
S.E. (Midwest Energy)	921	0.14
Tricounty	3,425	0.53
Union	6,862	1.06
Washington	8,515	1.31
Carey	1,631	0.25

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Celina	6,348	0.98
Cleveland	79,362	12.26
City of Clyde	2,380	0.37
Columbiana	3,069	0.47
Columbus	9,501	1.47
Custar	120	0.02
Cuyahoga Falls	21,629	3.34
Cygnet	3,048	0.47
Deshler	899	0.14
Dover	5,579	0.86
Edgerton	931	0.14
Eldorado	274	0.04
Elmore	763	0.12
Galion	6,103	0.94
Genoa	907	0.14
Glouster	1,028	0.16
Grafton	900	0.14
Greenwich	670	0.10
Hamilton	24,943	3.85
Haskins	404	0.06
Holiday City	0	0.00
Hubbard	3,457	0.53
Hudson	5,622	0.87
Jackson	3,390	0.52
Jackson Center	620	0.10
Lakeview	822	0.13
Lebanon	6,997	1.08
Lodi	1,563	0.24
Lucas	285	0.04
Mendon	306	0.05
Milan	695	0.11
Minster	1,116	0.17
Monroeville	883	0.14
Montpeller	2,082	0.32
Napoleon	5,075	0.78
New Bremen	1,230	0.19
New Knoxville	369	0.06
Newton Falls	2,206	0.34
Niles	10,435	1.61
Oak Harbor	1,538	0.24
Oberlin	2,569	0.40
Ohio City	458	0.07
Orvile	5,779	0.89
Painesville	9,057	1.40
Pemberville	625	0.10

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Pioneer	808	0.12
Piqua	9,351	1.44
Plymouth	787	0.12
Prospect	633	0.10
Republic	251	0.04
Seville	1,467	0.23
Shelby	4,979	0.77
Shiloh	216	0.03
South Vienna	201	0.03
St. Clairsville	2,483	0.38
St. Marys	3,489	0.54
Sycamore	435	0.07
Tipp City	3,788	0.58
Versailles	1,501	0.23
Wadsworth	9,699	1.50
Wapakoneta	4,485	0.69
Waynesfield	457	0.07
Wellington	2,183	0.34
Westerville	13,228	2.04
Wharton	159	0.02
Woodsfield	1,300	0.20
Woodville	910	0.14
Yellow Springs	1,790	0.28
Total	647,588	100.00

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

ALLEGHENY ELECTRIC COOPERATIVE, INC.

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Allegheny Electric Cooperative, Inc., which is the bargaining agent for the Commonwealth of Pennsylvania, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 33,600 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 7,200 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability

changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and

maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO’s market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer’s aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer’s monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access

Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape

basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer

shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event, the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the

Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation Attribute Tracking System ("NYGATS"), New York State's on-line tracking system that records renewable energy certificates. The Authority's provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement ("Customer's Agent") and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by

Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Allegheny Electric Cooperative, Inc.

Distributing Entities	Resale (Y/N)?
ALLEGHENY	N
BERLIN	N
BLAKELY	N
CATAWISSA	N
CHAMBERSBURG	N
DUNCANNON	N
EAST CONEMAUGH	N
ELLWOOD CITY	N
EPHRATA	N
GIRARD	N
GROVE CITY	N
HATFIELD	N
HOOVERSVILLE	N
KUTZTOWN	N
LANSDALE	N
LEHIGHTON	N
MIDDLETOWN	N
MIFFLINBURG	N
MONT ALTO	N
OLYPHANT	N
PERKASIE	N
QUAKERTOWN	N
ROYALTON	N
SCHUYLKILL HAVEN	N
SMETHPORT	N
SUMMERHILL	N
WATSONTOWN	N
WEATHERLY	N

APPENDIX A

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Allegheny Electric Cooperative, Inc.

Distributing Entities	Number of R & D Consumers (2005 CY)	NIAGARA Allocation %
ALLEGHENY	195,760	74.97
BERLIN	1,029	0.39
BLAKELY	3,003	1.15
CATAWISSA	808	0.31
CHAMBERSBURG	8,851	3.39
DUNCANNON	828	0.32
EAST CONEMAUGH	740	0.28
ELLWOOD CITY	3,641	1.39
EPHRATA	5,685	2.18
GIRARD	1,270	0.49
GROVE CITY	2,528	0.97
HATFIELD	1,318	0.50
HOOVERSVILLE	349	0.13
KUTZTOWN	1,855	0.71
LANSDALE	7,113	2.72
LEHIGHTON	2,466	0.94
MIDDLETOWN	3,577	1.37
MIFFLINBURG	1,911	0.73
MONT ALTO	597	0.23
OLYPHANT	2,368	0.91
PERKASIE	3,432	1.31
QUAKERTOWN	3,650	1.40
ROYALTON	466	0.18
SCHUYLKILL HAVEN	2,611	1.00
SMETHPORT	881	0.34
SUMMERHILL	300	0.11
TARENTUM	2,066	0.79
WATSONTOWN	857	0.33
WEATHERLY	1,161	0.44
TOTAL	261,121	100.00

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

RHODE ISLAND PUBLIC UTILITIES COMMISSION

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Rhode Island Public Utilities Commission, which is the bargaining agent for the State of Rhode Island, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm

Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 600 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 100 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be

such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this

Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric

Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO's market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer's aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer's monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted

to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event,

the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as

promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation

Attribute Tracking System (“NYGATS”), New York State’s on-line tracking system that records renewable energy certificates. The Authority’s provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement (“Customer’s Agent”) and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Rhode Island Public Utilities Commission

Distributing Entities	Resale (Y/N)
Pascoag Utility District	N
Block Island Utility District	N

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Rhode Island Public Utilities Commission

Distributing Entities	Number of R & D Consumers (2002 CY)	NIAGARA Allocation %
Pascoag Utility District	**4,291**	**100**

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT POWER AND ENERGY TO

VERMONT DEPARTMENT OF PUBLIC SERVICE

Service Tariff No. NS-1 - Firm Hydroelectric Power and Energy Service
Service Tariff No. NS-2 – Firm Peaking Hydroelectric Power and Energy Service
Service Tariff No. NS-3 - Non-Firm Hydroelectric Energy Service

POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF HYDROPOWER AND ENERGY

Vermont Department of Public Service, which is the bargaining agent for the State of Vermont, hereby enters into this Agreement with the Power Authority of the State of New York (hereinafter called the "Parties"), for electric service as follows:

I. Definitions

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 of the Authority who are served by the Project.

Agreement means this Agreement.

Authority is the Power Authority of the State of New York.

Contract Demand will be the amounts set forth in Article II or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the bargaining agent identified above.

Designated States means the states represented by the Neighboring State Customers.

Distributing Entities are the entities listed in Appendix A to this Agreement.

Effective Date means the date that this Agreement is fully executed by the Parties

Electric Service is any type of power and energy available to Customer in accordance with applicable Service Tariffs, Rules and other contract documents.

FERC means the Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by FERC to the Authority on March 15, 2007 for the continued operation and maintenance of the Niagara Power Project, FERC Project No. 2216, which became effective September 1**,** 2007.

Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Mutual Assistance is the practice of coordinated sharing of resources between electric systems for the purpose of restoring safe electric service and maintaining electric grid resilience and reliability, and is an essential part of the electric power industry's service restoration process and contingency planning.

Neighboring State Customers means Customer and all other neighboring state bargaining agents that receive service from the Niagara Power Project.

Non-Firm Hydroelectric Energy is all energy from the Authority's Niagara Power Project that is in addition to the energy associated with Firm and Peaking Hydroelectric Power and Energy that is available from time to time, and that is subject to interruption for extended periods because of decreased water flow or other system conditions.

NRA means the federal Niagara Redevelopment Act (18 USC §§ 836, 836a).

NYISO means the New York Independent System Operator, Inc. or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section XIII.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

Project Power and Energy means Firm Hydroelectric and Firm Hydroelectric Peaking Power and Energy, and such additional services as may be sold to Customer at any time during the term of this Agreement produced by the Project; as set forth in Article II(d) below, this shall not be construed as limiting Customer's right to claim entitlement to other Project products and services under the terms of the NRA and the FERC License.

Relicensing Settlement Agreement means the Niagara Power Project, FERC Project No. 2216 Relicensing Settlement Agreement addressing allocation of Niagara Project Power and Energy to the Neighboring State Customers dated August 5, 2005.

RTO means an entity that, as a Regional Transmission Organization, operates transmission facilities and centralized wholesale power markets in a region pursuant to authority granted by one or more agreements or tariffs that have been accepted or approved by FERC. This term shall also refer to an independent system operator (ISO) that operates in a similar manner to an RTO and pursuant to agreements or tariffs accepted or approved by FERC, but does not refer to the NYISO.

Rules are the applicable provisions of the 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).

Service Tariffs are schedules establishing rates and other conditions for sale of Electric Services to Customer.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm

Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to Service Tariffs for Power and/or Energy to enable the Customer to receive its allocations from the Project in accordance with the provisions of the FERC License, in the amounts set forth below*:

Firm Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-1 - 11,800 kilowatts (Contract Demand)

Firm Peaking Hydroelectric Power and Energy Service pursuant to
Service Tariff No. NS-2 - 2,500 kilowatts (Contract Demand)

Non-Firm Hydroelectric Energy Service pursuant to
Service Tariff No. NS-3 - As available

*Allocations will be adjusted for the remainder of the term on or about January 1, 2026, per Article XII.

b. The Contract Demands for Project Power and Energy may be modified by the Authority if the amounts of such Project Power and Energy available for sale from the Project are modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction, provided that in the event of such a modification, the aggregate percentage of the Project Power and Energy allocated to Neighboring State Customers shall be ten percent (10%) of all Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. In the event the capability of the Project is modified, the Authority shall conduct a study to determine the effect of such capability change on the amount of Project Power and Energy.

Separately and additionally, when the Authority conducts a discrete program of changes or upgrades to the Project, such as a program of upgrades to the Project's generating units, the study referred to in the foregoing sentence shall be conducted at the completion of such program. If additional quantities of Project Power and Energy are produced from the Project as a result of such capability changes or upgrades, the aggregate percentage of such additional quantities of Project Power and Energy to be offered to Neighboring State Customers shall be

such that the total amount of each category of Project Power and Energy offered to Neighboring State Customers shall be ten percent (10%) of each category of Project Power and Energy, as modified, or such other percentage as may be established in accordance with Article III below. Customer's share of any additional quantities of Project Power and Energy, which it has no obligation to purchase, shall be based on its proportional share of the allocation among the Neighboring State Customers of Project Power and Energy, as applicable.

c. Except as otherwise provided in Article III below, ten percent (10%) of all Project Non-Firm Hydroelectric Energy shall be made available pursuant to Service Tariff No. NS-3 to Neighboring State Customers on a cumulative basis effective on the commencement of service under this Agreement. Non-Firm Hydroelectric Energy from the Project shall be offered to all Neighboring State Customers in proportion to their respective firm power allocations (i.e., based on the Project capacity existing as of the effective date of this Agreement as it may be subsequently modified pursuant to Article II.b.). More specifically, the Customer's Non-Firm Hydroelectric Energy allocation from the Project will be equal to the Customer's Contract Demand for Firm Hydroelectric Power (in kW) divided by the sum of the Neighboring State Customers' Contract Demands for Firm Hydroelectric Power (in kW) times the total Project Non-Firm Hydroelectric Energy available to all Neighboring State Customers. To the extent that there is a balance of Project Energy owed to either the Customer or the Authority on the effective date of service under this Agreement, arising out of service under a prior agreement for the sale of Project Non-Firm Hydroelectric Energy, that balance shall be carried over and maintained as the balance as of the effective date of service under this Agreement. The Authority shall make available periodically, but at least semi-annually, a tabulation showing cumulative comparisons between total actual Non-Firm Hydroelectric Energy sales to each Neighboring State Customer and the amount of Energy the Authority has contracted to make available. The Authority shall provide backup documentation for said tabulations at the request of Customer.

d. Neither the identification of the Electric Service to be provided under this Article nor other provisions of this Agreement shall be construed as limiting either Customer's or the Authority's rights under the NRA or the FERC License with respect to whether there are now or will be in the future additional products or services ("Additional Products") from the Project that are required to be offered to Customer. Nothing in this Agreement shall preclude Customer from requesting a ruling from FERC or taking any other action to require the Authority to provide Additional Products from the Project to Customer. For avoidance of doubt, Additional Products does not include environmental attributes, which is addressed separately in Article XIV, below.

III. Modification of Neighboring State Customers Allocations

Nothing in this Agreement shall preclude the Authority from requesting a ruling from FERC, no earlier than two years after the initiation of service pursuant to this

Agreement, and on at least 30 days written notice to the Neighboring State Customers that the aggregate amount of Project Power and Energy sold hereunder to Neighboring State Customers as a group, and the portion thereof sold to Customer hereunder may, under the terms of the NRA and the FERC License, be reduced to less than ten percent (10%), but in no event shall such aggregate amount be less than seven and one-half percent (7.5%) of each class of Project Power and Energy. Nothing in this Agreement shall preclude Customer from opposing any such request by the Authority. In addition, any such reduction shall be only as allowed by a final, non-appealable FERC order and shall be prospective only from the date that is the first day of a month that is at least 90 days following the date upon which such order becomes final and non-appealable. Nothing in this Article or this Agreement shall be construed as an admission by the Authority or Customer as to the amount of Project Power and Energy required to be sold to the Neighboring State Customers under the NRA and the FERC License. Upon the issuance of written notice by the Authority of its intent to seek such a ruling from FERC, Customer may prospectively, from the date of such notice, by written notice to the Authority elect not to be bound by the terms of Article X below, concerning Rates.

IV. Rules, Regulations and Service Tariffs

The Rules, Service Tariff No. NS-1, Service Tariff No. NS-2 and Service Tariff No. NS-3, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time by the Authority, are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length. In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariffs and the Rules, the provisions of the Service Tariffs shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariffs, the provisions of this Agreement shall govern. The Authority shall provide at least thirty (30) days prior written notice to Customer of any proposed change in the above Rules and Service Tariffs, but in no event shall Authority provide less notice than that provided to similarly affected customers within New York State.

V. Resale of Project Power and Energy

In reselling and distributing Project Power and Energy purchased from Authority, Customer shall: (i) do so pursuant to the appropriate laws of the State or Commonwealth in which Customer operates, (ii) do so without profit other than reasonable compensation for administrative and service costs, (iii) resell such Project Power and Energy only to the Distributing Entities designated in Appendix A of the Application for Electric Service filed by Customer with Authority and maintained on a current basis, and which are “public bodies or nonprofit cooperatives” under the NRA (“Distributing Entities”), (iv) to the extent it is capable of doing so, not permit such Distributing Entities to sell such Project Power and Energy for resale except as designated in Appendix A of the Application for Electric

Service, (v) to the extent it is capable of doing so, require such Distributing Entities to resell the Project Power and Energy without profit except for administrative and services costs of the Customer and reasonable compensation (as allowed by the regulatory agencies authorized by law to regulate the rates and practices of the Distributing Entities) for use of facilities and for services furnished in the transmission and distribution of such power, and (vi) comply with the provisions of the NRA, the FERC License and the New York Power Authority Act (N.Y. Pub. Auth. Law Section §1000 et seq.), to the extent such Power Authority Act is not inconsistent with the FERC License. Neither the Customer nor any Distributing Entity may resell the Project Power and Energy purchased from the Authority into their RTO's market for financial settlement; provided, however, Customer and any Distributing Entity shall be permitted to continue offering Project Power and Energy purchased from the Authority into an RTO market where doing so is necessary to satisfy applicable requirements of the RTO in meeting Customer's load obligations.

Customer shall keep its books, accounts and records pertaining to the purchase, delivery and sale of Authority Power and Energy according to procedures reasonably deemed necessary by Authority to ensure compliance with applicable statutes, licenses, the Rules and shall require its Distributing Entities to do likewise. It shall provide such information and permit such inspection of its books and records as Authority may reasonably request and shall require its Distributing Entities as identified in Appendix A to the Agreement to do likewise.

If the Authority determines that Customer, or any Distributing Entity is engaged in resale of such Project Power and Energy in a manner inconsistent with this Agreement, Authority may require Customer to cease the resale of Project Power and Energy to such Distributing Entity.

VI. Determination of Monthly Energy Allocations and Distributing Entities

Monthly energy allotments shall be determined by the Authority using the monthly load factors, which will be updated on an annual basis. Load factors will be calculated from the Customer's aggregated system-wide hourly interval load data for each month of the year two years prior for all end user recipients of Project Power and Energy under this Agreement. If Customer has recipients that do not have readily available historical load data, the Customer may substitute aggregated monthly billing determinants for energy and demand for those recipients as a data contribution to the load factors as set forth below. The Customer's monthly load factor calculation will be as follows:

(System-wide monthly energy MWh) ÷ [(monthly coincident peak demand MW) x (number of hours in the month)]

The hourly load data and substitute aggregated billing determinant data shall be submitted to the Authority within 30 days of the execution date of this Agreement, for the calendar year two years earlier. For each subsequent year, the data submitted by Customer shall be for the calendar year two years earlier, and shall be submitted

to the Authority by the second Monday in March. The system-wide monthly load factors shall be updated annually by the Authority based on the load factors of all of the Customer's recipients of Project Power and Energy provided under this Agreement for which load data from the calendar year two years earlier are readily available.

If Customer has individual recipients that do not have readily available historical load data, these recipients may be excluded from the annual calculation of the Customer's system-wide load factors provided that the aggregate of excluded recipients does not exceed 7% of the aggregate monthly energy (MWh) of the Customer's entire system-wide load.

If a Customer does not have interval load data readily available for at least 93% of the aggregate monthly energy (MWh) of its recipients of Project Power and Energy under this Agreement, those recipients may substitute all or a portion of this 93% with hourly load data for calendar month billed energy (MWh) and billed demand (MW) as recorded and quantified by revenue grade metering equipment, for the calendar year two years earlier. The substituted monthly load factors will be weighted for the portion of the Customer's system-wide MWh they represent and combined with the load factors calculated with the otherwise supplied interval load data for the remainder of the Customer's system. Assuming a threshold of 93% of energy is reached, the Authority will determine the load factor calculation for the Customer.

In the case of a substantial reallocation of power among the Distributing Entities, the monthly load factor, and resulting energy allotment, shall be adjusted no later than the next load factor update date. Appendix A, attached hereto contains, inter alia, a list of all Distributing Entities on whose behalf Customer has contracted for Project Power and Energy.

Customer may at any time, on written notice to the Authority, modify its Appendix A to redistribute its then-existing allocation among authorized recipients in its state. The quantities of Project Power and Energy referred to herein are established by the Authority as part of an allocation of power to New York's neighboring states in order to fulfill statutory and/or license obligations.

VII. Transmission and Delivery of Power and Energy

Customer understands that delivery of Project Power and Energy to the New York State border ("Border") will be made over transmission facilities under the control of the NYISO. At the request of and upon the approval of Customer, the Authority shall arrange for the transmission of the Project Power and Energy supplied hereunder to the Border consistent with Customer's request and the terms of the Open Access Transmission Tariff (OATT) or other applicable tariff of the NYISO. It is the Customer's responsibility to compensate the Authority for all net costs, including any applicable NYISO related charges (net of credits) associated with transmission to the Border pursuant to the NYISO OATT or other applicable tariff of the NYISO.

In lieu of the Authority arranging transmission service to the Border, Customer may elect, in its sole discretion, to arrange necessary transmission on its own behalf. In that instance, Customer must provide the Authority with requisite notice in order to cancel all preexisting transmission (or delivery) arrangements subject to the terms of such arrangements and waive, for such noticed period, any rights it might have obligating the Authority to provide transmission (or delivery) to the Border. Delivery of Project Power and Energy from the Border to the Distributing Entities' consumers in Customer's State or Commonwealth is the responsibility of Customer or the Distributing Entity, and Customer or Distributing Entity shall make the necessary arrangements to accomplish said delivery.

The Authority shall endeavor to accommodate Customer's request(s) to meet the requirements of other transmission and/or reliability organizations affecting the delivery of Project Power and Energy under this Agreement.

VIII. Scheduling Procedures

The Scheduling Procedures as provided in Service Tariff Nos. NS-1, NS-2 and NS-3 reflect the scheduling requirements of the Authority. In the event the Authority determines that a modification to the Scheduling Procedures or methodologies is necessary to be consistent with this Agreement, or to conform such procedures to the requirements of the NYISO or to improve the efficiency of operations, the Authority shall first consult with Customer in order to identify and mitigate any adverse impacts on Customer that may result from the proposed modification. If the Authority and Customer do not reach agreement on modified Scheduling Procedures or methodologies within 30 days after their initial consultation, the Authority shall furnish Customer prior written notice in accordance with Article XVIII of the Authority's proposed modification of Scheduling Procedures or methodologies, provided that any such modification shall not reduce or impair the Customer's contractual entitlement to Project Power and Energy available hereunder to serve Customer's load.

IX. Dispatching Agent

Customer may elect to designate one or more dispatching agents ("Dispatching Agent") for the purpose of administering the scheduling provisions of Service Tariff Nos. NS-1, NS-2 and NS-3 for the term thereof. The Authority may require Customer or its Dispatching Agent to schedule energy in general accordance with Customer's system load shape, except that Customer may (i) at its option, schedule energy against the aggregate load shape of the RTO region or subregion in which the end-use recipients of Authority electricity purchased by Customer are located, or (ii) with the agreement of the Authority, schedule energy on any other load shape basis that represents the end-use recipients of the Authority electricity purchased by Customer. Customer may change its specification of the load shape or other basis on which it will schedule energy for a new calendar year by providing not less than three months prior notice to the Authority.

X. Rates

Unless Customer provides written notice to the Authority pursuant to Article III above of its election to not be bound by this Article, the rates charged by the Authority under this Agreement shall be established in accordance with this Article.

Firm and Peaking Hydroelectric Power and Energy and Non-Firm Hydroelectric Energy shall be sold to Customer hereunder at cost-based rates equivalent to rates charged to in-state preference customers. The Authority shall charge and Customer shall pay the preference power rates as adopted by the Authority from time to time for as long as those rates remain in effect during the term of this Agreement. Customer waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority except as otherwise provided for below.

Customer waives any challenges to any of the following methodologies and principles[1] to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted on April 29, 2003 and November 15, 2011:

(i) The principles set forth in the March 5, 1986 Settlement Agreement (Appendix B to this Agreement) settling *Auer v. Dyson*, No. 81-124 (Sup. Ct. Oswego Co.), *Auer v. Power Authority*, Index No. 11999-84 (Sup. Ct. N.Y. Co.) and *Delaware County Electric Cooperative, Inc. v. Power Authority*, 82 Civ. 7256 (S.D.N.Y.) (the "*Auer* Settlement").

(ii) Recovery of capital costs using Trended Original Cost and Original Cost methodologies.

(iii) Treatment of sales to third parties, including the New York Independent System Operator.

(iv) Allocation of Indirect Overheads.

(v) Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.

(vi) Post-employment benefits other than pensions (*i.e.*, retiree health benefits).

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[1] These methodologies and principles were employed in and explained by (1) the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003; (2) *the RSR explanatory statement attached hereto as Appendix B;* and (3) the November 2011 Authority Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on November 15, 2011.

(vii) Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Appendix C.

(viii) Unforced Capacity ("UCAP") sales credited to Cost of Service.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority.

XI. Other Classes of Power and Energy

In the event that the Authority at any time determines that any class of power and energy other than those sold pursuant to Service Tariff Nos. NS-1, NS-2 and NS-3 is available for sale to Customer or that additional power and energy under those Service Tariffs is available for sale to Customer, the Authority shall notify Customer, and Customer may purchase such power and energy hereunder at the rate schedule or schedules then in effect for such power and energy, in such amounts and subject to such terms and conditions as shall then be agreed upon between the Authority and Customer.

XII. Reallocation of Project Power and Energy

a. The Authority and Customer agree that the Distributing Entities and the consumers for each Distributing Entity in the 2007 agreement's Appendix A, which will be updated in 2025 for the allocation re-allotment on or about January 1, 2026 supporting allocations of Project Power and Energy among the Neighboring State Customers will be as identified in Appendix A. If Customer is or becomes unable to receive, or chooses not to receive, any or all of the Project Power and Energy allocated to it, such Project Power and Energy shall be reallocated by the Authority pro-rata among all Neighboring State Customers. Customer shall provide written notice to the Authority and all Neighboring State Customers of such inability or election within 30 days of its becoming aware of such inability or election. Upon receipt of such notice by the Authority, any required changes in the allocations of Project Power and Energy among the Neighboring State Customers shall become effective as soon as practicable.

b. If a Distributing Entity included on Customer's Appendix A is or becomes ineligible to receive preference power pursuant to the NRA or chooses not to receive preference power, Customer shall cease its resale and distribution of Project Power and Energy to such Distributing Entity as soon as practicable after Customer becomes aware of such ineligibility or election. Customer shall provide written notice to the Authority and all Neighboring State Customers of such ineligibility or election as soon as practicable upon its becoming aware of such ineligibility or election. Moreover, in such event,

the quantities of Project Power and Energy sold to the Neighboring State Customers shall be reallocated by the Authority pro-rata among all Neighboring State Customers using each state's Appendix A used to establish the initial Contract Demands for the Neighboring State Customers pursuant to this Agreement and if after January 1, 2026, the revised Appendix A used to establish the updated Contract Demands for the Neighboring State Customers pursuant to this Agreement, modified to eliminate the impact of the the Distributing Entity that becomes ineligible or elects not to receive preference power. Any changes in the allocations of Project Power and Energy among the Neighboring State Customers resulting from application of this paragraph shall become effective as soon as practicable.

The Authority and Customer agree that, except for any pro rata reallocation required pursuant to the foregoing subsection a. or subsection b., the rural and domestic customer data supporting allocations among the Neighboring State Customers will be as set forth in Appendix A and will not be revised prior to January 1, 2026.

XIII. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Article XIII.b. of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) 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.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence and expected duration (if known) of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided via e-mail (or such other means as the Authority and Customer may agree) to the individuals identified in Article XVIII.d. as

promptly as is practicable under the circumstances but in any event shall be provided not later than five (5) business days after the occurrence of each Unplanned Hydropower Curtailment. The notice also 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.

e. The Authority will supply each requesting Customer with Substitute Energy during Planned Hydropower Curtailments (subject to the specific provisions of subsection f., below), and will supply each Customer with Substitute Energy during Unplanned Hydropower Curtailments; provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable under the circumstances.

f. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer during Planned Hydropower Curtailments to replace the Firm Hydroelectric Power and Energy that would otherwise have been supplied under this Agreement. Such request shall be received by the Authority at least thirty (30) days prior to the start of the six-month NYISO Capability Period, during which time such Substitute Energy shall be supplied by the Authority. The provision of Substitute Energy may be terminated by the Authority or the Customer upon written notice of at least thirty (30) days prior to the start of the subsequent six-month NYISO Capability Period.

g. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

h. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

i. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Article XIII.b. or Article XIII.d. shall not affect the obligation of any Customer to pay for Substitute Energy.

XIV. Environmental Attributes

Provided it remains permissible under the laws, regulations, orders or rulemakings affecting the Authority's hydroelectric resources, the environmental attributes associated with the Project Power and Energy sold to Customer under this Agreement shall be made available to Customer through the New York Generation

Attribute Tracking System ("NYGATS"), New York State's on-line tracking system that records renewable energy certificates. The Authority's provision of environmental attributes to Customer confers on Customer the exclusive right to make beneficial use of such environmental attributes, including the right to utilize, transfer or monetize such environmental attributes as Customer determines in its sole discretion is most advantageous.

XV. Reports

The Authority shall make available annually tabulations showing, on a calendar year basis, the disposition of (i) Firm Hydroelectric Power and Energy (in kW and MWh and as a percentage of firm sales), (ii) Firm Hydroelectric Peaking Power and Energy (in kW and MWh and as a percentage of firm peaking sales), and (iii) any non-firm energy sold during the year to all Niagara Project customer groups, including investor owned utilities, in-state preference customers, Neighboring State Customers, Replacement power customers, Expansion power customers, the NYISO, and any other customers, with such disposition accounting for the total Niagara Project output. The Authority shall provide backup documentation for said tabulations at the request of Customer, provided such information shall not include confidential customer billing information.

XVI. Appointment of Customer Agent

Upon reasonable prior written notice to the Authority, Customer shall have the right to delegate to an agent any or all duties under this Agreement ("Customer's Agent") and the Authority acknowledges that such duties may be performed by Customer's Agent. Such duties delegated to Customer's Agent may include the keeping of all records required by Authority, the payment of any or all amounts due to the Authority under this Agreement and any or all such other duties contained in this Agreement as may be specified by Customer; provided that the Customer may choose to assume and perform any or all of the duties previously delegated to Customer's Agent and provided further that nothing herein, including Customer's designation of such an agent, shall be deemed to be approval by the Authority of an assignment of any of Customer's duties and obligations under its Agreement with the Authority. Customer further reserves the right, on reasonable prior written notice to the Authority, to designate a different party as Customer's Agent at any time during the term of this Agreement.

XVII. Term and Termination of Service

a. Once initiated, service shall continue until the earliest of (a) termination by Customer with respect to all or part of its allocation upon ninety (90) days prior written notice, (b) termination by the Authority pursuant to the Rules upon required notice, or (c) April 30, 2032. The Authority may cancel service hereunder or modify the quantities of Project Power and Energy allocated to Customer only (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 herein or in the Rules.

b. Notwithstanding the foregoing, upon mutual agreement this Agreement may be extended beyond such date on a month to month basis pending execution of any successor agreement between the Customer and Authority or renewal of the FERC License.

XVIII. Communications

The Authority acknowledges that each of the Neighboring State Customers has been appointed by the executive authority of each Designated State as that state's sole representative for all matters pertaining to this Agreement. Accordingly, the Authority agrees as follows:

a. Before implementing any changes in procedures contemplated in this Agreement related to the sale of electricity, the Authority will notify the Customer for each such Designated State of the nature of and reasons for the proposed change and the date of its proposed implementation. In the absence of exigent circumstances, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required in subsection a. above, or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer for each Designated State as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by subsection a. above, to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

Manager – Power Contracts & Tariffs
New York Power Authority
123 Main St.
White Plains, New York 10601
(914) 681-6200
PowerContracts@nypa.gov

d. In addition to providing notice to the individual identified in Article XVIII.b. above via e-mail and phone, any notification of an Unplanned Hydropower Curtailment described in Article XIII.e. will be provided to the appropriate contact person(s) via e-mail (or such other means as the Parties may agree) as set forth below:

[Individual Name]
[E-mail Address]
[Cell Phone]

XIX. Legal or Regulatory Change; Cooperation

a. If at any time after the Effective Date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO or the RTO in which Customer is located, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall negotiate in good faith to determine whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. The Parties shall negotiate in good faith concerning any such amendments, revisions or additions to this Agreement, none of which shall be binding unless it is by agreement of the Parties in writing.

b. Customer and the Authority agree to reasonably cooperate with one another in the performance of their respective obligations under this Agreement and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

XX. Applicable 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.

XXI. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal 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.

XXII. Mutual Assistance

a. Customer (on behalf of the Distributing Entities listed in Appendix A to this Agreement) receives power allocations from power resources located in New York State and has an interest in the safe and reliable operation of New York's electric transmission system and the prompt restoration of service following interruptions in electric transmission service caused by storms and other events. Certain of Customer's Distributing Entities may currently participate directly or through a third party in mutual assistance agreements with New York State utilities ("Assistance Agreements").

b. Accordingly, each Distributing Entity is in the position to consider requests by the Authority for rendering of assistance, which may be implemented through existing Assistance Agreements, as applicable. To the extent any Distributing Entity is not a party to any existing Assistance Agreement(s) addressing the provision of aid to the Authority and/or other New York State emergency response officials, (i) the Authority will notify Customer of any such non-participating Distributing Entity, and (ii) within ten business days after receiving such notification from the Authority, Customer will inform the Authority of the name and contact information of one or more individuals engaged by the relevant Distributing Entity in order that the Authority may initiate discussions with such Distributing Entity regarding participation in a mutual assistance network that is available to New York State utilities.

c. Each Customer agrees to furnish, upon request from the Authority, updated contact information for any of its Distributing Entities with which the Authority does not have an Assistance Agreement for purposes of the Authority (or other New York State emergency response officials) requesting assistance from such Distributing Entities, including, without limitation, a request for the deployment of trained personnel; other forms of support services; equipment; materials; supplies; or fuels. Each Distributing Entity will determine, in its sole and absolute discretion, its ability and willingness to provide the requested assistance, taking into account its operational needs, the health and safety of its workers, and all other circumstances deemed pertinent by the Distributing Entity.

d. The Parties agree to work together to ensure that appropriate Assistance Agreements are maintained where applicable.

e. The Customer agrees to consider invitations from the Authority and/or other New York State emergency response officials to participate in emergency management symposiums or other similar emergency planning efforts or initiatives.

XXIII. Successors and Assigns

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, however, 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 in each case obtained, which consent shall not be unreasonably withheld.

XXIV. Previous Agreements and Communications

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this 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.

XXV. Acceptance and Approvals

Upon approval of the Governor of the State of New York pursuant to Section 1009 of the Power Authority Act, and upon execution by the Parties, this Agreement, the provisions of which shall survive for the term hereof, together with the Service Tariffs and Rules both as they may be amended, shall constitute the contract between the Parties for Electric Service hereunder.

XXVI. 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 paragraph, if any provision of this Agreement or the Relicensing Settlement 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 void and unenforceable.

XXVII. Waiver

a. 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.

b. 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.

XXVIII. 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 email as a PDF file 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.

XXIX. Effectiveness of Agreement

The agreement shall take effect upon the Effective Date, which requires execution by both Parties. The Authority will execute the Agreement only after the Governor's approval of the Agreement in accordance with Section 1009 of the New York Public Authorities Law.

CUSTOMER

By: _____

Print: _____

Title: _____

Date: _____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Print: _____

Title: _____

Date: _____

APPENDIX A

I. DISTRIBUTING ENTITIES INFORMATION – Vermont Department of Public Service

Distributing Entities	Resale (Y/N)?
Barton Village	N
Burlington Electric Light	N
Enosburg Falls Village	N
Hardwick Town	N
Hyde Park Village	N
Village of Jacksonville	N
Village of Johnson	N
Village of Ludlow	N
Lyndonville Electric	N
Village of Morrisville	N
Northfield Village	N
Village of Orleans	N
Town of Stowe	N
Village of Swanton	N
Vermont Electric Co-op	N
Washington Electric Co-op	N

APPENDIX A

II. DISTRIBUTING ENTITIES – CONSUMERS FOR ALLOCATION/ALLOTMENT

Info From: 2007 Niagara Agreement - Vermont Department of Public Service

Distributing Entities	Number of R & D Consumers (2005 CY)	NIAGARA Allocation %
Barton Village	1,916	2.11
Burlington Electric Light	16,168	17.83
Enosburg Falls Village	1,389	1.53
Hardwick Town	3,771	4.16
Hyde Park Village	1,113	1.23
Village of Jacksonville	669	0.74
Village of Johnson	722	0.80
Village of Ludlow	2,998	3.31
Lyndonville Electric	4,551	5.02
Village of Morrisville	3,232	3.56
Northfield Village	1,637	1.81
Village of Orleans	584	0.64
Village of Readsboro	265	0.29
Tonw of Stowe	3,052	3.37
Village of Swanton	3,021	3.33
Vermont Electric Co-op	35,817	39.51
Washington Electric Co-op	9,758	10.76
Total	90,663	100.00

Exhibit "C"
March 30, 2021

POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Electric Service Tariff for Neighboring States
Firm Hydroelectric Power and Energy Service

Service Tariff No. NS-1

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Schedule of Rates for Firm Hydroelectric Power and Energy Service

I. Applicability

To sale of Niagara Power Project Firm Hydroelectric Power and Firm Hydroelectric Energy to Neighboring State Customers (capitalized terms defined below).

II. Frequently used 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, Inc.

B. The term “Agreement” means contract for the Sale of Hydropower and Energy between Authority and Customer.

C. The term “Authority” means New York Power Authority, an alternative name for the Power Authority of the State of New York.

D. The term “Border” means New York State border.

E. The term “Customer” means the bargaining agent identified in the applicable Agreement with the Authority.

F. The term “Firm Hydroelectric Power” means capacity (kW) from Project, intended to be available at all times except for limitations provided in the Agreement(s), the Rules, this Service Tariff or in other contract documents. Firm Hydroelectric Power shall not include peaking power.

G. The term “Firm Hydroelectric Energy” means energy (kWh) associated with Firm Hydroelectric Power.

H. The term “Neighboring State Customers” means Customer and all other neighboring state bargaining agents that receive service from Project.

I. The term “Project” means the Authority’s hydroelectric facility also known as the Niagara Power Project.

J. 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.

K. The term “Service Tariff” means this Service Tariff No. NS-1.

III. Monthly Rates and Charges

A. Monthly Base Rates

The monthly demand and energy charges paid by Neighboring State Customers to Authority shall be based on the preference power rates charged by Authority, as shown below.

Period	Demand Rate $/kW-month of contract demand	Energy Rate Mills/kWh
5/1/2013 through 4/30/2014	3.91	4.92
5/1/2014 through 4/30/2021	4.07	4.92
5/1/2021 through 4/30/2022	4.07	4.92

The demand and energy rates set forth above will apply at the Project switchyard.

B. Minimum Monthly Charge

The product of the demand rate set forth above and the contract demand.

C. Billing Period

Any period of approximately thirty (30) days, generally ending with the last day of each calendar month.

D. Contract Demand

The amounts set forth in the applicable Agreement(s) between Authority and Customer.

E. NYISO Transmission and Related Charges (“NYISO Charges”)

The Customer shall compensate the Authority for the following NYISO Charges assessed on the Authority 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 maybe amended and in effect from time to time);

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 Customers or otherwise associated with the Authority's responsibilities as a Load Serving Entity (as such term is defined in the NYISO OATT) for the Customers 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 and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by NYPA with respect to service to Customers), applicable tariffs or required to be paid by the Authority in accordance with law.

Such NYISO Charges are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

F. 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 customers 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 or modifying the Rules and Regulations for Power Service and this Service Tariff with regard to deliveries to Customer are as follows:

A. Character of Service

Alternating current, 60 hertz, three-phase.

B. Availability of Energy

Unless otherwise agreed upon by the Parties, as specified in the applicable Agreement(s), Authority shall normally provide in any billing period Firm Hydroelectric Energy to Customer in an amount equal to the product of (A) the number of hours in such billing period, (B) the contract demand applicable in such billing period and (C) the applicable monthly load factor, as set forth in the applicable Agreement(s). In the event that hydraulic conditions at the Project require the Authority to reduce the amount of Firm Hydroelectric Energy provided to Customer under this Service Tariff to an amount below such normal level, reductions as a percentage of the otherwise required Firm Hydroelectric Energy deliveries will be the same for all firm Authority hydropower customers. The offer of Firm Hydroelectric Energy for delivery pursuant to Section D below shall fulfill Authority's obligations for purposes of this General Provision whether or not the Firm Hydroelectric Energy is taken by Customer.

C. Adjustment of Rates

To the extent not inconsistent with the Agreement for the Sale of Hydropower and Energy, the rates contained in this Service Tariff may be revised from time to time on not less than thirty (30) days written notice to Customer.

D. Delivery

Firm Hydroelectric Power and Firm Hydroelectric Energy supplied under this Service Tariff shall be delivered by Authority at the Project switchyard to the NYISO for delivery to Customer's transmission agent at the Border.

For the purpose of this Service Tariff, Firm Hydroelectric Power and Firm Hydroelectric Energy shall be deemed to be offered when Authority is able to supply Firm Hydroelectric Power and Firm Hydroelectric Energy and NYISO transmits it to its designated points of interconnection with Customer's transmission agent(s). If, despite such offer, there is a failure of delivery by Customer's transmission agents, such failure shall not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

E. Scheduling Procedures

1. Authority will advise Customer or its dispatching agent by the tenth (10^{th}) Business Day of the preceding month of the estimated quantity of Firm Hydroelectric Energy expected by Service Tariff to be made available from the Project.

2. Authority may require that such Firm Hydroelectric Energy from the Project be scheduled in general accordance with the load shape of Customer or its dispatching agent or as otherwise agreed upon by the Customer and Authority.

3. Customer or its dispatching agent shall file with Authority pursuant to procedures established by Authority, a daily schedule setting forth the Customer's requested amounts from the Project on a clock hour basis.

4. Subsequent to Authority approval of schedules for any day, Authority and Customer or its dispatching agent may agree on changes in such schedules subject to NYISO scheduling requirements and procedures Authority shall establish such that an efficient dispatch of Authority facilities will be accomplished.

F. Payment by Customer for Firm Hydroelectric Power and Firm Hydroelectric Energy

1. Customer shall pay charges for Firm Hydroelectric Power and Firm Hydroelectric Energy during any billing period the sum of a) and b) below:

   a. For Firm Hydroelectric Power, the demand rate per kW for Firm Hydroelectric Power specified in this Service Tariff or any modification thereof applied to Customer's contract demand for the billing period: and

   b. The energy rate specified in this Service Tariff or any modification thereof applied to the amount of Firm Hydroelectric Energy delivered by Authority to Customer during such billing period.

2. 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 Authority. In the event that there is a dispute on any items of a bill rendered by Authority, Customer shall pay such bill in full. If necessary, any adjustments will be made thereafter.

G. Supplementary Provision

Sections 454.2 (c) and 454.5 of the Rules are inapplicable to this Service Tariff.

H. Rules and Regulations

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.

V. Flow Adjustment Computation ("FAC")

The Energy charges under this Service Tariff and the applicable Service Tariffs associated with the St. Lawrence Hydroelectric Project, in the aggregate, are subject to a credit or surcharge pursuant to a FAC in any rate year following a calendar year for which the Hydroelectric 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 Customers 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 Customers 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 Niagara Power Project power and energy, that RSR balance shall be carried forward and maintained as the balance as of the effective date of service under the applicable Agreement(s).

POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Electric Service Tariff for Neighboring States
Firm Hydroelectric Peaking Power and Energy Service

Service Tariff No. NS-2

Date of Issue: May 1, 2021
Date Effective: May 2021 Bill Period

Issued by Keith T. Hayes, Senior Vice President
Power Authority of the State of New York
30 South Pearl Street, Albany, NY 12207

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Schedule of Rates for Firm Peaking Hydroelectric Power and Energy Service

I. Applicability

To sale of Niagara Power Project Firm Hydroelectric Peaking Power and Energy to Neighboring State Customers (capitalized terms defined below).

II. Frequently used 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, Inc.

B. The term “Agreement” means contract for the Sale of Hydropower and Energy between Authority and Customer.

C. The term “Authority” means New York Power Authority, an alternative name for the Power Authority of the State of New York.

D. The term “Border” means New York State border.

E. The term “Customer” means the bargaining agent identified in the applicable Agreement with the Authority.

F. The term “Firm Hydroelectric Peaking Power” means capacity (kW) from Project, intended for use primarily in Customer’s peak load periods and limited as to the Energy to be supplied as set forth in the Agreement(s), the Rules, this Service Tariff or in other contract documents.

G. The term “Firm Hydroelectric Peaking Energy” means energy (kWh) associated with Firm Hydroelectric Peaking Power.

H. The term “Neighboring State Customers” means Customer and all other neighboring state bargaining agents that receive service from Project.

I. The term “Project” means the Authority’s hydroelectric facility also known as the Niagara Power Project.

J. 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.

K. The term Service Tariff” means this Service Tariff No. NS-2.

III. Monthly Rates and Charges

A. Monthly Base Rates

The monthly demand and energy charges paid by Neighboring State Customers to Authority shall be based on the preference power rates charged by Authority, as shown below.

Period	Demand Rate $/kW-month of contract demand	Energy Rate Mills/kWh
5/1/2013 through 4/30/2014	3.91	4.92
5/1/2014 through 4/30/2021	4.07	4.92
5/1/2021 through 4/30/2022	4.07	4.92

The demand and energy rates set forth above will apply at the Project switchyard.

B. Minimum Monthly Charge

The product of the demand rate set forth above and the contract demand.

C. Billing Period

Any period of approximately thirty (30) days, generally ending with the last day of each calendar month.

D. Contract Demand

The amounts set forth in the applicable Agreement(s) between Authority and Customer.

E. NYISO Transmission and Related Charges (“NYISO Charges”)

The Customer shall compensate the Authority for the following NYISO Charges assessed on the Authority 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 maybe amended and in effect from time to time);

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 Customers or otherwise associated with the Authority's responsibilities as a Load Serving Entity (as such term is defined in the NYISO OATT) for the Customers 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 and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by NYPA with respect to service to Customers), applicable tariffs or required to be paid by the Authority in accordance with law.

Such NYISO Charges are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

F. 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 customers 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 or modifying the Rules and Regulations for Power Service and this Service Tariff with regard to deliveries to Customer are as follows:

A. Character of Service

Alternating current, 60 hertz, three-phase.

B. Availability of Energy

Authority shall normally supply Firm Hydroelectric Peaking Energy to Customer at 12.5 percent (12.5%) monthly load factor consistent with the Section E below. In the event that hydraulic conditions at Authority's hydroelectric generating stations require the Authority to reduce the amount of Firm Hydroelectric Peaking Energy provided to Customer under this Service Tariff to an amount below such normal level, reductions shall be applied to all Customers served under this Service Tariff in proportion to their relative allocations of Firm Hydroelectric Peaking Power and Energy.

The offer of Firm Hydroelectric Peaking Energy for delivery pursuant to Section D below shall fulfill Authority's obligations for purposes of this General Provision whether or not the Firm Hydroelectric Peaking Energy is taken by Customer.

C. Adjustment of Rates

To the extent not inconsistent with the Agreement for the Sale of Hydropower and Energy, the rates contained in this Service Tariff may be revised from time to time on not less than thirty (30) days written notice to Customer.

D. Delivery

Firm Hydroelectric Peaking Power and Firm Hydroelectric Peaking Energy supplied under this Service Tariff shall be delivered by Authority at the Project switchyard to the NYISO for delivery to Customer's transmission agent at the Border.

For the purpose of this Service Tariff, Firm Hydroelectric Peaking Power and Firm Hydroelectric Peaking Energy shall be deemed to be offered when Authority is able to supply Firm Hydroelectric Peaking Power and Firm Hydroelectric Peaking Energy and NYISO transmits it to its designated points of interconnection with Customer's transmission agent(s). If, despite such offer,

there is a failure of delivery by Customer's transmission agents, such failure shall not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

E. Scheduling Procedures

1. Authority will advise Customer or its dispatching agent by the tenth (10^{th}) Business Day of the preceding month of the estimated quantity of Firm Hydroelectric Peaking Energy expected by Service Tariff to be made available from the Project.

2. Authority may require that such Firm Hydroelectric Peaking Energy from the Project be scheduled in general accordance with the load shape of Customer or its dispatching agent or as otherwise agreed upon by the Customer and Authority.

3. Customer or its dispatching agent shall file with Authority pursuant to procedures established by Authority, a daily schedule setting forth the Customer's requested amounts from the Project on a clock hour basis.

4. Subsequent to Authority approval of schedules for any day, Authority and Customer or its dispatching agent may agree on changes in such schedules subject to NYISO scheduling requirements and procedures Authority shall establish such that an efficient dispatch of Authority facilities will be accomplished.

F. Payment by Customer for Firm Hydroelectric Peaking Power and Firm Hydroelectric Peaking Energy

1. Customer shall pay for Firm Hydroelectric Peaking Power and Energy during any billing period the sum of a) and b) below:

   a. For Firm Hydroelectric Peaking Power, the demand rate per kW for Firm Peaking Hydroelectric Power specified in this Service Tariff or any modification thereof applied to Customer's contract demand for the billing period: and

   b. The energy rate specified in this Service Tariff or any modification thereof applied to the amount of Firm Hydroelectric Peaking Energy delivered by Authority to Customer during such billing period.

2. 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 Authority. In the event that there is a dispute on any items of a bill rendered by Authority, Customer shall pay such bill in full. If necessary, any adjustments will be made thereafter.

G. Supplementary Provision

Sections 454.2 (c) and 454.5 of the Rules are inapplicable to this Service Tariff.

H. Rules and Regulations

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.

V. Flow Adjustment Computation ("FAC")

The Energy charges under this Service Tariff and the applicable Service Tariffs associated with the St. Lawrence Hydroelectric Project, in the aggregate, are subject to a credit or surcharge pursuant to a FAC in any rate year following a calendar year for which the Hydroelectric 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 Customers 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 Customers 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 Niagara Power Project power and energy, that RSR balance shall be carried forward and maintained as the balance as of the effective date of service under the applicable Agreement(s).

POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Electric Service Tariff for Neighboring States
Non-Firm Hydroelectric Energy Service

Service Tariff No. NS-3

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Schedule of Rates for Non-Firm Hydroelectric Energy Service

I. Applicability

To sale of Niagara Power Project Non-Firm Hydroelectric Energy to Neighboring State Customers (capitalized terms defined below).

II. Frequently used Abbreviations and Terms

A. The following abbreviations are used:

kWh	kilowatt-hour(s)
NYPA	New York Power Authority
NYISO	New York Independent System Operator, Inc.

B. The term “Agreement” means contract for the Sale of Hydropower and Energy between Authority and Customer.

C. The term “Authority” means New York Power Authority, an alternative name for the Power Authority of the State of New York.

D. The Term “Border” means New York State border.

E. The term “Customer” means the bargaining agent identified in the applicable Agreement with the Authority.

F. The term “Non-Firm Hydroelectric Energy” means all energy from Project that is in addition to the energy associated with Firm Hydroelectric Power and Firm Hydroelectric Energy and Firm Hydroelectric Peaking Power and Firm Hydroelectric Peaking Energy, that is available from time to time, and that is subject to interruption for extended periods because of decreased water flows or other system conditions.

G. The term “Neighboring State Customers” means Customer and all other neighboring state bargaining agents that receive service from Project.

H. The term “Project” means the Authority’s hydroelectric facility also known as the Niagara Power Project.

I. 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.

J. The term “Service Tariff” means this Service Tariff No. NS-3.

III. Monthly Rates and Charges

A. Monthly Base Rate

The monthly energy charge paid by Neighboring State Customers to Authority shall be based on the preference energy rate charged by Authority, as shown below. **[rate table below to be updated]**

Effective Date	Energy Rate Mills/kWh
5/1/2008	4.92

The energy rate set forth above will apply at the Project switchyard.

B. Minimum Monthly Charge

None.

C. Billing Period

Any period of approximately thirty (30) days, generally ending with the last day of each calendar month.

D. NYISO Transmission and Related Charges ("NYISO Charges")

The Customer shall compensate the Authority for the following NYISO Charges assessed on the Authority 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 maybe amended and in effect from time to time);

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 Customers or otherwise associated with the Authority's responsibilities as a Load Serving Entity (as such term is defined in the NYISO OATT) for the Customers 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 and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by NYPA with respect to service to Customers), applicable tariffs or required to be paid by the Authority in accordance with law.

Such NYISO Charges are in addition to the Authority production charges that are charged to the Customer in accordance with other provisions of this Service Tariff.

E. 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 customers 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 or modifying the Rules and Regulations for Power Service and this Service Tariff with regard to deliveries to Customer are as follows:

A. Character of Service

Alternating current, 60 hertz, three-phase.

B. Availability of Energy

Non-Firm Hydroelectric Energy will be subject to its availability as determined by Authority. The offer of Non-Firm Hydroelectric Energy for delivery pursuant to Section D below shall fulfill Authority's obligations for purposes of this general provision whether or not the Non-Firm Hydroelectric Energy is taken by Customer.

C. Adjustment of Rates

To the extent not inconsistent with the Agreement for the Sale of Hydropower and Energy, the rates contained in this Service Tariff may be revised from time to time on not less than thirty (30) days written notice to Customer.

D. Delivery

Non-Firm Hydroelectric Energy supplied under this Service Tariff shall be delivered by Authority at the Project switchyard to the NYISO for delivery to Customer's transmission agent at the Border.

For the purpose of this Service Tariff, Non-Firm Hydroelectric Energy shall be deemed to be offered when Authority is able to supply Non-Firm Hydroelectric Energy and NYISO transmits it to its designated points of interconnection with Customer's transmission agent(s). If, despite such offer, there is a failure of delivery by Customer transmission agents, such failure shall not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

E. Scheduling Procedures

1. Authority will advise Customer or its dispatching agent by the tenth (10^{th}) Business Day of the preceding month of the estimated quantity of Non-Firm Hydroelectric Energy expected by Service Tariff to be made available from the Project.

2. Authority may require that such Non-Firm Hydroelectric Energy from the Project be scheduled in general accordance with the load shape of Customer or its dispatching agent or as otherwise agreed upon by the Customer and Authority.

3. Customer or its dispatching agent shall file with Authority pursuant to procedures established by Authority, a daily schedule setting forth the Customer's requested amounts from the Project on a clock hour basis.

4. Subsequent to Authority approval of schedules for any day, Authority and Customer or its dispatching agent may agree on changes in such schedules subject to NYISO scheduling requirements and procedures Authority shall establish such that an efficient dispatch of Authority facilities will be accomplished.

F. Payment by Customer for Non-Firm Hydroelectric Energy

1. Customer shall pay for Non-Firm Hydroelectric Energy the energy rate specified in this Service Tariff or any modification thereof applied to the amount of Non-Firm Hydroelectric Energy delivered by Authority to Customer during such billing period.

2. 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 Authority. In the event that there is a dispute on any items of a bill rendered by Authority, Customer shall pay such bill in full. If necessary, any adjustments will be made thereafter.

G. Supplementary Provision

Sections 454.2 (c) and 454.5 of the Rules are inapplicable to this Service Tariff.

H. Rules and Regulations

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.

V. Flow Adjustment Computation ("FAC")

The Energy charges under this Service Tariff and the applicable Service Tariffs associated with the St. Lawrence Hydroelectric Project, in the aggregate, are subject to a credit or surcharge pursuant to a FAC in any rate year following a calendar year for which the Hydroelectric 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 Customers 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 Customers 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 Niagara Power Project power and energy, that RSR balance shall be carried forward and maintained as the balance as of the effective date of service under the applicable Agreement(s).

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **Board of Trustees**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Recommendations for Awards of Fund Benefits from the Western New York Economic Development Fund by the Western New York Power Proceeds Allocation Board**

SUMMARY

The Trustees are requested to: (1) accept the recommendations of the Western New York Power Proceeds Allocation Board (the "Allocation Board" or "WNYPPAB") and make an award of Fund Benefits from the Western New York Economic Development Fund to the eligible applicants listed in Exhibits "A", "A-1", "A-2" and "A-3" in the amounts indicated on the Exhibits for the reasons discussed below and in the Exhibits; and (2) authorize the other actions described herein with respect to such applicants and recommended awards.

BACKGROUND

1. Western New York Power Proceeds Allocation Act

On March 30, 2012, Governor Cuomo signed into law the Western New York Power Proceeds Allocation Act (the "Act"). The Act provides for the creation, by the Authority, of the Western New York Economic Development Fund. The Fund consists of the aggregate excess of revenues received by the Authority from the sale of Expansion Power ("EP") and Replacement Power ("RP") produced at the Niagara Power Project that was sold in the wholesale energy market over what revenues would have been received had such energy been sold on a firm basis to an eligible EP or RP customer under the applicable tariff or contract.

Under the Act, an "eligible applicant" is a private business, including a not-for-profit corporation. "Eligible projects" is defined to mean "economic development projects by eligible applicants that are physically located within the State of New York within a thirty-mile radius of the Niagara power project located in Lewiston, New York that will support the growth of business in the state 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 for fund benefits; 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 western New York state tourism and business; and energy-related projects.

Eligible projects do not include 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.

Fund Benefits have been provided to successful eligible applicants in the form of grants. Generally, Fund Benefits are disbursed as reimbursement for expenses incurred by an Eligible Applicant for an Eligible Project. Occasionally, Fund Benefits are disbursed in advance for proposed eligible expenditures to be incurred by the Eligible Applicant for an Eligible Project when NYPA determines this approach is appropriate for a project, NYPA has authorized the approach in advance, and proposed expenses can be appropriately documented.

At least 15 percent of Fund Benefits must be dedicated to eligible projects which are "energy-related projects, programs and services," which is "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."

Allocations of Fund Benefits may only be made on the basis of moneys that have been deposited in the Fund. No award may encumber future funds that have been received but not deposited in the Fund.

2. Western New York Power Proceeds Allocation Board

Under the Act, the Allocation Board is charged with soliciting applications for Fund Benefits, reviewing applications, making eligibility determinations, and evaluating the merits of applications for Fund Benefits. The Allocation Board uses the criteria applicable to EP, RP and PP, and for revitalization of industry as provided 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 Regional Economic Development Council having responsibility for the region in which an eligible project is proposed. A copy of these criteria (collectively, "Program Criteria"), adapted from the Allocation Board's "Procedures for the Review of Applications for Fund Benefits," is attached as Exhibit "B."

The Allocation Board met on March 4, 2013 and, in accordance with the Act, adopted by-laws, operating procedures, guidelines related to the application, and a form of application. At that time, the Allocation Board defined "retail business" to mean 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.

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 2021 on which the Allocation Board would meet to consider applications. At this time, applications are being accepted on a rolling basis. In addition, the application process was promoted through a media release and with assistance from state and local entities, including the Western New York and Finger Lakes Regional Economic Development Councils, the Empire State Development Corporation and other local and regional economic development organizations within the State. A webpage was created that is hosted on WWW.NYPA.GOV/WNYPPAB 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 3, 2021 meeting, the Allocation Board considered three applications.

As detailed in Exhibit "A-1", Eastman Machine Company is planning to add 7,400 square feet to its building which will accommodate new warehouse space, an entrance lobby with mezzanine, and an additional loading dock, and reconfigure existing space to increase productivity. Eastman would spend approximately $1.6M on its project and create at least 6 full time positions over the next 5 years.

As detailed in Exhibit "A-2", Plug Power Inc's application seeks Fund Benefits to support construction of a green hydrogen production facility at the Science and Technology Advanced Manufacturing Park (STAMP) in Genesee County, NY. Since the Allocation Board's meeting, the project has been scaled up to expand its capacity from a 40 ton-per-day output to a 50 ton-per-day output, and project costs are now estimated to be $290 million. The applicant is not requesting an increase in the amount the proceeds award recommended by the Allocation Board.

Plug Power's project would establish a nationally recognized green hydrogen production center and represent the first of its kind to locate in the Northeast United States. The applicant intends to provide clean fuel for on-road and off-road applications thereby enabling the adoption of zero-emission freight transport and logistics handling equipment that utilize fuel-cells and clean energy manufactured in New York, which aligns with New York's commitment to reduce carbon emissions. Included as part of the project is the installation of a secondary substation required to provide electric power to the applicant's facility. NYPA would be able to access the component of the Fund reserved by statute for energy-related projects, programs and services for that portion of the award aimed at the cost of the secondary substation.

As detailed in Exhibit "A-3", the Center application seeks Fund Benefits to establish a museum in the City of Niagara Falls featuring over 600 original Kashmir paintings, etchings, drawings and artifacts valued at ~$2M and representing the largest collection available outside of Kashmir. The Center's collection will be leveraged as a tourist destination to capitalize on, and augment, existing international tourism to Niagara Falls and the Center will partner with local colleges and universities and the Community Arts Center to help foster academic and artistic interactions with artifacts dating back to 3 BCE (Before the Common Era). The Center would spend approximately $1.36M on its project.

Allocation Board's staff analyzed these applications and made a recommendation to the Allocation Board based on eligibility requirements and Program Criteria. Copies of the recommendation memoranda provided to the Allocation Board for this project are attached as Exhibits "A-1", "A-2" and "A-3". The applications have also been made available to the Trustees for review.

The Allocation Board has recommended that these applicants receive a Fund Benefit award in the amounts indicated on Exhibits "A", "A-1", "A-2" and "A-3". Given the nascent stage of the proposed projects, it was not possible to recommend the terms and conditions that would be applicable to these awards and memorialized in an Award Contract between the Authority and a successful applicant.

If these applicants receive a Fund Benefit award, it is anticipated that Authority staff would negotiate final terms and conditions with a successful applicant after receipt of more detailed information concerning the project and proposed schedules. An Award Contract may include scheduled payments keyed to commitment milestones, such as employment creation and retention. In addition, staff anticipates that an Award Contract will contain provisions for periodic audits of the successful applicant 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, relating to, among other things, employment levels and/or project element due dates.

RECOMMENDATION

The Senior Vice President, Clean Energy Solutions recommends that:

(1) the Trustees accept the recommendations of the Allocation Board and make an award of Fund Benefits to the applicants in the amounts identified in Exhibits "A", "A-1", "A-2" and "A-3", conditioned upon an agreement to be negotiated with the applicants on the final terms and conditions that would be applicable to the awards to be contained in an 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 EVP Chief Commercial Officer, or such official's designee, be authorized to negotiate with the applicant concerning such final terms and conditions that will be applicable to the awards; and

(3) the EVP Chief Commercial Officer, or such official's designee, be authorized to execute on behalf of the Authority an Award Contract for the award listed on Exhibit "A" subject to the forgoing conditions.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

WHEREAS, The Western New York Power Proceeds Allocation Board ("Allocation Board") has recommended that the Authority make an award of Fund Benefits from the Western New York Economic Development Fund ("Fund") to the eligible applicants listed in Exhibit "A" in the amount indicated;

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 applicants listed in Exhibits "A", "A-1", "A-2" and "A-3" in the amounts indicated for the reasons set forth in the attached memorandum and the exhibits and other information referred to therein, conditioned upon an agreement between the Authority and each 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 the 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 EVP Chief Commercial Officer, 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 EVP Chief Commercial Officer, or such official's designee, is authorized to execute on behalf of the Authority an Award Contract for the award listed on Exhibit "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.

Exhibit "A"
March 30, 2021

Applicants Recommended for an Award of Fund Benefits by the Western NY 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	Eastman Machine Company	Buffalo	Erie	Western NY	Expansion	Business Investment	$170,000	$1,615,000	0	6
2	Plug Power Inc.	Alabama	Genesee	Finger Lakes	Expansion	Innovation/Entrepreneur	$1,500,000	$290,820,000	0	0
3	The Center for Kashmir, Inc.	Niagara Falls	Niagara	Western NY	Start-up	Tourism	$225,000	$1,365,053	0	0
						Total:	**$1,895,000**	**$293,800,053**	**-**	**6**

Total Jobs Created & Retained: 6

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-1

Applicant Name:	Eastman Machine Company ("Eastman")	REDC Region:	Western New York
Project Type:	Business Investment	County:	Erie County
Industry:	Industrial Machinery	Locality:	Buffalo
Amount Requested:	$200,000	Start Date:	April 2021
		Finish Date:	December 2021

RECOMMENDED OFFER

Recommended Total Award:	$170,000
Total Project Cost:	$1,615,000
% of Project Cost Recommended:	11%

PROJECT BUDGET (Proposed by Applicant)

Use of funds	Amount	Source of Funds	Amount
Building Addition	$1,435,000	WNY EDF	$200,000
Storage Racks, Workstations	$180,000	Bank Financing	$1,000,000
		Company Equity	$415,000
Total:	**$1,615,000**	**Total:**	**$1,615,000**

REGIONAL IMPACT MEASUREMENTS

Job Commitments:	Applicant will create 6 full time equivalents ("FTE") at the project location over five years.
Average Salary of Jobs:	$45,000
Indirect Jobs Created:	N/A
Other Impact:	

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-1

PROJECT DESCRIPTION (Adapted from Application)			
Eastman Machine Company is planning to add 7,400 square feet to its building, which will accommodate new warehouse space, an entrance lobby with mezzanine, and an additional loading dock, and reconfigure existing space. The company currently has one loading dock, which is used for both shipping and receiving. A second loading dock will separate these functions and greatly increase efficiency. The project will also add much needed office space and expand the company's engineering and technical services. The expansion will result in a more efficient plant layout and production capabilities that will enhance the company's production process and allow the Eastman to accelerate lead and delivery times and increase its competitiveness.			
OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED			
ESD ECIDA	$60,000 $178,886		$
			$
PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED			
TYPE	**AMOUNT**	**STATUS**	
BASIS FOR RECOMMENDATION			
The Applicant has identified a funding gap caused by anticipated limitations related to available debt and equity financing. Adding a second loading dock will result in faster lead and delivery times. Reconfiguring the plant will result in increased productivity that is less error prone. Collectively, the project which will allow the Applicant to increase its competitiveness, revenues and profitability. The Applicant plans to create 6 new full-time jobs. As the Applicant partners with Goodwill of Western New York and the Northland Workforce Training Center, these new positions will be available to all individuals having the required skillsets, including underrepresented groups in the City of Buffalo. Support for this project aligns well with WNYREDC strategies and priorities calling for leveraging the region's advantages in key industry sectors including manufacturing.			

NEW YORK STATE OF OPPORTUNITY.

Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-1

ANTICIPATED DISBURSEMENT TERMS
Fund Benefits would be used to reimburse the Applicant for a portion of construction costs. It is anticipated that: (1) funds would be disbursed in arrears in a manner proportionate to the total for eligible expenses; and (2) reimbursement would be made upon presentation to NYPA of invoices and such other documentation acceptable to NYPA such as verification that the Applicant has incurred eligible expenses of approximately $1.6M and is compliant with yearly job commitments.

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-2

Applicant Name:	Plug Power Inc. ("Plug Power")	REDC Region:	Finger Lakes
Project Type:	Innovation/Entrepreneur Dev.	County:	Genesee
Industry:	Industrial Gas	Locality:	Alabama
Amount Requested:	$1,500,000	Start Date:	March 2021
		Finish Date:	December 2022

RECOMMENDED OFFER

Recommended Total Award:	$1,500,000
Total Project Cost:	$264,000,000
% of Project Cost Recommended:	<1%

PROJECT BUDGET (Proposed by Applicant)

Use of funds	Amount	Source of Funds	Amount
Machinery & Equipment	$187,330,000	WNY EDF	$1,500,000
Main Substation	$55,000,000	Company Equity	$260,500,000
Production Facility/Substation	$17,000,000	**Potential:**	
Land	$4,000,000	Empire State Development	$2,000,000
Eng. Design/Planning	$500,000		
F&F Mgt. and Dispatch Office	$110,000		
Employee Development	$60,000		
Total:	**$264,000,000**	**Total:**	**$264,000,000**

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:	

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-2

PROJECT DESCRIPTION (Adapted from Application)			
The Applicant is planning to construct a 40 ton-per-day green hydrogen production facility at the Science and Technology Advanced Manufacturing Park (STAMP) in Genesee County, NY. Using a process called electrolysis, the Applicant will produce green hydrogen, which it intends to provide for on-road & off-road applications thereby enabling the adoption of zero-emission freight transport and logistics handling equipment utilizing fuel-cells and clean energy manufactured in New York. STAMP is New York State's second shovel-ready mega site and comprised of 1,250 acres designed for nanotech-oriented manufacturing, advanced manufacturing, and large-scale bio-manufacturing projects. The Applicant represents the first to locate at STAMP.			
OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED			
ESD GCEDC	$2,000,000 Sales Tax Exemption; PILOT		$
			$

PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED		
TYPE	**AMOUNT**	**STATUS**

BASIS FOR RECOMMENDATION
The Project is entrepreneurial as it will establish a nationally recognized green hydrogen production center and the first of its kind in the Northeast United States. As such it is likely to serve as a catalyst for the development of future projects associated with the buildout of a green hydrogen infrastructure. This Project will produce zero-emission fuel suitable for freight transportation and material handling that will displace diesel and compressed natural gas consumption. Reduced use of fossil fuels lowers direct environmental and health impacts of air particulates and other pollutants and helps to mitigate indirect impact on the environment cause by climate change, which aligns well with New York State's commitment to reduce carbon fuel dependence under the Climate Leadership and Community Protection Act. The Project represents the first tenant to locate in the Science and Technology Advanced Manufacturing Park (STAMP) in Genesee County. This Project will likely facilitate other STAMP tenants/projects because it will resolve electric infrastructure constraints that were impeding growth at STAMP.

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-2

The Applicant plans to create 62 new full-time positions jobs offering an average annual salary of $75,000 plus benefits. Support for this Project aligns well with several key strategies and priorities included in the Finger Lakes Forward: United for Success plan: • Supports Next Generation Manufacturing and Technology. • Creates manufacturing jobs with attractive salaries and benefits in a disadvantaged area. The Applicant intends to employ area residents with vocational school and associate degree level education including residents of the Tonawanda Reservation and other unrepresented populations.
ANTICIPATED DISBURSEMENT TERMS
Fund Benefits would be used to reimburse the Applicant for a portion of construction costs related to the secondary substation required to provide the Applicant with electric power. It is anticipated that: (1) funds would be disbursed in arrears in a manner proportionate to the total for eligible expenses; and (2) reimbursement would be made upon presentation to NYPA of invoices and such other documentation acceptable to NYPA such as verification that the Applicant has incurred eligible expenses of approximately $264M.

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-3

Applicant Name:	Center for Kashmir, Inc. ("Center")	REDC Region:	Western New York
Project Type:	Tourism	County:	Niagara County
Industry:	Museum	Locality:	Niagara Falls
Amount Requested:	$225,000	Start Date:	July 15 2020
		Finish Date:	December 2021

RECOMMENDED OFFER

Recommended Total Award:	$225,000
Total Project Cost:	$1,365,053
% of Project Cost Recommended:	16%

PROJECT BUDGET (Proposed by Applicant)

Use of funds	Amount	Source of Funds	Amount
Roofing, Masonry, Int. Buildouts	$860,000	WNY EDF	$225,000
Displays, AV, F&F, Security	$190,000	Private Investment	$615,000
HVAC, Elevator, Electric Panels	$120,000	Cataract Fund	$273,000
A&E, Inspections, Permits, Legal	$80,000	Private Donations	$195,053
Working Capital	$71,403	**Potential:**	
Master Planning	$19,650	Private Donations	$57,000
Inventory	$10,000		
Env. Remediation	$5,000		
Training	$5,000		
Demolition	$4,000		
Total:	**$1,365,053**	**Total:**	**$1,365,053**

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:	

NEW YORK STATE OF OPPORTUNITY. Western NY Power Proceeds Allocation Board

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-3

PROJECT DESCRIPTION (Adapted from Application)
The Center was formed in 2020 as a 501(c)(3) corporation and plans to establish a museum featuring over 600 original Kashmir paintings, etchings, drawings and artifacts valued at ~$2M and representing the largest collection available outside of Kashmir. A holding company (LSNY Holdings LLC) also owned by the Applicant, acquired the 100-year-old church building located at 600 Park Place, which it plans to renovate and lease to the Center for $1 per year for 5 years. The church is listed in the National Register of Historic Places and is near Niagara Falls and other main tourist attractions. It requires substantial re-design and re-purposing to meet the standards of a functional museum including precise climate and lighting control and security to protect valuable displays. The Center's collection will be leveraged as a tourist destination to capitalize on, and augment, existing international tourism to Niagara Falls. The Center will provide a place of learning and understanding about the Kashmiri people and culture. In addition to attracting tourists to the City, the museum will partner with local colleges and universities and the Community Arts Center to help foster academic and artistic interactions with artifacts dating back to 3 BCE (Before the Common Era).

OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED			
ESD NCIDA Cataract Fund	$ $273,000		$
			$

PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED		
TYPE	**AMOUNT**	**STATUS**

BASIS FOR RECOMMENDATION

The Applicant does not possess the necessary funds required to establish the museum without assistance from the WNYEDF. The Project will support:

- Redevelopment of a 100-year-old church, which is listed on the National Register of Historic Places and located in Niagara Falls' Gateway district where urban renewal is a priority;
- The City's Economic Development Master Plan;
- Addition of an asset that creates diversity in tourism alternatives in Niagara Falls, NY;
- The creation of partnerships with local colleges, universities and the Community Arts Center to foster academic and artistic interactions; and
- Fostering diversity and knowledge of other cultures.

Western New York Economic Development Fund Recommendation Memo

EXHIBIT A-3

There are approximately one million South Asians in the Greater Toronto area that will find a South Asian cultural and historical museum in Niagara Falls, NY of great interest once international borders with Canada have reopened. The Applicant will partner with a consortium of area museums and attractions to add to the City's tourist offering and extend visitor stays. The Project has garnered the support of local and regional economic development and tourism professionals who recognize the Project's alignment with WNYREDC tourism strategies and priorities as visitors to WNY spent approximately $757M in Niagara Falls in 2018 and the value of celebrating diversity.

The Project is expected to create 4 jobs in the City of Niagara Falls.

ANTICIPATED DISBURSEMENT TERMS

Fund Benefits would be used to reimburse the Applicant for a portion of the costs incurred for displays, audio visual, furniture, security and lighting and for working capital expenses associated with the Project. Expenses related to preparing the building or any retail activity, such as the gift shop, will not be reimbursed by Fund Benefits. The Applicant will have until January 31, 2023 to complete its Project. Fund Benefits are to be paid out upon Project completion. It is anticipated that: (1) funds would be disbursed in arrears in a manner proportionate to the total for eligible expenses; and (2) reimbursement would be made upon presentation to NYPA of invoices and such other documentation acceptable to NYPA such as verification that the Applicant has incurred eligible expenses of approximately $1.365M.

Western NY Power Proceeds Allocation Board
Exhibit "B"

Criteria adapted from the Western NY Power Proceeds Allocation Board's "Procedures for the Review of Applications for Fund Benefits"

1. The extent to which an award of Fund Benefits would be consistent with the strategies and priorities of the Regional Economic Development Council ("REDC") having responsibility for the region in which an Eligible Project is located.[1] The Western New York Regional Economic Development Council which is responsible for Eligible Projects in Erie and Niagara Counties Strategies & Priorities are:

   - Promote "Smart Growth" by investing in areas that infrastructure already exists and achieves certain goals, such as: preserving historic buildings; reviving downtowns; reviving main streets; investing in existing neighborhoods; and investing in former industrial sites. A project consistent with Smart Growth will also focus on: enhancing walkability; enhancing multiple modes of transportation; connecting disadvantaged communities to employment clusters; spurring mixed-use private investment in existing communities and preserving/enhancing natural lands and or resources.
   - Promote workforce development by increasing diversity in the labor force, developing and cultivating that includes workers with advancement potential, underemployed, unemployed and special population; align education and skills training to job market for current and future industry needs.
   - Foster entrepreneurship and new business formation and growth. Designing a plan that brings new technologies and/or products to the marketplace, increases new start ups in strategic industries and facilitates the commercialization of products that can lead to job growth in the Region.
   - Increase the industry profile of agriculture in WNY by: creating better access to markets; creating new products; creating new more efficient processes; creating strong regional brands; creating programs that promote careers in agriculture.
   - Utilize Western New York's proximity to Canadian and U.S. population centers to advance economic development in WNY. Bi-national projects will: utilize cross-border planning to create transportation and logistical infrastructure; improve

[1] As provided for in EDL § 189-c(4), criteria 2-15 are adapted from the criteria for eligibility for Expansion Power, Replacement Power and Preservation Power under Public Authorities Law § 1005. The specific criteria identified in PAL § 1005(13)(b)(4)-(5) are relevant to power allocations under these programs but do not have any logical application to allocations of Fund Benefits. Therefore, the Board does not expect to use these criteria to evaluate applications for Fund Benefits. Additionally, in accordance with PAL § 1005(13), criteria 13-15 listed herein will only be used in the case of Eligible Projects which are proposed by Applicants as, and determined by the Board to be, "revitalization" projects.

operational relationships; promote the attractiveness of WNY as a hub for global trade.

- Position the WNY region as a global energy hub through new sources of clean energy, energy efficiency and energy efficient transportation.
- Support growth of advanced manufacturing by making research more available to manufacturers to help them innovate.
- Spur growth in the health and life sciences industry through improved commercialization, recruit high profile research talent and reducing the cost burden of healthcare while improving health outcomes.
- Expand the scope of higher education by increasing accessibility to Higher Education for communities that currently have limited access to educational opportunities; better aligning education with the industry needs and creating support structures for start-ups which will assist start-ups with commercialization, business planning, workforce preparation, facilities, etc.
- Grow visitors and visitor spending by raising the profile of WNY as a national and international destination; connect multiple tourist destinations in WNY; improve the profile of the WNY Gateway to the United States.

For more information on the Western New York Regional Economic Development Council please go to http://regionalcouncils.ny.gov/content/western-new-york.

2. The extent to which an award of Fund Benefits would be consistent with the strategies and priorities of the Regional Economic Development Council ("REDC") having responsibility for the region in which an Eligible Project is located.[2] The Finger Lakes Regional Economic Development Council which is responsible for Eligible Projects in Orleans and Genesee Counties Strategies & Priorities can be found at: http://regionalcouncils.ny.gov/content/finger-lakes.
3. The number of jobs that would be created as a result of an award of Fund Benefits.
4. The applicant's long term commitment to the region as evidenced the current and/or planned capital investment in applicant's facilities in the region.
5. The ratio of the number of jobs to be created to the amount of Fund Benefits requested.
6. The types of jobs that would be created, as measured by wage and benefit levels, security and stability of employment.
7. The amount of capital investment, including the type and cost of buildings, equipment and facilities, proposed to be constructed, enlarged or installed.
8. The extent to which an award of Fund Benefits would affect the overall productivity or competitiveness of the applicant and its existing employment.

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[2] As provided for in EDL § 189-c(4), criteria 2-15 are adapted from the criteria for eligibility for Expansion Power, Replacement Power and Preservation Power under Public Authorities Law § 1005. The specific criteria identified in PAL § 1005(13)(b)(4)-(5) are relevant to power allocations under these programs but do not have any logical application to allocations of Fund Benefits. Therefore, the Board does not expect to use these criteria to evaluate applications for Fund Benefits. Additionally, in accordance with PAL § 1005(13), criteria 13-15 listed herein will only be used in the case of Eligible Projects which are proposed by Applicants as, and determined by the Board to be, "revitalization" projects.

9. The extent to which an award of Fund Benefits may result in a competitive disadvantage for other business in the State.
10. The growth potential of the applicant's facilities and the contribution of economic strength to the area in which the applicant's facilities are or would be located.
11. The extent of the applicant's willingness to satisfy affirmative action goals.
12. The extent to which an award of Fund Benefits is consistent with state, regional and local economic development strategies and priorities and supported by local units of government in the area in which the business is located.
13. The impact of an award of Fund Benefits on the operation of any other facilities of the applicant, and on other businesses within the region.
14. That the business is likely to close, partially close or relocate resulting in the loss of a substantial number of jobs.
15. That the applicant is an important employer in the community and efforts to revitalize the business are in long-term interests of both employers and the community.
16. That a reasonable prospect exists that the proposed award of Fund Benefits will enable the applicant to remain competitive and become profitable and preserve jobs for a substantial period of time.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES and CANAL CORPORATION BOARD OF DIRECTORS**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

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

SUMMARY

The Trustees and Board of Directors ("Board") are requested to approve the award and funding of the multiyear procurement (services) contracts listed in Exhibit "A," in support of projects and programs for the Authority's and Canal Corporation's Business Units/Departments and Facilities. Detailed explanations of the recommended awards and extensions, including the nature of such services, the basis 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 the 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 and Canal Corporation's Guidelines for Procurement Contracts require the Trustees' and Board approval for procurement contracts involving services to be rendered for a period in excess of one year.

The Authority's and Canal Corporation's Expenditure Authorization Procedures ("EAPs") require the Trustees' and Board 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 awards.

The Authority's and Canal Corporation's EAPs also require the Trustees' and Board 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 and Board are requested to approve the award and funding of the multiyear procurement (services) contracts listed in Exhibit "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 and Canal Corporation to terminate the services for the Authority's and Canal Corporation'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 and Canal Corporation 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 are 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 "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' and Board 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 and Canal Corporation to terminate the services at the Authority's and Canal Corporation'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 and Canal Corporation to a specific level of personnel resources or expenditures.

Extension of the contracts identified in Exhibit "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 and Canal Corporation 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 and Canal Corporation needs to continue until a permanent system is put in place.

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

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

Business Services – Treasury

The proposed pre-qualified pool of Investment Managers among the referenced alternative asset classes will be used to award an agreement directly or via future mini-bids for all part of the services for a period of 5 years. Interim approval is requested to engage firms from the prequalified pool in discussions for upcoming financing opportunities for Q2. The prequalified firms were selected based on a Request for Qualifications ("RFQ") **(Q20-7051RM)** issued by the Authority on October 21, 2020. The Authority only pre-qualified these firms and has not entered into any contractual obligations with them. Firms selected to participate in financing opportunities will enter into Investment Management assignments. The pre-qualified firms are:

Investment Managers: *Apax Partners LLP, ASB Real Estate Investments, Ascentris LLC, Benefit Street Partners LLC, Braemar Energy Ventures, Brookfield Asset Management Private Institutional Capital Adviser US LLC., Capital Dynamics Inc., CBRE Global Investors, CenterSquare Investment Management LLC, Crestline Management L.P., GCM Grosvenor, HarbourVest Partners LLC, Manulife Investment Management Private Markets (US) LLC, Mesirow Financial Private Equity Advisors Inc., Monroe Capital LLC, NB Alternate Advisors LLC, New Mountain Capital LLC, Pantheon Ventures (US) LP, Pathway Capital Management, PCCP LLC, Pacific Investment Management Company LLC, Portfolio Advisors LLC, Stafford Capital Partners, Torchlight Investors LLC, Waterton Associates LLC and WP Global Partners*

At their July 31, 2007 meeting, the Trustees (1) approved the creation of the Power Authority of the State of New York OPEB 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. Power Authority Staff, alongside its financial advisor, annually reviews the OPEB allocation strategy to assess whether the Trust will track toward its actuarial 7% average return goal and, if necessary, to redeploy assets in anticipation of significant economic and market changes. At their March 23, 2020 meeting, the Trustees approved amendments to the Investment Policy Statement for the OPEB Trust that include the addition of Private Markets/Alternative asset classes among its permissible investments.

After annual review of the asset allocation study and additional analysis with the help of its financial advisor, the OPEB Investment Committee determined that Private Market/Alternative Asset strategies should offer respective diversification from the concentration of larger cap domestic and international equities, public real estate, and domestic interest rates currently in the Trust portfolio, and high returns. Staff's recommendation of the pre-qualification of the Investment Managers noted above for a period of five years, to February 28, 2026, is hereby requested. No additional cost is anticipated, and no funds are requested. It should also be noted that Ascentris, Braemar Energy Venture, Monroe Capital, NB Alternatives Advisors, Pantheon Ventures, PCCP, and WP Global Partners are Small Business Enterprises.

Legal Affairs – Community and Government Relations

The proposed non-personal services contract with **Friends of the RMSP Nature Center, Inc., dba Nicandri Nature Center ("Friends") (Q20-7065BS)**, would provide for the Operation and Maintenance of the Nicandri Nature Center in Massena, NY. The New York Power Authority owns the Nicandri Nature Center, a free community resource that provides recreational opportunities and educational programming to the public on a daily- basis. The contract requires Friends to provide detailed plans to maintain exhibits, animals and displays, trails and building conditions, provide educational programming and recreational activities on a year-round basis and to provide staffing of qualified personnel to ensure overall management and direction of the Nature Center's operations, ensure exhibit and facility maintenance, programming and day to day upkeep and animal care. 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 evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contract to Friends which is technically and commercially qualified. 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, $2,257,922. It should be noted that Friends is a Small Business Enterprise.

Utility Operations – Enterprise Resiliency

The proposed personal services contract with **Aptim Corporation dba Aptim Environmental & Infrastructure LLC ("Aptim") (Q20-7064CC)**, is for EH&S Compliance Audit of approximately four to seven Authority locations. The audits are to evaluate the effectiveness of the Authority's efforts to meet the applicable environmental, health and safety requirements. 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 firms/entities were listed as having been invited to, or requested to participate in, the Ariba event. Six proposals were received electronically via Ariba and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of contract to Aptim 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 three years with an optional two 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, $1 million.

Utility Operations – Environmental Health and Safety

The proposed personal services contract with **Anderson Medical P.C. dba Emergency One ("Anderson") (N21-20150832GJ)** would provide Occupational Health Services for the Niagara, St. Lawrence, Zeltmann, and B-G Power Projects. The requested services require suppliers to be capable of providing occupational health services at all four locations. In order to leverage spend for this service, a single contract was requested for all four locations. 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. One proposal was received electronically via Ariba and evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Anderson 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 not-to-exceed two years beginning on or about April 1, 2021, 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. It should be noted that Anderson is a NYS certified Minority-owned Business Enterprise and a Small Business Enterprise.

Utility Operations – Facility & Infrastructure PM

The proposed non-personal services contract with **Harvard Maintenance, Inc. ("Harvard") (Q21-7068JM)** would provide Door Repair and Maintenance Services for the White Plains Office. The requested services include inspection and preventative maintenance visits twice per year for the revolving and swing doors 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. Six 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 evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Harvard 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 beginning on or about April 15, 2021, 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. It should be noted that Harvard is a Small Business Enterprise.

Utility Operations – General Maintenance - NIA

The proposed non-personal services contract with **BIDCO Marine Group Inc. ("BIDCO") (N21-20149349GJ)** would provide Penstock and Draft Tube Inspection Services for the Niagara Power Project. The requested inspection services require specific expertise and equipment. 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. One proposal was received electronically via Ariba and evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to BIDCO 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 four years beginning on or about April 1, 2021, 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, $300,000. It should be noted that BIDCO is a Small Business Enterprise.

Utility Operations – General Maintenance - STL

The proposed non-personal services contract with **Waste-Stream, Inc. dba Casella Waste Services ("Casella") (S21-3659LH)** would provide Waste Management Services for the St. Lawrence/FDR Project. 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. Six 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 evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Casella which is the qualified low bidder. The contract is for an intended term of three years beginning on or about April 4, 2021, 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, $450,000.

Utility Operations – Maintenance Resource Management - POL

The proposed non-personal maintenance services contract with **American Electrical Testing Company LLC ("AET") (A21-002324DW)** would provide Switchyard Maintenance and Testing for the South East New York facilities. Switchyard maintenance services are conducted to ensure the continued integrity and reliability of the switchyard equipment. High voltage switchyards are located at each power plan in the SENY region and require preventative, general, and occasionally emergency, maintenance. 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. Twelve firms/entities were listed as having been invited to, or requested to participate in, the Ariba event. Seven 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 AET which is 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 contract is for an intended term of five years, beginning on or about April 1, 2021, 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 – Project Management - Infrastructure

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contracts with **M.J. Engineering and Land Surveying P.C. ("MJ"), (4500328256)** for a Condition Assessment of the White Plains Office Garage became effective February 5, 2021, with an initial interim award amount of $14,500, subject to the Trustees' ratification, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. The six-level parking garage was constructed in the 1980s using precast concrete. The New York Department of State adopted a rule that amends Parts 1202, 1203, and 1204 of Title 19 of the NYCRR. The amendments require cities, towns, villages, counties, and State agencies that are responsible for administering and enforcing the Uniform Code to require the owners of parking garages to have periodic condition assessments of those parking garages performed by qualified professional engineers. To fulfill this requirement, the Authority is required to retain services from a qualified engineering consultant to assess the condition of the garage and deliver an assessment report every three years. 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-five firms/entities were listed as having been invited to, or requested to participate in, the Ariba event. Ten 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 MJ 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. This contract is for an intended term of six 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 – Project Management (Northern, NY)

Due to the need to meet and maintain the Authority's project schedule, the proposed construction services contract with **Bette & Cring, LLC ("B&C") (4500328394)** for the construction of the New Field Office for New York State Department of Environmental Conservation ("NYSDEC") Project became effective

February 11, 2021, with an initial interim award amount of $250,000, subject to the Trustees' ratification, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. In November 2009, in support of the FERC license application, the Authority and the NYSDEC entered into a Cooperation Agreement ("Agreement") that established that DEC shall operate, manage, and maintain the Wilson Hill Wildlife Management Area Project and the Habitat Improvement Projects consistent with the License and adopted management plans. In 2018, the NYSDEC requested that the Authority construct a new field office to house NYSDEC's operations needed to meet the requirements of the Agreement and replacing its current office location and building whose lease will expire in 2021. As a result, thereof, 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. Fifteen firms/entities were listed as having been invited to, or requested to participate in, the Ariba event. Three statements of qualification were received electronically via Ariba and were evaluated. Subsequently, a Request for Proposals **(Q20-7083BSM)** was issued to two of the qualified firms. Two proposals were received and evaluated as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to B&C which is 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 contract is for an intended term of two 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, $1,449,210.

Utility Operations – Site Administration - SENY

The proposed non-personal services contracts with **Atlantic Crane LLC ("Atlantic")** and **Bay Crane Service of New York, Inc. ("Bay Crane") (A21-002305DW)** would provide for Crane and Operator Rental Services for the Authority's South East New York ("SENY") facilities. SENY power plans require the removal and/or transfer of heavy-duty equipment performed via various boom and gantry cranes. To utilize these vehicles, trained operators and riggers are required. 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. Six 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 Bay Crane and Atlantic 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 contract is for an intended term of five years, beginning on or about April 1, 2021, 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, $5 million. It should be noted that Bay Crane is a Small Business Enterprise.

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

Utility Operations – Waterways Maintenance

Due to the need to meet and maintain Canal Corporation's project schedule, the proposed non-personal services contract with **YSI, Inc. ("YSI") (4400005558)** would provide maintenance for Gage Systems and became effective February 3, 2021 with an initial interim award amount of $200,000, subject to the Board's approval, in accordance with the Canal's Guidelines for Procurement Contracts and EAP's. YSI will perform all preventative maintenance prescribed by device manufacturers including, but not limited to, winterizing service, Spring startup service, gage calibrations, testing, parts replacement, documenting and reporting. The contract is for an intended term of three years with an option for two additional years, subject to the Boards' approval, which is hereby requested. Approval is also requested for the amount expected to be expended for the term of the contract, $2,506,565.

Authority Extensions and/or Additional Funding Requests:

Utility Operations – Environmental Health and Safety

On March 18, 2020, a personal services contract was issued to **Alliance Homecare, Inc., dba Alliance Nursing dba Alliance Homecare ("Alliance") (4500319743)** for a term of one year in the amount of $60,000 to provide WPO Nursing Support for COVID -19. The contract provides for nurses to answer COVID-19 and general health questions, provide vitals for staff as needed, provide support for injuries and sudden ailments and to promote control of communicable and infectious diseases as well as assist in any health-related activities. Two Change Orders were issued during the term of the contract which added $185,500 to the amount of the contract. Due to continuing COVID-19 precautions and the need to continue these services, staff requests the Trustee's approval for a one-year extension through March 17, 2022 with interim approval from March 18, 2021 through March 30, 2021. Additional funds in the amount of $220,000 are also being requested.

Canal Corporation Extensions and/or Additional Funding Requests:

Utility Operations – Construction

On February 18, 2020, Canal Corporation issued a six-month construction services contract to **Wayside Nursery, Inc. ("Wayside") (4400004824)** in the amount of $1,049,098.30 for the Landscaping on the Canalway Trail in Monroe and Orleans Counties. Due to the COVID-19 pandemic this project was suspended from March 2020 through January 2021; this suspension of work has necessitated a project completion date extension. Staff requests the Board's approval for an extension from the original completion date of August 18, 2020 to August 17, 2021 with interim approval from January 20, 2021 through March 30, 2021. No additional funding is being requested at this time. It should be noted that Wayside is a Women-Owned Business Enterprise.

FISCAL INFORMATION

Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2021 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 Vice President – Strategic Supply Management; the Vice President – Project Management; the Vice President – Environmental, Health & Safety; the Vice President – Community & Government Relations; the Vice President – Enterprise Resilience; the Regional Manager of B-G; the Regional Manager of SENY; the Regional Manager of STL; Treasurer; the Regional Manager – Canal Corporation; the Canal Eastern Division Construction Manager recommend that the Trustees and Board approve the award of multiyear procurement (services) and other contracts to the companies listed in Exhibit "A," and the extension and/or funding of the procurement (services) contracts listed in Exhibit "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.

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and Canal Corporation, the award and funding of the multiyear procurement services contracts set forth in Exhibit "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 memorandum of the President and Chief Executive Officer; and be it further

RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and Canal Corporation, the contracts listed in Exhibit "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 memorandum 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 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, 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.

Procurement (Services) and Other Contracts – NYPA Awards
(For Description of Contracts See "Discussion")

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
BUSINESS SERVICES - TREASURY	**Q19-7051RM – 26 Vendors** **1. APAX PARTNERS LLP** London **2. ASB REAL ESTATE INVESTMENTS** Bethesda, MD **3. ASCENTRIS LLC** Denver, CO **4. BENEFIT STREET PARTNERS LLC** New York, NY **5. BRAEMAR ENERGY VENTURES** New York, NY **6. BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISOR US LLC** New York, NY **7. CAPITAL DYNAMICS, INC.** New York, NY **8. CBRE GLOBAL INVESTORS** Los Angeles, CA **9. CENTERSQUARE INVESTMENT MANAGEMENT LLC** Plymouth Meeting, PA **10. CRESTLINE MANAGEMENT L.P.** Fort Worth, TX	03/03/20	Provide for pre-qualified underwriting pool for NYPA debt issuances	03/02/25	B/P			**N/A***

*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

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
BUSINESS SERVICES - TREASURY	**11. GCM GROSVENOR** New York, NY							
	12. HARBOURVEST PARTNERS LLC Boston, MA							
	13. MANULIFE INVESTMENT MANAGEMENT PRIVATE MARKETS (US) LP Boston, MA							
	14. MESIROW FINANCIAL PRIVATE EQUITY ADVISORS LLC Chicago, IL							
	15. MONROE CAPITAL LLC Chicago, IL							
	16. NB ALTERNATIVES ADVISORS LLC New York, NY							
	17. NEW MOUNTAIN CAPITAL LLC New York, NY							
	18. PACIFIC INVETMENT MANAGEMENT COMPANY LLC Newport Beach, CA							
	19. PANTHEON VENTURES (US) LP San Francisco, CA							
	20. PATHWAY CAPITAL MANAGEMENT LP Irvine, CA							
	21. PCCP LLC Los Angeles, 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
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Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
BUSINESS SERVICES - TREASURY	**22. PORTFOLIO ADVISORS LLC** Darien, CT **23, STAFFORD CAPITAL PARTNERS, INC.** Austin, TX **24. TORCHLIGHT DEBT FUND VII GP LP** New York, NY **25. WATERTON** Chicago, IL **26. WP GLOBAL PARTNERS** New York, NY					*Note: No funds are requested, rather concurrence / approval for continued status within pre-qualified underwriting pool		
LEGAL AFFAIRS – COMMUNITY & GOVERNMENT RELATIONS	**FRIENDS OF THE RMSP NARURE CENTER, INC. dba NICANDRI NATURE CENTER** Massena, NY **(Q20-7065BS)**	04/01/21	Provide Operation and Maintenance of the Nicandri Center	03/31/26	B/S	*Note: represents total of for up to 5-year term		**$2,257,922***
UTILITY OPERATIONS – ENTERPRISE RESILIENCY	**APTIM CORPORATION dba APTIM ENVIRONMENTAL & INFRASTRUCTURE LLC** New York, NY **(Q20-7064CC)**	03/30/21 (on or about)	Provide EH&S Compliance Audit	03/29/24	B/P	*Note: represents total of for up to 3-year term with an optional two years		**$1 million***
UTILITY OPERATIONS – ENVIRONMENTAL HEALTH AND SAFETY	**ANDERSON MEDICAL P.C. dba EMERGENCY ONE ♦** Kingston, NY **(N21-20150832GJ)**	04/01/21	Provide Occupational Health services for the Niagara, St. Lawrence Zeltman and Blenheim-Gilboa Power Projects	03/31/23	B/P	*Note: represents total of for up to 2-year term		**$500,000***

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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")

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
UTILITY OPERATIONS – FACILITY & INFRASTRUC -TURE PM	**HARVARD MAINTENANCE, INC.** New York, NY **(Q21-7068JM)**	04/15/21	Provide Door Repair and Maintenance services for the WPO	04/14/26	B/S	*Note: represents total for up to 5-year term		**$100,000***
UTILITY OPERATIONS – GENERAL MAINTENANCE - NIA	**BIDCO MARINE GROUP, INC.** Buffalo, NY **(N21-20149349GJ)**	04/01/21	Provide Penstock and Draft Tube Inspection services for Niagara Power Project	03/31/25	B/S	*Note: represents total for up to 4-year term		**$300,000***
UTILITY OPERATIONS – GENERAL MAINTENANCE - STL	**WASTE-STREAM, INC. dba CASELLA WASTE SERVICES** Williston, VT **(S21-3659LH)**	04/04/21	Provide Waste Management services for the St. Lawrence / FDR Project	04/03/24	B/S	*Note: represents total for up to 3-year term		**$450,000***
UTILITY OPERATIONS – MAINTENANCE RESOURCE MANAGEMENT - POL	**AMERICAN ELECTRICAL TESTING COMPANY LLC** Philadelphia, PA **(A21-002324DW)**	04/01/21	Provide Switchyard Maintenance and Testing for the Southeast NY Facilities	03/31/26	B/S	*Note: represents total for up to 5-year term		**$5 million***
UTILITY OPERATIONS – PROJECT MANAGEMENT - INFRASTRUC -TURE	**M.J. ENGINEERING AND LAND SURVEYING P.C.** Clifton Park, NJ **(4500328256)**	02/05/21	Provide WPO Garage Condition Assessment	02/02/27	B/P	$14,500 *Note: represents total for up to 6-year term; Interim requested for February 5, 2021 start and $14,500 amount		**$100,000***

♦ 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")

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
UTILITY OPERATIONS – PROJECT MANAGEMENT - NORTHERN NY	**BETTE & CRING LLC** Latham, NY **(4500328394)**	02/11/21	Provide construction of the New Field Office for New York State Department of Environmental Conservation ("NYSDEC") Project	02/10/23	B/C	$250,000	*Note: represents total for up to 2-year term; Interim requested for February 11, 2021 start and $250,000 amount	**$1,449,210***
UTILITY OPERATIONS - SITE ADMINISTRATION - SENY	**A21-002305DW7; 2 Awards** **1. ATLANTIC CRANE LLC** Farmingdale, NY **2. BAY CRANE SERVICE OF NEW YORK, INC.** Long Island City, NY	04/01/21	Provide Crane and Operator Rental services for NYPA's South East New York ("SENY") facilities	03/31/26	B/S		*Note: represents total aggregate value for a 5-year term	**$5 million ***

♦ 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) Contracts – NYPA Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

Plant Site/ Bus. Unit	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Authorized Expenditures For Life Of Contract
UTILITY OPERATIONS - ENVIRONMENTAL HEALTH & SAFETY	**ALLIANCE HOMECARE, INC. dba ALLIANCE NURSING dba ALLIANCE HOMECARE** New York, NY **(4500319743)**	03/18/2020	Provide WPO Nursing Support for COVID-19	03/17/2022	B/P	*Note: represents total for 2-year term, including an 1-year extension; requesting interim approval from March 18, 2021 thru March 30, 2021; including additional funding request of $220,000	$241,812.49	**$465,500***

♦ **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; C= Competitive Search; S= Sole Source; Si = Single Source**
2 **Contract Type:** **P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; L= Legal Service**

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Procurement (Non-Personal Services) Contract**
Fraser SVC Control and Relay Upgrade Project
Capital Expenditure Authorization Request and Contract Award

SUMMARY

The Trustees are hereby requested to approve Capital Expenditure Authorization Request in the amount of $9,842,000 for the Fraser SVC Control and Relay Upgrade Project ("Project").

The Trustees are also requested to approve the award of a competitively bid, two-year engineering, procurement, construction services ("EPC") contract to ABB Enterprise Software, Inc. ("ABB") of Raleigh, N.C. in the amount of $6,631,458 for the Fraser SVC Controls and Relay Upgrade Project. Preliminary funding of $500,000 was previously approved by the Chief Operating Officer.

BACKGROUND

In accordance with the Authority's Capital Planning and Budgeting Procedures, capital expenditures of more than $6 million require Trustee approval.

Section 2879 of the Public Authorities Law and the Authority's Guidelines for Procurement Contracts require Trustee approval for procurement contracts involving services to be rendered for a period in excess of one year. Additionally, in accordance with the Authority's Expenditure Authorization Procedures, the award of non-personal services contracts exceeding $6 million require Trustee approval.

The Fraser SVC system was originally installed in 1988 and the control system was upgraded in 2001. The system operates continually. The computer control system (ABB MACH 2), communication boards and relay protections have exceeded their life expectancy and/or are antiquated. The Project includes upgrade of the computer control system to ABB MACH 3, update of the relay equipment and protection scheme to current technology, upgrade of cooling skids, replacement of the current station service voltage regulator, and allow for remote operation and monitoring to comply with NERC CIP requirements.

The Authority has an agreement with the New York State Electric and Gas Corporation ("NYSEG") to operate and maintain the Fraser SVC. NYSEG has limited supply of spare parts on hand in case of component failure. Support of installed equipment has ended by ABB and its sub-suppliers. NYSEG has a spare computer, which has been swapped with that in operation, sending the removed unit to ABB.

Given the age of the Fraser SVC, it is recommended that an upgrade be planned and performed in the near future to avoid failure leading to a prolonged outage of 12-16 months.

DISCUSSION

The Authority's Request for Proposal (Q20-7053BS) was advertised via Ariba e-sourcing and in the New York State *Contract Reporter* on October 13, 2020.

Two proposals were received on December 8, 2020 via the ARIBA e-sourcing portal:

Bidder	**Location**	**Evaluated Price**
ABB Enterprise Software, Inc.	Raleigh, NC	$ 6,631,458.00
Mass Electric Construction Co.	Waltham, MA	$ 5,236,000.00

Proposals submitted were reviewed against established criteria by the evaluating committee ("Committee") comprised of Authority staff from Engineering, Strategic Supply Management, Quality, Safety, Operations, Project and Construction Management. The criteria included cost, technical compliance, quality assurance and quality control, prior experience of delivering equipment to the Authority, and support to the project delivery schedule.

Mass Electric ("MEC") complied with all Technical requirements and was the lowest bidder. However, MEC did not provide complete pricing. Their proposal demonstrated a lack of understanding of the RFP. Subcontractors were listed as companies that could perform the studies although their experience was not specific to SVC's. Dynamic studies and RT Simulator costs were higher.

MEC also stated that control equipment for the MACH 3 would be negotiated after the contract was awarded. This risk would impact project schedule and cost for the Authority with issuance of Change Orders.

In addition, the OEM would not provide a pricing list for components which they would be required to use on this equipment. MEC took an exception to the schedule stating that procurement of components depended on the OEM which they could not guarantee. MEC is not NERC CIP-13 certified.

The Committee requested additional clarification of ABB's proposal. ABB performed a presentation to discuss their understanding of the RFP, and how the work would be sequenced to achieve the Authority's schedule. The presentation was followed-up with a question-and-answer session which provided a strong and clear understanding of the RFP and Technical requirements, with adherence to the Authority's schedule.

The control and relay equipment are critical assets to the bulk electric system ("BES"); replacement must be procured from suppliers that are compliant with NERC CIP-13 requirements and qualified as BES equipment suppliers to the Authority.

The RFP requests an additional five-year annual service maintenance agreement; the OEM services are required for warranty and preferred for expertise with their design equipment. The supplier possesses an exclusive and predominant capability that must match existing equipment for compatibility, spare parts, and site services.

The Committee concluded that ABB submitted the best value proposal to the Authority that met the Authority's technical requirements, contractual terms and conditions and project delivery schedule. ABB has a history of successfully providing relay and control equipment to the Authority.

Therefore, the Committee recommends awarding a contract to ABB for the reasons stated above. The contract award authorization shall be for $6,631,458.

Capital Expenditures in the amount of $500,000 were previously approved for preliminary engineering.

The total capital expenditure authorization request is comprised of the following:

Engineering/ Design	$ 500,000
Procurement	$ 252,000
Construction/Installation	$ 7,385,500
Project Closeout	$ 50,000
Authority Direct and Indirect Expenses	$ 1,654,500
TOTAL	$ 9,842,000

The proposed funding for this Project is included in the approved Four-Year Capital Plan.

FISCAL INFORMATION

Payment associated with this Project will be made from the Authority's Capital Fund and will be recovered under the Authority's FERC approved formula rate.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Project Delivery, the Regional Manager – Transmission, the Vice President – Strategic Supply Management and the Acting Vice President – Project Management recommend that the Trustees approve capital expenditures in the amount of $9,842,000 and the award of a two-year contract to ABB Enterprise Software Inc. in the amount of $6,631,458 for engineering, procurement, construction services for the Fraser SVC Control and Relay Upgrade Project ("Project").

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, that pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $9,842,000 are hereby authorized for the Fraser SVC Control and Relay Upgrade Project in accordance with, and as recommended in, the foregoing memorandum of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs of the Fraser SVC Control and Relay Upgrade Project.

Capital	**Expenditure Authorization**
Fraser SVC Control and Relay Upgrade	$9,842,000

AND BE IT FURTHER RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority, and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a two-year contract to ABB Enterprise Software, Inc. of Raleigh, NC, in the amount of $6,631,458 for the engineering, procurement, and Commissioning of the Fraser SVC Control and Relay Upgrade Project.

Contractor	**Contract Approval**
ABB Enterprise Software, Inc. Raleigh, NC	$6,631,458
Q20-7053BS	

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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Date: **March 30, 2021**

To: **THE TRUSTEES**

From: **THE PRESIDENT and CHIEF EXECUTIVE OFFICER**

Subject: **Acquisition of 24 Acres of Real Property**
Town of Massena, County of St. Lawrence

SUMMARY

The Trustees are requested to authorize the acquisition by purchase or eminent domain of approximately 24 acres of real property, presently owned by Keith Avery, in the Town of Massena, County of St. Lawrence, as more particularly shown on the attached Exhibit "A," for the sum of Two Hundred Thousand ($200,000.00) Dollars.

BACKGROUND

This acquisition is in support of the Northern NY Priority Transmission Project ("NNYPTP"), which involves the completion of Phase 2 of the Moses-Adirondack 1& 2 Circuit rebuild and rebuild of the Moses-Willis 1 & 2 Circuits. The project requires the construction of a new 230/345 kV Substation to serve as a bulk transmission hub upon conversion of the existing 230 kV circuits to 345 kV operation.

Staff compared rebuilding the four existing circuits back to the STL Power Project, as currently aligned, to the construction of a new substation at the natural inflection and meeting point in Massena (Avery Property). It was determined that construction of the new substation at the Avery Property was more cost-efficient as it reduced overall transmission rebuild requirements by approximately 8 miles. This property is directly adjacent to the right-of-way ("ROW"), is the natural point of interconnection for all the impacted transmission circuits, and will result in the least amount of additional ROW acquisition and overall public and environmental disturbance, as NYPA has an existing transmission line easement on approximately 7.5 acres of the requested 24 acres.

DISCUSSION

After extensive negotiations with the landowner, NYPA agreed to purchase the property for the sum of $200,000, subject to satisfactory completion of due diligence, preparation of a survey, and confirmation of clear title. Staff believes this price to be reasonable given the property's unique and strategic location and its identification as the preferred location for the new substation.

As part of the acquisition, NYPA will convert its current easement interest in approximately 7.5 acres of the property to a fee interest and acquire the remainder directly in fee.

Siting of the new substation is contingent upon PSC approval. However, due to the relatively short timetable for anticipated commencement of the NNYPTP, acquisition of the preferred site is warranted to avoid project delays.

The Authority's Expenditure Authorization Procedures governing real estate require the Trustees' approval for the acquisition of fee interests in real property where the fair market value exceeds $20,000.

FISCAL INFORMATION

Funds required for the acquisition will come from the Authority's Capital Fund.

RECOMMENDATION

The Vice President – Project Development and the Vice President – Enterprise Shared Services recommend that the Trustees approve the acquisition by purchase or eminent domain of approximately 24 acres of real property, in the Town of Massena, County of St. Lawrence in support of the Northern NY Priority Transmission Project.

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

Gil C. Quiniones
President and Chief Executive Officer

R E S O L U T I O N

RESOLVED, That the President and Chief Executive Officer and the Vice President – Enterprise Shared Services be, and hereby are, authorized to acquire, by purchase or eminent domain, a fee interest in approximately 24 acres of real property located in the Town of Massena, St. Lawrence County, on substantially the terms set forth herein, subject to approval of lease documents by the Executive Vice President 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 the approval by the Executive Vice President and General Counsel; 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.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

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

January 26, 2021

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3. Minutes of the Regular Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on December 9, 2020	56	
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Minutes of the Regular Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held via video conference at approximately 9:20 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
Kristine Pizzo	Executive Vice President and Chief Human Resource & Administrative Officer
Sarah Salati	Executive Vice President and Chief Commercial Officer
Robert Piascik	Senior Vice President & Chief Information Officer
Keith Hayes	Senior Vice President – Clean Energy Solutions
Yves Noel	Senior Vice President – Strategy & Corporate Development
Philip Toia	Senior Vice President – Power Supply
Karen Delince	Vice President and Corporate Secretary
Daniella Piper	Vice President – Digital Transformation Office and Chief of Staff
John Canale	Vice President – Strategic Supply Management
Patricia Lombardi	Vice President – Project Management
Eric Meyers	Vice President – Chief Information Security Officer
Anne Reasoner	Vice President – Budgets and Business Controls
Saul Rojas	Vice President – Enterprise Resilience
Gerald Goldstein	Assistant General Counsel – Contracts, Licensing & Environmental
Victor Costanza	Senior Director – Configuration Control & Deputy CISO
Adrienne Lotto	Senior Director – Energy Security & Resilience Programs
Lawrence Mallory	Sr. Director – Physical Security & Crisis Management
Egle Travis	Sr. Director – Revenue & Pricing Analysis
Thakur Sundeep	Controller
Mary Cahill	Manager – Executive Office
Richard Goldsmith	Finance Project Manager
Lorna Johnson	Senior Associate Corporate Secretary
Sheila Quatrocci	Associate Corporate Secretary
Michele Stockwell	Project Coordinator – Executive Office

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 January 26, 2021 Proposed Meeting Agenda

On motion made by Trustee Balboni and seconded by Trustee Trainor, the members adopted the meeting Agenda, as amended.

Conflicts of Interest

Chairman Koelmel and members Nicandri, Picente, McKibben, Balboni and Trainor declared no conflicts of interest based on the list of entities previously provided for the members' 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 employment history of a particular person, pursuant to §105 of the Public Officers Law." On motion made by Trustee Picente and seconded by Trustee Trainor, 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 Vice Chair Nicandri and seconded by Trustee Balboni, the meeting resumed in Open Session.

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

4. DISCUSSION AGENDA:

a. Strategic Initiatives

i. President and Chief Executive Officer's Report

President Quiniones provided an update on NYPA's response to the COVID-19 pandemic and NYPA's 2020 accomplishments in the face of adversity (Exhibit 4a i-A).

1. **COVID-19 Update**

NYPA was able to keep its employees safe during the COVID-19 pandemic despite the difficulties and complications. The health and safety of the NYPA/CANAL employees was the Authority's number one priority in every decision made during that time. In addition, NYPA reliably operated its power generation and transmission system across the state.

NYPA developed and adhered to very specific COVID-19 countermeasure protocols. As a result, the Authority's employee positivity rates remain extremely low and below state averages. For example, NYPA has a robust testing and contact tracing strategy in place, in addition to educating its employees and making sure that they are following CDC and Department of Health guidelines. NYPA also partnered with SUNY Upstate Medical University in Syracuse, New York, on its saliva-based testing protocol and have been employing this testing approach across the Authority's power plants and control centers, statewide.

2. **2020 Accomplishments**

- **Overall Performance**
  Despite the pandemic and the difficulties associated with it, NYPA met each of its performance metrics through December 2020. Some of the metrics were adjusted because of the COVID-19 pandemic, nevertheless, this result is a statement of great execution by the employees of NYPA and CANALs in collaboration with the Board of Trustees and the stakeholders.

- **COVID-19 Response**
  NYPA accomplished the following:
  - Implemented responsible "Return to Work" plans that included a safe, regional phased approach.
  - Robust Contact Tracing Program.
  - Communicated regularly with employees and customers.
  - Launched Economic Development Customer Assistance Program, assisting customers by giving them a forbearance in paying their electric bills and expanding the hydro allocations to make their budgeting more predictable during the recession from the pandemic.
  - Countermeasure protocols in place to guide the Authority's day-to-day operations.
  - Coordination of shared activities with other entities, within and outside the state.

- **Financial Management**
  - NYPA's $1.2B Bond Issuance enabled the Authority to maintain a good and healthy liquidity to run its operations.
  - The Authority maintained its credit rating and a strong Balance Sheet during the pandemic.

- **Management of Capital Portfolio**
  At the onset of the pandemic and because of the pause, NYPA adjusted its capital programs when it had to shut down its projects, within NYPA and with its customers. However, after NYPA revised and adjusted its goals, the Authority was able to execute its capital programs.

- **VISION2030**
  Based on feedback from the Board, NYPA recalibrated its Strategic Plan to the VISION2030 Strategic Plan which was submitted to and approved by the Board in December 2020. NYPA will now move into execution of the Plan which refreshed its mission, vision and values and established strategic priorities and foundational pillars.

- **DEI Plan**
  Last May/June, NYPA responded to a call to action and developed a forward-looking, industry-leading diversity, equity and inclusion plan which was also reviewed and approved by the Board at the December 2020 meeting.

- **2021 State of the State**
  In his State-of-the-State address in January, the Governor announced an extremely ambitious program to advance the State's energy and environmental goals from large-scale renewables to offshore wind manufacturing in Albany and Brooklyn, and the construction of the Green Energy Transmission Superhighway. NYPA will play a pivotal role in realizing this program, leading three of the five projects announced by the Governor, the Smart Path, AC Transmission Segment A, and Northern New York Projects

- **Transmission Expansion**
  NYPA is responsible for leading three projects as the anchor of the Green Energy Transmission Superhighway Project as announced by the Governor in the State-of-the-State address as follows:

  1) The Smart Path project from Massena to Croghan in the Adirondacks to provide a more resilient and reliable electric system;

  2) Partnering with LS Power for the AC Transmission Segment A project from Marcy to New Scotland to address system congestion; and

  3) The Northern New York Transmission Line to expand the deliverability of renewable generation and address congestion.

Chairman Koelmel opined that under President Quiniones' leadership, and the work of the team, as reflected in the report NYPA had an outstanding year given the dynamics and challenges of the COVID-19 pandemic which we continue to confront today. He said that this is reflective of the confidence level developed by President Quiniones and the team to navigate in spite of the circumstances. He congratulated President Quiniones and the team for an outstanding year and the many significant accomplishments that positions NYPA even better for the future.

b. Chief Operations Officer's Report

Mr. Joseph Kessler, Executive Vice President and Chief Operations Officer, provided highlights of Utility Operations' key performance metrics and updated the Board on three key initiatives. (Exhibit "4b-A"). He said that during this period, Utility Operations was able to maintain the reliability of both generation and transmission above the threshold set at the beginning of the year, prior to the COVID19 pandemic.

Performance Measures – Year-to-Date

Generation Market Readiness

- Generation Market Readiness factor was at 99.93%. This is above the target of 99.40%.

Transmission System Reliability

- Transmission System Reliability factor was 92.84%. This is above the target of 90.50%.

Environmental Incidents

- Year-to-date, there were 29 incidents. The Target is not to exceed 50 incidents.

Air exceedances, which were usually tracked separately, are included in the year-to-date Environmental Incidents performance measure.

Safety

DART (Days Away, Restricted or Transferred) is the Authority's safety metrics.

- The year-to-date DART Rate is 0.39. The target is 0.78.

Next Generation Niagara Controls Upgrade Project

The Next Generation Niagara Controls Upgrade Project is part of the $1.1B Capital Improvement Program at the Niagara Power Project.

The following projects, with an estimate of $213M on completion, are in progress:

- Demolition of the Unit Control Boards and Governor Cabinets which will be replaced with modern, state-of-the-art equipment.

- Main Control Room Upgrades which include new lighting, Operator workstations, and Video Display Wall.

- Unit 12 Upgrades continues. The unit will be returned to service May 2021.

Lewiston Pump Generation Plant Life Extension & Modernization Program

- Unit 10, the 11th unit overhauled under the Capital Program, was completed and returned to service on December 18, 2020 despite the impacts due to the unplanned 3-month pause due to the COVID-19 pandemic.

- PG-1, the first pump unit, outage commenced on January 4th.

- Program costs remain on target within the approved budget of $460M.
- Program completion is on schedule for December 2022.

c. Chief Commercial Officer's Report

Ms. Sarah Salati, Executive Vice President and Chief Commercial Operations Officer, provided highlights of the report to the Board (Exhibit "4c-A").

Electricity Supply – Year-End Results
Merchant Gross Margin

2020 Merchant Gross Margin Target was $335M. Actual 2020 Merchant Gross Margin was $293M.

The three main factors that impacted the Gross Margin were:

1. Mild winter (the third warmest in recorded history).

2. COVID-19 Pandemic impacted demand. Peak demand was 10% below the control levels. On average, across the entire state, demand was down five to seven percent.

3. There were high levels of gas inventory resulting in a 37% reduction in the cost of fuel relative to what was anticipated in October of 2019, pushing gas price below $1.00.

NYPA's 2020 Energy and Capacity Hedging Program

- The volume metric and systematic program and strategy put in place with the Enterprise Risk Management group in 2020, settled in NYPA's favor.

Economic Development

- NYPA's hydroelectric economic development programs allocation is at 82%.

- Typically, NYPA receives between 80 – 100 applications annually; for 2020, NYPA received 59 applications and was able to allocate hydropower that supported more than 9,000 jobs.

Customer Offerings – Year-End Performance

Clean Energy Solutions
- The COVID-19 pandemic impacted NYPA's constructions projects; however, the safety of the Authority's employees, contractors and local communities were placed first and foremost. The six-month delay was due to the formal pause, the reorganization of NYPA's contractors, the dispensing by NYPA's customers of the Cap X they had put on pause themselves, and, ultimately, the lower capacity and EHS protocols that were put in place to ensure that when NYPA's staff returns to work, it is done safely. The Authority also provided support directly to customers in the frontline such as hospitals, transit services, and government buildings overseeing the pandemic response.

EVolve
- The Board approved up to $250 million to support the Governor's EVolve policies. To date, 25 public DCFC Charging Ports have been installed at 6 sites.

2020 Contributions to Customers and Clean Energy Priorities:
Economic Development

- The Economic Development Customer Assistance Programs, initially 1.0, and subsequently 2.0 which was approved by the Board in December, provides financial relief and price certainty to the Authority's customers.

- Approximately 50% of the customers have subscribed to the program.

Distributed Energy Resources and Flexibility

- The Authority has approximately 230 MW solar PV and 35 MW battery storage in the pipeline.

- In 2020, NYPA's focus was extending the pipeline to include Environmental Justice communities.

- As part of the organizational evolution, the Distributed Energy Resource advisory group worked with the New York Energy Manager in order to develop a more holistic meter service from digital and distributed energy.

Transmission and Renewables

- Commercial Operations team managed NYPA's relationship and in partnership with LS Power to achieve the development of over 200MW large-scale renewable and storage projects for New York.

eMobility

Commercial Operations will continue to support the 40% initiative for charging hubs across the state:

- Largest non-Tesla DCFC charging hub in the northeast at JFK.
- 14 bus chargers installed at three transit agencies.
- Master Bus Transit Plan with NYSERDA.

Ms. Salati ended by saying that 2020 was a strong year for the Commercial Operations group with a large portfolio of activities.

d. Chief Financial Officer's Report

Mr. Adam Barsky, Executive Vice President and Chief Financial Officer, provided highlights of the report to the Board (Exhibit "4d-A"). He said that the numbers being reported are unaudited and therefore subject to change when the Auditors, KPMG, present the audited certified report at the Annual Board meeting in March.

Preliminary 2020 Year-end Results

Net Income

The Authority is closing at a Net Loss of $16.8 million. This is driven by the loss of revenues from the impacts of the COVID-19 pandemic and warmer weather; impacts on transmission, which is mostly as a result of higher than planned HTP RTEP payment which was offset by an increase in the overall transmission rates for the rate year July 1, 2020 through June 30, 2021.

Non-Utility Revenues

- Non-utility revenues are off by $13 million, because of the delay and pause from doing energy efficiency projects which resulted in lower fees.

- The drop in revenues is offset by an overall decrease of expenses based on the Authority's response to the pause due the COVID-19 pandemic and the increase in pension expense which is driven by timing of the State Comptroller for fiscal year April 1, 2021.

- The Authority was able to meet the fixed charge coverage ratio and the debt service coverage ratio. The Authority's bond issuance earlier this year enabled NYPA to meet its coverage ratios.

Mr. Barsky ended by saying that NYPA's Balance Sheet remains strong. The Authority's liquidity is high, over $1.4B; additional bank lines of credit are available; and 300 days of cash on hand which are well above the targets of the rating agencies.

e. Finance & Risk Committee Report

Chairperson McKibben reported that the Finance Committee met on January 19, 2021, adopted minutes, received one staff report, and considered 8 items, 7 of which are now before the Trustees for adoption.

The items before the Trustees for adoption are:

i. Integration of Canals into the current NYPA Other Post-Employment Benefit ("OPEB") Trust.

ii. Capital Expenditure Authorization Request for the Marcy-New Scotland Transmission upgrade in the amount of $208,320,800.

iii. Capital Expenditure Authorization Request for the Smart Generation and Transmission initiative Communications Backbone Program in the amount of $24,752,178.

iv. Capital Expenditure Authorization Request for the Transmission Life Extension Modernization Program Niagara Switchyard Project in the amount of $121,000,000.

v. Capital Expenditure Authorization Request for the Transmission Life Extension Modernization Program Niagara Protective Relay Replacement Project in the amount of $18,300,000.

vi. Capital Expenditure Authorization Request for the Blenheim-Gilboa Power Project Unit Circuit Breaker Replacement in the amount of $10,544,000. In addition, a contract award in the amount of $1,458,135 to ABB Enterprises Software Inc. to disconnect existing and install new ISO Phase Bus work.

vii. Capital Expenditure Authorization Request for the St. Lawrence-FDR Power Project Long Sault Dam Positive Restraint Barrier Project in the amount of $11,831,700. In addition, a contract award in the amount of $8,100,000 HOHL Industrial Inc. to install the positive restraint barrier.

i. Transfer of Canal Corporation OPEB Liabilities into the NYPA Trust

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The New York Power Authority's ('NYPA') Chief Financial Officer recommends that the NYPA Board of Trustees approve the addition of Canal Corporation's Other Post-Employment Benefits ('OPEB') Liabilities into the NYPA OPEB Trust effective January 1, 2021. Such an action will provide considerable benefit to NYPA largely by removing a significant liability from the NYPA Balance Sheet and providing more borrowing capacity to fund NYPA's strategic investments consistent with Vision 2030.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve this action.

BACKGROUND

Other Post-Employment Benefits refers to the provision of health care coverage and other benefits by government agencies to retired employees and often to their spouses and other dependents. Aside from these benefits being provided to currently retired employees and their dependents, the government agencies also carry an obligation to provide benefits to currently active employees upon their future retirement, subject to certain eligibility rules defined by the government agency. In many cases, these benefits are reflected in collective bargaining agreements and are therefore contractual obligations.

The future obligation to provide post-employment benefits to both active and retired employees create a liability of the agency. These obligations represent a multi-year stream of future benefits payments for retiree health care. NYPA adopted GASB 75 in 2017 which required reporting of future stream of any unfunded liabilities on its balance sheet.

Because the OPEB liabilities represent a multi-year stream of future benefits payments for retirees, spouses and dependents, the determination of the liabilities is provided through an actuarial assessment. The actuarial assessment is based upon an estimate of future benefits obligations that is discounted to the present value. The present value of the future obligations, when unfunded, is reported as an OPEB liability on the agency Balance Sheet.

To mitigate the potential impacts to NYPA's financial standing and credit ratings resulting from unfunded OPEB liabilities, in 2007 NYPA created the Power Authority of the State of New York Other Post-Employment Benefits Trust Agreement ('Trust Agreement'). The Board approved the initial funding of the Trust with $100 million out of the Operating Fund and up to $125 million of funding obtained through proceeds from the Authority's Commercial Paper Series 3 Notes. $100 million was deposited into the Trust in 2007 and $125 million was added in 2008.

DISCUSSION

NYPA assumed ownership of the NY State Canal Corporation in January 2017. The Canal Corporation has accrued OPEB liabilities for its current and future retired employees and beneficiaries. However, the Canal OPEB liability was never funded. Therefore, the full Canal Corporation OPEB liability appears on the NYPA consolidated Balance Sheet. The 2021 projected OPEB liability for the Canal Corporation is $342 million. As is the case with NYPA, the Canal Corporation OPEB liability is determined based upon an actuarial analysis considering employee and retiree demographics, the retirement benefits provided to Canal Corporation retirees, projections of future healthcare costs and other relevant factors.

As the actuarial analysis is based upon a projection of multi-year healthcare benefits payments, these costs are present valued to the current year for reporting of the OPEB liability on the Balance

Sheet. According to GASB 75, the present value rate used to discount the future projected benefit payments is based on the AA-rated Municipal Bond 20-Year Index rate (currently about 1.68 percent).

GASB 75 allows the use of a higher present value rate for Qualified Trusts. The discount rate used for the NYPA OPEB Trust is about 7 percent. At the much higher discount rate, OPEB liabilities have a much smaller present value. Therefore, less funds are required to be accrued in the Trust to pay for the OPEB liabilities. Canal Corporation OPEB liabilities, because they are converted to present value at a much lower discount rate, are considerably higher than they would be if pre-funded through a Qualifying Trust. Therefore, the impact to NYPA is twofold. First, the unfunded OPEB liabilities are reported on the NYPA Balance Sheet. Second, they are also larger in magnitude because of the lower discount rate used to compute the liabilities.

FISCAL INFORMATION

Since 2007, NYPA has contributed $340 million to its OPEB Trust. The Trust has performed well with a projected value by 2021 of $732 million. NYPA's OPEB liabilities are projected to be about $537 million in 2021, leaving an estimated surplus of $195 million. Because the NYPA OPEB liabilities are fully funded, there are no OPEB liabilities for NYPA's core business appearing on the NYPA Balance Sheet, providing an enhancement to NYPA's financial position, and borrowing capacity.

The Canal Corporation's OPEB liabilities on the NYPA Balance Sheet limit NYPA's borrowing capacity. Without the OPEB liability on the NYPA balance sheet, there would be more capacity to borrow additional funds without impacting the target debt to equity ratio consistent with the Transmission rate cases. Removal from the Balance Sheet of the 2021 projected OPEB Liability of $342 million could increase borrowing capacity by an equivalent amount and increase NYPA's investment capacity by up to $684M, which could be used to fund NYPA's strategic programs under Vision 2030.

The combination of the existing surplus in the NYPA OPEB Trust along with the negative impact of the unfunded Canal OPEB liabilities on NYPA's borrowing capacity suggest a reasonable solution to move the OPEB liabilities into the NYPA Trust Fund. There are significant benefits of including Canal Corporation in the OPEB Trust including lower expense on income statement ($20M/year over 5.6 years), lower liability on the Balance Sheet (liability goes to zero from $342M), the flexibility to optimize Trust surplus and improved capital capacity ($684M).

The decision to transfer the OPEB liabilities into the NYPA Trust is not irrevocable and NYPA could later choose to reverse the decision if other factors change.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Finance and Risk Committee recommends that the Trustees approve the Transfer the Canal Corporation's Other Post-Employment Benefits ('OPEB') Liabilities into the NYPA OPEB Trust by an amendment to the OPEB Trust Agreement to include payment of benefits to retirees of NYPA and its subsidiaries.

While other options have been examined, no other near-term options exist that can provide as much long-term advantage to NYPA as the one that has been recommended. NYPA will continue to pursue efforts to reduce the costs for providing retiree benefits. However, such efforts will provide benefits to NYPA regardless of the decision to transfer Canal Corporation's OPEB liabilities to the NYPA Trust.

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

Mr. Adam Barsky, Executive Vice President and Chief Financial Officer, provided highlights of the recommendation to the Board.

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

RESOLVED, That the Executive Vice President and Chief Financial Officer be, and hereby is, authorized to enter into that certain First Amendment to Power Authority of the State of New York Other Post-Employment Benefits Trust Agreement to amend that certain Other Post-Employment Benefits Trust Agreement dated November 21, 2007 (the "*OPEB Trust Agreement*") for the purpose of expressly including service providers of the Authority's subsidiaries thereunder and otherwise updating the OPEB Trust Agreement, subject to the approval of such amendment by the Executive Vice President and General Counsel or his designee; and be it further

RESOLVED, That the Executive Vice President and Chief Financial Officer is hereby authorized to execute and deliver 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 the 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.

ii. Smart Generation & Transmission Strategic Initiative – Communications Backbone Program – Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve additional capital expenditures in the amount of $24,752,178 for the Communications Backbone Program ('Program'). The increased funding would be in addition to the $153 million currently authorized by the Trustees, bringing the total Program cost to $177,782,358.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures in the amount of $24,752,178 for continued implementation of the Program.

BACKGROUND

In accordance with the Authority's Capital Planning and Budgeting Procedures, capital expenditures more than $6 million require Trustee approval.

The Program was initially identified as a foundational element of the Authority's Smart Generation & Transmission ('Smart G&T') Strategic Initiative. The goal of the Program is to establish a dedicated, redundant communications network that builds on the Authority's existing infrastructure and is integrated into the long-term asset strategy while leveraging available infrastructure from independent dark-fiber service providers to reduce dependency on commercial telecommunication providers. With VISION2030, the Program continues to be a key enabler to achieving NYPA's strategic priorities among, including the development of new products and services.

Once completed, the Authority will have a dedicated, robust, secure, and scalable communications network that supports:

- Replacement of legacy point-to-point circuits that will inevitably need to be retired.
- Increased data flow from a host of intelligent end-point devices deployed throughout the Authority's generation and transmission assets.
- Enabling capabilities of key components of the Strategic Vision including the Integrated Smart Operating Center ('iSOC') and the Emergency Energy Control Center; and
- Improved analytics to promote improved business and operational decisions.

At the onset of the Program, the Authority evaluated three options when considering a solution for an improved communications system. The first option was to continue with a total leased solution. Second, a total-owned solution, in which the Authority would deploy fiber optical ground wire ('OPGW') along all its transmission lines. Last, a hybrid solution utilizing a mix of fiber OPGW, digital microwave networks, and dark fiber leasing.

The hybrid solution offers the Authority the best value, including many of the controls and security benefits of a fully owned solution while reducing implementation costs and resource needs. The scope of the hybrid solution is to install OPGW, microwave communications, and utilize capitalized leases for dark fiber in the Authority's regions. The redundant network will leverage existing infrastructure and new installations including fiber OPGW which will be installed on the Authority's existing transmission towers. A new redundant microwave system will be installed in Northern NY and a new system will be installed in the Southeast NY region, leveraging existing Authority infrastructure as well as tower leasing sites for optimum communication and stability. Leasing of dark fiber provides a secondary fiber path to all major sites in each region.

DISCUSSION

Capital expenditures in the amount of $153,030,180 were previously approved by the Trustees for implementation of Program as follows:

- $19.78 million - March 2017,
- $77.5 million - October 2018, and
- $52.72 million - December 2019

OPGW has been installed on the following NYPA transmission lines: NR2, CCDA, DART44, GF5, GNS1, MMS, PS1 and PV20 which totals to completing installation of OPGW for approximately 210 miles out of 530 miles. Furthermore, the engineering for all OPGW work has been completed except the MSU section that has been descoped. Also, fiber electronics Phase 1 has been installed, and all equipment for Phases 2 and 3 have been purchased. A lease fiber connection from CEC to Plattsburgh has been completed. Lastly, a lease connection from Dolson Ave to White Plains has been commissioned.

After the spring 2020 outage work was canceled and contracts were paused, due to the COVID-19 pandemic, the Program cost and scope was re-evaluated, and the Estimate at Completion has increased to $177,782,358 due to the following changes:

- Increased cost:
    1. OPGW installation cost increase:
        a. Fall 2019 & Spring 2020 outage cancelations.
        b. Additional constraints required per regulatory permits.
        c. Addition of aviation subject-matter experts.
        d. Contingencies required for installation during the summer peak period, with potential 72-hour recalls.
        e. OPGW third party tie-in implementation re-evaluation.

    2. Increase in the cost of the Northern New York microwave installation:
        a. Unplanned, unforeseen station upgrades.
        b. Temporary migration to and from the DANC dark fiber to commission the project.

    3. New fiber lease connection between Plattsburgh and Albany was added as secondary path out of Northern New York to increase network resiliency. This was not an option at the onset of the Program but was added since MSU was descoped.

    4. The original estimate of 3% for project direct cost has been increased to 6% based.

    5. Capital indirect costs increased from 5% to 12%, due to the Authority's policy change in July 2020.

- Decreased cost:
    1. OPGW installation on MSU1, MW1, and WPN1 transmission lines have been removed from the project scope.

FISCAL INFORMATION

Payment associated with this Program will be made from the Authority's Capital Fund and approximately 65% of the cost will be recovered under the Authority's FERC approved formula rate. The proposed spending has been included in the approved 2021 Capital Budget and Four-Year Capital Plan.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Technology & Innovation, the Senior Vice President – Power Supply, the Vice President – Project Management, the Vice President – Strategic Operations, and the Program Director recommend that the Trustees approve additional funding in the amount of $24,752,178 to continue implementation of the Communications Backbone Program.

The Finance and Risk Committee, at its January 19, 2021, meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures for continued implementation of the 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 Balboni, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, that pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $24,752,178 are hereby authorized in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the capital costs of the Smart Generation & Transmission Initiative Communications Backbone Program.

Capital	Expenditure Authorization
Smart Generation & Transmission Initiative Communications Backbone Program	**$24,752,178**

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.

iii. Transmission Life Extension & Modernization Program – Niagara Switchyard Life Extension & Modernization Project – Revised Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize capital expenditures in the amount of $121 million for continued implementation and completion of the Transmission Life Extension and Modernization Program – Niagara Switchyard Life Extension & Modernization Project ('Project'). The total estimated Project cost is $276 million. The Trustees approved $154.7 million in 2014. This request will release the final balance of the capital expenditures for the Project.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures.

BACKGROUND

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

The Transmission Life Extension and Modernization ('TLEM') Program is a multiyear program that will upgrade the Authority's existing transmission system to maintain availability, increase reliability and ensure regulatory compliance. The TLEM Program encompasses transmission assets in the Central, Northern, and Western regions and has been divided into several projects at an estimated cost of $726 million.

The Niagara Switchyard is a critical component of the Authority's Transmission system. The existing equipment at the Niagara Switchyard are at or near the end of life and require replacement. The Project, which commenced in 2014, is structured to prioritize the replacement of poor performing systems and sequenced in conjunction with planned equipment outages, internal resource availability and external utility upgrades.

DISCUSSION

The Niagara Switchyard Life Extension & Modernization Project is a multiyear project within the TLEM Program and includes replacement or upgrades to the 115kV and 230kV Switchyard equipment, including:

1. Oil Circuit Breakers (115kV & 230kV)
2. 13.8kV Switchgear
3. Autotransformers
4. Disconnect Switches and Motorized Disconnect Switches
5. Grounding (Sections)
6. Measurement Transformers
7. Insulators
8. Conductors

The Project is structured to align with the Niagara Protective Relay Replacement Project. Through 2020, two Autotransformers, sixteen (16) 115kv Circuit Breakers, nine (9) 230kV Circuit Breakers the 115kV Bus, disconnects switches and other ancillary equipment have been replaced. Beginning in 2021 the remaining project activities will replace two (2) Autotransformers, five (5) 115kv Circuit Breakers, twenty-one (21) 230kV Circuit Breakers, the 13.8kV Switchgear, motor and manually

operated disconnect switches and other ancillary equipment. Completion is targeted in 2025, subject to approved outages. Completion is targeted in 2025, subject to approved outages.

Capital expenditures in the amount of $154.7 million were previously authorized, of which $105,610,052 has been spent through November 2020. The current request of $121 million includes the remaining balance of capital funds needed to complete the Project, scheduled through 2025 and is comprised as follows:

Engineering/Design	$ 10,650,000
Procurement	$ 39,720,000
Construction/Installation	$ 43,080,000
Authority Direct and Indirect Expenses	$ 27,550,000
TOTAL	$121,000,000

The total estimated cost to continue and complete execution of the project is $276 million, of which $266.9 million was previously presented to the Trustees in May 2014. The higher estimate is due to the increase in indirect costs as a result of the Authority's Policy Change adopted in July 2020, which increased the indirect capital allocation from 5% to 12%, retroactive to January 2020.

FISCAL INFORMATION

Payments associated with this Project will be made from the Authority's Capital Fund and will be recovered under the Authority's FERC approved formula rate. The proposed spending has been included in the approved 2021 Capital Budget and Four-Year Capital Plan.

RECOMMENDATION

The Senior Vice President Operations Support Services and Chief Engineer, the Senior Vice President – Power Supply, the Regional Manager – Transmission, the Vice President – Project Management and the Program Director recommend that the Trustees approve capital expenditures in the amount of $121 million for the continued implementation and completion of the Niagara Transmission Life Extension & Modernization ('TLEM') Project.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures for continued implementation of the Project.

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

RESOLVED, That pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $121 million are hereby authorized in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs of the Transmission Life Extension and Modernization Program Niagara Switchyard Life Extension and Modernization Project.

Capital Authorization	Expenditure
Niagara Switchyard LEM Project	$121,000,000

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.

iv. Transmission Life Extension & Modernization Program – Niagara Protective Relay Replacement Project – Revised Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize capital expenditures in the amount of $18.3 million for continued implementation and completion of the Transmission Life Extension and Modernization Program – Niagara Protective Relay Replacement Project ('Project'). The total estimated Project cost is $44.2 million. The Trustees approved $25.9 million in 2012. This request will release the final balance of the capital expenditures for the Project.

The Finance and Risk Committee, at its January 19, 2021, meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures.

BACKGROUND

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

The Transmission Life Extension Modernization ('TLEM') Program is a multiyear program that will upgrade the Authority's existing transmission system to maintain availability, increase reliability and ensure regulatory compliance. The TLEM Program encompasses transmission assets in the Central, Northern, and Western regions and has been divided into several projects at an estimated cost of $726 million.

The Authority is facing a growing need to replace existing protective relaying systems at its facilities. This is due to many factors including unavailability of spare parts, lack of original equipment manufacturer support and poor reliability. This Project will continue to replace the existing protective relay systems at the Niagara Switchyard.

DISCUSSION

The Niagara Protective Relay Replacement Project is a multiyear project within the TLEM Program and includes protective relay upgrades to the 115kV and 230kV switchyard equipment. The protective relay system is a critical component of the power system and ensures its reliable and safe operation. The protective relay systems at the Niagara Switchyard are at or near the end of life and requires replacement. The Project, which commenced in 2012, is structured to prioritize the replacement of poor performing relay systems and sequenced in conjunction with planned equipment outages, internal resource availability and utility upgrades.

This Project was initiated in 2012 and through 2020, protective relays have been upgraded in Bays 11,12,13,15,16,17,19, 20, 23 and the 115kV Bus sections. The remaining project activities include replacement of protective relays for Bays 10, 14, 18, 22, 24, 25 and 26 and the 230kV Bus sections. Completion is targeted in 2025, subject to approved outages.

Capital expenditures in the amount of $25.9 million were previously authorized, of which $23,236,620 has been spent through November 2020. The current request of $18.3 million includes the remaining balance of capital funds needed to complete the Project, scheduled through 2025 and is comprised as follows:

Engineering/Design	$ 2,220,000
Procurement	$ 2,460,000
Construction/Installation	$ 4,980,000
Authority Direct and Indirect Expenses	$ 8,640,000
TOTAL	$18,300,000

The estimated cost to continue implementation and complete the Project is $18.3 million. A total estimate of $52.2 million was previously presented to the Trustees in October 2012. Through lessons learned and efficiencies gained, the new Project total estimate is $44.2 million, which represents a decrease of $8 million from the previous estimate.

FISCAL INFORMATION

Payments associated with this Project will be made from the Authority's Capital Fund and will be recovered under the Authority's FERC approved formula rate. The proposed spending has been included in the approved 2021 Capital Budget and Four-Year Capital Plan.

RECOMMENDATION

The Senior Vice President Operations Support Services and Chief Engineer, the Senior Vice President – Power Supply, the Regional Manager – Transmission, the Vice President – Project Management and the Program Director recommend that the Trustees approve capital expenditures in the amount of $18.3 million for the continued implementation and completion of the Niagara Transmission Life Extension & Modernization Program – Niagara Protective Relay Replacement Project.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the additional capital expenditures for continued implementation of the Project.

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

RESOLVED, That pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $18.3 million are hereby authorized in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs of the Transmission Life Extension and Modernization Niagara Protective Relay Replacement Project.

Capital Authorization	**Expenditure**
Niagara Protective Relay Replacement Project	**$18,300,000**

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.

v. Marcy to New Scotland Transmission Upgrade Project – Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve capital expenditures in the amount of $208,320,800 for the Marcy to New Scotland Transmission Upgrade Project ('Project'), formerly referred to as the AC Transmission Project. This funding will support final engineering, property acquisition, procurement, and construction of the transmission line upgrades, upgrades at the Marcy substation, and the remaining system upgrades to the connecting Transmission Owners.

NYPA filed, and the Federal Energy Regulatory Commission ('FERC') approved a Project cost of $280.9 million or 37.5% of the total Project cost of $750M. LS Power Grid New York Corporation I ('LS') also submitted and received FERC's approval for the balance of the Project. To date, the Trustees have approved capital expenditures in the amount of $31.1 million for the Project. At this time, the total Project cost estimate is expected to be $239.4 million, but the costs will continue to be assessed as the design and construction progresses. If additional funds are required, a future request will be made to the Finance and Risk Committee and Trustees.

The Finance and Risk Committee, at its January 19, 2021, meeting, adopted a resolution recommending that the Trustees approve capital expenditures for continued implementation of the Project. Project staff does not anticipate this need prior to 2023.

BACKGROUND

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

In 2016, the Authority, together with North America Transmission ('NAT'), started Project development and subsequently submitted responses to the New York Independent System Operator ('NYISO') issued AC Transmission Public Policy Transmission Needs Project Solicitation. A Participation Agreement ('PA') was entered into by the Authority and NAT on June 7, 2018. The PA was signed by NAT which changed its name to LS Power Grid New York LLC ('LS LLC'). In January 2020, LS LLC assigned its rights in the Project and the PA to LS Power Grid New York Corporation I.

On April 8, 2019, the NYISO Board of Directors selected the Project as the winning proposal for segment A of the Transmission Need. In consideration of maintaining its purchase option under the PA, the Authority continued to fund 33% of Project development costs until July 28, 2020 when the Authority exercised its ownership option. Upon exercising its option, the Authority is responsible for 37.5% of the total Project costs. A reconciliation process for the change in responsibility of percentage of costs is currently ongoing.

DISCUSSION

The Project will benefit New York State's electric consumers by enabling the delivery of environmentally desirable power required to meet state energy goals, relieving uneconomic congestion, and replacing aging infrastructure while enhancing New York state's already high standard of system reliability.

The Project is anticipated to be in-service by December 2023 and consists of the following:

- Replacement of approximately twelve (12) miles of conductor on existing Authority-owned 345kV structures;

- Removal of approximately eighty (80) miles of existing National Grid-owned circuits (115kV, 230kV and 345kV);
- Installation of approximately eighty (80) miles of new double- or two new single-circuit 345kV circuits;
- Installation of a new 345kV switchyard at Princeton;
- Removal of the existing National Grid-owned 230kV Rotterdam substation; and
- Installation of a new 345kV substation at Rotterdam.

The Project also includes the upgrade of substation facilities, as determined during the system impact and facility studies. These costs are not included in the $750 million estimate but are the responsibility of LS and the Authority.

The Trustees are requested to approval of capital expenditures of $208.3 million. This funding will be utilized for:

Engineering/Licensing/Proposal		$ 1,125,600
Property Rights Acquisition		$ 22,318,900
Procurement		$ 46,185,600
Construction		$ 137,102,800
Authority Direct and Indirect Expenses		$ 1,587,900
	TOTAL	$ 208,320,800

FISCAL INFORMATION

Payment associated with this Project will be made from the Authority's Capital Fund and will be eligible for cost recovery as approved by FERC. The proposed spending has been included in the approved 2021 Capital Budget and Four-Year Capital Plan.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Power Supply, the Vice President – Project Management, the Vice President – Project and Business Development, and the Project Manager recommend that the Trustees approve capital expenditures in the amount of $208,320,800 for the Marcy to New Scotland Transmission Upgrade Project.

The Finance and Risk Committee, at its January 19, 2021, meeting, adopted a resolution recommending that the Trustees approve the capital expenditures for continued implementation of the Project.

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

RESOLVED, That pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the

amount of $208,320,800 for the Marcy to New Scotland Transmission Upgrade Project, are hereby authorized in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer;

Capital	**Expenditure Authorization**
Marcy to New Scotland Transmission Upgrade Project	**$208,320,800**

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. St. Lawrence-FDR Power Project – Long Sault Dam Positive Restraint Barrier – Contract Award and Capital Expenditure Authorization Request

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve capital expenditures in the amount of $11,831,700 and to approve the award of a two-year contract to HOHL Industrial Inc., of Buffalo, NY, in the amount of $8.1 million for engineering, procurement, and construction services required to install a Positive Restraint Barrier upstream of the Long Sault Dam ('LSD') at the St. Lawrence-FDR Power Project (the 'Project'). Interim funding in the amount of $1,000,000 was previously approved by the Chief Operating Officer to initiate the design and engineering of the barrier system and begin the geotechnical planning.

Capital Expenditures in the amount of $1,000,000, for preliminary engineering and planning, were previously approved by the President and Chief Executive Officer, bringing the total estimated Project cost to $12.8 million.

The Finance and Risk Committee, at its January 19, 2021, meeting adopted a resolution recommending that the Trustees approve capital expenditures and the two-year contract award, for the implementation of the Project.

BACKGROUND

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

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

The LSD is a 2,960-foot-long curved concrete gravity structure with 30 gated spillway bays. At the south end of the spillways are three non-overflow blocks and an earth embankment. At the north end of the spillways are 16 non-overflow blocks, four of which contain service and equipment rooms.

The present operation of the LSD is to serve power generation, via operation of the spillway gates. The gates function to spill excess flows from the St. Lawrence River when necessary in the operation of the Robert Moses/Robert H. Saunders Power Dam. LSD spillway gates have been operated more frequently in recent years due to higher-than-normal river flows and to account for economic conditions as Zone D has a high concentration of wind generation. Power Dam operations must still meet river flow requirements by spilling at LSD when these situations arise.

Following a fatality near the LSD in 2019 and to ensure safety and minimize access by unauthorized persons, the Authority at the direction of the Federal Energy Regulatory Commission ('FERC') was tasked with installing a positive-restraint barrier system, upstream of the LSD. The Authority was required to submit a schedule for design to FERC for review by December 31, 2020 and complete construction by October of 2021. To meet this aggressive schedule, it is critical to award and start design immediately.

The scope of this Project includes engineering, design, fabrication, and installation of an approximately 4,500-ft boat denial barrier, upstream of the LSD. To support the installation and future maintenance of the barrier, design, engineering, and installation of a boat launch is also required and part of the scope.

DISCUSSION

The Authority issued Request for Proposal Q20-7073NF ('RFP') through the Ariba system, which was advertised in the New York State *Contract Reporter* on October 26, 2020. Twenty (20) firms were invited into the Ariba Event and eighty-two (82) firms viewed the RFP on the Authority's SSM website. A bid walk was held November 4, 2020, with eight (8) firms in attendance. One (1) addendum was issued November 13, 2020. Two (2) proposals were received on December 1, 2020.

Bidder	**Location**
HOHL Industrial Services	Buffalo, NY
JF Brennan Company	La Crosse, WI

Proposals were reviewed by an Evaluation Committee comprised of representatives from Engineering, Strategic Supply Management, St. Lawrence Maintenance, Program Controls, and Project Management. The proposals were evaluated based upon proposal completeness, experience, schedule, price, responsiveness to the requirements of the RFP, proposed team, and technical and commercial exceptions taken to the RFP.

HOHL's proposal was found to be compliant with the requirements of the bid documents. Additionally, HOHL provided quality control, environmental, and safety plans. HOHL can meet the schedule and has demonstrated execution of similar work for another customer.

Preliminary funding in the amount of $1,000,000 was recently approved to start engineering and required geotechnical plans and surveys. The total capital expenditure authorization request is comprised of the following:

Preliminary Engineering	$ 750,000
Detailed Engineering	$ 496,900
Construction/ Installation	$ 9,560,000
Authority Direct and Indirect Expense	$ 1,974,000
Total	$12,831,700

FISCAL INFORMATION

Payments associated with this project will be made from the Authority's Capital Fund.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Regional Manager – Northern New York, the Vice President – Strategic Supply Management, the Vice President – Project Management, the Program Director – Project Management and the Finance and Risk Committee recommend that the Trustees approve capital expenditures in the amount of $11,831,700 and approve a two-year contract to HOHL Industrial, Inc., of Buffalo, NY, in the amount of $8.1 million, to support the work associated with the Long Sault Dam Positive Restraint Barrier Project.

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

RESOLVED, that pursuant to the Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $11,831,700 are hereby authorized for the Long Sault Dam Positive Restraint Barrier at the St. Lawrence-FDR Power Project in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use Capital Funds, which may include proceeds of debt issuances, to finance the costs for the Long Sault Dam Positive Restraint Barrier Project;

Capital	Expenditure Authorization
Long Sault Dam Positive Restraint Barrier Program	$11,831,700

AND BE IT FURTHER RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a two-year contract to HOHL Industrial, Inc. of Buffalo, NY, to provide construction services to complete the aforementioned project as recommended in the foregoing report of the President and Chief Executive Officer;

Contractor	Contract Approval
HOHL Industrial, Inc. Buffalo, NY	$8,100,000

(Q20-7073NF)

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.

vii. Blenheim-Gilboa Power Project – Replacement of Breakers for BG Units 2-4 – Capital Expenditure Authorization Request and Contract Award

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize capital expenditures in the amount of $10,544,000 and approve the award of a four-year contract to ABB Enterprise Software Inc., of Cary, NC, ('ABB') in the amount of $1,458,135 to complete design, fabrication, testing, delivery, and installation of ISO Phase Bus work associated with three indoor SF6 generator/motor protection circuit breakers at the Blenheim-Gilboa ('B-G') Power Project (the 'Project').

Capital Expenditures in the amount of $250,000, for preliminary engineering and planning, were previously approved by the President and Chief Executive Officer, bringing the total estimated Project cost to $10,794,000. Also, Interim funding for the contract award to ABB, in the amount of $200,000, was approved by the Executive Vice President and Chief Operating Officer in December 2020.

The Finance and Risk Committee, at its January 19, 2021 meeting, adopted a resolution recommending that the Trustees approve the aforementioned request.

BACKGROUND

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

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

B-G Unit-1 breaker was replaced in May 2019, due to a catastrophic sudden failure in September 2018. Following a root cause analysis and to mitigate the risk of another failure, the breakers for BG Units 2-4 will be replaced with newly designed breakers. Consequently, the ISO Phase Bus will be modified to accommodate the new breaker design and a maintenance link will be added to facilitate maintenance, as was done for Unit-1.

DISCUSSION

The scope of this project includes design, fabrication, testing, site delivery, removal of existing, and installation of three indoor SF6 generator/motor protection circuit breakers (plus one spare breaker), its associated ISO Phase Bus work and maintenance disconnect links at the B-G Power Project. ABB will design and furnish the three breakers under a separate equipment contract. B-G operations and maintenance crew and resources will remove the existing and install the new breakers. ABB will also design, furnish, and install the ISO Phase Bus work and maintenance disconnect links associated with breakers as part of the RFP described below. One breaker and associated ISO Phase bus work installation per year is planned starting 2021 with anticipated project closeout to occur by December 2024.

The Authority issued Request for Proposal ('RFP') No. Q20-7040MH, which was advertised in the NYS *Contract Reporter* on September 24, 2020. The Discovery tool of the ARIBA event was activated for this RFP. Thirteen potential bidders were invited/requested to participate to this RFP. On October 28, 2020, two proposals were received as summarized in the table below.

Bidder	**Location**
ABB Enterprise Software Inc. (ABB)	Cary, NC
Haugland Energy Group LLC (Haugland)	Plainview, NY

Proposals were reviewed by an Evaluation Committee comprised of representatives from Engineering, Quality Assurance, Strategic Supply Management, B-G Operations, and Project Management. The proposals were evaluated based upon proposal completeness, experience, schedule, price, responsiveness to the requirements of the RFP, proposed team, and technical and commercial exceptions taken to the RFP. Since the breakers are critical assets to the Bulk Electric System ('BES'), replacement must be procured from suppliers that are compliant with NERC CIP-013 requirements and qualified as BES equipment suppliers to the Authority. NERC-CIP13 review was completed and approved by the Authority's cross functional team; the review consisted of questionnaire related to Network Security Risk, Platform and Data Security Risk, Technology Risk, Cyber Threat, and Manufacturing and Development Risk. The RFP event was also reviewed for compliance with Executive Order ('EO') 13920 'Securing the United States Bulk Power System'. After reviewing the EO, it was considered not applicable to this Contract. Minority/Women-Owned Business Enterprise ('M/WBE') and Service-Disabled Veteran-Owned Business ('SDVOB') participation goals were waived on this RFP.

The committee concluded that ABB submitted the lowest-priced and technically acceptable bid. ABB has extensive experience in construction of this magnitude, has performed well on previous Authority projects, has demonstrated knowledge of the scope-of-work and is capable of completing this project in accordance with the schedule.

Preliminary funding in the amount of $250,000 was previously approved to start this Project. The total capital expenditure authorization request is comprised of the following:

Preliminary Engineering	$	50,000
Detailed Engineering	$	262,500
Equipment Procurement / Fabrication	$	5,500,000
Construction/ Installation	$	1,935,000
Authority Direct and Indirect Expense	$	3,046,500
Total	$	10,794,000

FISCAL INFORMATION

Payments associated with this project will be made from the Authority's Capital Fund.

RECOMMENDATION

The Senior Vice President and Chief Engineer – Operations Support Services, the Senior Vice President – Power Supply, the Vice President – Project Management, the Vice President – Project and Business Development, the Project Manager and the Finance and Risk Committee recommend that the Trustees approve capital expenditures in the amount of $10,544,000 and the award of a four-year

contract to ABB Enterprise Software Inc., in the amount of $1,458,135 for engineering, procurement, and construction services for the ISO Phase Bus work at the Blenheim-Gilboa Power Project.

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

RESOLVED, that pursuant to the Authority's Capital Planning and Budgeting Procedures, the Trustees hereby approve capital expenditures in the amount of $10,544,000 for the replacement of breakers for the Blenheim-Gilboa ("B-G") Power Project Units 2-4 in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Authority will use capital funds, which may include proceeds of debt, to finance the costs of the B-G Units 2-4 Breaker Replacement Project.

Capital	Expenditure Authorization
Blenheim-Gilboa Power Project Replace BG 2-4 Unit Breakers	**$10,544,000**

AND BE IT FURTHER RESOLVED, That pursuant to the Guidelines for Procurement Contracts adopted by the Authority, approval is hereby granted to award a four-year contract to ABB Enterprise Software Inc. in the amount of $1,458,135 for the design, fabrication, testing, delivery, and installation of ISO Phase Bus work associated with three indoor SF6 generator/motor protection circuit breakers at the B-G Power Project.

Contractor	Contract Approval
ABB Enterprise Software Inc. Cary, NC	**$1,458,135**
(Q20-7040MH)	

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.

viii. Niagara Power Project – Next Generation Niagara Program – Mechanical and Electrical Upgrades Project – Shaft Procurement – Contract Award

This item was deferred.

f. Cyber & Physical Security Committee Report

Chairperson Balboni reported that the Cyber and Physical Security Committee met prior to this Board meeting. The committee adopted the minutes of the July 2020 meeting. In addition, the Cyber & Physical Security Committee received a report on NYPA's security posture and its response to the widely reported cyber attack using a compromised version of the SolarWinds Orion product. NYPA was not using the vulnerable version of the SolarWinds product and an in-depth investigation has not identified any evidence to suggest that NYPA was impacted by this attack. NYPA's Cyber Security team continues to monitor the situation in close collaboration with the industry, state, and federal partners.

The Committee also received a report from Mr. Eric Meyers, the Authority's new Chief Information Security Officer, and understands his vision as it relates to the security of the Authority.

5. CONSENT AGENDA:

a. Commercial Operations

i. **Expansion Power Allocations**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to:

1. Approve: (a) an allocation of 3,600 kilowatts ('kW') of Expansion Power ('EP') to Life Technologies Corporation, a subsidiary of Thermo Fisher Scientific Inc. ('Life Technologies') to support the company's proposed expansion at its facility located at 3175 Staley Road, Grand Island (Erie County); (b) an allocation of 2,700 kW of EP to Stavatti Aerospace Ltd ('Stavatti') to support the company's proposed expansion at 9400 Porter Road, Niagara Falls (Niagara County); (c) an allocation of 5,000 kW of EP to Sucro Real Estate NY, LLC ('Sucro') to support the company's proposed expansion at 2303 Hamburg Turnpike, Lackawanna (Erie County); and (d) an allocation of 350 kW of EP to Trek, Inc. ('Trek') to support the company's proposed expansion at its facility located at 190 Walnut Street, Lockport (Niagara County). These projects are discussed in more detail below and in Exhibits '5a i-A', '5a i-B', '5a i-C', and '5a i-D'.

2. Authorize a public hearing, in accordance with Public Authorities Law ('PAL') §1009, on a proposed form of contracts ('Proposed Contract') with Stavatti, Sucro, and Trek that would, along with Authority Service Tariff No. WNY-2 ('ST WNY-2'), apply to the sale of EP to Stavatti, Sucro, and Trek. Copies of the Proposed Contract and ST WNY-2 are attached as Exhibits '5a i-B-1', '5a i-C-1', and '5a i-D-1'.

BACKGROUND

Under 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, New York State Electric & Gas, 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 the Economic Development Entities to help maximize the value of hydropower to improve the economy of Western New York and the State of New York. Each organization has expressed support for today's recommended EP allocations.

At this time, 41,675 kW of unallocated EP and 70,376 kW of unallocated RP is available to be awarded to businesses under the criteria set forth in PAL §1005(13)(a).

DISCUSSION

Life Technologies Corporation

Established in 1962 in Grand Island, Life Technologies produces cell culture products for the pharmaceutical industry. These products are used in life sciences research and a wide variety of medical, diagnostic, therapeutic, and biotechnology applications.

Life Technologies is proposing to construct a 43,500 square foot ('sf') addition to its Grand Island plant to accommodate the production of Animal Origin Free ('AOF') and Advanced Granulation Technology products. The project would also support an upgraded Water for Injection system associated with a 12,000-sf facility renovation.

Life Technologies' expansion project would involve a capital investment expenditure of at least $175 million. This includes new building additions (a capital investment expenditure of nearly $107 million), new equipment purchases (a capital investment expenditure of at least $61 million), and facility renovations (a capital investment expenditure of more than $7 million).

Life Technologies is planning to begin construction on several phases of the expansion project in 2021. The company would commit to the creation of 140 new, permanent, full-time jobs that would be located at the Grand Island facility. The average compensation/benefits are estimated to be $48,210 per job.

The company applied for 5,316 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 3,600 kW for a term of ten years.

The job creation ratio for the proposed allocation of 3,600 kW is 39 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $175 million would result in a capital investment ratio of $48.6 million per MW. This ratio is above the historic average of $17.3 million per MW.

The Economic Development Entities have expressed support for the recommended allocation to Life Technologies.

Stavatti Aerospace Ltd

Founded in 2014, Stavatti is an aircraft manufacturer focused on the design and production of military, commercial, and general aviation aircraft.

Stavatti is proposing to establish an aircraft research, design, and prototyping facility at the Niagara Falls International Airport ('NFIA'). This would be housed at the site of the former U.S. Army Reserve Center. The NFIA meets the company's hangar, facilities, and runway requirements.

Stavatti's expansion project would involve a capital investment expenditure of nearly $156 million. This includes the facility acquisition (a capital investment expenditure of $1.3 million), manufacturing equipment (a capital investment expenditure of $62.3 million), tooling jigs and fixtures (a capital investment expenditure of $81.7 million), and workstations and software (a capital investment expenditure of $10.7 million).

Stavatti is planning to have the project completed in 2022. The company would commit to the creation of 363 new, permanent, full-time jobs that would be located at the Niagara Falls facility. The average compensation/benefits are estimated to be $204,820 per job.

The company applied for 3,625 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 2,700 kW for a term of ten years.

The job creation ratio for the proposed allocation of 2,700 kW is 134 new jobs per MW. This ratio is above the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $155.9 million would result in a capital investment ratio of $57.8 million per MW. This ratio is above the historic average of $17.3 million per MW.

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

Sucro Real Estate NY, LLC

Founded in 2014, Sucro operates sugar refineries at several locations throughout the United States, Canada, European Union, Caribbean, and Andean region.

Sucro is proposing to establish a full-scale sugar refinery at the former Bethlehem Steel site in Lackawanna. The plant would produce organic and conventional refined sugar, as bulk and packaged products, in both granular and liquid forms. The project site encompasses 12 acres which includes three large buildings requiring extensive renovations.

Sucro's expansion project would involve a capital investment expenditure of at least $19 million. This includes land investment (a capital investment expenditure of $250,000), renovations (a capital investment expenditure of $11.95 million), initial refinery construction (a capital investment expenditure of $5 million), and refinery expansion (a capital investment expenditure of $1.8 million).

Sucro is planning to begin construction on multiple phases of the project in 2021. The company would commit to the creation of 50 new, permanent, full-time jobs that would be located at the Lackawanna facility. The average compensation/benefits are estimated to be $62,638 per job.

The company applied for 9,000 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 5,000 kW for a term of ten years.

The job creation ratio for the proposed allocation of 5,000 kW is 10 new jobs per MW. This ratio is below the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $19 million would result in a capital investment ratio of $3.8 million per MW. This ratio is below the historic average of $17.3 million per MW.

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

Trek, Inc.

Founded in 1968, Trek is a manufacturer of electrostatic measurement and high voltage solutions. These products include high voltage power supplies and amplifiers and electrostatic voltmeters and discharge devices.

Trek is proposing to establish a High Voltage Center of Excellence ('HVCOE') at its Lockport facility. The HVCOE would allow the company to centralize engineering resources, develop new manufacturing capabilities, and eliminate redundancies within its organization. Several sites are competing for this project and a hydropower allocation may help in the Lockport site being selected for the expansion.

Trek's expansion project would involve a capital investment expenditure of at least $6 million. This includes building expenses (a capital investment expenditure of $2.8 million), production equipment

(a capital investment expenditure of $2 million), and facility expenses (a capital investment expenditure of nearly $1.2 million).

Trek is planning to begin the expansion project in 2021. The company would commit to the creation of 30 new, permanent, full-time jobs that would be located at the Lockport facility. The average compensation/benefits are estimated to be $76,710 per job.

The company applied for 395 kW of hydropower in connection with the expansion. Staff recommends an EP allocation in the amount of 350 kW for a term of ten years.

The job creation ratio for the proposed allocation of 350 kW is 86 new jobs per MW. This ratio is above the historic average of 65 new jobs per MW based on allocations previously awarded. The total investment of at least $6 million would result in a capital investment ratio of $17.1 million per MW. This ratio is below the historic average of $17.3 million per MW.

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

CONTRACT INFORMATION

If approved, the new allocation to Life Technologies would be added to the customer's existing hydropower contract. Authority Service Tariff No. WNY-2 ('ST WNY-2') would also apply to the sale of the allocation.

The following is a summary of some of the matters that would be addressed in ST WNY-2 and the Proposed Contracts with Stavatti, Sucro, and Trek:

- 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 customer 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.

Staff intends to discuss the form of the Proposed Contracts with Stavatti, Sucro, and Trek and anticipates reaching agreement on a contract substantially similar to the form attached as Exhibits '5a i-B-1', '5a i-C-1' and '5a i-D-1'. Accordingly, the Trustees are requested to authorize a public hearing, pursuant to PAL §1009, on the form of the Proposed Contracts attached as Exhibits '5a i-B-1', '5a i-C-1' and '5a i-D-1'. The form of the Proposed Contracts is consistent with recently approved contracts for the sale of EP and RP.

As required by PAL §1009, when the Authority believes it has reached agreement with its prospective co-party on a contract for the sale of EP or RP, it will transmit the proposed form of the contract to the Governor and other elected officials and hold 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 any additional recommendations regarding the Proposed Contract as are appropriate.

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

FISCAL INFORMATION

The actions recommended herein will not have a negative impact on the Authority's finances.

RECOMMENDATION

The Senior Vice President – Clean Energy Solutions, recommends that the Trustees:

1. Approve an allocation of 3,600 kW of EP to Life Technologies as described herein and in Exhibit '5a i-A' for a term of ten years; approve an allocation of 2,700 kW of EP to Stavatti as described herein and in Exhibit '5a i-B' for a term of ten years; approve an allocation of 5,000 kW of EP to Sucro as described herein and in Exhibit '5a i-C' for a term of ten years; and approve an allocation of 350 kW of EP to Trek as described herein and in Exhibit '5a i-D' for a term of ten years.

2. Authorize a public hearing, in accordance with PAL § 1009, on the Proposed Contracts with Stavatti, Sucro, and Trek attached as Exhibits '5a i-B-1', '5a i-C-1', and '5a i-D-1'.

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.

RESOLVED, That an allocation of 3,600 kilowatts of Expansion Power ('EP') be awarded to Life Technologies Corporation for a term of 10 years as detailed in the foregoing report of the President and Chief Executive Officer ("Report") and Exhibit "5a i-A", be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That an allocation of 2,700 kilowatts of EP be awarded to Stavatti Aerospace Ltd for a term of 10 years as detailed in the foregoing Report and Exhibit "5a i-B", be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That an allocation of 5,000 kilowatts of EP be awarded to Sucro Real Estate NY, LLC for a term of 10 years as detailed in the foregoing Report and Exhibit "5a i-C", be and hereby is approved, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That an allocation of 350 kilowatts of EP be awarded to Trek, Inc. for a term of 10 years as detailed in the foregoing Report and Exhibit "5a i-D", 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 with Stavatti Aerospace Ltd, Sucro Real Estate NY, LLC, and Trek, Inc. for the sale of the EP allocations (the 'Contract'), the current forms of which is attached as Exhibits "5a i-B-1", "5a i-C-1", and "5a i-D-1"; 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 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.

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,' 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 basis 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 the 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 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 awards.

The Authority's 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 are 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:

Utility Operations – Environmental, Health & Safety

Due to the need to meet and maintain the Authority's project schedule, the proposed personal services contract with **First Environment, Inc. ('FEI') (4500326590),** for Verification Services of Reported Inventory to the Climate Registry became effective December 10, 2020, with an interim award amount of $15,000, subject to the Trustee's ratification, in accordance with the Authority's Guidelines for Procurement Contracts and EAP's. Staff recommends the award of contract to FEI which is technically and commercially qualified and was awarded using discretionary spend. 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, $109,225. It should be noted that FEI is a Service-Disabled Veteran-Owned Business and a Small Business Enterprise.

Utility Operations – Engineering

The proposed personal services contracts with **AEIS LLC dba Atlas Evaluation & Inspection Services ('AEIS'), LPI, Inc. ('LPI')** and **Hatch Associates Consultants, Inc. ('Hatch'), (Q20-7056CC)** would provide Failure Analysis and Metallurgical Testing service. Failure Analysis and Metallurgical Testing is the process of investigating the root cause of a failure in the facilities and how to prevent a recurrence. The services consist of providing equipment materials and labor required to sample, examine, test, and analyze metallic and other materials used in the Authority's or Canals facilities. 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. Five 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 AEIS, LPI and Hatch 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. These 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 be noted that AEIS is NYS certified Minority-owned Business Enterprise and a NYS certified Women-owned Business Enterprise. It should also be noted that AEIS is a Small Business Enterprise.

Utility Operations – Enterprise Resilience

The proposed personal services contracts with **Burns & McDonnell Consultants, Inc. ('BMC'), Ernst & Young U.S. LLP ('EY'), Guidehouse, Inc. (Guidehouse'), Deloitte & Touche LLP ('Deloitte')** and **TRC Engineers, Inc. ('TRC') (Q20-7003SS)** would provide Enterprise Resilience Program Consulting services. 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-two 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 contracts to BMC, EY, Guidehouse, Deloitte and TRC 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. These 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. It should be noted that TRC is a Small Business Enterprise.

Utility Operations – Facility & Infrastructure PM

The proposed non-personal services contract with **Oak Ridge Hauling LLC ('ORH') (Q20-7088JM)** would provide Recycling and Trash Removal services for the Clarence D. Rappleyea (Centroplex) building. This contract will cover the pickup of paper and cardboard recycling in addition to supplying construction and metal dumpsters. The selected vendor will also provide maintenance and repair services to two compactors. 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 a contract to ORH which is technically and commercially qualified and meets the bid requirements on the basis of 'lowest value,' which optimizes quality, cost and efficiency among responsive and responsible offerors. The contract is for an intended term of three years, beginning on or about March 1, 2021, 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 – Facility & Infrastructure PM

The proposed sole-source maintenance services contract with **Technical Building Services, Inc. ('TBS') (4500326436)** would provide BAS Repair and Maintenance services for the Clarence D. Rappleyea (Centroplex) building. The building is equipped with an outdated, proprietary Honeywell Building Management System ('BMS') which was installed in 2002 and is beyond its useful life. The Authority will be undergoing a BMS study in 2021 with the goal of identifying a replacement system for installation and commissioning in 2022. The proprietary nature of the system greatly limits the number of available support vendors and the learning curve associated with bringing a new vendor in is estimated to be 18-24 months. TBS possesses the licenses required by Honeywell to service the system. The contract is for an intended term of two years, beginning on or about February 1, 2021, 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, $200,000. It should be noted that TBS is a Small Business Enterprise.

Utility Operations – Power Supply

The proposed non-personal services contracts with **Clear River Environmental Service Corporation ('Clear River')** and **Russell Reid Waste Hauling and Disposal Service Company, Inc**. dba United Site Services **('USS') (A20-00237DW)** would provide Wastewater Removal Services for the Richard M. Flynn Power Plant. The Richard M. Flynn Power Plant will utilize the contractors to provide

supervision, labor, materials and equipment to load, transport and dispose of between 7,000-60,000 gallons of wastewater from a 100,000-gallon storage tank and up to 1,000 gallons of biomass sludge from a holding tank to a designated facility in the Suffolk County Sewerage treatment Plant at Bergen point in West Babylon. 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. Eight 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 Clear River and USS which are technically and commercially qualified and meet the bid requirements on the basis of 'lowest 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, $1 million. It should be noted that Clear River and USS are Small Business Enterprises.

Utility Operations – Project Management

The proposed construction services contract with **Crown Castle International Corporation dba Crown Castle Fiber LLC ('CCF') (Q20-7054MR)** would provide support the Communication Backbone Program ('CBP') Dark Fiber installation from the NYPA White Plains Office to NYSTA Route I-287 East Exit 6. The dark fiber connection project will support the Authority's CBP, part of the Smart Generation & Transmission ('SG&T') Initiative, which was established to deploy a robust, secure, and scalable communications network. 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. Fifteen 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 CCF 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 twenty 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, $338,000 for construction. In addition, the term includes the twenty-year lease and maintenance agreements.

Extensions and/or Additional Funding Requests:

Business Services – Corporate Finance

The Authority solicited proposals for Financial Advisory Services for Energy Projects under RFP inquiry **Q19-6713RM**. On March 31, 2020, the Trustees approved a five-year personal services contracts to **Advanced Automation Corporation ('AAC'), BNP Paribas Securities Corporation ('BNP'), CCA Capital LLC ('CCA'), Credit Agricole Corporate and Investment Bank ('CAC'), Ernst & Young LLP ('EY'), Guidehouse (fka Navigant Consulting, Inc. ('Guidehouse') J.P. Morgan Securities LLC ('JPM'),** and **Rockfleet Financial Services, Inc. ('RFS')** in the amount of $2 million to provide Financial Advisory services for Energy Projects consulting services. On July 28, 2020, the Trustees approved **CohnReznick Capital Market Securities LLC ('CohnReznick')** who was also selected for recommendation of award but was inadvertently left off the memo. On December 15, 2020, the aggregate value was increased by $500,000 making the total $2.5 million. Staff requests Trustee approval for additional funding, to date $1.85 million has been released, and it is recommended to increase the aggregate funding in the amount of $5 million which will increase the total aggregate amount to $7.5 million. Staff envisions that the multitude of benefits that the Authority continues to see from these contracts warrants an additional increase in the aggregate funding amount to support new and ongoing initiatives needed to support the Authority's Financial Services.

Commercial Operations – Customer Business Development

On September 20, 2019, the Trustees authorized the execution of Power Purchase Agreements ('PPA') to **SunPower Corporation dba Solar Star Big Apple BTM LLC ('Solar Star') (Q19-6703HM)**, to commence the design development process of a solar photovoltaic ('PV') system with battery storage at the Port Authority of New York and New Jersey ('PANYNJ') John F. Kennedy ('JFK') International Airport. The Trustees approved the annual cost of the PPA with SunPower and GSRP for $856,851 per year for a twenty-year term (total amount $17,137,020) based on a preliminary budget analysis. These two agreements form the 'back-to-back' PPA construct where NYPA purchases power under the primary PPA and then sells the power to the customer under the Power Sales Contract ('PSC'). The maximum estimated annual cost of the PPA with Solar Star is projected to be $856,851 per year for up to a 25-year term based on a preliminary budget analysis. These costs, plus an administrative fee of three percent, will be directly billed to PANYNJ under the PSC. During the design and development phase of the project, it was deemed to be economically more advantageous for the project to have a term of 25 years versus 20 years. Staff requests Trustee approval for an additional five-year term and additional funding of $4,284,255 (total value $21,421,275) with the execution of a PPA with Solar Star and in parallel a PSC with the PANYNJ. Upon execution of the PPA, Solar Star will commence construction of the Project, with the first estimated delivery of the Products under the PPA is expected to be October 30, 2022.

Utility Operations – Engineering

On July 14, 2015, the Authority issued a one-year construction contract to **Greenman- Pedersen, Inc. ('GPI') (4600003011)** in the amount of $2.2 million to provide on-call engineering services. The extension is needed as GPI is the Engineer of Record ('EOR') for an active project and is needed to support the completion of the project. This contract extension will allow time to provide technical support during the construction, commissioning, and close-out of the project. Interim approval is requested for the extension of the contract from December 31, 2020 to January 26, 2021 for the continuation of services, subject to the Trustees' ratification. Staff requests Trustee approval for the extension of the GPI contract for a two-year term from January 1, 2021 through December 31, 2022. No additional funding is being requested at this time.

Utility Operations – Facility & Infrastructure PM

On March 11, 2020, the Authority issued a one-year construction contract to **Donjon Marine Company, Inc. ('Donjon') (4600003904)** in the amount of $5 million to provide preparation, transportation, and placement of obsolete materials in accordance with New York State Department of Environmental Conservation ('NYSDEC') Material Preparation Guidelines and Protocol for transportation and artificial reef replenishment. The materials to be 'reefed' have been supplied by New York Power Authority ('Authority'), New York State Canal Corporation ('Canals'), and other agencies. As the State's Artificial Reef Program and Governor Cuomo's Artificial Reef Initiative continues, it is the Authority's intent to provide an active role and ongoing support of this program. Staff requests Trustee approval for the extension of the Donjon contract for one-year from March 10, 2021 through March 9, 2022. The original RFP was bid as a multi-year service contract, for which the Authority elected to only authorize a one-year term. No additional funding is being requested at this time.

Utility Operations – Facility & Infrastructure PM

On January 29, 2020, the Authority issued a one-year construction contract to **Eaton Corporation ('Eaton') (4500317982)** in the amount of $2.9 million to provide the East Dam Hydro Plant rehabilitation for the Village. The Authority is managing and executing this project under a separate agreement between the Authority and the Village. The cost of the project is wholly reimbursable by the Village. Due to delays from the COVID-19 pandemic and extra repairs such as trash racks and trash rake, recently requested by the Village, this contract extension will allow time to complete the rehabilitation. Staff requests Trustee approval for the extension of the Eaton contract from January 28, 2021 through December 31, 2021 to complete the East Dam Hydro Plant Rehabilitation project for the Village of Potsdam. No additional funding is being requested at this time.

Utility Operations – Transmission Project Management

As part of its relicensing of the Niagara Power Project in 2006, the Authority agreed to develop and maintain certain recreational facilities in Erie County. In partial fulfillment of this commitment, in 2009 the Authority entered into a Report of Understanding ('MOU') with **Buffalo River Fest Park LLC ('BRP')** to operate and maintain the Park at 41 Hamburg Street, Buffalo NY 14204. Pursuant to this MOU and the Operation and Maintenance Agreements entered into pursuant thereto, BRP has continuously operated and maintained the Park since that time. The current Operation and Maintenance Agreement expires on December 31, 2020 and NYPA desires to extend the maintenance contract with Buffalo River Fest Park LLC. NYPA has been satisfied with the quality of the maintenance performed on the park in the past eight years and wishes to continue this relationship. Staff requests Trustee approval for the extension of the BRP contract for a three one-year terms running January 1st to December 31st each year 2021, 2022 and 2023. Approval is also requested for additional funding, $213,600 based on an annual cost of $71,200.

FISCAL INFORMATION

Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2020 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 Vice President – Strategic Supply Management; the Vice President – Project Management; the Vice President – Environmental, Health & Safety; the Vice President – Engineering; the Vice President – Business Development; the Vice President – New York Energy Manager; the Vice President – Enterprise Resilience; Assistant General Counsel; the Regional Manager of SENY; Treasurer; 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. Rate Making

i. **Decrease in Westchester County Governmental Customer Rates – Notice of Adoption**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve a decrease in the production rates for the sale of firm power to the Westchester County Governmental Customers ('Customers") in 2021. This proposed action is consistent with the rate-setting process set forth in the 2006 Supplemental Electricity Agreements executed by the Customers and the Authority and in accordance with the State Administrative Procedure Act ('SAPA').

As part of this final proposed action, Authority staff is seeking approval to decrease the production rates of the Customers by $0.78 million, or 3.14%, as compared to the 2020 rates. The proposed decrease is driven by a projected $1.05 million decrease in variable costs, slightly offset by a $228 thousand increase in the fixed costs component of currently effective production costs. The production rate decrease would be effective as of the January 2021 billing period.

BACKGROUND

At their meeting on September 23, 2020, the Trustees directed the publication in the New York State Register of a notice that the Authority proposed to increase production rates by $1.86 million, or 7.49%, for rate year 2021. The proposed increase was driven by an estimated increase in purchase power capacity costs, which are reconciled to actual variable costs incurred by the Authority to serve the Customers, as well as an increase in non-recurring Operations and Maintenance ("O&M") expenses for the Small Hydro facilities.

The Authority's policies and procedures call for a public forum if the fixed costs component of the proposed rate change exceeds a 2.0% increase. Due to the Covid-19 pandemic and the Governor's Executive Order 202.10 as amended, the Authority did not hold a public forum for the Westchester County Governmental Customer rates in 2020. The State Register notice was published on October 14, 2020 in accordance with the SAPA. The sixty-day public comment period was then established and subsequently closed on December 14, 2020. The Customers and the general public were encouraged to send in any comments concerning these rates during the 60-day public comment period under SAPA. There were no public comments received during the comment period.

DISCUSSION

The proposed rate decrease is based on a pro forma Cost of Service ('COS') prepared by the Authority staff and is aligned with the Authority's 2021 Budget approved by the Trustees on December 9, 2020.

Staff is now proposing a decrease of $278 thousand in fixed costs as compared to the proposal at the September 2020 meeting. As part of this final proposed rate action, the fixed costs component is expected to increase by $228 thousand from $1.26 million in 2020 to $1.49 million in 2021. The proposed increase is primarily driven by a projected increase in O&M costs at the Small Hydro facilities due to increases in non-recurring project expenses. The largest of these projects is the Crescent dam B abutment concrete repairs, which is expected to incur $4.0 million in project expenses.

The variable costs component of rates is estimated based on the market price snapshot at the time of the COS development. Due to the market's variability, the Authority passes through all variable costs to the Customers by way of an Energy Charge Adjustment ('ECA') cost-recovery mechanism. This

ECA mechanism reconciles through a monthly charge or credit the difference between the projected variable costs of electricity recovered by the tariff rates and the monthly actual variable costs incurred by the Authority to serve the Customers. The estimated variable costs component is projected to decrease $1.05 million from $23.69 million in the Final 2020 COS to $22.64 million in the Final 2021 COS. The primary cost element, energy purchases, is projected to be $16.60 million in 2021 and accounts for 69% of the total production costs. The projected 2021 energy prices are expected to be lower than those that were projected for 2020 and incorporated into the rates that are currently in effect. Somewhat offsetting the decrease in energy purchases are higher capacity costs due to a projected increase in Lower Hudson Valley and Rest of State capacity prices.

Based on further staff analysis, the Final 2021 Westchester County Governmental Customers' COS is $24.13 million. Applying current rates to the 2021 Customer sales forecast results in projected revenues of $24.91 million, representing a revenue surplus of $0.78 million, triggering this final action to decrease production rates by 3.14%.

The current 2020 and final 2021 proposed rates with the 3.14% rate decrease are shown in Exhibit '5c i-A.'

FISCAL INFORMATION

The proposed production rates are pro forma cost-based, and with the application of the Energy Charge Adjustment mechanism, staff anticipates that the Authority will recover all costs incurred in serving the Customers. The adoption of the 2021 production rate decrease would have no effect on NYPA's financial position.

RECOMMENDATION

The Senior Vice President – Finance and the Senior Director – Revenue & Pricing Analysis recommend that the Trustees authorize the Corporate Secretary to file a Notice of Adoption with the New York State Department of State for publication in the New York *State Register* for the adoption of a production rate decrease applicable to the Authority's Westchester County Governmental Customers.

The Trustees are also requested to authorize the Senior Director of Key Account Management, or his designee, to issue written notice of adoption and the revised tariff leaves, as necessary, to the affected Customers.

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 Senior Director of Key Account Management, or his designee, to issue written notice to the affected Customers of this final action by the Trustees for a 3.14% decrease in the production rates applicable to the Westchester County Governmental Customers as set forth in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the Corporate Secretary of the Authority be, and hereby is, directed to file such notices as may be required with the Secretary of State for publication in the New York *State Register* and to submit such other notice as may be required by statute or regulation concerning the rate decrease; 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. Canal Corporation

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 Board of Directors' are requested to approve the extension and/or funding of the procurement (services) contracts listed in Exhibit '5d i-A,' in support of projects and programs for the Canal Corporation's Business Units/Departments and Facilities. Detailed explanations of the recommended awards and extensions, including the nature of such services, the basis for the new awards if other than to the lowest-priced, lowest total cost of ownership or 'best value' bidders and the intended duration of such contracts, or the reasons for the extension and the projected expiration dates, are set forth in the discussion below.

BACKGROUND

Section 2879 of the Public Authorities Law and the Canal Corporation's Guidelines for Procurement Contracts require Board of Directors' ('Board') approval for procurement contracts involving services to be rendered for a period in excess of one year.

The Canal Corporation's Expenditure Authorization Procedures ('EAPs') require Board 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 awards.

The Canal Corporation's EAPs also require Board 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

Extensions

Although the firms identified in Exhibit '5d i-A' 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. Board 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 Canal Corporation to terminate the services at the Canal Corporation's convenience, without liability other than paying for acceptable services rendered to the effective date of termination. These contract extensions do not obligate the Canal Corporation to a specific level of personnel resources or expenditures.

Extension of the contracts identified in Exhibit '5d i-A' 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 Canal Corporation 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 Canal Corporation needs to continue until a permanent system is put in place.

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

Extensions and/or Additional Funding Requests:

Utility Operations – Construction, Engineering and Maintenance

On January 24, 2020, Canal Corporation issued a twelve-month construction non-personal services contract to **James H. Maloy, Inc. ('JHM') (4400004721)** in the amount of $1.109 million for the Structural Slab over Existing Culvert, Lower Needle Sill Repairs, Roadway Pavement Rehabilitation, and Crane Pad Construction at Lock E-7 in the Town of Niskayuna, Schenectady County, New York. Due to COVID-19 pandemic this project was suspended in March 2020, and in June 2020 was directed to suspend all construction activities on the project. This suspension of work has necessitated a project completion date extension. In addition, budgeting changes have postponed some tasks until 2021 as directed by the budget committee. Staff requests Board approval for an extension from January 24, 2021 thru August 31, 2021 including interim approval for the period January 24, 2021 through January 26, 2021. Additional funds of $170,731.33 (calculated from the estimated cost of $137,501.12 for dewatering during shutdown and $33,230.19 for sinkhole and crack sealing repairs) is being requested. It should be noted that JHM is a Small Business Enterprise.

FISCAL INFORMATION

Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2020 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 Vice President – Strategic Supply Management; the Regional Manager – Canal Corporation; and the Canal Eastern Division Construction Manager recommend that the Board of Directors approve the extension and/or funding of the procurement (services) contracts listed in Exhibit '5d i-A,' 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 Canal Corporation, the contracts listed in Exhibit "5d i-A," 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 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.

e. Governance Matters

i. **Approval of the Minutes**

On motion made and seconded the Minutes of the following meetings were unanimously approved:

1. Minutes of the Special Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on October 26, 2020.

2. Minutes of the Special Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on November 12, 2020.

3. Minutes of the Regular Joint Meeting of the New York Power Authority's Trustees and Canal Corporation's Board of Directors held on December 9, 2020.

6. Next Meeting

The joint Annual meeting of the New York Power Authority's Trustees and the Canal Corporation's Board of Directors will be held on March 30, 2021**,** 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 11:18 a.m.

Karen Delince

Karen Delince
Corporate Secretary

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

EXHIBITS

For

January 26, 2021

Joint Regular

Meeting Minutes

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Exhibit 4a i-A

President and Chief Executive Officer's Report

Gil Quiniones

President & Chief Executive Officer

January 26, 2021

What I will cover today……

1. **COVID-19 Update**
2. **2020 Accomplishments**
   - ✓ Overall Performance
   - ✓ COVID-19 Response
   - ✓ Financial Management
   - ✓ Management of Capital Portfolio
   - ✓ VISION2030
   - ✓ DEI Plan
   - ✓ 2021 State of the State
   - ✓ Transmission Expansion

COVID-19 Update

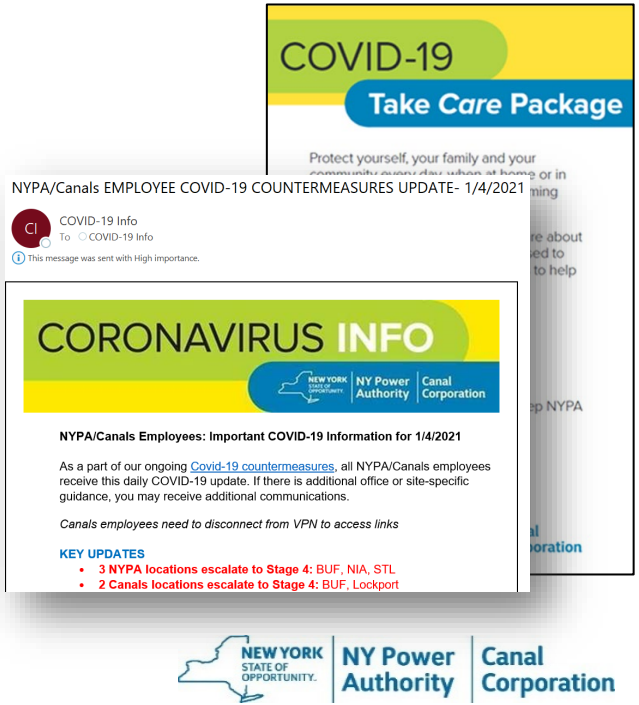
Frequent and transparent communication

Continued employee-first approach with transparent status of positivity rates and countermeasures through regular updates:

- Daily **COVID-19 Countermeasures communications** with latest status and information
- Developing a **vaccine education campaign**, beginning in February

Our COVID-19 response goals:

1. **Employee Safety** – The health, safety and well-being of NYPA and Canals personnel is our #1 priority and the first consideration in every decision we make
2. **Continuity of Operations** – We must continue to deliver the many vital services we provide to the people of New York State



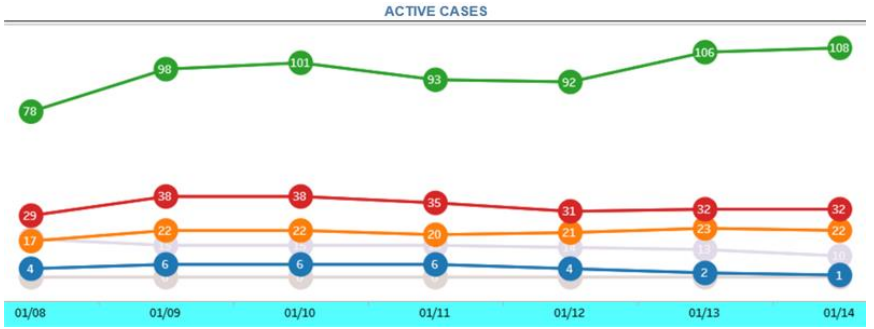
Continuing to apply our countermeasures

As anticipated, following end of year holidays, positivity rates remain elevated.

Thanks to our data-driven countermeasures and employee vigilance, our employee positivity rates remain extremely low and well below state averages.

Stage	Triggers	Countermeasure Strategy
0	<2.5% positivity	**Maintain current readiness –** 100% masks
1	2.5-5% positivity in a county/region	**Increase vigilance and precautions** – Twice daily health surveys, increased monitoring, prepare for closing visitor centers and outdoor recreational facilities
2	5-7.5% positivity in a county/region	**Initiate ICS, start reducing office density** – 50% of facilities admin staff remote, WPO at 25% capacity, suspend inter-regional travel, suspend elective projects
3	7.5-10% positivity **OR** 10-20% employees out	**Start testing, admin staff 100% remote** – Labor moves to 2 shifts with COVID-19 test weekly, suspend all priority 1 PMs, mobilize for sequestration
4	10-15% positivity **OR** 20-25% employees out **OR** 25% live in a moderately infected country/region	**Move to essential work only, testing every rotation, mobilize for sequestration** – Essential operations and security staff on 1-week crew rotations with COVID-19 testing, regulatory priority 2 and 3 maintenance work only, suspend all non-essential construction maintenance
5	15%+ positivity **OR** >25% employees out **OR** 30% live in heavily infected county/region	**Sequestration** – Sequester essential operating and security staff, 2-week crew rotation with COVID-19 testing

High level summary of Countermeasure Guidelines document



	01/08	01/09	01/10	01/11	01/12	01/13	01/14
Tested Cases	29	38	38	35	31	32	32
Positive Cases	17	22	22	20	21	23	22
Negative Cases	4	6	6	6	4	2	1
Travel Cases	18	15	15	15	14	13	10
Cluster	0	0	0	0	0	0	0
Red Zone	0	0	0	0	0	0	0
Symptom Expososure	78	98	101	93	92	106	108

- **Quarantine** - Employees that reported exposure, symptoms, positive
- **Tested Cases*** - Employees who have been or are pending test results
- **Negative Cases*** - Testing results shared with NYPA were negative
- **Positive Cases*** – Testing results shared with NYPA were positive

** Subset of Quarantine count*

Data as of 1/14/2021

Minimizing risk to safety with a comprehensive testing program

We are using a comprehensive testing program to keep people safe and reduce the need to sequester.

Testing strategy:

- Conducting mandatory testing in areas with greater than 7.5% positivity and pre-emptive voluntary testing in high-risk areas
- Employing multiple testing options to ensure testing is available when and where needed
- The SUNY Clarifi COVID-19 test is our primary testing approach – **one of least invasive and most accurate methodologies in the world**
- Piloting wastewater sampling for community surveillance of our sites

Vaccination strategy:

- Preparing a comprehensive employee vaccine education program
- Performing all-scenario planning for effective vaccination distribution
- Supporting New York State efforts by staffing vaccination sites and phone lines

SUNY Upstate Medical University to Partner with New York Power Authority to Test Essential Utility Workers for COVID-19 Using #1 Ranked Saliva Test – SUNY Press Release

NEW YORK STATE OF OPPORTUNITY. NY Power Authority | Canal Corporation

2020 Accomplishments

2020 Accomplishments – Overall Performance through December 2020

	YTD Target	YTD Actual
Maintain Infrastructure		
Generation Market Readiness	99.40%	99.93%
Transmission System Reliability	90.50%	92.84%
Financial Management		
Debt Coverage Ratio (Q)	2.50	9.90
O&M Budget Performance ($M)	$519.02	$508.76**
Energy Services		
Greenhouse Gas (GHG) Saved (Tons)	13,235*	13,235
MMBTUs Saved in State Facilities	99,334*	99,334
Workforce Management		
Skilled Workforce: Retention (Q)	2,005	6,197
Safety Leadership		
DART Rate	0.78	0.39
Environmental Responsibility		
Environmental Incidents	50	29

*COVID Adjusted

**Preliminary EOY Results

YTD Performance Measure Status

●	Meeting or exceeding target
▲	Missing target
■	Significantly missing target
◆	No updated data
▬	Informational, no target

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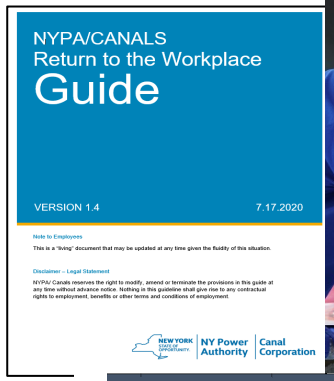
2020 Accomplishments – COVID-19 Response

- ✓ **Responsible "Return To Work"** (RTW) plans
- ✓ **Robust Contact Tracing Program** and case tracking tool used to monitor known and possible exposures so quarantining can be swift and targeted
- ✓ **Communications** – maintaining engagement and empowering employees with information
- ✓ **Launched Economic Development Customer Assistance Program**
- ✓ **Countermeasures** – established six stages of countermeasures in preparation for second wave of COVID19
- ✓ **Coordination** – coordinate the shared activities of NY state utilities and power plant owners
- ✓ **Supported State COVID19 Response**
- ✓ **SUNY Upstate Partnership to Test Essential Utility Workers for COVID-19**


NYPA/CANALS
Return to the Workplace
Guide

VERSION 1.4 7.17.2020

Note to Employees

This is a "living" document that may be updated at any time given the fluidity of this situation.

Disclaimer – Legal Statement

NYPA/ Canals reserves the right to modify, amend or terminate the provisions in this guide at any time without advance notice. Nothing in this guideline shall give rise to any contractual rights to employment, benefits or other terms and conditions of employment.

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STAGE	TRIGGER FACTORS	SUMMARY COUNTERMEASURE STRATEGY
	2.5% positivity	**Maintain current readiness**
1	2.5-5% positivity in a county/region with an office, facility or customer site	**Increase vigilance and safety measures –** Twice daily health surveys, increased monitoring, prepare for closing visitor centers and outdoor recreational facilities
2	5-7.5% positivity in a county/region with an office, facility or customer site	**Initiate ICS, start reducing office density** – 50% of facilities admin staff remote, WPO at 25% capacity, suspend inter-regional travel, suspend elective projects
3	7.5-10% positivity **OR** 10-20% employees out	**Start testing employees doing essential work, mobilize for sequestration, admin staff 100% remote** – Labor moves to 2 shifts with COVID-19 test weekly, suspend all priority 1 PMs, mobilize for sequestration
4	10-15% positivity **OR** 20-25% employees out **OR** 25% live in a moderately infected country/region	**Move to essential work only, testing every rotation –** Essential operations and security staff on 1-week crew rotations with COVID-19 testing, regulatory priority 2 and 3 maintenance work only, suspend all non-essential construction maintenance
5	15%+ positivity **OR** >25% employees out **OR** 30% live in heavily infected country/region	**Sequestration –** Sequester essential operating and security staff, 2-week crew rotation with COVID-19 testing

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2020 Accomplishments – Financial Management

$1.2B Bond Issuance

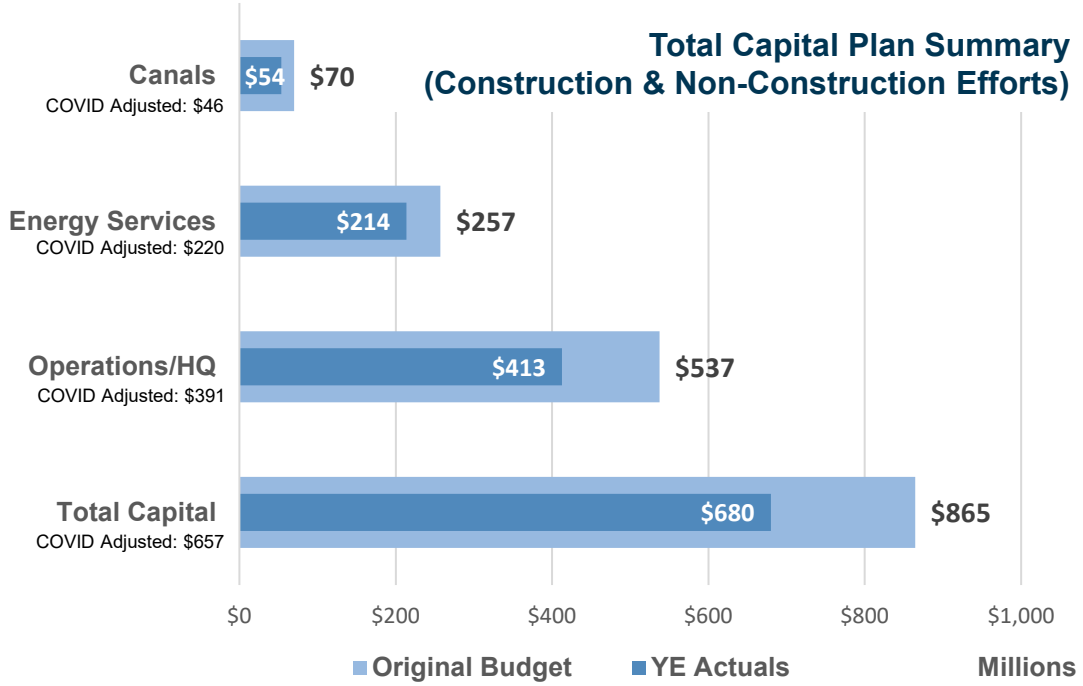
Bond Buyer's Deal of the Year 2020 in the Northeast Region

Fixed Cost Coverage Ratio

Credit Rating

2020 Accomplishments – Management of Capital Portfolio

Capital Summary – Original Budget vs. YE Performance



YE Actuals are as of P.13 Preliminary Close – 01.15.21
Energy Services actuals exclude grants

Current Construction Status (Entire Organization)

2020 *Preliminary* Total Capital Spend is **$680M** on a modified forecast (COVID-adjusted) of **$657M**

3.5% Over Goal

There are currently **182** Projects actively in construction across New York State valued at **$502M**

$502M Active

Of the active construction work, **28** projects across **41** locations are ***paused*** due to COVID impacts. This response is in alignment with the established Project Countermeasures plan.

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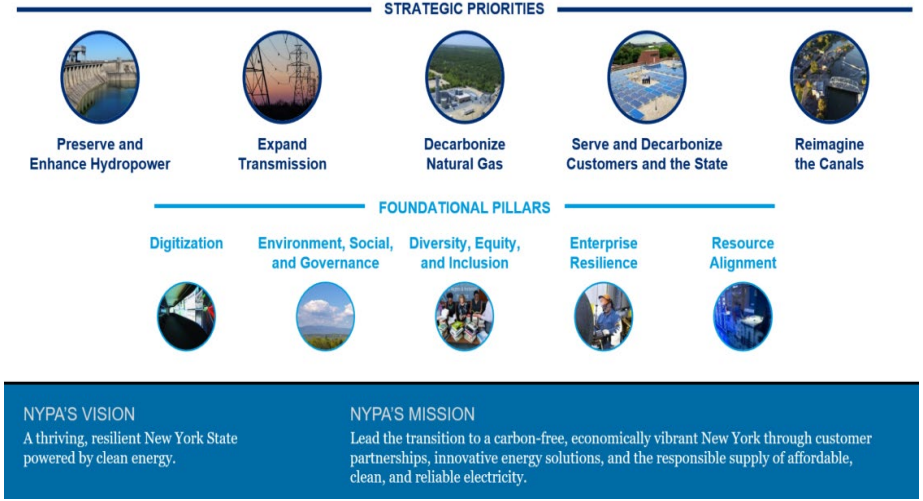
2020 Accomplishments – VISION2030

- ✓ Refreshed Mission, Vision, and Values
- ✓ Established Strategic Priorities, and Foundational Pillars

Our Values

- We work for the **greater good and a stronger, sustainable** New York
- We hold ourselves to the **highest standards of integrity, safety, and excellence**
- We are **resilient and use our ingenuity** to make big things happen
- We draw strength from **our diversity — everyone contributes, everyone belongs**
- We **work as one team**, putting our trust and confidence in each other



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VISION2030 – Ten Point Racial Justice and Equity Plan

Overall, NYPA's investment of $682M in industry-leading programs will exemplify its commitment to diversity, equity and inclusion and expand opportunities in underserved communities, increase minority and women owned businesses and create a culture where all employees are valued.

- **$500M Customer Energy Solutions programs in underserved communities** to advance energy equity.
- **Increase the annual incremental MWBE spend to $160M** by investing in the participation of minority and women owned businesses in the supply chain through mentoring, education and outreach.
- **Triple the incremental investment of DEI programs to $22.3M** and expand NYPA's commitment to develop, retain and engage staff by investing in training, career and leadership programs and establish programs to build trust and demonstrate equity. Build a pipeline of diverse clean energy workers by providing scholarships and education programs for students of color.

NEW YORK STATE OF OPPORTUNITY. NY Power Authority | Canal Corporation

2021 State of the State – Reimagine | Rebuild | Renew
A Bold Agenda for Building the Green Economy

1. Build Large Scale Renewables
2. Start NY Manufacturing
3. Build Transmission Capacity
4. Create a Green Energy Workforce Training Program

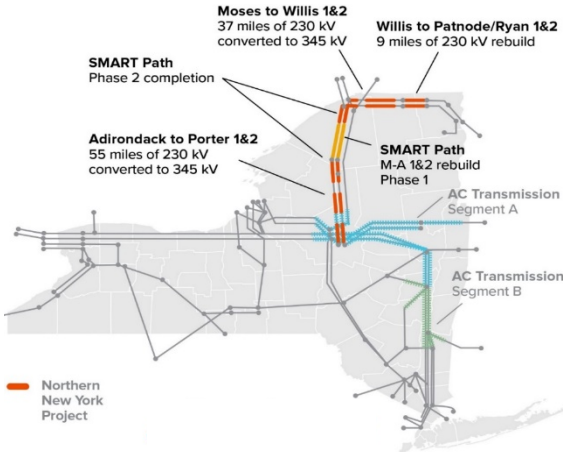
Green Energy Program	Largest Off-Shore Wind Program in the Nation	Initiative to Make New York a Global Wind Energy Manufacturing Powerhouse	Construction of a Green Energy Transmission Superhighway
Will Create a Total of 12,400 Megawatts of Green Energy; to Power 6 Million Homes; Directly Create More Than 50,000 Jobs, and Spur $29 Billion in Private Investment All Across the State	Anchored by the Two Largest Offshore Wind Projects in the Nation	Include Upgrades to Create Five Dedicated Port Facilities in Albany, Coeymans, South Brooklyn, Port Jefferson and Port of Montauk Harbor	Bring Clean Energy Generated Upstate to Needed Areas Downstate; Involves Several Project in Western New York, Mid-Hudson, and the Capital Region

NEW YORK STATE OF OPPORTUNITY. NY Power Authority | Canal Corporation

VISION2030 – Expand Transmission

SMART Path

Project to provide a more resilient and reliable electric system upstate to **provide 900MW of renewable energy** to 900k homes statewide. **104 Structures installed; 21-mile section energized.**



AC Transmission Segment A

'Marcy to New Scotland Project' Public Policy Transmission Need (PPTN) project to **increase UPNY/SENY transfer limit by 350 MW** and address system congestion while improving ageing infrastructure. **NYPA acquired 37.5% ownership stake in a project.**

Northern New York

Establish a continuous 345 kV path in Northern NY **expanding the deliverability of approximately 1,000 MW of renewable generation** and address congestion. **First 'priority project'** under Accelerated Renewable Energy Growth and Community Benefit Act.

NEW YORK STATE OF OPPORTUNITY. NY Power Authority | Canal Corporation

NY Power Authority | Canal Corporation

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Exhibit 4b-A

Chief Operations Officer's Report

Joseph F. Kessler, P.E.

Executive Vice President & Chief Operating Officer

January 26, 2021

Level 1 KPIs: Year End December 2020

KPI Name	Year End Target	Year End Actual	Status
Optimize financial performance of generation & transmission assets			
Generation Market Readiness	99.40%	99.93%	
Transmission System Reliability	90.50%	92.84%	
Eliminate physical, cyber, environmental and safety risks to employees and the public			
Environmental Incidents	50	29	
DART Rate	0.78	0.39	

Legend:

Meeting or exceeding target

Missing target

Significantly missing target

NEW YORK STATE OF OPPORTUNITY. NY Power Authority | Canal Corporation

Next Generation Niagara: Controls Upgrade in Progress

- Completed tasks
  - Demolished Exciter, Unit Control Board (UCB), & Governor Cabinets
  - New UCB & Independent Governor Control installed
  - Pulling cables in tunnels from Service & Relay Bldg. to Robert Moses
- Upcoming tasks for next month/quarter
  - Main Control Room Upgrades
    - Lighting
    - Operator Workstations
    - Video Display Wall
- Unit 12 Return to Service - May 2021
- Estimate At Completion: $213M contained in the $1.1B Program

Lewiston Pump Generating Plant LEM

- PG-10 (the 11th unit overhaul) returned to service on Dec. 18th per the revised outage schedule (Covid-19 pause of 3 months)
- Project challenges:
  - Additional and unplanned work scope to replace the Motor Generator – Rotor Rim/Ledge and laminations
  - Covid-19 Pandemic/delay and the implementation of new work precautions.
- PG-1 is the 12th unit in the sequence, outage commenced on Jan. 4th
- Program costs remain on target within the approved $460 Million Plan
- Program completion including re-work units, on schedule for December 2022

NY Power Authority | Canal Corporation

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Exhibit 4c-A

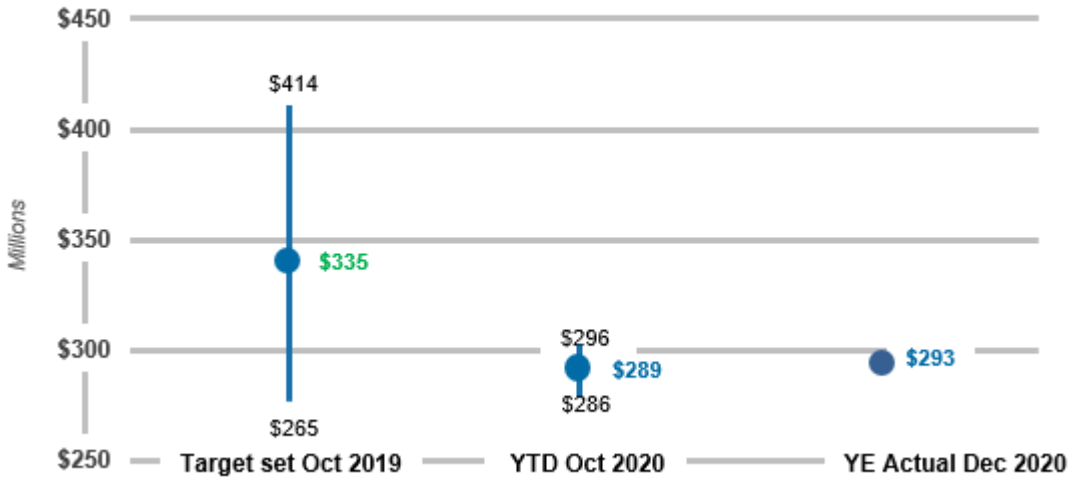
Chief Commercial Officer's Report

Sarah Orban Salati
EVP & Chief Commercial Officer

January 26, 2021

Electricity Supply – Year End Results

Merchant Gross Margin



YE Target $335M / COVID Adjusted $311M

- 2020 Actual Merchant Gross Margin $293M
- 2020 Energy and Capacity Hedge Settlements - $19M & $29M respectively

Economic Development

1,772 Megawatts
Power Allocated

406,106
Jobs Retained

$21.3 Billion
Capital Committed

- Within Target
- Outside of Target
- Significantly Outside of Target Range

NEW YORK STATE OF OPPORTUNITY. NY Power Authority

Customer Offerings – Year End Performance

Key Performance Indicator	Year End Results	Budgeted 2020 Target / COVID Adjusted YE Target
Clean Energy Solutions	$214M Capital Spend	$251M / $220M
	$16.8M Non-Utility Revenues	$26M / $19M
EVolve	25 Public DCFC Charging Ports at six sites	200 / 40 Ports
New York Energy Manager	580M Data Records	600M / 600M

Within Target Outside of Target Significantly Outside of Target Range

NEW YORK STATE OF OPPORTUNITY. NY Power Authority

2020 Contributions to Customers and Clean Energy Priorities

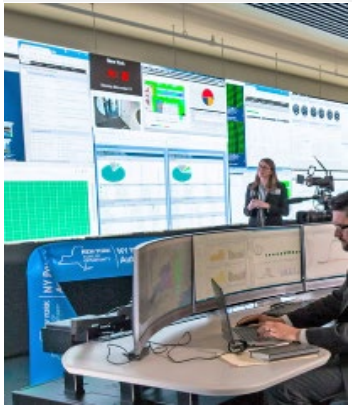
Economic Development

Economic Development Customer Assistance Programs 1.0 & 2.0

Providing financial relief and price certainty

Nearly 50% subscribed

Distributed Energy Resources / Flexibility

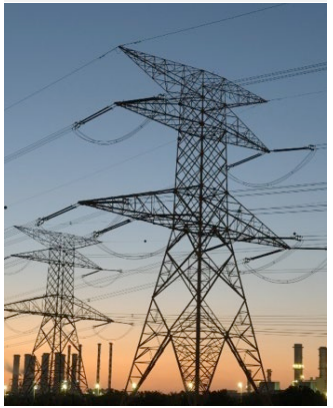


Robust 230 MW solar PV & 35 MW battery storage pipeline

Environmental Justice focus

Product & organizational synergies from digital and distributed energy

Transmission & Renewables

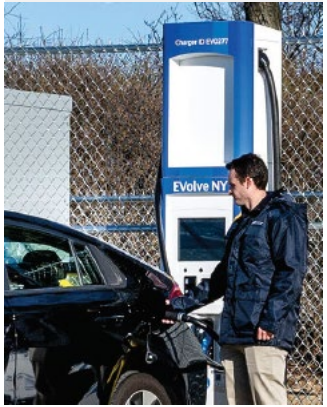


Over $3B in development acceleration

Onshore and Offshore transmission focus

Over 200MW large scale renewable and storage projects secured for NY

eMobility



Largest non-Tesla DCFC charging hub in Northeast at JFK

14 bus chargers installed at three transit agencies

Kickstarted Master Bus Transit Plan with NYSERDA

NEW YORK STATE OF OPPORTUNITY. NY Power Authority

NY Power Authority | Canal Corporation

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority | Canal Corporation

Exhibit 4d-A

Chief Financial Officer's Report

Adam Barsky
EVP & Chief Financial Officer

January 26, 2021

PRELIMINARY 2020 YEAR-END RESULTS

In $ Thousands	2020 Budget ($)	2020 Current ($)	Variance ($)
Net Operating Income			Current vs Budget
Operating Revenue			
Customer Revenue	$1,785,929	$1,597,789	($188,139)
Market-Based Power Sales	524,543	403,910	(120,632)
Non Utility Revenue	30,128	18,711	(11,416)
Ancillary Service Revenue	45,417	32,546	(12,870)
NTAC and Other	194,244	215,137	20,894
Operating Revenue Total	**2,580,259**	**2,268,094**	**(312,164)**
Operating Expense			
Purchase Power	(623,424)	(432,313)	191,112
Ancillary Service Expense	(58,270)	(51,298)	6,972
Fuel Consumed	(147,683)	(109,047)	38,636
Wheeling	(644,109)	(650,343)	(6,234)
Operations & Maintenance	(612,582)	(597,590)	14,992
Other Expense	(79,885)	(69,286)	10,599
Covid-19 Expense*	0	(6,117)	(6,117)
Operating Expense Total	**(2,165,954)**	**(1,915,994)**	**249,960**
EBIDA Total	**414,305**	**352,101**	**(62,204)**
EBIDA NYPA	*505,332*	*433,489*	*(71,843)*
EBIDA Canals	*(91,027)*	*(81,388)*	*9,639*
Non Operating			
Interest and Other Expenses			
Interest & Other Expenses	(120,919)	(119,869)	1,050
Investment and Other Income	28,726	34,838	6,111
Mark to Market Adjustments	(359)	(8,029)	(7,670)
Depreciation & Amortization	(280,280)	(275,835)	4,446
Interest and Other Expenses Total	**(372,832)**	**(368,896)**	**3,936**
NET INCOME	**$41,473**	**($16,795)** Unaudited	**($58,268)**

Margins - Generation**	($54,644)	
Margins - Transmission***	(14,018)	
Margins - Non Utility	(13,017)	
Operating Expenses	19,474	
		(62,204)
Non-Operating Net	3,936	
		($58,268)

** *Includes Merchant Gross Margin Variance of ($42,840): Budget @ $335,449 vs Current @ $292,609*

*** *Includes RTEP payment of $32,810*

EBIDA: Earnings Before Interest Depreciation & Amortization

***Covid-19:** Expected incremental expenses into the forecast.

FCCR	**2.1X**	**2.3X**
DSCR	**5.5X**	**9.9X**

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YEAR-END VARIANCE ANALYSIS

BUDGETED YEAR-END NET INCOME	$41,473

Operating Variances		Variance Drivers
Margins – Generation	**(54,644)**	Due primarily to lower market prices and the resulting decrease of projected market-based power sales, partially offset by increased hydro generation at the Niagara and St. Lawrence facilities, favorable hedge settlements, and favorable capacity sales.
Margins – Transmission	**(14,018)**	Due primarily to higher than budgeted HTP RTEP payments, partially offset by increased transmission revenue requirements that went into effect in July.
Margins – Non-Utility	**(13,017)**	Due primarily to lower than budgeted Energy Efficiency revenue.
Operating Expenses	**19,474**	Due primarily to underspends in site operations & maintenance expenses, as well as other expenses.
Non-Operating Variances		
Interest Expense, Net	**3,936**	Due primarily to a realized gain on sale of securities and lower than budgeted depreciation, partially offset by mark-to-market losses on the Authority's investment portfolio.

PRELIMINARY YEAR-END NET INCOME	($16,795)

NY Power Authority | Canal Corporation

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Life Technologies Corporation ("Life Technologies")
Location:	Grand Island, NY
County:	Erie County
IOU:	National Grid
Business Activity:	The company produces cell culture products for use in the pharmaceutical industry. These products are used in life sciences research and a wide variety of medical, diagnostic, therapeutic, and biotechnology applications.
Project Description:	Life Technologies is proposing to construct a 43,500 square foot addition to its existing manufacturing plant in Grand Island. The expansion would accommodate the production of Animal Origin Free and Advanced Granulation Technology products. The project would also support an upgraded Water for Injection system to increase the production capacity of approximately 12,000 square feet of renovated space.
Existing Allocation(s):	775 kW of Replacement Power 506 kW of ReCharge New York Power
Power Request:	5,316 kW of EP
Power Recommended:	3,600 kW of EP
Job Commitment:	
Base:	1,063
New:	At least 140 jobs
New Jobs/Power Ratio:	39 jobs/MW
New Jobs - Avg. Wage and Benefits:	$48,210
Capital Investment:	At least $175 million
Capital Investment/MW:	$48.6 million/MW
Other ED Incentives:	Applicant submitted applications to Erie County Industrial Development Agency and Empire State Development
Summary:	An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Life Technologies to consider additional expansion opportunities at the Grand Island facility in the future.

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Stavatti Aerospace Ltd ("Stavatti")
Location:	Niagara Falls, NY
County:	Niagara County
IOU:	National Grid
Business Activity:	The company is a manufacturer of military, civilian, and general aviation aircraft.
Project Description:	Stavatti is proposing to establish an aircraft research, design, and prototyping facility at the Niagara Falls International Airport ("NFIA").
Existing Allocation(s):	None
Power Request:	3,625 kW of EP
Power Recommended:	2,700 kW of EP
Job Commitment:	
Base:	0
New:	At least 363 jobs
New Jobs/Power Ratio:	134 jobs/MW
New Jobs - Avg. Wage and Benefits:	$204,820
Capital Investment:	At least $155.926 million
Capital Investment/MW:	$57.8 million/MW
Other ED Incentives:	(1) Niagara County Industrial Development Agency and (2) Empire State Development
Summary:	Stavatti has identified the NFIA as the potential location at which to establish an aircraft research, design, and prototyping facility. This would be housed at the site of the former U.S. Army Reserve Center. The NFIA meets the company's hangar, facilities, and runway requirements. The project would support the creation of at least 363 new jobs and nearly $156 million in capital spending. In addition to the building acquisition, the project includes the purchase of manufacturing equipment, tooling jigs, fixtures, workstations, and software. An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Stavatti to consider additional expansion opportunities at the NFIA in the future.

Exhibit 5a i-B-1

January 26, 2021

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

Stavatti Aerospace Ltd

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 Stavatti Aerospace Ltd ("Customer") with offices and principal place of business at 9400 Porter Road, Niagara Falls, NY 14304. 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

Stavatti Aerospace Ltd
9400 Porter Road
Niagara Falls, NY 14304
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:

STAVATTI AEROSPACE LTD

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: Stavatti Aerospace Ltd **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	2,700 kW	9400 Porter Road Niagara Falls, New York 14304	January 26, 2021	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 363 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 $155,926,200 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**
Building Purchase	$ 1,300,000
Tooling jigs and fixtures	$ 81,666,200
Manufacturing equipment	$ 62,300,000
Workstations and software	$ 10,660,000
Total Minimum Expansion Project Capital Investment Commitment:	**$155,926,200**

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 January 26, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

Exhibit 5a i-C

January 26, 2021

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Sucro Real Estate NY, LLC ("Sucro")
Location:	Lackawanna, NY
County:	Erie County
IOU:	National Grid
Business Activity:	The company operates sugar refineries at several U.S. and international locations.
Project Description:	Sucro is proposing to establish a full-scale sugar refinery at the former Bethlehem Steel site in Lackawanna.
Existing Allocation(s):	None
Power Request:	9,000 kW of EP
Power Recommended:	5,000 kW of EP
Job Commitment:	
Base:	0
New:	At least 50 jobs
New Jobs/Power Ratio:	10 jobs/MW
New Jobs - Avg. Wage and Benefits:	$62,638
Capital Investment:	At least $19 million
Capital Investment/MW:	$3.8 million/MW
Other ED Incentives:	(1) Erie County Industrial Development Agency, (2) Empire State Development, (3) National Grid, and (4) National Fuel Gas Company
Summary:	Sucro is proposing to develop a full-scale sugar refinery at the former Bethlehem Steel site in Lackawanna. The project site encompasses 12 acres which includes three large buildings requiring extensive renovations. The plant would produce organic and conventional refined sugar in both granular and liquid forms. The project would support the creation of at least 50 new jobs and $19 million in capital spending. This includes land investment, renovation, and refinery construction costs. An allocation of low-cost hydropower, along with other support offered for this project, could incentivize Sucro to consider additional expansion opportunities at the Lackawanna site in the future.

Exhibit 5a i-C-1

January 26, 2021

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

Sucro Real Estate NY, 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 the Sale of Expansion Power and/or Replacement Power ("Agreement") with Sucro Real Estate NY, LLC ("Customer") with offices and principal place of business at 2303 Hamburg Turnpike, Lackawanna, NY 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

Sucro Real Estate NY, LLC
2303 Hamburg Turnpike
Lackawanna, NY 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:

SUCRO REAL ESTATE NY, LLC

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: Sucro Real Estate NY, LLC **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	5,000 kW	2303 Hamburg Turnpike Lackawanna, New York 14218	January 26, 2021	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 50 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 $19,000,000 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:

DESCRIPTION	**EXPENDITURE**
Land investment	$ 250,000
Renovations	$ 11,750,000
Warehouse renovation	$ 200,000
Initial refinery construction	$ 5,000,000
Refinery expansion	$ 1,800,000
Total Minimum Expansion Project Capital Investment Commitment:	**$ 19,000,000**

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 January 26, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

Exhibit 5a i-D

January 26, 2021

APPLICATION SUMMARY
Expansion Power ("EP")

Company:	Trek, Inc. ("Trek")
Location:	Lockport, NY
County:	Niagara County
IOU:	New York State Electric & Gas
Business Activity:	The company is a manufacturer of electrostatic measurement and high voltage solutions.
Project Description:	Trek is proposing to establish a High Voltage Center of Excellence ("HVCOE") at their Lockport facility. Several sites are competing for this project and a hydropower allocation may help in the Lockport site being selected for the expansion.
Existing Allocation(s):	None
Power Request:	395 kW of EP
Power Recommended:	350 kW of EP
Job Commitment:	
Base:	122
New:	At least 30 jobs
New Jobs/Power Ratio:	86 jobs/MW
New Jobs - Avg. Wage and Benefits:	$76,710
Capital Investment:	At least $6 million
Capital Investment/MW:	$17.1 million/MW
Other ED Incentives:	Applicant submitted applications to Niagara County Industrial Development Agency and Empire State Development
Summary:	Trek is considering its Lockport site for the creation of a HVCOE. Several other sites are competing for this project and an allocation of low-cost hydropower, along with other support offered, could incentivize Trek to select its Lockport facility for the expansion. The establishment of a HVCOE would allow the company to centralize engineering resources, develop new manufacturing capabilities, and eliminate redundancies within their organization. The project would support the creation of at least 30 new jobs and $6 million in capital spending. This includes construction costs, production equipment, and capital facility expenses.

Exhibit 5a i-D-1

January 26, 2021

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

Trek, 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 Trek, Inc. ("Customer") with offices and principal place of business at 190 Walnut Street, Lockport, NY 14094. 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

Trek, Inc.
190 Walnut Street
Lockport, NY 14094
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:

TREK, 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: Trek, Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility and Address**	**Trustee Approval Date**	**Allocation Expiration Date**
EP	350 kW	190 Walnut Street Lockport, New York 14094	January 26, 2021	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 152 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 $6,000,000 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:

DESCRIPTION	**EXPENDITURE**
Building expenses	$2,848,000
Production equipment	$2,012,000
Capital facility expenses	$1,140,000
Total Minimum Expansion Project Capital Investment Commitment:	**$6,000,000**

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 January 26, 2024 (*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. <u>For Customer with hourly billing:</u> 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. <u>For Customer with monthly billing:</u> 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 (10^{th}) 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 ±5.0% ("±5% Collar"). Amounts outside the ±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 ±5% Collar, as described below.

   a) When the AAF falls outside the ±5% Collar, the Excess will be carried over to the subsequent RY. If the AAF in the subsequent RY is within the ±5% Collar, the current RY Excess will be added to/subtracted from the subsequent Rate Year's AAF, up to the ±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 ±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 (2013)	Measuring Year - 1 (2012)
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

State	Revenues ($000s)	Sales (MWh)	Avg. Rate (cents/kWh)
Measuring Year (2012)			
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	155,903	2,173,679	
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	152,785	2,130,205	
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

Index	Ratio of MY to MY-1	Weight	Weighted Factors
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	0.255
AAF			**1.016**

STEP 3

Apply Collar of ±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

	Demand $/kW-mo.	Energy $/MWh
Current Rate Year Base Rate	7.56	12.91
New Rate Year Base Rate	7.68	13.12

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
UTILITY OPERATIONS – AIR & SUSTAINABILITY PROGRAM	**FIRST ENVIRONMENT, INC.** Butler, NJ **(4500326590)**	12/10/20	Provide Verification Services of Reported Inventory to the Climate Registry	12/09/25	B/P	$15,000	*Note: represents total for up to 5-year term; Interim requested for December 10, 2020 start and $15,000 amount	**$109,225***
UTILITY OPERATIONS - ENGINEERING	**Q20-7056CC; 2 Awards** **1. AEIS LLC dba ATLAS EVALUATION & INSPECTION SERVICES ♦** South Plainfield, NJ **2. HATCH ASSOCIATES CONSULTANTS, INC.** Amherst, NY	01/26/21 (on or about)	Provide Failure Analysis and Metallurgical Testing service	01/25/26	B/P		*Note: represents total aggregate value for a 5-year term	**$2 million ***
UTILITY OPERATIONS - ENTERPRISE RESILIENCE	**Q20-7003SS; 5 Awards** **1. BURNS & MCDONNELL CONSULTANTS, INC.** Kansas City, MO **2. ERNST & YOUNG U.S. LLP** Secaucus, NJ **3. GUIDEHOUSE, INC.** Chicago, IL **4. DELOITTE & TOUCHE LLP** Hermitage, TN **5. TRC ENGINEERS, INC.** Windsor, CT	01/26/21 (on or about)	Provide Enterprise Resilience Program Consulting Services	01/25/26	B/P		*Note: represents total aggregate value for a 5-year term	**$6 million***

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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) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

Plant Site	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Expected Expenditures For Life Of Contract
UTILITY OPERATIONS – FACILITY & INFRASTRUC -TURE PM	**OAK RIDGE HAULING LLC** Danbury, CT **(Q20-7088JM)**	03/01/21	Provide Recycling and Trash Removal services for the Clarence D. Rappleyea (Centroplex) building in WPO	02/29/24	B/S		*Note: represents total for up to 3-year term	**$100,000***
UTILITY OPERATIONS – FACILITY & INFRASTRUC -TURE PM	**TECHNICAL BUILDING SERVICES, INC.** Ballston Spa, NY **(4500326436)**	02/01/21	Provide BAS Repair and Maintenance services for the Clarence D. Rappleyea (Centroplex) building in WPO	01/31/23	S/S		*Note: represents total for up to 2-year term	**$200,000***
UTILITY OPERATIONS - POWER SUPPLY	**A20-00237DW; 2 Awards** **1. CLEAR RIVER ENVIRONMENTAL SERVICE CORPORATION** Ronkonkoma, NY **2. RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE COMPANY, INC. dba UNITED SITE SERVICES** Keasbey, NJ	01/26/21 (on or about)	Provide Wastewater Removal Services for the Richard M. Flynn Power Plant	01/25/26	B/S		*Note: represents total aggregate for up to 5 year term; Clear River awarded $250,000 and Russell Reid awarded $750,000	**$1 million***
UTILITY OPERATIONS – PROJECT MANAGEMENT	**CROWN CASTLE INTERNATIONAL CORPORATION dba CROWN CASTLE FIBER LLC** Houston, TX **(Q20-7054MR)**	01/26/21 (on or about)	Provide support for the Communication Backbone Program Dark Fiber installation from the Authority White Plains Office to NYSTA Route I-287 East Exit 6	01/25/41	B/C		*Note: represents total for up to 20-year lease and maintenance agreements and $338,000 for construction	**$338,000***

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Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

Plant Site/ Bus. Unit	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Authorized Expenditures For Life Of Contract
BUSINESS SERVICES - CORPORATE FINANCE	**Q19-6713RM – 9 Vendors** **1. ADVANCED AUTOMATION CORPORATION** Rome, NY **2. BNP PARIBAS SECURITIES CORPORATION** New York, NY **3. CCA CAPITAL LLC** Boston, MA **4. CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK** New York, NY **5. ERNST & YOUNG LLP** New York, NY **6. GUIDEHOUSE (fka NAVIGANT CONSULTING, INC.)** New York, NY **7. J.P. MORGAN SECURITIES LLC** New York, NY **8. ROCKFLEET FINANCIAL SERVICES, INC. ♦.** New York, NY **9. COHNREZNICK CAPITAL MARKET SECURITIES LLC** New York, NY	03/31/20	Provide for financial advisory services for energy projects consulting services	03/10/25	B/P	*Note: 8 vendors, $2M value and 5-year term approved at the March Trustee meeting; CohnReznick was selected but inadvertently left off the award memo and approved at the July Trustee meeting; On December 15, 2020 aggregate value was increased by $500,000 making total $2.5 million; Additional funding request $5 million; Total aggregate value $7.5 million	$1.85 million	**$7.5 million ***

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Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

Plant Site/ Bus. Unit	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Authorized Expenditures For Life Of Contract
COMMERCIAL OPERATIONS - CUSTOMER BUSINESS DEVELOPMENT	**SUNPOWER CORPORATION dba SOLAR STAR BIG APPLE BTM LLC** San Jose, CA **(Q19-6703HM)**	09/20/2019	Provide the design development process of a Solar Photovoltaic ("PV") system with battery storage at the Port Authority of NY and NJ ("PANYNJ") John F, Kennedy ("JFK") International Airport	09/19/2044	B/N	*Note: represents total for 25-year term, including a five-year extension; including additional funding request of $4,284,255	$0.00	**$21,421,275***
UTILITY OPERATIONS – ENGINEERING	**GREENMAN -PEDERSEN, INC.** Babylon, NY **(4600003011)**	07/14/15	Provide support of the Engineer of Record ("EOR") for the completion of the project	12/31/22	Si/P	*Note: represents total for up to 7-year and 5-month term; including two-year extension; No additional funding requested	$1,942,573.66	**$2.2 million***
UTILITY OPERATIONS – FACILITY & INFRASTRUC -TURE PM	**DONJON MARINE COMPANY, INC.** Hillside, NJ **(4600003904)**	03/11/20	Provide preparation, transportation and placement of obsolete materials in accordance with NYSDEC Material Preparation Guidelines and artificial reef replenishment	03/10/22	B/C	*Note: represents total for up to 2-year term; including a one-year extension; No additional funding requested	$4,730,200.10	**$5 million***
UTILITY OPERATIONS – FACILITY & INFRASTRUC -TURE PM	**EATON CORPORATION** Waukesha, WI **(4500317982)**	01/29/20	Provide the East Dam Hydro Plant rehabilitation for the Village	12/31/21	B/C	*Note: represents total for up to 1-year; including 11-month term; No additional funding requested	$1,257,432.64	**$2.9 million***
UTILITY OPERATIONS, - TRANSMISSION PROJECT MANAGEMENT	**BUFFALO RIVER FEST PARK LLC** Buffalo, NY	01/01/21	Provide continued maintenance at the Park	12/31/23	S/L	*Note: represents total for three 1-year terms running January 1st to December 31st each year 2021, 2022 and 2023	$71,200	**$213,600***

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WESTCHESTER GOVERNMENTAL CUSTOMERS

EXHIBIT "5c i-A"

Service Tariff No. 200 Rate Comparison (Current vs. Proposed)

	Demand ($/kW)		ENERGY (¢/kWh)											
			SUMMER		SUMMER ON PEAK		SUMMER OFF PEAK		WINTER		WINTER ON PEAK		WINTER OFF PEAK	
Service Classification	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**
SC 62 Conventional	$0.00	$0.00	4.469	4.439					4.125	4.095				
SC 66 Conventional	$0.00	$0.00	3.971	3.809					3.971	3.809				
SC 68 Conventional	$0.87	$1.21	4.685	4.515					4.341	4.171				
SC 69 Conventional	$0.80	$0.91	4.864	4.660					4.521	4.317				
SC 69 TOD	$1.00	$1.23			5.485	5.323	3.718	3.556			4.683	4.521	3.734	3.573

Service Tariff No. 200 Demand Standby Rate Comparison (Current vs. Proposed)

	CONTRACT STANDBY DEMAND ($/KW)				AS-USED DAILY DEMAND ($/KW-day)			
	Low Tension		High Tension		Low Tension		High Tension	
Service Class	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**
SC 68 Conventional	$0.026	$0.036	$0.024	$0.034	$0.028	$0.038	$0.026	$0.036
SC 69 Conventional	$0.024	$0.027	$0.022	$0.025	$0.026	$0.029	$0.024	$0.027
SC 69 TOD	$0.030	$0.037	$0.028	$0.035	$0.032	$0.039	$0.030	$0.037

Procurement (Services) Contracts – Canal Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

Plant Site/ Bus. Unit	Company Contract #	Start of Contract	Description of Contract	Closing Date	Award Basis[1] Contract Type[2]	Compensation Limit	Amount Expended To Date	Authorized Expenditures For Life Of Contract
UTILITY OPERATIONS – CONSTRUCTION ENGINEERING & MAINTENANCE	**JAMES H. MALOY, INC.** Loudonville, NY **(4400004721)**	01/24/20	Provide for the Rehabilitation of Lock E-7	08/31/21	B/C	*Note: represents total for 19-month term, including a seven-month extension thru August 31, 2021; Additional funding amount of $170,731.33	$854,219.87	**$1,279,731.33***

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March 30, 2021

6. Next Meeting

The next joint meeting of the New York Power Authority's Board of Trustees and the Canal Corporation's Board of Directors will be held on May 25, 2021, unless otherwise designated by the Chairman with the concurrence of the members.