NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

MINUTES OF THE ANNUAL MEETING
OF THE
POWER AUTHORITY OF THE STATE OF NEW YORK

March 20, 2018

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March 20, 2018

Minutes of the Annual Meeting of the Power Authority of the State of New York held at the Clarence D. Rappleyea Building, 123 Main Street, White Plains, New York at approximately 10:16 a.m.

Members of the Board present were:

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

Dr. Anne M. Kress, Trustee - excused

Gil Quiniones	President and Chief Executive Officer
Justin Driscoll	Executive Vice President and General Counsel
Joseph Kessler	Executive Vice President and Chief Operating Officer
Robert Lurie	Executive Vice President and Chief Financial Officer
Soubhagya Parija	Senior Vice President and Chief Risk Officer
Robert Piascik	Senior Vice President and Chief Information Officer
Paul Belnick	Senior Vice President – Commercial Operations
Angela Gonzalez	Senior Vice President – Internal Audit
Kimberly Harriman	Senior Vice President – Public & Regulatory Affairs
Kristine Pizzo	Senior Vice President – Human Resources
Karen Delince	Vice President and Corporate Secretary
John Canale	Vice President – Strategic Supply Management
Ruth Colón	Vice President – Enterprise Shared Services
Keith Hayes	Vice President – Economic Development
Joseph Leary	Vice President – Community & Government Relations
Patricia Lombardi	Vice President – Project Management
Daniella Piper	Vice President – Digital Transformation Office / Acting Chief of Staff
Ethan Riegelhaupt	Vice President – Corporate Communications
Kenneth Carnes	Chief Information Security Officer – Cyber Security
John C. Callaghan	Acting Executive Deputy Director – Canal Corporation
Susan Craig	Director – Media Relations
Brian U. Stratton	Director – Canal Corporation
Gerard McLoughlin	Manager – Business Power Allocations & Compliance
Mary Cahill	Manager – Executive Office
Eric Alemany	Program Manager – Energy Efficiency
Philip Saglimbene	Senior Project Engineer II – Strategic Operations
Lorna Johnson	Senior Associate Corporate Secretary
Sheila Quatrocci	Senior Assistant Corporate Secretary
Matthew Lichtash	Strategy and Executive Office Specialist
Joseph Rivera	Network Architect – Infrastructure
Glenn Martinez	Senior Network Analyst – Infrastructure
Pablo Illanes	Partner – McKinsey & Company, Inc.
Amy Tsui	Project Manager – McKinsey & Company, Inc.

Vice Chairman Nicandri presided over the meeting. Corporate Secretary Delince kept the Minutes.

Introduction

Acting Chair Nicandri said that Chairman Koelmel is participating via video conference and asked him to facilitate the meeting. He welcomed the Trustees and NYPA and Canal staff members who were present at the meeting and 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 30, 2018 Proposed Meeting Agenda

Upon motion made by Trustee Balboni and seconded by Trustee McKibben, the meeting Agenda was adopted.

Conflicts of Interest

Acting Chair Nicandri declared a conflict as indicated below and said he would not participate in the discussion or vote as it relates to that matter.

- ***Seaway Private Equity Corporation (Item #4f iv)***

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

2. Motion to Conduct an Executive Session

Mr. Chairman, I move that the Board conduct an executive session to discuss the financial and credit history of a particular corporation, pursuant to §105f of the Public Officers Law. Upon motion made by Trustee Balboni and seconded by Trustee McKibben, 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. Upon motion made by Trustee Balboni and seconded by Trustee McKibben, the meeting resumed in Open Session.

Acting Chair Nicandri said no votes were taken during the Executive Session.

4. CONSENT AGENDA:

Upon motion made by Trustee McKibben and seconded by Trustee Balboni, the members approved the Consent Agenda.

a. Governance Matters:

i. **Approval of the Minutes**

The Minutes of the Regular Meeting held on January 30, 2018 were unanimously adopted.

b. Power Allocations

i. **Hydropower Allocations – Extensions of Western New York Hydropower Allocations**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve extensions of the following Western New York hydropower allocations:

1) 750 kilowatt ('kW') Replacement Power ('RP') allocation awarded to Citigroup Technology, Inc. ('Citigroup') on September 24, 2013, which is scheduled to expire on September 30, 2018;

2) 1,150 kW Expansion Power ('EP') allocation awarded to M&T Bank Corporation ('M&T') on July 26, 2011, which is scheduled to expire on November 30, 2018; and

3) 300 kW EP allocation awarded to Moog Inc. ('Moog') on July 26, 2011, which is scheduled to expire on July 31, 2018;

All three of the aforementioned allocations would be extended to June 30, 2020, pending review for further extension as part of a more comprehensive process the Authority is currently undertaking to extend most of the existing Western New York hydropower allocations.

The Trustees are also requested to authorize a public hearing pursuant to Public Authorities Law ('PAL') §1009 on proposed direct sale contracts for the foregoing allocations, the current forms of which are attached as Exhibit '4b i-A-1,' '4b i-A-2' and '4b i-A-3.'

BACKGROUND

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

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

Chapter 313 of the Laws of 2005 established the Preservation Power ('PP') program. In summary, PAL § 1005(13) authorizes the allocation of 490 megawatts ('MW') of PP to businesses in Franklin, Jefferson and St. Lawrence counties, and applies the same allocation criteria that pertain to the allocations of RP and EP.

DISCUSSION

1) Citigroup Technology, Inc.

Citigroup is a global financial Services company with facilities located in Getzville, NY. The Authority and Citigroup are parties to a power sale contract for a 750 kW allocation of RP that is

scheduled to expire on September 30, 2018. The allocation is associated with a commitment by Citigroup to maintain 480 jobs at the facility.

Citigroup has continued to invest in its Getzville facility with the benefit of NYPA's allocation. The investments include technology upgrades, cubical expansion, and general maintenance to the physical plant. The operations at this site support global business and emergency data backup systems that are critical to the company's success.

Citigroup is willing to commit to maintain 480 jobs through June 30, 2020, in exchange for an extension of the 750 kW RP allocation through this date. The company is currently in compliance with its contractual commitments for job retention.

Staff recommends that the Trustees approve an extension of the 750 kW RP allocation through June 30, 2020.

2) M&T

At its Amherst, NY location, M&T operates a data center and provides back office financial services to its customers. The Authority and M&T are parties to a power sale contract covering a 1,150 kW allocation of EP. The EP allocation is scheduled to expire on November 30, 2018. The allocation is tied to a commitment by M&T to maintain 128 jobs at this location through the term of the allocation. M&T has made capital investments at this facility during the term of the existing allocation. Electricity is one of the highest expenses for this operation.

M&T is willing to commit to maintain 128 jobs at the facility through June 30, 2020, in exchange for an extension of its 1,150 kW EP allocation through this date.

Staff recommends that the Trustees approve an extension of the 1,150 kW EP allocation through June 30, 2020.

3) Moog Inc.

Moog is a manufacturer and integrator of precision control components and systems and its East Aurora facility supports its business operations. The Authority and Moog are parties to a power sale contract that covers a 300 kW EP allocation that is scheduled to expire on July 31, 2018. Moog made a commitment to maintain 2,567 jobs at this location for the term of the existing allocation. Moog has invested over $316 million in its Western New York facilities since 2008. The investments include building improvements, machinery and miscellaneous equipment, and software upgrades.

Moog is willing to agree to commit to maintain a minimum of 2,567 jobs at the East Aurora facility through June 30, 2020, in exchange for an extension of the 300 kW EP allocation through this date. Moog's employment level is above its job commitment and Moog is in compliance with its other contractual requirements.

Staff recommends that the Trustees approve the extension of Moog's 300 kW EP allocation through June 30, 2020.

CONTRACT INFORMATION

Each of the extended allocations would be covered by its own contract between the Authority and the customer. Staff intends to discuss the proposed form of customer agreement with the customers identified above, and anticipates reaching agreement with them on contracts substantially similar to the form attached as Exhibits '4b i-A-1,' '4b i-A-2' and '4b i-A-3.' Accordingly, the Trustees are requested to authorize a public hearing, pursuant to PAL §1009, on the proposed form of contracts attached as Exhibits '4b i-A-1,' '4b i-A-2' and '4b i-A-3.'

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, RP or PP, 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 additional recommendations regarding the proposed contract. 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 contract.

The general form of the proposed contract is consistent with recently-approved contracts for the sale of Authority hydropower. Some pertinent provisions of the proposed form of the contract include: (i) the provision for direct billing of all production charges (i.e., demand and energy) as well as all New York Independent System Operator, Inc. ('NYISO') charges, plus taxes or any other required assessments, as set forth in the relevant Authority service tariff (Service Tariff No. WNY-1 or ST-10); (ii) the collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it would incur relating to its purchase of Zero Emission Credits and Renewable Energy Credits attributable to the customer's load; (iii) commercially reasonable provisions relating to financial security to reflect a direct billing arrangement between the Authority and the customers; (iv) and provisions authorizing data transfers and addressing other utility-driven requirements which are necessary for efficient program implementation; and (v) enforceable employment, capital investment and power usage commitments, as relevant. The recommended allocations would be sold pursuant to the relevant Authority service tariff, and, in each case, transmission and delivery service would be provided by the customer's local electric distribution utility.

RECOMMENDATION

The Vice President – Economic Development recommends that the Trustees award extensions of the following allocations through June 30, 2020: (1) the 750 kW RP allocation to Citigroup Technology, Inc.; (2) the 1,150 kW EP to M&T M&T Bank Corporation; and (3) the 300 kW EP allocation to Moog Inc.

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

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

RESOLVED, That the Trustees hereby approve an extension of the 750 kW Replacement Power allocation awarded to Citigroup Technology, Inc. on September 24, 2013 as detailed in the foregoing report of the President and Chief Executive Officer, for a term ending June 30, 2020, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Trustees hereby authorize an extension of the 1,150 kW Expansion Power ("EP") allocation awarded to M&T Bank Corporation on July 26, 2011, as detailed in the foregoing report of the President and Chief Executive Officer, for a term ending June 30, 2020, subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Trustees hereby authorize an extension of the 300 kW EP allocation awarded to Moog Inc. on July 26, 2011, as detailed in the foregoing report of the President and Chief Executive Officer, for a term ending June 30, 2020, 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 contracts finally negotiated with the aforementioned companies (the "Contracts"), the current forms of which are attached as Exhibits "4b i-A-1," "4b i-A-2" and "4b i-A-3," subject to rates previously approved by the Trustees; and be it further

RESOLVED, That the Corporate Secretary be, and hereby is, authorized to transmit a copy of the proposed 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 PAL §1009; and be it further

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

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

ii. **Contracts for the Sale of Western New York Hydropower – Transmittal to the Governor**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to:

1) In accordance with Public Authorities Law ('PAL') §1009, approve final contracts ('Contracts') for the sale of the following allocations which would be extended through June 30, 2020: (i) 250 kilowatts ('kW') of Replacement Power ('RP') to Time Release Sciences, Inc. ('TRS'); (ii) two allocations, 1,000 kW and 1,600 kW, for a total of 2,600 kW of RP to Ceres Crystal Industries Inc. ('Ceres'); (iii) 10,000 kW of RP to Greenpac Mill, LLC ('Greenpac'); and (iv) 100 kW of RP to Hammond Manufacturing Company Inc. ('Hammond').

2) Authorize transmittal of the Contracts to the Governor for his review and for the purpose of seeking his authorization for the Authority to execute the Contracts pursuant to PAL §1009.

The Contracts are attached as Exhibits '4b ii-B-1' through '4b ii-B-4.'

BACKGROUND

Under PAL §1005(13), the Authority may allocate and sell directly or by sale for resale, 250 megawatts ('MW') of Expansion Power ('EP') and 445 MW of RP (collectively, 'WNY Hydropower') to businesses located within 30 miles of the Niagara Power Project, provided that the amount of EP allocated to businesses in Chautauqua County on January 1, 1987 shall continue to be allocated in such county. Under PAL §1005(13), the Authority may allocate and sell directly or by sale for resale, 490 MW of Preservation Power to businesses located in Jefferson, Franklin and St. Lawrence Counties.

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

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

The allocations were awarded to TRS, Ceres, Greenpac and Hammond (the 'Companies') on April 4, 2011, March 21, 2013, June 29, 2010 and March 21, 2013, respectively. On September 26, 2017, the Trustees authorized (i) extensions of these allocations to June 30, 2020, as further described in Exhibit '4b ii-A,' and (ii) a public hearing on the Contracts pursuant to PAL §1009.

DISCUSSION

In summary:

- The Contracts before the Board would provide for the sale of the allocations to the Companies under a direct sale arrangement.

- Transmission and delivery service would be provided by the Companies' local utility in accordance with the utility's Public Service Commission-filed delivery service tariff.

- The Contracts would provide for the direct billing of all production charges (*i.e.* demand and energy) as well as all New York Independent System Operator, Inc. charges, plus taxes or any other required assessments, as set forth in the applicable Trustee-approved Service Tariff.

- The Contracts include the Companies' agreed-upon commitments with respect to employment, power utilization and capital investments. The Authority would retain the right to reduce or terminate the companies' allocation if employment, power utilization, or capital investment commitments are not met.

- The Contracts provide for the sale of additional power allocations to the Companies in appropriate circumstances by incorporating new allocations into Schedule A of the Contracts. The Trustees approved this convention in the 2010 long-term extension contract for hydropower, which simplifies contract administration.

- To accommodate non-payment risk that could result from the direct billing arrangement with the Authority, the Contracts include commercially reasonable provisions concerning, among other things, the ability to require deposits in the event of a customer's failure to make payment for any two monthly bills. This is consistent with broader Authority contract template changes that incorporate direct billing, including the Authority's Recharge New York contract forms.

- The Contracts provide for collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it would incur relating to its purchase of Zero Emission Credits and Renewable Energy Credits attributable to the customer's load.

The Authority has discussed the Contracts with the Companies, and each Company has given its consent to its respective Contract. The Companies have also acknowledged application of the appropriate tariff, discussed above, to the allocations.

A public hearing on the Contracts was held on February 15, 2018 at the Power Vista Visitors Center at the Niagara Power Project in Lewiston. The official transcript of the public hearing is attached as Exhibit 'C.' No oral statements were given and staff has not identified any substantive changes to the Contracts as a result of the public hearing process.

RECOMMENDATION

The Manager – Power Contracts recommends that the Trustees approve the Contracts for the sale of Western New York Hydropower to Time Release Sciences, Inc., Ceres Crystal Industries Inc., Greenpac Mill, LLC, and Hammond Manufacturing Company Inc. as in the public interest, and authorize the transmittal of the Contracts to the Governor for his review and to seek his authorization for the Authority to execute the Contracts pursuant to PAL §1009.

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

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

RESOLVED, That the contracts for the sale of 250 kilowatts ("kW") of Replacement Power ("RP") to Time Release Sciences, Inc.; 1,000 kW and 1,600 kW of RP to Ceres Crystal Industries Inc.; 10,000 kW of RP to Greenpac Mill, LLC; and 100 kW of RP to Hammond Manufacturing

Company Inc. ("Contracts") are in the public interest, and, in accordance with Public Authorities Law §1009, should be submitted to the Governor for his review and to seek his authorization for the Authority to execute the Contracts, along with a copy of the record of the public hearing thereon, and copies of the Contracts along with the record of the public hearing thereon, be forwarded to the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee; and be it further

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

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

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

iii. **Extension of Hydropower Contracts with Upstate Investor-Owned Utilities for the Benefit of Rural and Domestic Consumers – Transmittal to the Governor**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize: (1) the proposed contract extensions ('Contract Extensions') for the sale of firm peaking hydropower, totaling 360 MW, to Niagara Mohawk Power Corporation d/b/a National Grid ('National Grid'), New York State Electric and Gas Corporation ('NYSEG') and Rochester Gas and Electric Corporation ('RGE') (collectively, the 'Utilities'); and (2) in accordance with Public Authorities Law ('PAL') §1009, transmittal of the Contract Extensions to the Governor for his review and to request his approval of the Contract Extensions. The form of the Contract Extensions with National Grid, NYSEG and RGE is attached as Exhibit '4b iii-A,' Exhibit '4b iii-B' and Exhibit '4b iii-C,' respectively. This request follows the public hearing and comment period on the form of the Contract Extensions that was authorized by the Trustees at their September 26, 2017 meeting. The public hearing was held on February 21, 2018. The transcript of the public hearing is attached as Exhibit '4b iii-D.'

BACKGROUND

In accordance with hydropower contracts signed with the Utilities in 1990 ('1990 Hydro Contracts') and subsequent contract extensions, the Utilities have purchased both firm power and firm peaking power from the St. Lawrence/FDR and Niagara Power Projects.

The Utilities have purchased such power at the Authority's cost-based hydropower rate, the benefits of which have been passed on to the Utilities' residential and small farm customers (also referred to as their rural and domestic or 'R&D consumers') without markup, through the electric service provided by the Utilities under their retail tariffs.

Chapter 60 (Part CC) of the Laws of 2011 created the Recharge New York Power Program ('RNY Program'). This law authorized the Authority to use the firm hydropower previously allocated to the Utilities for the RNY Program. *See* PAL §1005(13-a).

Effective August 1, 2011, the Authority withdrew the firm power allocations from the Utilities in accordance with the withdrawal provisions of the 2010 contract extensions and the new law, and terminated the firm power allocations of 189 MW for National Grid, 167 MW for NYSEG and 99 MW for RGE, but continued to sell the firm peaking power to the Utilities in the following amounts: National Grid, 175 MW; NYSEG, 150 MW; and RGE, 35 MW.

Beginning with the 2014 extension of the 1990 Hydro Contracts, the Authority's Trustees approved a three-year contract extension for the peaking hydropower allocations and associated contracts.

DISCUSSION

The Authority and each of the Utilities negotiated Contract Extensions that would provide for the sale of the peaking power, in the amounts indicated above, through December 31, 2020. The Contract Extensions specify the terms and conditions that would apply to the sale of the peaking power, including provisions providing for the cancellation of the Extension Contract/ allocations, with NYPA having the right to terminate each Contract Extension upon thirty days' written notice to the Utilities and the Utilities having the right to terminate their Contract Extension after one year, upon thirty days' written notice to the Authority.

At their meeting of September 26, 2017, the Trustees authorized a public hearing on the Contract Extensions. To avoid an interruption of the financial benefits the peaking power provides to the R&D customers, the Trustees also authorized staff to execute the Contract Extensions on an interim basis pending the completion of the PAL §1009 process. Accordingly, the Contract Extensions provide for their cancellation in the event that the Governor does not approve the contracts pursuant to PAL §1009.

In accordance with PAL §1009, a public hearing was held on the Contract Extensions on February 21, 2018, at the Authority's White Plains Office, from 2:00-6:00 p.m. Following review of the contracts, the Authority determined that no substantive modifications to the Contract Extensions are required.

FISCAL INFORMATION

The proposed 2017 Contract Extensions would provide that the Utilities continue to pay for firm peaking hydropower at the same rates they are currently charged, *i.e.*, the cost-based rates that are currently charged to the Authority's preference customers and determined in accordance with the Authority's rate-setting methodologies and principles. The Trustees approved a preference power rate increase at their November 2011 meeting, which became effective in the December 2011 billing period. The proposed 2017 Contract Extensions would reflect the new preference power rates. Accordingly, there will be no fiscal impact to the Authority associated with these Contract Extensions.

RECOMMENDATION

The Manager – Power Contracts recommends that the Trustees approve: (1) the terms of the proposed Contract Extensions with the Utilities; and (2) authorize transmittal of the Contract Extensions to the Governor for his consideration in accordance with PAL §1009.

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

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

RESOLVED, That the proposed Contract Extensions, through December 31, 2020, for the sale of firm peaking hydropower, totaling 360 MW, to Niagara Mohawk Power Corporation d/b/a National Grid (175 MW), New York State Electric and Gas Corporation (150 MW) and Rochester Gas and Electric Corporation (35 MW) in the form attached to the foregoing report of the President and Chief Executive Officer as Exhibit "4b iii-A," Exhibit "4b iii-B," and Exhibit "4b iii-C," respectively, are approved; and be it further

RESOLVED, That the Contract Extensions be submitted to the Governor for review with a request that the Contract Extensions be approved, and that copies of the Contract Extensions be forwarded to the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee, in accordance with Public Authorities Law §1009; 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 herby 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, certifications 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. 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 '4c i-A,' as well as the continuation and/or funding of the procurement (services) and other contracts listed in Exhibit '4c i-B,' in support of projects and programs for the Authority's Business Units/Departments and Facilities. Detailed explanations of the recommended awards and extensions, including the nature of such services, the bases for the new awards if other than to the lowest-priced, lowest total cost of ownership or 'best valued' bidders and the intended duration of such contracts, or the reasons for extension and the projected expiration dates, are set forth in the discussion below.

BACKGROUND

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

The Authority's current Expenditure Authorization Procedures ('EAPs') require the Trustees' approval for the award of non-personal services, construction, equipment purchase or non-procurement contracts in excess of $3 million, as well as personal services contracts in excess of $1 million if low bidder, or $500,000 if sole-source, single-source or non-low bidder.

The Authority's current EAPs also require the Trustees' approval when the cumulative change order value of a personal services contract exceeds $500,000, or when the cumulative change order value of a non-personal services, construction, equipment purchase, or non-procurement contract exceeds the greater of $1 million or 25% of the originally approved contract amount not to exceed $3 million.

DISCUSSION

Awards

The Trustees are requested to approve the award and funding of the multiyear procurement (services) contracts listed in Exhibit '4c 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, which range in estimated dollar value from approximately $155,000 to $16,629,090. Except as noted, these contract awards do not obligate the Authority to a specific level of personnel resources or expenditures.

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

Extensions

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

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

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

Business Services - Treasurer

The proposed personal services contracts with **Abel/Noser, LLC ('Abel'), Pavilion Global Markets Ltd. ('Pavilion'), and Northern Trust Corp. ('Northern'), and Penserra Capital Management, LLC ('Penserra'), (Q17-6302aRM; PO# TBA)** would establish a pre-qualified pool of firms to potentially provide Transition Management Services for the Other Post-Employment Benefits ('OPEB') Trust. At their July 31, 2007 meeting, the Trustees (1) approved the creation of the Power Authority of the State of New York Other Post-Employment Benefits Trust (the 'Trust'); (2) adopted the Trust Investment Policy Statement; (3) appointed a Trustee Custodian and (4) approved an initial $225 million funding plan. Subsequently, in October 2011, the Trustees approved an on-going annual funding plan for the Trust and certain amendments to the Investment Policy Statement clarifying diversification and credit quality standards. In anticipation of four expiring Investment Management Agreements in the Trust, staff evaluated vendors to serve in a Transition Manager role to potentially design a trading strategy to reduce the operational risks and transactions costs in the event that an incumbent investment manager is terminated and its assets under management need to be transitioned to a new manager. 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. Sixty-three firms / entities were listed as having downloaded the bid documents from the NYPA website. Four proposals were received and Authority staff, with the assistance of its financial advisor, NEPC, LLC ('NEPC'), conducted an extensive review and analysis of each proposal and established that each of the four bidding firms were technically and commercially qualified to conduct potential asset transitions for the Trust. Further, all firms have identified M/WBE firms to fulfill the M/WBE goal requirements as set forth in the Request for Proposal. Based on this evaluation, staff recommends that Abel, Pavilion, Northern and Penserra serve in the pre-qualified pool for the provision of Transition Management Services for the Trust. The intended term of these personal service contracts is three years, subject to the Trustees' approval, which is hereby requested. Trustee approval is also requested for a total aggregate amount not-to-exceed $400,000. It is expected that the aforementioned firms, once confirmed by the Trustees' as pre-qualified, will participate in a mini-bid when the asset transition event occurs, and potentially one or more of the four firms may be appointed as the winning bidder(s).

Corporate Affairs – Editorial Services

Due to the need to commence services, the personal services contract with **Cabletime (PO# 4600003451)** became effective on March 13, 2018, for the interim award amount not to exceed $769,252.30, subject to the Trustees' approval as soon as practicable, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. This contract would provide for Cabletime to provide a Digital Sign Solution by expanding the number of monitors at NYPA sites. This solution will facilitate the display of new and enhanced content such as plant operations data; cable/local news, traffic, weather and sports; all hands and site specific meetings; site sustainability reporting; and video and live streaming of news and NYPA events. The interim award allows for the immediate initiation and facilitates timely completion of the project's first phase during Q1-2018. 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. Fifty-nine firms / entities were listed as having downloaded the bid documents from the NYPA website. Four proposals were received electronically via ARIBA and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to Cabletime 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 intended term of the contract is five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the interim amount of $769,252.30 and the total amount expected to be expended for the term of the contract, $1,025,605.71.

Information Technology – Cyber Security

The proposed personal services contract with **Carahsoft Technology Corporation ('Carahsoft') (Q17-6243JW; PO# TBA)** would provide for an Identity and Access Management Solution. The vision of the NYPA Identity and Access Management ('IdAM') Program is to establish a manageable, scalable, efficient, easy to use and standards-based capability that may be leveraged across businesses, platforms, and systems to protect NYPA while meeting regulatory and compliance requirements. This will help simplify the user experience, enable research and collaboration while facilitating new technologies and protect NYPA resources by improving the security posture using a standardized and auditable approach. 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. Sixty-six firms / entities were listed as having downloaded the bid documents from the NYPA website. 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 Carahsoft 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 intended term of the contract is five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the total amount expected to be expended for the term of the contract, $1,838,197.

Internal Audit

Due to the need to commence services, the contract with **Deloitte & Touche, LLP ('Deloitte') (Q17-6237RM; PO# 4600003453)** became effective on March 6, 2018, for the initial interim award amount not to exceed $100,000, subject to the Trustees' approval as soon as practicable, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. This contract would provide for Deloitte to provide Internal Audit ('IA') Co-Source Services to assist the Authority's IA Department in completing the annual audit plans for the Authority and the Canal Corporation. The interim award allows for services to cover the period of time between the current contract expiration and Trustees' meeting on March 20, 2018. Bid documents were developed by staff and were accessible through the NYPA.gov site. The Request for Quotations was advertised in the New York State *Contract Reporter* website and posted on the Procurement page of the Authority's website. Fifty-seven firms / entities were listed as having downloaded the bid documents from the NYPA website. Nine 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 Deloitte 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 became effective on March 6, 2018, for an intended term of 5 years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the interim amount of $100,000 and the amount expected to be expended for the term of the contract, $7.4 million.

Utility Operations - Engineering

The proposed non-personal services contracts with **LJ Gonzer Associates ('LJ'), Montco, Inc. dba Rotator Staffing Services, Inc. ('Rotator'), Allegis Group Holdings, Inc. dba Aerotek, Inc. ('Aerotek'), Monroe Staffing Services, LLC ('Monroe'), Lehigh GIT, Inc. dba Lehigh Technical Services ('Lehigh') and Starpoint Solutions, LLC ('Starpoint') (Q17-6350JGM; PO# TBA)** would provide temporary technical services (staff augmentation) for the Authority. The Authority has an immediate need to utilize these new staffing contracts to close resource gaps related to attrition and to support NYPA's workforce growth demand. This increase in demand is driven by new business such as Smart G&T and other strategic initiatives including upgrades and modifications at the generation and transmission 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. Thirty-four firms / entities were listed as having downloaded the bid documents from the NYPA website. Eleven 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 LJ, Rotator, Aerotek, Monroe, Lehigh and Starpoint, as the vendors who are technically and commercially qualified and meet the bid requirements on the basis of 'best value', which optimizes quality, cost and efficiency among responsive and responsible offerors. The contracts have an intended term of three years, with the option for an additional two years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the total aggregate amount expected to be expended for the term of the contracts, $2.4 million.

Utility Operations - Operations

The proposed non-personal services contracts with **TCI of NY, LLC ('TCI') and A-Line EDS, Inc. ('A-Line') (Q17-6336JGM; PO# TBA)** would provide Transportation and Disposal of Oil-Filled Electrical Equipment services. The services consist of testing and field and rigging services, loading, transport, disassembly, decontamination, recycling and disposal in accordance with applicable law and regulations. Facilities and vendors that perform the services are required to be permitted and comply with Federal, State and local environmental regulations. 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. Seventeen firms / entities were listed as having downloaded the bid documents from the NYPA website. Three proposals were received electronically via ARIBA and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends the award of a contract to TCI and A-Line, as the vendors who 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 intended term of the contract is 2 years with an option for annual renewal for 3 additional years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the total aggregate amount expected to be expended for the term of the contract, $5 million.

Utility Operations - Power Supply

The proposed non-personal service contract with **Casella Waste Services formerly known as Waste Stream, Inc. ('Casella') (PO# 7000000528),** would provide refuse service at 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. Two hundred sixty nine sellers viewed the posting on ARIBA Discovery with only one providing a response which was imported into NYPA's supplier database. Staff determined that Casella's bid was acceptable and considered their history of providing this service to the STL Project for the past several years without issue. Staff recommends award to Casella which is technically and commercially qualified and meets the bid requirements as the 'lowest priced' bidder among responsive and responsible offerors. The contract is for an intended term of 3 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, $400,000.

Utility Operations - Project Management

The proposed single source personal service contract with **Innovative Automation, Inc. ('IAI') (PO# 4600002618)** would provide continued development of the Northern region operating procedures and system descriptions. On March 18, 2013, a value contract (VC 4600002618) was issued to IAI in the amount of $1,149,408 for two years to update the operating procedures and system descriptions in the Northern Region. Subsequently, at the December 16, 2014 meeting, the Trustees' authorized a two-year contract extension followed by another one-year extension at their March 21, 2017 meeting, bringing the contract to its maximum allowable five-year term for a personal services contract. Due to prioritization of site resources, work was deferred in 2014, most of 2015, and 2016. Fifty-percent of the work has been completed to date. IAI has assessed and gathered the majority of the information required to issue all of the operating procedures and system descriptions for the Northern NY Region facilities and substations. This single source request is only for the continuation and completion of the in-progress project noted above. The value of this contract is based upon the remaining balance of the previously authorized work. Staff recommends the award of a single source contract to IAI. The intended term of the contract 2 years, subject to Trustees' approval, which is hereby requested. Approval is also requested for the total amount expected to be expended for the term of the contract, $550,000.

Utility Operations - Technical Compliance

The proposed non-personal service contracts with **ESJ Towers, Inc. dba ESJ Azul (PO# 4500293934), XLD Investment Puerto Rico, LLC dba San Juan Marriott Resort & Stellaris Casino (PO# 4500293903), TRP San Juan Owners, LLC dba Sheraton Old San Juan Hotel (PO# 4500293913), CCHPR Hospitality, LLC dba Sheraton Puerto Rico Hotel & Casino (PO# 4500293924) and Flagship Resort Properties SE dba Verdanza Hotel (PO# 4500293918)** would provide lodging to NYPA staff and all the NY State contingent of utility workers who are providing personnel to assist in the restoration of electricity in Puerto Rico. As part of NYS's humanitarian relief efforts to the citizens of Puerto Rico in the aftermath of Hurricane Maria, NYPA and other NYS Utilities are providing personnel to assist in the restoration of electricity. In order to support this mission NYPA was provided a list of hotels and properties that could provide safe lodging for the personnel who are deployed to support this effort. NYPA travel was able to engage and secure over four hundred rooms. NYPA fully expects to be reimbursed for these expenditures pursuant to the agreements governing the work on this mission. In order to expedite the process of securing the necessary initial lodging requirements, NYPA authorized payment to all of the hotels on its procurement credit card. As the mission increased in scope and depth, more personnel were required and NYPA travel leveraged their capabilities to secure additional lodging and as a result NYPA is now paying for all lodging and services obtained through the hotels and properties (laundry, meals.) In parallel, NYPA contacted additional hotels and properties (including those referenced above) capable of supporting this initiative and to secure pricing from potential bidders within the market. As of January 25, 2018 the current expenditures paid for hotels and their services totaled $3,219,089.56. The anticipated spend for the balance of the duration of this initiative is anticipated to total $13,410,000 by March 31, 2018 for an overall total expenditure for Hotels and Lodging of $16,629,089.56. Based on the foregoing, Trustee approval is requested to award five separate contracts to the above referenced hotels with a total not to exceed aggregate amount of $16,629,089.56, including the interim amount. Management welcomes the opportunity to review this matter further in discussion as may be requested by the Trustees.

Due to the need to commence services, a sole source contract with **LiveSafe, Inc. ('LiveSafe') (PO# 4500293921)** became effective on February 1, 2018, for the initial interim award amount not to exceed $50,000, subject to the Trustees' approval as soon as practicable, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. This early funding will allow LiveSafe and NYPA to begin testing and deployment, and provide custom configuration and access to LiveSafe Mobile Platform. Staff recommends award to LiveSafe 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 became effective on February 1, 2018, for an intended term of 3 years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the interim amount of $50,000 and the amount expected to be expended for the term of the contract, $155,000.

Due to the need to commence services, the contract with **Unlimited Technology, Inc. ('Unlimited') (Q17-6249SR; PO# 4600003428)** became effective on January 1, 2018, for the initial interim award amount not to exceed $75,000, subject to the Trustees' approval as soon as practicable, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. This early funding will allow Unlimited to begin their analysis and support by conducting surveys prior to kickoff, and provide security maintenance services at multiple NYPA sites. The 'Security MTCE Services' award will allow NYPA to continue to maintain access control systems and upgrade their end-of-life system components with state of the art technology. The contract will provide NYPA with a qualified security integrator to supply on-site maintenance of NYPA's Integrated Security Systems; access control, perimeter intrusion detection and closed circuit television (CCTV) systems for each of NYPA's eleven SENY power stations / facilities and two corporate offices (WPO and Albany). 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. Seven firms / entities were listed as having downloaded the bid documents from the NYPA website. Five proposals were received electronically via ARIBA and were evaluated, as further set forth in the Award Recommendation documents. Staff recommends award to Unlimited which is technically and commercially qualified and meets the bid requirements as the lowest-priced bidder among responsive and responsible offerors. The contract became effective on January 1, 2018, for an intended term of 5 years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the interim amount of $75,000 and the amount expected to be expended for the term of the contract, $1,750,000.

The proposed non-personal services sole source contract with **Vertiv Services, Inc. ('Vertiv') (PO# 4500294199)** would provide maintenance services for the White Plains Office data centers' Uninterrupted Power Supply (UPS) for a period of three years. In order to allow for Vertiv to begin, a Notice to Proceed was issued as of February 5, 2018, and not to exceed amount of $22,306.75 to be effective February 5, 2018 pending Trustee approval of the full contract, which is hereby requested. Staff recommends award to Vertiv 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 intended term of the contract 3 years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the total amount expected to be expended for the term of the contract, $66,920.25.

Extensions and/or Additional Funding Requests:

Energy Solutions – Economic Development

Due to the need to commence services, the personal services contract with **OCO Consulting, LLC ('OCO Global') (PO# 4500286428)** became effective on March 14, 2018, for interim approval at no additional cost, subject to the Trustees' approval as soon as practicable, in accordance with the Authority's Guidelines for Procurement Contracts and EAPs. This contract would provide for the continuation of global business attraction activities in St. Lawrence County. The original award, which was competitively bid, became effective as of June 15, 2017 for an initial term of 9 months in the amount

of $351,375. The scope of services included but was not limited to conducting Project Launch meetings, develop Target Company and Investor Lists, developing Value Proposition Reports, conducting targeted outreach, and providing Expert Lead Management Guidance to attract new business and industry to St. Lawrence County and help stimulate economic development activity that would lead to increased electric power sales. In order to maintain the terms, conditions and pricing originally awarded, it is necessary to extend the contract for two years and nine months through December 31, 2020 at no additional cost. Interim approval is also being requested from March 14, 2018 to March 20, 2018 pending Trustees' ratification.

Executive Offices – Digital Transformation Office

Concerning the provision of certain consulting services for the executive offices, the Trustees approved the awarding of contracts to **Customer Care Network, Inc. (PO# 4600003141), Firefly Energy Consulting, LLC (PO# 4600003164), Navigant Consulting, Inc. (PO# 4600003156), Ernst & Young, LLP (PO# 4600003157), PA Consulting Group, Inc. (PO# 4600003158), PricewaterhouseCoopers Advisory Services, LLP (PO# 4600003142) and McKinsey & Company, Inc. (PO# 4600003159)** on March 29, 2016 in the aggregate amount of $10 million for a term of three (3) years. Subsequently, the Chief Financial Officer and President approved a $500,000 increase. These qualified firms have provided a broad range of consulting expertise and experience in the electric utility and energy industries. The aggregate funding for these contracts has nearly been allocated across these seven contracts. Staff envisions that the multitude of benefits that the Authority continues to see from these contracts warrants an extension of the contract duration and an increase in the aggregate funding amount. It is recommended that a Change Order for Management Consulting Services for the Executive Office be approved to increase the funding in the amount of $9.5 million and extend the term two additional years, to March 31, 2021, with the new target value of $20,000,000.

Information Technology – Business Transformation

The extension of the personal services contract with **SAP Public Services, Inc. ('SAP') (PO# 4500280177)** would allow for the continuation of the professional services required for the Human Resources Mosaic improvements project. Due to the termination of the original vendor and subsequent project delay this extension is requested to allow SAP to perform setup and implementation services of the Multiposting software in the Success Factors Recruiting module. The Multiposting tool will enable NYPA recruiting to post open positions to multiple job boards, universities, etc. at one time instead of individually uploading positions at each site. In order to allow for SAP to continue services, staff requests Trustee approval of the interim period from December 14, 2017 and an extension of approximately 6 months to June 13, 2018 with no additional funding request.

Law

The contract with **Fox Rothschild, LLP ('Fox') (PO# 4500276754)** provides for legal representation of the Authority in connection with construction litigation. The contract was effective as of August 29, 2016 for a term of up to one year with a total approved amount of $350,000. An additional $500,000 and contract extension for three years (through August 28, 2020) was requested and approved at the September 26, 2017 Trustee meeting. The associated construction project is ongoing and the litigation matters continue. The Trustees are requested to approve additional funding in the amount of $2 million to continue with the legal services.

Utility Operations - Operations / Environmental

Effective April 1, 2012, **Ultra Electronics Ocean Systems, Inc. ('Ultra') (PO# 4600002506)** was awarded as a non-personal services contract for a term up to five years for a total amount of $667,518 to provide an acoustic fish deterrent system. The contract was further approved via the grace period for an additional year and an additional amount of $139,000 bringing the total contract value to $806,000.

Blueback herring have been identified by the U.S. Fish and Wildlife Service (USFWS), the NYS Department of Environmental Conservation (NYSDEC) and the Federal Energy Regulatory Commission (FERC) as a key fish species requiring downstream passage protection at the New York Power Authority's (Authority) Crescent and Vischer Ferry Hydroelectric Projects. In a FERC Order, dated November 17, 1997, FERC indicated that successful operation of a blueback herring deterrent ultrasound barrier and bypass system may negate the need for future turbine mortality, minimum flow, and gull predation studies. At the Vischer Ferry Project, FERC approved the Authority's design for a permanent acoustic fish deterrent system to protect adult and juvenile blueback herring. The Vischer Ferry acoustic fish deterrent system consists of a computer/sound generator system leased from Ultra Electronics Ocean Systems (UEOS) and nine Authority-owned UEOS designed sound projectors (transducers) that are mounted to the sidewalls of the Project's headrace. The system is operated from May to mid-November and the leased equipment from UEOS is located in the powerhouse year round. Based on the foregoing, the Trustees are requested to extend the contract with Ultra for continued use of the acoustic fish deterrent system to protect adult and juvenile blueback herring for an additional 12 months through April 29, 2019 and additional funding in the amount of $141,834 for a total contract value of $947,834.

Utility Operations - Operations Support Services / Project Management

Effective March 10, 2017, **Delta Engineers, Architects, and Land Surveyors, DPC ('Delta') (PO# 4600003281)** was awarded a single source contract for environmental services for the Emergency Energy Control Center. The contract became effective on March 10, 2017, for one year term and the total approved amount was $50,000. Continuous Storm Water Pollution Prevention Plan inspections are required through completion of construction in order to comply with the local regulation, thus increased the number of site visits required. Due to the coordination between the building design and sewer design, this requires Delta to review additional submittals and participate in the ongoing review meetings. The required engineering effort from Delta has expanded. Based on the forgoing, Trustee approval is requested to extend the Delta contract for engineering services for an additional two years through March 10, 2020, and additional funding in the amount of $50,000. Interim approval is also being requested from March 10, 2018 to March 20, 2018 pending Trustees' ratification. Total revised value of the contract is $100,000.

Effective June 29, 2017, **Dean Energy Solutions Corp. ('Dean') (PO# 45000287027)** was awarded a one-year construction contract with a value of $3,934,706 for services to continue to perform the Fuel Oil Yard Foam Fire Suppression System Project at the Authority's 500MW Power Plant. The existing Fuel Oil Yard foam fire suppression system was originally designed for six tanks with a capacity of six million gallons each in one single dike area. Currently, there are only two tanks with secondary containment with a capacity of 3.2 million gallons each. The existing system is oversized and is reaching the end of its useful life. This project includes the installation of a new standalone foam fire suppression system, sized for the capacity of the existing two tanks. Due to unexpected delays by the manufacture of the fire suppression system components, the project will not be completed on schedule. The Trustees are requested to approve extension of the contract for one additional year through June 28, 2019. No additional funding is requested at this time.

FISCAL INFORMATION

Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2018 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 – Commercial Operations; The Senior Vice President – Operations Support Services & Chief Engineer; The Senior Vice President – Public & Regulatory Affairs; The Senior Vice President - Chief Information Officer; The Senior Vice President – Internal Audit; The Vice President – Environmental, Health & Safety; The Vice President – Enterprise Excellence; The Vice President – Engineering; The Vice President – Project Management; The Vice President – Technical Compliance; The Vice President – Digital Transformation Office / Acting COS; Assistant General Counsel; Director Transactional Procurement; Treasurer recommend that the Trustees approve the award of multiyear procurement (services) and other contracts to the companies listed in Exhibit '4c i-A' and the extension and/or funding of the procurement (services) contracts listed in Exhibit '4c 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 "4c 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 "4c 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.

d. Capital Expenditure Authorization Request

i. **Smart Generation & Transmission Strategic Initiative – Sensor Deployment Program – Phase I 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 $9,358,110 for Phase I of the Smart Generation & Transmission Strategic Initiative - Sensor Deployment Program ('SD Program'). Phase I of the SD Program includes the engineering and construction services associated with connecting existing sensors as well as funding to solicit engineer/procure/construct ('EPC') contracts for Phase II of the SD Program, which includes the enterprise-wide installation of new sensors.

This capital expenditure request is part of the larger SD Program for which Phases I and II are currently estimated at $55.85 million. Request for approval of the balance of the capital expenditures is anticipated in mid-2018.

BACKGROUND

In accordance with the Authority's Capital Planning and Budgeting Procedures, capital expenditures in excess of $3 million require the Trustees' approval.

The SD Program is part of the Authority's Smart Generation & Transmission Strategic Initiative. The goal of the SD Program is to implement a robust, secure, and scalable sensor and communications network that will allow the Authority to:

1. Establish a network connection to the business local area network to transmit real-time asset health parameter data collected from existing and new sensors installed on critical assets to the Integrated Smart Operations Center ('iSOC').

2. Install new sensors on critical assets to provide additional asset health parameters.

3. Install data processing and diagnostic software to monitor asset health and transmit data to the iSOC.

DISCUSSION

The SD Program will be completed in multiple phases. Phase I consists of engineering and design of network connections to existing sensors on critical generation and transmission assets throughout the Authority's facilities. Phase II will consist of competitively bidding EPC contracts to install new sensors enterprise-wide on the Authority's critical assets. The scope-of-work will include network connections for the sensors, as well as testing and commissioning to ensure that all data from the sensors are properly transmitted and displayed in the regional control rooms and the iSOC. A future Phase III is planned which will consist of the identification, development and design of custom sensors that will provide additional data of critical assets.

Since there is a research & development component, the cost of Phase III is not currently included in the total estimated Program cost. Once the scope is further defined, the total cost will be updated.

The SD Program will be implemented utilizing various procurement methods as outlined below:

1. Engineering and Construction Contracts, Phase I

   Detailed engineering was performed for the networking and connection of existing sensors. Construction Contracts are expected to be awarded by April for the installation of the designed networking systems.

2. Engineer – Procure – Construct ('EPC') Contracts, Phase II

   The following work will utilize an EPC delivery strategy across all regions to minimize risk to the Authority and to expedite implementation:

   - Design, furnish and install new sensors on critical assets identified by the Authority.
   - Design, furnish, install, commission and configure the communications network to ensure data transmission to the iSOC.
   - Furnish and install data monitoring software for asset diagnostics.

Preliminary funding in the amount of $2.75 million was previously approved in order to perform feasibility studies and preliminary engineering for the SD Program.

The total SD Program cost for Phase I is estimated at $9,358,110 as follows:

Preliminary Engineering/Engineering Design	$ 634,672
Material Procurement & Construction/Installation	$8,029,793
Authority Direct and Indirect Expenses	$ 693,645
TOTAL	$9,358,110

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 Vice President – Project Management, the Vice President – Strategic Operations, and the Project Manager recommend that the Trustees approve the funding for Phase I of the Sensor Deployment Program in the amount of $9,358,110.

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 Authority's Capital Planning and Budgeting Procedures, capital expenditures in the amount of $9,358,110 are hereby authorized for the Smart Generation & Transmission Initiative - Sensor Deployment Program, Phase I in accordance with, and as recommended in, the foregoing report of the President and Chief Executive Officer;

Capital	Expenditure Authorization
Smart Generation & Transmission Initiative Sensor Deployment Program, Phase I	$9,358,110

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

e. Real Estate

i. **Extension of Membership Agreement for Office Space at 575 Fifth Avenue, New York, New York**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to review and approve the extension for a two-year membership agreement for office space at 575 Fifth Avenue in New York City with WeWork for a total amount of $409,500.

BACKGROUND

The Authority's Expenditure Authorization Procedures governing real estate require the Trustees' approval for the acquisition of membership interests in real property where the annual rent is greater than $100,000.

DISCUSSION

As competition in the job market increases, establishing an office in Manhattan will increase the talent pool for critical and hard-to-fill positions in the White Plains office and allow staff to efficiently and more frequently meet with customers in or near New York City. The Real Estate staff commenced a search for office space in New York City and found a flexible 'membership based' model that, for a monthly fee, provides public and private office space without the need for a long-term membership, construction, office equipment, utilities, furniture and related expenses. The space contains work stations for approximately 24 staff, with one private office, and is centrally located near Grand Central Station and other public transit.

On November 1, 2017, the Authority entered into a six-month term, on a trial basis, at a cost of $100,000. NYPA staff has found this innovative office space to be extremely useful and would like to extend the term of the membership agreement for an additional two years, at a total membership fee of $409,500 ($198,900 for the first year and $210,600 for the second year). Compared to entering into a typical lease agreement for office space in Manhattan, this solution is significantly less expensive and allows for greater flexibility.

FISCAL INFORMATION

Funds required for the membership agreement will come from the Authority's Capital Fund.

RECOMMENDATION

The Vice President – Enterprise Shared Services recommends that the Trustees review and approve the extension for a two-year membership agreement for office space at 575 Fifth Avenue in Manhattan with WeWork for a total amount of $409,500.

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 Vice President – Enterprise Shared Services be, and hereby is, authorized to enter into an extension for a two-year membership agreement for office space at 575 Fifth Avenue in Manhattan with WeWork for a total amount of $409,500 subject to approval of the 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 Chairman, the President and Chief Executive Officer, the Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.

f. Finance

i. **New York Power Authority Other Post-Employment Benefit Funds: Selection of Prequalified Transition Managers**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the selection of Abel/Noser Corp., Pavillion Global Markets Ltd., Northern Trust Investment Inc., and Penserra Capital Management LLC to serve in a prequalified pool to provide Transition Management Services for the Other Post-Employment Benefits ('OPEB') Trust for a three-year term.

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. Moreover, the Authority's Expenditure Authorization Procedures require the Trustees' approval for the award of personal services contracts in excess of $1 million if low bidder, or $500,000 if sole-source or non-low bidder. The terms of the contracts considered herein are for more than one year and, in some cases, estimated to exceed the dollar thresholds over the term of the agreement; therefore, the Trustees' approval is required.

OPEB Trust

In anticipation of four expiring Investment Management Agreements in the OPEB Trust and the implementation of potential future strategy changes, staff is searching for a Transition Manager(s) to potentially design a trading strategy to reduce operational risks and transaction costs in the event that an incumbent investment manager is terminated and its assets under management will need to be transitioned to a new manager.

Certain Governmental Accounting Standards Board ('GASB') standards* issued in 2004 require governmental employers to account for other post-employment benefit ('OPEB') liabilities on an 'accrual' basis (i.e., as the benefits are earned during the working career of the employee) rather than on a 'pay-as-you-go' basis, where costs are recorded as the benefits are paid during the employee's retirement years. OPEBs may include medical, prescription drug, dental, vision, life and other long-term care benefits for retirees and eligible beneficiaries. Similar GASB standards for pensions have existed since 1994. The Authority began reporting its OPEB obligations in this manner in 2002. The GASB rules do not mandate funding of the accrued OPEB obligations, only a recognition of the accrued OPEB liability on the employer's financial statements. If left unfunded, however, the amount of the unfunded liability could significantly impact the employer's overall financial condition and its credit rating with an attendant impact on the cost of debt financing.

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

* These standards include Statement No. 43 – Financial Reporting for Post-employment Benefit Plans Other Than Pension Plans and Statement No.45 – Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions.

As of December 31, 2017, the market value of assets held in the OPEB Trust Fund totaled approximately $603 million, of which $415 million were invested in equities, $150 million were invested in fixed income securities, and $33 million were invested in real estate investment trust securities. When compared to the actuarial accrued liability of $671 million (as of December 31, 2017), this represents a funding level of 90%.

DISCUSSION

On December 5, 2017, staff solicited proposals for professional transition management services for the Other Post-Employment Benefits ('OPEB') Trust Fund by notice to a number of firms providing such services and advertisement in the New York State *Contract Reporter*. On or before December 27, 2016, the Authority received a total of four proposals.

Authority staff, with the assistance of its financial advisor, NEPC, LLC ('NEPC'), evaluated each proposal taking into consideration various criteria including, but not limited to, internal crossing abilities, access to available liquidity sources, asset class expertise, number of transitions completed in the past, stability of the transition team, experience of the transition staff, and fees. After conducting an extensive review and analysis of each proposal, all four firms were identified to be highly qualified to conduct potential asset transitions for the OPEB Trust: Abel/Noser Corp., Pavillion Global Markets, Northern Trust, and Penserra Transition Management, LLC. These firms have identified M/WBE firms to fulfill the M/WBE goal requirements as set forth in the request for proposals ('RFP').

Abel/Noser Corp. has a dedicated team of transition professionals with extensive experience in providing transition management services. Since its inception, Abel/Noser Corp. has maintained a strong focus in providing transition management services and had a positive growth trend in 4 out of the last 5 years. The company's proposed fee schedule is highly competitive. **Northern Trust Investment Inc.** is another firm with a long history of providing transition services and is one of the largest transition management service providers in the marketplace. The depth and experience of its transition team is one of the firm's greatest strengths and their proposed fee schedule is among the most competitive of the responding firms. **Pavillion Global Markets Ltd.** is another established transition management company with global reach and competitive fees that will give the Authority flexibility to transition multiple asset classes. To round out the pool of firms to serve as a potential transition manager for the OPEB Trust, staff is recommending **Penserra Capital Management, LLC**. Transition management service is a core offering of the firm and is a key strategic focus for its future growth. Penserra's transition team is among the most stable of the responding firms and the average field experience for the staff is between 15 and 20 years. Penserra has applied, and is currently waiting for Empire State Development's approval to become a New York State certified MBE firm. The aforementioned Pre-Qualified firms will be participating in a mini bid when an asset transition event occurs, and, potentially, one or more of the four Pre-Qualified firms may be appointed as the winning bidder(s).

FISCAL INFORMATION

The explicit fees for the recommended transition managers are expected to be approximately 1 (one) basis point (a basis point is equal to 1/100th of 1%, or 0.01%) depending on the amount of assets under management and subject to competitive mini bid.

RECOMMENDATION

Based on staff's evaluation, all of the firms are being recommended to serve in a prequalified pool to potentially provide Transition Management Services for the Other Post-Employment Benefits ('OPEB') Trust for a three-year term: Abel/Noser Corp, Pavillion Global Markets Ltd., Northern Trust Investment, Inc. and Penserra Capital Management LLC. Should a firm be selected in a mini bid to provide such services, it will be awarded a personal service contract.

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 selection of Abel/Noser Corp., Pavillion Global Markets Ltd., Northern Trust Investment, Inc., and Penserra Capital Management LLC to serve in a prequalified pool to provide professional transition management services for a three-year term in connection with the Authority's Other Post-Employment Benefits Trust Fund, as recommended in the foregoing report of the President and Chief Executive Officer, is hereby approved and the execution of such contracts by the Executive Vice President and Chief Financial Officer or the Treasurer, subject to the approval of the form thereof by the Executive Vice President and General Counsel, on behalf of the Authority is approved; and be it further

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

ii. **Release of Funds in Support of the Western New York Power Proceeds Allocation Act**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the release of up to $1 million in funds into the Western New York Economic Development Fund ('WNYEDF') representing the net earnings from unallocated Expansion Power and Replacement Power sold into the wholesale energy market for the period January 1, 2018 through December 31, 2018 as set forth in Chapter 58 of the Laws of 2012.

BACKGROUND

On March 30, 2012, Governor Cuomo signed into law the Western New York Power Proceeds Allocation Act (the 'Act') which authorizes the Authority, as deemed feasible and advisable by the Trustees, to deposit into the WNYEDF net earnings from the sale of unallocated Expansion Power and Replacement Power from the Authority's Niagara power project. The Act repealed Chapter 436 of the Laws of 2010, which had amended the Public Authorities Law and the Economic Development Law, to create a similar program authorizing unallocated Expansion Power and Replacement Power to be utilized for WNYEDF benefits.

The effective date for calculating the net earnings is August 30, 2010, the original effective date of Chapter 436 of the Laws of 2010. Net earnings are defined as 'the aggregate excess of revenues received by the power authority of the state of New York from the sale of expansion and replacement power and energy produced at the Niagara 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 expansion power or replacement power customer under the applicable tariff or contract.'

The net earnings deposited into the WNYEDF will be utilized to fund economic development projects ('eligible 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. Eligible projects are to support the growth of business in the state and thereby lead to increased tax revenues and job creation or retention. Eligible projects may include capital investment in buildings, equipment and associated infrastructure; research and development that benefits New York State; support for tourism and marketing and advertising for Western New York State tourism and business; and energy related projects as authorized under §1005(17) of Public Authorities Law.

The Act also established the Western New York Power Proceeds Allocation Board ('Allocation Board') which consists of five members appointed by the Governor. The Allocation Board's responsibilities include establishing written procedures for reviewing applications and making recommendations to the Authority for the allocation of fund benefits to eligible projects. In reviewing applications for benefits, the Allocation Board shall employ the same criteria used for determining eligibility for Expansion, Replacement and Preservation Power allocations as provided in §1005 of Public Authorities Law including, but not limited to, the number of jobs and type of jobs created as measured by wage and benefit levels; business' long-term commitment to the region; amount of capital investment; and impact on competitiveness in the region. Upon recommendation of the Allocation Board, the Authority shall award fund benefits to an applicant, provided however, that upon a showing of good cause, the Authority shall have the 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.

DISCUSSION

The Authority is requested, from time to time, to provide financial support to the State or for various other State programs. Any such transfer of funds must (1) be authorized by the Legislature;

(2) be approved by the Trustees 'as feasible and advisable,' (3) satisfy the requirements of the Authority's General Resolution Authorizing Revenue Obligations dated February 24, 1998, as amended and supplemented ('Bond Resolution') and (4) as set forth in the Trustees' Policy Statement dated May 24, 2011, a debt service coverage ratio of 2.0 shall be used as a reference point in considering any such payments or transfers.

The Bond Resolution's requirements to withdraw monies 'free and clear of the lien and pledge created by the Bond Resolution' are such that withdrawals (a) 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 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.

The Trustees have already authorized the release of up to $62 million in net earnings from the Operating Fund to the WNYEDF representing the then-estimated net earnings from inception through December 31, 2017. Actual net earnings deposited into the WNYEDF through this period totaled $41.2 million.

Staff is seeking authorization to deposit into the WNYEDF all additional net earnings through December 31, 2018 up to a total of $1 million. While it is estimated that approximately $0.15 million in net earnings will be generated based upon current levels of unallocated Expansion Power and Replacement Power from the Authority's Niagara power project and presently projected wholesale energy prices, the recommendation for up to $1 million reflects the potential volatility in market prices. If authorized by the Trustees, such net earnings would be deposited into the WNYEDF on, at least, a quarterly basis.

Staff has reviewed the effect of releasing the requested up to $1.0 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 also calculated the impact of this release, together with (i) the release of $30 million in Recharge New York Discounts for 2018, (ii) the release of up to $41 million in Canal-related operating expenses for 2018 ($20.5 million of which was authorized in December 2017 and $20.5 million of which the Trustees are being asked to authorize at this March 2018 meeting), and (iii) the release of up to $2 million in Northern NY Power Proceeds net earnings on the Authority's debt service coverage ratio 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 2018-2021. 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

Since the passage of the initial legislation related to the WNYEDF (Chapter 436 of the Laws of 2010), the Authority has been accruing for this liability on a monthly basis. Provisions for the Authority's fiscal year 2018 deposits for this program were also included in the 2018 Operating Forecast approved by the Trustees in December 2017.

Staff has determined that sufficient funds are available to provide up to an additional $2 million in support for WNYEDF benefits for the period ending December 31, 2018 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. Net earnings to be deposited into the WNYEDF for periods beyond December 31, 2018 will be requested of the Trustees at a later date.

RECOMMENDATION

The Treasurer recommends that the Trustees affirm the deposit of up to $1 million into the Western New York Economic Development Fund is feasible and advisable and to authorize such deposit through December 31, 2018.

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

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

RESOLVED, That the Trustees hereby authorize the release of up to $1 million from the Operating Fund to the Western New York Economic Development Fund as authorized by Chapter 58 of the Laws of 2012 and as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the amount of up to $1 million to be used for the Western New York Economic Development Fund benefits described in the foregoing resolution 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 be it further

RESOLVED, That as a condition to making the releases specified in the foregoing resolutions, on the day of such payment the Treasurer or the Deputy Treasurer shall certify that such monies are not then needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented; and be it further

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

iii. **Release of Funds in Support of the Northern New York Power Proceeds Allocation Act**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the release of up to $2 million in funds into the Northern New York Economic Development Fund representing 'net earnings' from the sale of unallocated St. Lawrence County Economic Development Power into the wholesale energy market for the period January 1, 2018 through December 31, 2018, as authorized by Chapter 545 of the Laws of 2014.

BACKGROUND

1. Program Structure

On December 29, 2014, Governor Cuomo signed into law the Northern New York Power Proceeds Allocation Act (the 'Act') which created a program intended to support economic development by providing financial support for eligible economic development projects located, or proposed to be located, in St. Lawrence County by eligible applicants.

In summary, the program is to be administered by the Authority, with assistance from the five-member Northern New York Power Proceeds Allocation Board ('NNYPPAB') which the Act creates. The NNYPPAB, whose members are appointed by the Governor, is authorized to solicit applications from 'eligible applicants' for financial assistance known as 'fund benefits' to support 'eligible projects;' evaluate applications based on eligibility requirements and applicable criteria; and make recommendations to the Trustees for awards of fund benefits. The Trustees are authorized to consider whether to make awards of fund benefits to support eligible projects that are recommended by the NNYPPAB.

The Act defines 'eligible applicant' as a private business, including a not-for-profit corporation. 'Eligible projects' are defined as economic development projects that are, or would be, physically located within St. Lawrence County that will support the growth of business in St. Lawrence County and thereby lead to the creation or maintenance of jobs and tax revenues for the state and local governments. Eligible projects may include capital investments in buildings, equipment, and associated infrastructure (collectively, '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 St. Lawrence County tourism and business; and energy-related projects. Eligible projects do not include, and fund benefits may not be used for, public interest advertising or advocacy; lobbying; the support or opposition of any candidate for public office; the support or opposition to any public issue; legal fees related to litigation of any kind; expenses related to administrative proceedings before state or local agencies; or retail businesses as defined by NNYPPAB, including, without limitation, sports venues, gaming and gambling or entertainment-related establishments, residential properties, or places of overnight accommodation.

Applications will be evaluated using the following criteria specified in the Act:

1. whether the eligible project would occur in the absence of an award of fund benefits;

2. the extent to which an award of fund benefits will result in new capital investment in the State by the eligible applicant and the extent of such investment;

3. other assistance the eligible applicant may receive to support the eligible project;

4. the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the eligible applicant were to receive an award of fund benefits;

5. the eligible applicant's payroll, salaries, benefits and number of jobs at the eligible project for which an award of fund benefits is requested;

6. the number of jobs that will be created or retained within St. Lawrence County and any other parts of the State in relation to the requested award of fund benefits, and the extent to which the eligible applicant will agree to commit to creating or retaining such jobs as a condition to receiving an award of fund benefits;

7. whether the eligible applicant is at risk of closing or curtailing facilities or operations in St. Lawrence County and other parts of the State, relocating facilities or operations out of St. Lawrence County and other parts of the State, or losing a significant number of jobs in St. Lawrence County and other parts of the State, in the absence of an award of fund benefits;

8. the significance of the eligible project that would receive an award of fund benefits to the economy of the area in which such eligible project is located; and

9. for new, expanded and/or rehabilitated facilities, the extent to which the eligible applicant will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving an award of fund benefits.

The Act provides that the NNYPPAB shall also consider the extent to which an award of fund benefits would be consistent with the strategies and priorities of any Regional Economic Development Council having responsibility for the region in which the eligible project would be located, and authorizes the NNYPPAB to solicit the views of organizations that have an interest in economic development in St. Lawrence County regarding such matters as proposed funding strategies and priorities, and applications for fund benefits.

2. Program Funding

The program is funded by 'net earnings' from the sale of unallocated St. Lawrence County Economic Development Power ('SLCEDP'). 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 entitled 'Agreement Governing the Sale of St. Lawrence-FDR Project Power and Energy to the Town of Massena Electric Department for Economic Development Purposes' (the 'Authority-TMED Contract'). The Act 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 five years after enactment, the amount of SLCEDP that may be used by the Authority 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 under the Authority-MED contract for sub-allocations. Thereafter, the amount of SLCEDP that may be used by the Authority to generate net earnings may not exceed the lesser of 10 MW or the amount of SLCEDP that has not been allocated under the Authority-MED contract for sub-allocations.

The Act also authorized the Authority to create and maintain a fund known as the Northern New York Economic Development Fund (the 'NNYEDF'), and deposit net earnings into the NNYEDF as determined to be feasible and advisable by the Trustees. The NNYEDF is a separate fund residing within the Authority's Operating Fund.

DISCUSSION

The Authority is requested, from time to time, to provide financial support to the State or for various other State programs. Any such transfer of funds must (1) be authorized by the Legislature, (2) be approved by the Trustees 'as feasible and advisable,' and (3) satisfy the requirements of the Authority's General Resolution Authorizing Revenue Obligations, dated February 24, 1998, as amended and supplemented ('Bond Resolution'). Further, as set forth in the Trustees' Policy Statement dated May 24, 2011, a debt service coverage ratio of 2.0 shall be used as a reference point in considering any such payments or transfers.

The Bond Resolution's requirements to withdraw monies 'free and clear of the lien and pledge created by the Bond Resolution' are such that withdrawals (a) 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 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.

The Trustees have already authorized the release of up to $10 million in net earnings from the Operating Fund to the NNYEDF representing the then-estimated net earnings from inception through December 31, 2017. Actual net earnings deposited into the NNYEDF through this period totaled $2.9 million.

Staff is seeking authorization to deposit into the NNYEDF all additional net earnings through December 31, 2018 up to a total of $2 million. While it is estimated that approximately $1.1 million in net earnings will be generated based upon current levels of unused St. Lawrence County Economic Development Power and presently projected wholesale energy prices, the recommendation for up to $2 million reflects the potential volatility in market prices. If authorized by the Trustees, such net earnings would be deposited into the NNYEDF on, at least, a quarterly basis.

Staff has reviewed the effect of releasing the requested up to $2.0 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 also calculated the impact of this release, together with (i) the release of $30 million in Recharge New York Discounts for 2018, (ii) the release of up to $41 million in Canal-related operating expenses for 2018 ($20.5 million of which was authorized in December 2017 and $20.5 million of which the Trustees are being asked to authorize at this March 2018 meeting), and (iii) and the release of up to $1 million in Western NY Power Proceeds net earnings on the Authority's debt service coverage ratio 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 2018-2021. 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 to provide up to $2 million for deposit into the NNYEDF for the period January 1, 2018 through December 31, 2018, 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. Authorization for the deposit of net earnings into the NNYEDF for periods beyond December 31, 2018 will be requested of the Trustees at a later date. Provisions for the Authority's fiscal year 2018 deposits for this program were also included in the 2018 Operating Forecast approved by the Trustees at their December 2017 meeting.

RECOMMENDATION

The Treasurer recommends that the Trustees affirm the deposit of up to $2 million into the Northern New York Economic Development Fund for the period January 1, 2018 through December 31, 2018 is feasible and advisable, and authorize such deposit to the extent such amount of net earnings is generated during this timeframe.

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

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

RESOLVED, That the Trustees hereby authorize the release of up to $2 million from the Operating Fund to the Northern New York Economic Development Fund ("NNYEDF") for the period from January 1, 2018 through December 31, 2018, to the extent such amount of net earnings is generated during this timeframe, as authorized by Chapter 545 of the Laws of 2014 ("Chapter 545") and as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the amount of up to $2 million to be released to the NNYEDF for the purposes authorized by Chapter 545 described in the foregoing resolution 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 be it further

RESOLVED, That as a condition to making the releases specified in the foregoing resolutions, on the day of such payment the Treasurer or the Deputy Treasurer shall certify that such monies are not then needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented; and be it further

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

iv. **Seaway Private Equity Corporation – Grant Agreement Amendment**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve an amendment to the Amended and Restated Grant Agreement with the Seaway Private Equity Corporation ('SPEC') (Exhibit '4f iv-A') to extend its term through December 31, 2019 and to increase the amount set aside for legal and administrative expenses by authorizing SPEC to use the interest earned on the unexpended principal for such expenses.

BACKGROUND

By resolution approved September 20, 2005, as part of the St. Lawrence Relicensing Settlement Agreements, the Trustees authorized the Authority to negotiate the terms and conditions of a grant agreement ('Grant Agreement') with a St. Lawrence County not-for-profit corporation, subsequently incorporated as SPEC. Pursuant to that grant agreement, the Authority would provide a grant of $10 million to be invested by SPEC under a capital commitment agreement ('Capital Commitment Agreement') with Golden Technology Management, LLC ('Golden'). Golden, in turn, would raise an additional $20 million in private equity funds for the purpose of establishing a pool for investments in technology businesses to promote economic development and increase employment and the tax base in St. Lawrence County.

The original Grant Agreement was amended, effective as of March 1, 2006 ('Amended and Restated Grant Agreement'), to: (i) clarify the definitions of business development firms in which SPEC may invest, (ii) allow SPEC to invest in firms other than Golden, (iii) allow SPEC to invest in firms that are not 'new technology' firms (requiring a two-thirds vote of the SPEC Board), and (iv) require that the Authority approve any alternate business development firms prior to SPEC investment.

On July 28, 2009, the Trustees approved two amendments to the Amended and Restated Grant Agreement with SPEC to: (i) authorize SPEC to waive provisions of the standard-form Amended and Restated Capital Commitment Agreement upon a vote of two-thirds of its Board of Directors and (ii) increase the amount set aside for legal and administrative expenses, from $250,000 to $500,000 by authorizing SPEC to use the interest earned on the principal for such expenses.

On January 23, 2013, the Trustees approved a further amendment to the Amended and Restated Grant Agreement with SPEC to increase the amount set aside for legal and administrative expenses, from $500,000 to $750,000 by authorizing SPEC to use the interest earned on the principal for such expenses.

Since its inception, SPEC has invested approximately $9,332,079 of the original $10,000,000 in firms located in St. Lawrence County. The fund has a balance of $1,089,357.20 (including earned interest less expenses).

SPEC has now requested that the cap on administrative expenses be increased from $750,000 to $800,000. Currently, approximately $741,361.20 has been expended by SPEC for administrative expenses. To date, the principal grant amount has earned $1,242,987.73 in interest. It is recommended that the cap on administrative expenses be increased to $800,000, with such increase to be paid out of the interest earned.

RECOMMENDATION

The Executive Vice President and General Counsel recommends that the Trustees approve an amendment to the Amended and Restated Grant Agreement with the Seaway Private Equity Corporation

to increase the amount set aside for legal and administrative expenses from $750,000 to $800,000 using the interest earned on the principal for such expenses.

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

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

RESOLVED, That an amendment to the Amended and Restated Grant Agreement with the Seaway Private Equity Corporation ("SPEC") to increase the amount set aside for legal and administrative expenses from $750,000 to $800,000 using the interest earned on the principal for such expenses, be, and hereby is, approved on the terms set forth 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.

g. Annual Reports

i. **2017 Financial Reports Pursuant to Section 2800 of the Public Authorities Law and Regulations of the Office of the State Comptroller**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the financial report for the year ended December 31, 2017 (Exhibit '4g i-A') and authorize the Corporate Secretary to submit this report to the Governor, legislative leaders, the State Comptroller and the Authorities Budget Office ('ABO') pursuant to Section 2800 of the Public Authorities Law, as amended by the Public Authorities Accountability Act of 2005 ('PAAA'). In accordance with regulations adopted by the Office of the State Comptroller ('OSC'), the Trustees are also requested to approve and authorize posting of a report of actual versus budgeted results for the year 2017 (Exhibit '4g i-B') on the Authority's website.

BACKGROUND

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

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

DISCUSSION

The Trustees are requested to approve the required financial report for the year ended December 31, 2017 and authorize the Corporate Secretary to submit this report to the Governor, legislative leaders, the State Comptroller and the ABO pursuant to Section 2800 of the Public Authorities Law. This report was reviewed by the Audit Committee at its meeting of March 20, 2018. The Trustees are also requested to approve a report of actual versus budgeted results for the year 2017 and authorize posting it on the Authority's website.

FISCAL INFORMATION

There is no anticipated fiscal impact.

RECOMMENDATION

The Vice President and Controller recommends that the Trustees approve and authorize submittal of the financial report for the year ended December 31, 2017 and posting of a report of actual versus budgeted results for the year 2017 on the Authority's website (Exhibits '4g i-A' and '4g i-B') as discussed herein. The Audit Committee reviewed the financial report for the year ended December 31, 2017 at their meeting earlier today and is also recommending its approval.

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

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

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

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

WHEREAS, on the date hereof, the Chief Executive Officer and Chief Financial Officer have so certified as to the financial information contained within the attached reports for the fiscal year ending December 31, 2017;

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 2016 in accordance with the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That pursuant to 2 NYCRR Part 203, the attached report of actual vs. budgeted results for the year 2017 is approved in accordance with the foregoing report of the President and Chief Executive Officer; and the

Corporate Secretary is authorized to post the report on the Authority's website; and be it further

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

ii. **Annual Review and Approval of Guidelines for the Investment of Funds and 2017 Annual Report on Investment of Authority Funds**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to review and approve the attached 2017 Annual Report on Investment of Authority Funds, which includes the Guidelines for the Investment of Funds (Exhibit '4g ii-A').

BACKGROUND

Section 2925 of the Public Authorities Law requires the review and approval of an annual report on investments. Pursuant to the statute, the attached report includes Investment Guidelines that set standards for the management and control of the Authority's investments; total investment income; a statement of fees paid for investment management services; the results of an independent audit; a detailed inventory report for each of the Authority's investment portfolios as of December 31, 2017; 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 2017 Annual Report on Investment of Authority Funds

In 2017, the Authority's investment portfolios, exclusive of the separately managed Other Post-Employment Benefits Trust Fund averaged approximately $1.199 billion with a December 31, 2017 cost of $1.114 billion and market value of $1.105 billion, representing a negative mark-to-market of approximately $8.9 million. At year-end, $1.121 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 ($10 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 ($48 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. The December 31, 2017 spent fuel obligation was $219 million.

- Capital Project Reserve ($695 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, is 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.

- Western New York Economic Development Fund ($12 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 ($3 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 ($353 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, 2017 Operating Reserve of $353.1 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, 2017, the Authority separately held a total of $25 million in cash and investments from the proceeds of bond and note issuances in its Construction portfolios. These funds are earmarked for construction projects currently under way, such as the St. Lawrence Life Extension and Modernization Project and improvements pursuant to the Niagara Relicensing Settlement Agreements.

The Authority's portfolios earned approximately $14 million in investment income in 2017, a $2 million increase from the investment income earned in 2016. The rising interest rate environment allowed the reinvestment of maturing securities to higher yielding instruments. As of December 31, 2017, the Authority's portfolios yielded 1.53%.

As of December 31, 2017, the portfolio was comprised of government-sponsored agency securities (90.8%), municipal securities (8.9%), and certificates of deposit and repurchase agreements (0.3%).

Other Post-Employment Benefits Trust ($603 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, 2017, the OPEB Trust's market value was approximately $603 million, representing an annualized return of 17.04% for 2017. The return performance was attributable to positive returns in international and domestic equities, fixed income and real estate.

Investment management and advisory fees associated with the OPEB Trust Fund totaled $1,216,548 in 2017 and were paid from such Trust Fund. These fees and the firms paid are detailed in Section III (B) of the attached report.

2. 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 21, 2017. The Guidelines remain fundamentally sound and meet the requirements of the Authority. Furthermore, these Guidelines continue to meet the requirements of Section 2824(1)(e) of the Public Authorities Law, which requires the Authority's Trustees to establish written policies and procedures with respect to investments.

RECOMMENDATION

The Treasurer recommends that the Trustees approve the attached 2017 Annual Report on Investment of Authority Funds, which includes the Guidelines for the Investment of Funds.

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

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

RESOLVED, That the 2017 Annual Report on Investment of Authority Funds, which includes 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.

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

The President and Chief Executive Officer submitted the following report:

"SUMMARY

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

(1) 2018 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 '4g iii-A';

(2) 2018 Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority ('Real Property Acquisition Guidelines') set forth in Exhibit '4g iii-B';

(3) 2017 Annual Report of the Disposal of Real Property set forth in Exhibit '4g iii-C';

(4) 2017 Annual Report of the Acquisition of Real Property set forth in '4g iii-C-1'; and

(5) The revised Real Estate Expenditure Authorization Procedures ('EAP's') set forth in Exhibit '4g iii-D'.

BACKGROUND

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

The 2017 Real Property Disposal Guidelines and the 2017 Real Property Acquisition Guidelines set forth the methodology detailing the Authority's policy regarding the use, award, monitoring and reporting of contracts for the disposal and acquisition of real property and designate a Contracting Officer responsible for the Authority's compliance with, and enforcement of, such Guidelines. At their meeting of March 21 2017, the Trustees reviewed and approved the Authority's 2017 Real Property Disposal Guidelines and Real Property Acquisition Guidelines. In 2018, formatting changes were made to both of these Guidelines as set forth in Exhibits '4g iii-A' and '4g iii-B' attached hereto, however, no substantive changes were made to these Guidelines.

DISCUSSION

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

received by the Authority. Similarly, the Real Property Acquisition Report lists the real property acquisition transactions conducted during the reporting period having an estimated fair market value in excess of $15,000.00, including a description of the property, the seller's name and the price received by the Authority. During this reporting period, there was one (1) acquisition of real property with an estimated fair market value in excess of $15,000.00 and four (4) disposals 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 2018 Real Property Disposal Guidelines, the 2018 Real Property Acquisition Guidelines, the Authority's 2017 Annual Report of the Disposal of Real Property and the Authority's 2017 Annual Report of the Acquisition of Real Property.

Both Guidelines, if approved, will be posted on the Authority's internet website, as will be the 2017 Annual Reports. On or before the 31st day of March, the Real Property Disposal Guidelines, the Real Property Acquisition Guidelines and the corresponding 2017 Annual Reports, as reviewed and approved by the Trustees, will be filed with the State Comptroller, the Director of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.

The Expenditure Authorization Procedures for Claims Settlement and Payment for Real Estate (Exhibit '4g iii-D') have also been amended to increase the dollar amount of the delegation of approvals for the settlement and payment of property acquisitions and disposals to reflect current real estate valuations.

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Vice President – Enterprise Shared Services recommends that the Trustees approve the 2018 Real Property Disposal Guidelines, the 2018 Real Property Acquisition Guidelines, the 2017 Annual Report of the Disposal of Real Property, the 2017 Annual Report of the Acquisition of Real Property and the amended Expenditure Authorization Procedures as set forth in the attached Exhibits.

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

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

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Authority hereby reviews and approves the 2018 Guidelines and Procedures for the Disposal of New York Power Authority Real Property and the 2018 Guidelines and Procedures for the Acquisition of Real Property by the New York Power Authority as set forth in Exhibits ''4g iii-A" and ''4g iii-B", respectively, attached hereto; and be it further

RESOLVED, That pursuant to the provisions of the Public Authorities Accountability Act of 2005, as amended by the Public Authorities Reform Act, Chapter 506 of the Laws of 2009, the Authority

hereby reviews and approves the 2017 Annual Report for the Disposal of Real Property and the 2017 Annual Report of the Acquisition of Real Property as set forth in Exhibits ‘‘4g iii-C” and ‘‘4g iii-C-1,” respectively, attached hereto; and be it further

RESOLVED, That the Authority hereby reviews and approves the revised Expenditure Authorization Procedures for Claims Settlement and Payment for Real Estate as set forth in Exhibit ‘‘4g iii-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.

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

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to review and approve the Guidelines for the Disposal of Authority Personal Property ('Personal Property Guidelines'), which address the disposal of Authority-owned materials, tools, equipment and vehicles, in compliance with Public Authorities Law §2896. The Personal Property Guidelines are attached hereto as Exhibit '4g iv-A.' The Trustees are also requested to review and approve the 2017 Annual Report of the Disposal of Personal Property over $5,000, attached hereto as Exhibit '4g iv-A-1.'

BACKGROUND

On January 13, 2006, the Public Authorities Accountability Act of 2005 ('PAAA') was enacted to codify model governance principles for New York State's public authorities to further accountability and transparency. Among its provisions, the PAAA, and as later amended by the Public Authorities Reform Act of 2009, established requirements for the disposal of public authority personal property. The law also required each authority to draft guidelines consistent with the legislation dealing with these issues, to review and approve such guidelines annually and to prepare an annual report of the disposal of personal property (including the full description, name of the purchaser and price received for all such property disposed of by the authority during such period). Such Guidelines were initially approved by the Trustees at their meeting of March 28, 2006 and have been amended as deemed advisable and necessary, and reviewed and approved annually since that date, most recently on March 21, 2017.

DISCUSSION

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

Staff has reviewed the Personal Property Guidelines and recommends no substantive changes. Several non-substantive and stylistic changes are set forth in the redlined copy attached hereto as Exhibit '4g iv-A' to reflect titular or organizational changes.

Upon annual review and approval by the Trustees, the Guidelines and corresponding Annual Report will be filed on or before the 31st day of March with the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office and posted on the Authority's internet website, in compliance with applicable law and the Guidelines.

FISCAL INFORMATION

There will be no financial impact on the Authority.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer and the Vice President – Strategic Supply Management recommend that the Trustees approve the Guidelines for the Disposal of Authority Personal Property for the disposition of Authority-owned materials, tools, equipment and vehicles, and the corresponding 2017 Annual Report of the Disposal of Personal Property over $5,000, as set forth in Exhibits '4g iv-A' and '4g iv-A-1,' respectively.

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

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

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

RESOLVED, That pursuant to the provisions of the Public Authorities Law, the Authority hereby reviews and approves the 2017 Annual Report of the Disposal of Personal Property over $5,000, as set forth in Exhibit "4g iv-A-1," and attached hereto; and be it further

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

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

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the 2017 Annual Report of Procurement Contracts ('Annual Report') (Exhibit '4g v-A-3') and the Guidelines for Procurement Contracts ('Guidelines') (Exhibit '4g v-A-2') and to review open service contracts exceeding one year that were active in 2017 as detailed in the Annual Report (Exhibit '4g v-A-3'). An Executive Summary is set forth in Exhibit '4g v-A-1.'

BACKGROUND

Section 2879 of the Public Authorities Law ('PAL') governs the administration and award of procurement contracts equal to, or greater than $5,000. Section 2879 of the PAL requires public authorities to adopt comprehensive guidelines detailing their operative policy and instructions concerning the use, awarding, monitoring and reporting of procurement contracts. The Authority's Guidelines were adopted by the Trustees at their meeting of October 31, 1989 and were implemented as of January 1, 1990. The Guidelines have been amended as deemed advisable and necessary, and reviewed and approved annually by the Board since that date, most recently on March 29, 2016.

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 2017 Annual Report is attached for the Trustees' review and approval (Exhibit '4g v-A-3'). The Annual Report reflects activity for all procurement contracts equal to or greater than $5,000, as identified by the Authority's SAP Enterprise Resource Planning ('ERP') system, that were open, closed or awarded in 2017, including contracts that were extended into 2018 or beyond. In addition, fossil fuels transactions reported by the Fuel Planning and Operations group and financial-related services reported by Corporate Finance (of the Wholesale Commercial Operations and Business Services Business Units, respectively), are included in the Annual Report of Procurement Contracts. All additional information required by the statute is also included. The Trustees are requested to approve the attached Annual Report pursuant to §2879 of the PAL prior to submittal thereof to the Director of the Division of the

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

A copy of the Guidelines effective March 31, 2018 (Exhibit '4g v-A-2') is attached to the Annual Report. These Guidelines are amended in accordance with certain provisions of State Finance Law §§ 139-j and 139-k, New York Public Officers Law §73(8), and as further set forth in Exhibit '4g v-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 – Procurement recommend that the Trustees approve the 2017 Annual Report of Procurement Contracts, the Guidelines for Procurement Contracts and the review of open service contracts as attached hereto in Exhibits '4g v-A-1' through '4g v-A-3.'

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

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

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

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

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

vi. **Approval of Revised Expenditure Authorization Procedures**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve revised Expenditure Authorization Procedures ('EAPs') governing Procurement and Real Estate pursuant to Article VII, Section 5 of the Authority's By-Laws.

The Trustees are also requested to continue the delegation to the Chairman of the Authority to modify existing authorization and execution limits of the EAPs relating to commitments for the approval of, award of and change orders to contracts that do not require approval by the Trustees.

BACKGROUND

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 2015 with the Chairman's approval.

DISCUSSION

Since the full Board of Trustees has not adopted EAPs since 2015, good governance dictates that these revised EAPs (attached as Exhibit '4g vi-A') be presented for the Board's approval. The Governance Committee, at its meeting held on March 20, 2018, reviewed the proposed modifications to the EAPs and recommended adoption by the full Board.

Staff has identified the need to authorize certain additional levels of personnel (titles) to approve commitments, as well as to increase the execution (signing) limits for certain purchasing and other personnel. The recommended changes will rightly place responsibility with those employees already accountable for such functions and further streamline the procurement process, while, at the same time, maintaining appropriate controls on the process.

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 proposed modifications to the Expenditure Authorization Procedures.

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 revised Expenditure Authorization Procedures discussed in the foregoing report of the President and Chief Executive Officer, and attached hereto as Exhibit "4g vi-A," be hereby adopted; and be it further

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

vii. **Annual Review and Approval of Certain Authority Policies**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the Authority's Performance Improvement Policy, (EP 4.2), revised on 07/11/2017, (Exhibit '4g vii-A') as required by Section 2824 of the Public Authorities Law and Section 2 of Article II of the Authority's By-laws.

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

BACKGROUND AND DISCUSSION

Section 2824 of the Public Authorities Law and the Authority's By-laws require the Authority's Trustees to, among other things, establish written policies and procedures on personnel. The Trustees have established policies on the payment of salary, compensation, reimbursements, time and attendance and other personnel policies in the past. A revision to the Performance Improvement policy is now before the Board for review and adoption.

RECOMMENDATION

The Governance Committee recommends that the Trustees approve the Authority's policy related to Performance Improvement (EP 4.2) revised on 07/11/2017. It is further recommended that the Trustees delegate to the President and Chief Executive Officer the authority to modify this policy, as necessary, except in the event that any powers, duties or obligations of the Trustees would be affected by such modification.

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

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

RESOLVED, That pursuant to Section 2824 of the Public Authorities Law and Section 2 of Article II of the Authority's By-laws, the below-listed policy of the Authority relating to Performance Improvement, is hereby approved:

- **Performance Improvement (EP 4.2 revised on 07/11/2017)**

AND BE IT FURTHER RESOLVED, That the President and Chief Executive Officer is authorized to modify the foregoing policy, as necessary, except in the event that any powers, duties or obligations of the Trustees 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 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.

viii. **Annual Report on New York Power Authority's 2018 Strategic Plan**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are presented with the Authority's proposed 2018 Strategic Plan for adoption, as set forth in Exhibit '4g viii-A' attached hereto.

BACKGROUND

The Authority's By-Laws state that 'the Trustees shall annually review a Strategic Plan developed by the Executive Management Committee, under the supervision of the Strategic Planning and Energy Policy Committee, which shall become the basis for the development of departmental plans, the annual budget and the capital expenditure plan' (By-Laws, Article VII – Fiscal Management , Section 2 – Strategic Plan). In addition, Public Authorities Law §2824-a requires state authorities to develop and adopt a mission statement.

The Authority has, for many years, annually reviewed and updated, as necessary, its mission statement and strategic plan. In late 2013, the Authority drafted a strategic plan containing a revised mission statement to advance alignment with the changing needs of its customers and to support the future energy structure of New York. In 2017, the Authority drafted a refreshed version of the strategic plan to reflect dynamic changes that are taking place in the industry. This refresh reaffirms NYPA's ambitions to place the customer at the center of its strategic investments, and specifies that enterprise digitization will be a foundational step in realizing the Authority's ambitions.

DISCUSSION

In 2013, Authority staff undertook an examination of its corporate strategy in the context of a rapidly changing energy environment. This effort mainly consisted of three phases, each lasting several months.

- In mid-2013, Authority staff met with external stakeholders representing customers, energy leaders, government officials, financial organizations, universities, and others to discuss customer requirements, key trends and opportunities in the energy industry.

- In late 2013, a thirty-two member strategy team convened several times to discuss how the Authority could proceed, boldly and innovatively, as the energy industry continues its evolution from a traditional, centralized model to a more innovative, customer-centric model. Three key drivers emerged from the team's research: (1) customer value, (2) stewardship for the future, and (3) flexibility of infrastructure and organizations.

- In 2014, a comprehensive business plan was constructed for six strategic initiatives outlining the business case and implementation plan for each.

- New mission and vision statements for the Authority, drafted by the strategy team, were approved by the Trustees in March 2014.

- In April 2015, a group of 40 senior employees from across the Authority, met to re-evaluate the strategic plan, mission, vision, goals and initiatives in light of changes to its business environment.

- In 2016, the Strategy program management office was launched to provide support and governance for the execution of milestones associated with each of these six initiatives.

- In 2017, the Authority refreshed its strategic plan as a result of rapid cost reductions in energy technologies, growing interest in consumer sustainability, and a focus on renewable energy driven by New York State energy policies. The 2017 Strategy program, while keeping the six strategic initiatives from the previous plan the same, refocuses those initiatives into three key strategic themes: customer success, cost leadership, and innovation. In addition, the 2017 Strategy Program makes four key promises to the Authority's customers: becoming a market leader for energy efficiency and renewable energy services, offering the best deal, by far, in electricity commodity management for its supply customers, having the largest market share of new transmissions and large scale renewable projects, and leading in energy storage and electric vehicle infrastructure and services in New York. These four promises will be enabled by the Authority becoming the first end-to-end digital utility.

RECOMMENDATION

The Executive Vice President and Chief Financial Officer recommends that the Trustees adopt the 2018 Strategic Plan presented herein.

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

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

RESOLVED, That the Trustees hereby acknowledge that they have read, understand and adopt the Authority's 2018 Strategic Plan, attached hereto as Exhibit "4g viii-A," 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 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.

ix. **2017 Annual Board of Directors Evaluation Pursuant to Sections 2800 and 2824 of the Public Authorities Law and Guidance of the Authorities Budget Office**

The Chair of the Governance Committee submitted the following report:

"SUMMARY

The Trustees are requested to approve the annual Board of Directors evaluation summary for 2017 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 2017 Board evaluation at its meeting of March 20, 2018, and voted to recommend that Authority and Canal Corporation Boards approve the summary of the 2017 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 approve the attached 2017 evaluation summary (Exhibit '4g ix-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."

The following resolution, as submitted by the Chair of the Governance Committee, was unanimously adopted.

WHEREAS, pursuant to Sections 2800(1)(a)(15) and 2800(2)(a)(15) and Section 2824(7) of the Public Authorities Law and Guidance of the Authorities Budge Office, the Authority is required to annually submit a summary of the Board of Directors 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 2017 Annual Board Member 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 2017 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.

5. DISCUSSION AGENDA:

a. Strategic Initiatives

i. President and Chief Executive Officer's Report

President Quiniones provided highlights of the Authority's performance, to date, to the Board. (Exhibit "5a i-A")

NYPA Digital Strategy

Digital Transformation Office

As part of the efforts to make NYPA the first end-to-end digital utility, NYPA is starting up a Digital Transformation office ("DTO"). To that end, Ms. Daniella Piper, the Authority's Vice President of Digital Transformation and Chief-of-Staff is leading the team to build that office. The DTO is tasked with delivering the outcomes that the Authority is seeking in its digital strategy and ensuring that the Authority has uniformity in crosscutting issues such as its enterprise digital architecture, governance of the data across the organization, as well as development of various software applications.

NYPA has created eight work streams or portfolios to support its digital strategy ranging from its workers in the field, its power plants and customers. Over time, staff will report to the Board on the status of the various projects under each of the digital work streams.

Asset Management and Smart Generation & Transmission

The Integrated Smart Operating Center ("iSOC"), opened last December, enables predictive modeling to optimize maintenance and detect potential outages before they occur. It also creates a hub where the Authority can co-develop new applications with its partners. The Authority is now managing its power plants and transmission system using the iSOC and has started to develop sophisticated machine learning and artificial intelligence applications to help it in managing its assets.

To date, the Authority has created 500 digital replicas or digital twins of its assets, and 450 "use cases" since it opened the iSOC in December. In addition, the Authority has identified, through those "use cases," savings and/or avoided costs of more than $3 million in its asset-management activities.

New York Energy Manager

The Authority is making progress with its New York Energy Manager. It is in the process of digitizing approximately 11,000 state-owned buildings across New York State. The Authority plans to create the required digital twins or digital replicas of the energy systems of its customers so that it can help them

optimize the way they use energy. When the customers start installing distributed energy resources, such as solar and other types of technology, e.g. storage and electric vehicle, they will have much more flexibility in managing their demand to match their electricity supply needs.

NYPA's Overall Performance

Based on the Corporate Performance scorecard, the Authority's performance across all business units, to date, is positive. The team is inspired and working hard to accelerate the implementation of the Authority's existing strategic initiatives across the board.

b. Risk Management

i. Chief Risk Officer's Report

Mr. Soubhagya Parija, Chief Risk Officer, provided highlights of the report to the Board (Exhibit 5b i-A). He said Risk Management is positioning itself as an enabler of the business by identifying and mitigating unrewarded risks so that the Authority can take on more of the rewarded risks such as the implementation of Phase 1 of the Energy Commodity Risk Management System. He continued that Risk Management has completed a comparative analysis and have obtained some insights about the health of the cost structure of the Authority's assets. Risk Management will continue to do a deep dive on the advancement of portfolio analytics and optimization.

In addition, Risk Management has been challenged to embed itself in different parts of the business, e.g. Customer businesses. To that end, in 2018, Risk Management will focus on value added activities for customers.

2018 NYPA Risk Assessment Plan

In order to ensure optimal resource allocation and minimize adverse impacts, Risk Management will conduct Risk Assessment workshops; begin work on its annual Risk Assessment Plan with a focus on alignment with the Authority's strategic objective and report on its risk assessment results to the Board in July.

Business Resiliency Stress Testing

As NYPA begins to digitize the organization, and to ensure that NYPA's vision of resiliency is in alignment with its Digital Utility strategy, Risk Management is conducting stress testing of the Authority's resiliency posture.

Last year, Risk Management presented its business resiliency framework to the Board which consists of three pillars: 1) Emergency / Crisis Management; 2) Incident Response and Disaster Recovery; and 3) Business Continuity Planning. Risk Management continues to work in all of those areas.

Risk Management also plans to conduct scenario analyses based on how it sees the organization in the future and how prepared it is with regard to the Authority's business resiliency.

c. Operations & Finance

i. **Financial Report**

Mr. Thomas Concadoro, Vice President and Controller, provided highlights of the financial report to the Board (Exhibit 6c i-A).

Net Income

Net income through the end of February was $17 million, which is about $6.5 million ahead of the budget of $10.5 million.

The primary components of the variance include:

1. Margins on Transmission -- margins on the Authority's transmission sales were higher for the reporting period, January and February. This was primarily due to the Authority not being billed for certain costs at this time as a result of the renegotiated agreement with Hudson Transmission Partners (HTP), part of the intention of that renegotiation.

2. Margins on Energy Sales -- margins on energy sales were lower through the first two months of the year. This was primarily due to lower hydro production and lower prices on merchant sales.

   In January, there were icing conditions at Niagara; this resulted in a negative variance in the Authority's Niagara production of about 4 percent.

   In February, production was on target and as budgeted.

   Staff is projecting that the Authority's hydropower production will be ahead of the budget, going forward.

3. Operating Expenses -- These variances were primarily due to the result of timing differences between the budget and actual expenses. This includes deferrals on vegetation management and other projects at Canals and delays in some of NYPA's programs, e.g. the Five-Cities Master Plans. The projection is that the Authority will get closer to the budget in those areas.

4. Non-Operating Income -- Market interest rates went up and this resulted in the Authority having a paper loss of about $6 million on the fixed-income securities in its investment portfolio.

ii. **Utility Operations Report**

Mr. Joseph Kessler, Chief Operations Officer, provided an update of the Utility Operations' activities to the Board (Exhibit "5c ii-A").

Performance Measures

Generation Market Readiness

- Generation Market Readiness factor was at 99.79%. This is above the target of 99.40%.

Transmission reliability

- Transmission reliability factor was 95.84%. This is above the target of 94.25%.

Environmental Incidents

- Year-to-date, there were 5 incidents. The Annual Target is not to exceed 32 incidents.

Safety

DART (Days Away, Restricted or Transferred) is the Authority's safety metrics.

- The year-to-date DART Rate is 1.39. This is below the target of 0.78.

Digitization

Utility Operations is working to support NYPA's goal of becoming the first end-to-end digital utility, allowing insight into energy supply and demand; lowering costs through better energy management and new technologies to improve energy productivity.

Of the eight work streams created to support NYPA's digital strategy, Utility Operations will be supporting three of those workflows:

1. Asset Management which includes processes and procedures for the iSOC and Data Analytics.
2. The Intelligent Grid which focuses on Communications Backbone, Sensor Deployment, NYPA's investments and capital projects that will be undertaken.
3. Plant and Field Work which includes Control Room Upgrades - STL and B-G; Niagara Controls; STL Headgate Automation and the Drone Program.

NYPA successfully launched its Drone program with two sophisticated drones in its fleet. The drones will provide video and imagery of NYPA's assets in the field. The Transmission group and staff from Clarke Energy Center are working on Operator training and NYPA's policy for the drone program.

Emergency management

Puerto Rico Recovery

- NYPA staff continues its recovery efforts in Puerto Rico. However, some of the staff had to return to NYS to support the utilities in the emergency operating centers because of power outages caused by the recent Nor'easter.
- The New York contingent (NYPA and other Utilities) to Puerto Rico was successful in restoring power in San Juan. They have been asked to maintain a workforce of approximately 200-250 Line personnel, in addition to Incident Management staff, to assist with distribution restoration in the "hard-hit" areas surrounding San Juan.
- To maintain the remaining workforce, NYPA contracted with Haugland Energy to provide distribution restoration resources. Reimbursement of these costs will be sought through the Emergency Management Assistance Compact (EMAC).
- NYPA will provide up to 100 Line personnel to maintain the requested workforce on the island.

President Quiniones added that the goal of the utilities from the U.S. mainland is the immediate restoration of power. To that end, the utilities are planning to work in Puerto Rico until about the first week of April. The utilities are projecting that, by that time, Puerto Rico will have reached 95 percent restoration. The utilities will then transfer the remaining work to PREPA, Puerto's utility, and their contractors to finish the last 5 percent. The contract with Haugland Energy will bridge the gap for expenses for the workforce between now and the first week of April.

iii. **Procurement (Services) Contracts - Puerto Rico - Hurricane Maria Restoration - Overhead Transmission Line Support**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize the award of a $15 million contract to Haugland Energy of Plainview, New York to provide Overhead Transmission Line Support as a continuation of the power restoration initiative in Puerto Rico. The initial contract term will be six weeks. Interim approval was requested and received from the President and Chief Executive Officer for $3 million in order to ensure uninterrupted service. This contract will be procured under the New York Power Authority's ('NYPA') Procurement Guidelines.

BACKGROUND

As part of New York State's ('NYS') humanitarian relief efforts to the citizens of Puerto Rico in the aftermath of Hurricane Maria, NYPA and other NYS Utilities are providing personnel to assist in the restoration of electricity. In order to support this mission, NYPA has been the leading Authority responsible for the New York Contingent deployed in Puerto Rico and, as such, has assumed the responsibility of engaging with, and continuing the services of Haugland Energy upon LIPA's end-of-services in Puerto Rico.

In accordance with the Authority's Expenditure Authorization Procedures, the award of construction contracts in excess of $3 million require the Trustees' approval. NYPA fully expects to be reimbursed for these expenditures pursuant to the agreements governing its work on this mission.

Haugland Energy provides electric transmission, distribution and power plant construction and maintenance across the Eastern Seaboard. Haugland Energy has extensive experience in storm restoration and program management, including storm damage assessment, engineering and design, material specification and procurement, contracting, scheduling, safety and compliance.

DISCUSSION

NYPA intends to procure the services of Haugland Energy in order to continue with the power restoration efforts. The pending contract with NYPA will cap the number of Haugland's employees at 80 and will leverage their expertise and unique technology platform that allows them to utilize tablet-based programs while working in the field to capture data for analyzing and reporting field work production, scheduling and capturing Geographic information to support customer reporting that meets the exacting standards required for FEMA reimbursement.

RECOMMENDATION

The Executive Vice President and Chief Operating Officer - Utility Operations recommends that a contract be awarded to Haugland Energy in the amount of $15 million for a term of up to six weeks, for the continuation of the power restoration initiative in Puerto Rico.

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

Mr. Joseph Kessler provided highlights of staff's recommendation to the Trustees. He said staff is requesting that the Trustees approve the award of a $15 million contract to Haugland Energy to maintain the remaining workforce in Puerto Rico.

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

RESOLVED, That in accordance with the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures, approval is hereby granted to award a construction contract, in the amount of $15,000,000, for a term of up to six weeks, to provide Lineman and associated resources to support power restoration services in Puerto Rico as recommended in the foregoing report of the President and Chief Executive Officer;

Contractor	**Contract Approval**
Haugland Energy Plainview New York	**$15,000,000**

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. **Commercial Operations Report**

Mr. Paul Belnick, Senior Vice President of Commercial Operations, provided an update of Commercial Operations' year-to-date activities to the Board (Exhibit "5c iv-A"). He said that Commercial Operations' activities for the first two months of the year were somewhat abnormal for the Authority. However, it is expected that all of the measures will moderate over the year and within budget.

WHOLESALE

- Customer usage

Customer usage for the reporting period was on target.

- Generation

Generation was down by approximately 12 percent. This was due primarily to the weather. By order of magnitude, more water was used to flush the facilities in January than had been used in the past three winters combined.

- Fuel and Electric Prices

In January, fuel prices rose approximately 37 percent over projection.

By order of magnitude, fuel prices in January of '18 were 150 percent higher than they were in January of 2017.

Electric prices are higher due to the increase in fuel.

ECONOMIC DEVELOPMENT

- Project and Business Development

NYPA plans to file an application with the PSC for the Moses-Adirondack Rebuild ("Smart Path") project by the end of March.

- Economic Development

NYPA continues to award megawatts of power for jobs and capital commitments.

- Energy Efficiency

NYPA is 39 percent over the target for energy efficiency projects for January and February. The team was able to accelerate construction at a number of facilities at SUNY, CUNY and the New York City DEP.

CUSTOMER

- Higher Customer Investments resulted in NYPA's Net Revenues rising to a corresponding level.
- NYPA's Operating Expenses were approximately as predicted for January and February.

v. **Procurement (Services) Contract**
Energy Efficiency Program –
Energy Efficient Street Lighting – Contract Awards

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to authorize the award of contracts to Philips Lighting North America Corporation ('Philips') of Somerset, NJ and Rexel USA, Inc. dba Gexpro ('Gexpro') of Dallas, TX in an aggregate amount of $10 million to provide street lighting materials in support of the Authority's Energy Services Programs. Funding will be allocated from the Governmental Customer ('GCEEP') and the Statewide ('Statewide EEP') Energy Efficiency Programs previously approved by the Trustees. The funds associated with these programs will generally be recovered directly from program participants except for certain types of grants. The initial contract term will be two years with an option to extend for a third year.

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. In accordance with the Authority's Expenditure Authorization Procedures, the award of non-personnel services or equipment contracts in excess of $3 million require the Trustees' approval.

To meet the goal of increasing energy efficiency set forth in Executive Order 88, Governor Andrew Cuomo launched 'Build Smart NY,' emphasizing cost-effective improvements for energy savings. Build Smart NY also supports the Governor's economic development goals to accelerate energy efficient projects that will create jobs and improve infrastructure within the State. Governor Cuomo also launched the Smart Street Lighting NY Program which aims to replace at least 500,000 street lights statewide with energy-saving LED technology by 2025. The addition of these contracts will enhance the Authority's Energy Efficiency Programs and further support the Governor's initiatives.

DISCUSSION

The Energy Efficiency Program provides energy efficiency and renewable energy services to customers meeting the eligibility criteria under the Public Authorities Law. The Authority has engaged with customers statewide, including cities and towns, for the implementation of street lights. The Authority is looking to establish a strategic partnership with suppliers to provide energy efficient street lighting materials, obtain volume discounts, improved service levels, and implement a catalog-based contract.

On November 13, 2017, the Authority advertised a Request for Proposals ('RFP') (#Q17-6330KK) in the New York State *Contract Reporter* and SAP's ARIBA soliciting firms interested in providing street lighting materials in support of the Authority's Energy Services Street Lighting Program. The RFP consisted of the energy efficient street light fixtures specified into two categories: manufacturers and wattages. Thirteen firms expressed interest in the RFP and on December 7, 2017 thirteen firms submitted proposals.

TECHNICAL EVALUATION

An evaluation committee consisting of Energy Efficiency, Customer Business Development, and Strategic Supply Management ('SSM') personnel evaluated the proposals using the following criteria:

1. Price of specified products
2. Engineering and Field Support
3. Value Added Services

After a review of the proposals, the evaluation committee recommended that Philips and GexPro be awarded the contracts.

FISCAL INFORMATION

All Authority costs, including Authority overheads and the costs of advancing funds, but excluding certain types of grants, will be recovered from program participants.

RECOMMENDATION

The Senior Vice President - Commercial Operations, the Vice President - Energy Efficiency, and the Vice President – Clean Energy Business and Market Development recommend that contract awards to Philips Lighting North America Corporation and Rexel USA, Inc. dba Gexpro be approved in the aggregate amount of $10 million for a term of up to three years.

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

Mr. Paul Belnick provided highlights of staff's recommendation to the Trustees. He said staff is requesting that the Trustees authorize the award two energy-efficient street lighting contracts to Philips Lighting of North America and Rexel USA. The two contracts will share a pool of $10 million for a two-year period with a one-year option to extend. The cost of these contracts will be recovered from the program participants.

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

RESOLVED, That the Trustees authorize the President and Chief Executive Officer, the Chief Operating Officer, the Senior Vice President - Commercial Operations, the Vice President - Energy Efficiency, the Vice President - Clean Energy Business and Market Development and/or such officer designated by the President and Chief Executive Officer to execute agreements and other documents between the Authority and participants of the Governmental Customers ("GCEEP") and the Statewide ("Statewide EEP") Energy Efficiency Programs, as well as execute agreements and other documents with contractors, whereby such agreements have terms and conditions approved in the form thereof by the Executive Vice President and General Counsel, to facilitate the implementation of the GCEEP and Statewide EEP; and be it further

RESOLVED, That in accordance with the Guidelines for Procurement Contracts adopted by the Authority and the Authority's Expenditure Authorization Procedures an aggregate $10 million be allocated between the two programs, GCEEP and Statewide EEP, to provide energy efficient street lighting to program participants statewide;

Commercial Paper Program/ Operating Fund	**Ceiling**	**Termination Date**
Philips Lighting North America Corporation Somerset, NY	**$10 million (Aggregate)**	**March 31, 2021**
Rexel USA, Inc. dba Gexpro Dallas, TX		

RFQ# Q17-6330KK

AND BE IT FURTHER RESOLVED, That the Authority's Commercial Paper Notes, Series 1, Series 2 and Series 3, and Operating Fund monies may be used to finance GCEEP and Statewide EEP costs; and be it further

RESOLVED, That the Vice President - Energy Efficiency is authorized to determine which projects will be deemed to be energy efficiency projects within the meaning of Section (7) of Part P of Chapter 84 of the Laws of 2002 (the "Section (7) POCR Legislation") to be funded, in part, with Petroleum Overcharge Restitution ("POCR") Funds allocated pursuant to the Section (7) POCR Legislation; and be it further

RESOLVED, That POCR funds allocated to the Authority by the Section (7) POCR Legislation may be used to the extent authorized by such legislation, in such amounts as may be deemed necessary or desirable by the Senior Vice President - Commercial Operations, the Vice President - Energy Efficiency, and the Vice President - Clean Energy Business and Market Development to finance projects within both Energy Efficiency Programs; 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. **Award of Fund Benefits from the Northern New York Economic Development Fund Recommended by the Northern New York Power Proceeds Allocation Board**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to accept the recommendations of the Northern New York Power Proceeds Allocation Board (the 'Allocation Board') and make an award of Fund Benefits from the Northern New York Economic Development Fund to the eligible applicant listed in Exhibit '5c vi-A' in the amount indicated on Exhibit '5c vi-A' as discussed in more detail below and in Exhibit '5c vi-C' and authorize the other actions described herein with respect to such applicant and recommended award.

BACKGROUND

1. Northern New York Power Proceeds Allocation Act

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

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

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

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

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

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

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

2. Northern New York Power Proceeds Allocation Board

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

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

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

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

3. Application Process

In an effort to provide for the efficient review of applications and disbursement of Fund Benefits, the Allocation Board established a schedule of dates through the end of 2018 on which the Allocation Board would meet to consider applications. At this time, applications are being accepted on a rolling basis. A webpage was created that is hosted on WWW.NYPA.GOV/NNYPPAB with application instructions, a link to the approved application form and other program details including a contact phone number and email address staffed by NYPA.

DISCUSSION

At its February 14, 2018 meeting, the Allocation Board considered an application from St. Lawrence Zinc Co., LLC ('SLZ') seeking $370,404 in Fund Benefits.

The Allocation Board's staff analyzed the application and made recommendations to the Allocation Board based on eligibility requirements and Program Criteria. A copy of the recommendation memorandum provided to the Allocation Board for SLZ is attached as Exhibit '5c vi-C.' The application itself has also been made available to the Trustees for review.

As detailed in Exhibit '5c vi-C,' the SLZ application seeks Fund Benefits to support a training program to allow regionally available labor to be hired, trained, and put to work as part of SLZ's workforce

at a mine located in St. Lawrence County that SLZ recently purchased. The applicant has indicated that it intends to create up to 60 jobs and would spend approximately $1.2M on its proposed project.

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

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

RECOMMENDATION

The Vice President – Economic Development recommends that:

(1) the Trustees accept the recommendation of the Allocation Board and make an award of Fund Benefits to the applicant in the amount identified in Exhibit '5c vi-A,' conditioned upon an agreement to be negotiated with the applicant on the final terms and conditions that would be applicable to the award to be contained in the Award Contract approved by the President and Chief Executive Officer, or his designee, and approved by the Executive Vice President and General Counsel, or his designee, as to form;

(2) the Chief Commercial Officer – Energy Solutions, or such official's designee, be authorized to negotiate with the applicant concerning such final terms and conditions that will be applicable to the award; and

(3) the Chief Commercial Officer – Energy Solutions, or such official's designee, be authorized to execute, on behalf of the Authority, an Award Contract for the award listed on Exhibit '5c vi-A' subject to the foregoing conditions.

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

Mr. Keith Hayes provided highlights of staff's recommendation to the Trustees. He said that the Northern New York Power Proceeds Allocation Board recommended that one business be awarded fund benefits totaling $330,000. The project supports the creation of 60 jobs and more than $1.2 million in project investment.

Mr. Hayes added that, to date, $400,000 in fund benefit awards have been approved and there is currently about $2.5 million available, of which approximately $440,000 is dedicated to energy-related projects.

Upon motion made by Trustee Balboni and seconded by Trustee Picente, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

WHEREAS, The Northern New York Power Proceeds Allocation Board ("Allocation Board") has recommended that the Authority make an award of Fund Benefits from the Northern New York Economic Development Fund ("Fund")

to the eligible applicant listed in Exhibit "5c vi-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 applicant listed in Exhibit "5c vi-A" in the amount indicated for the reasons set forth in the foregoing report and the exhibits and other information referred to therein, conditioned upon an agreement between the Authority and the applicant on the final terms and conditions that would be applicable to the award and set forth in a written award contract ("Award Contract") between the Authority and 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 Chief Commercial Officer – Energy Solutions, or such official's designee, is authorized to negotiate with the applicant concerning such final terms and conditions that will be applicable to the award; and be it further

RESOLVED, That the Chief Commercial Officer – Energy Solutions, or such official's designee, is authorized to execute on behalf of the Authority an Award Contract for the award listed on Exhibit "5c vi-A" subject to the foregoing 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.

vii. **Preservation Power Allocation - Temporary Moratorium**

Mr. Keith Hayes said that at the January Board meeting, staff made a recommendation for Preservation Power allocation to the North Country Data Center, which was tabled. He reported that, since that time, there have been new developments with the applicant. Specifically, last week the Public Service Commission announced approval of a new electricity rate for crypto currency mining businesses, which are also known as high-density loads. NYPA has been working with other state agencies in this regard, and staff is requesting that the Trustees approve a temporary moratorium on awarding economic development power to these types of businesses until such time that staff can develop the appropriate policy and procedures that are consistent with the unified state position.

6. Informational Item:

a. Transmission Life Extension & Modernization Program Update

Ms. Patricia Lombardi, Vice President of Project Management, provided an overview of the Authority's transmission system and background, update and NYPA's cost-recovery mechanism for the Transmission Life Extension and Modernization ("T-LEM") Program.

In 2012, staff received Board approval to embark on the T-LEM Program that was established to maintain availability, safety, and reliability of NYPA's transmission system, which comprises a significant portion of the transmission backbone in New York State. At that time, a majority of the equipment had exceeded their service life and several significant failures were experienced, including an oil fuel circuit breaker at the St. Lawrence switchyard and two autotransformers at the Massena substation. Staff subsequently completed assessments on NYPA's assets, and a comprehensive program was developed. The program was estimated to cost $726 million with a range of -10% to +20% percent or $650M - $870M.

Due to the size, complexity, cost, and lengthy duration of the Program, T-LEM is being managed in a phased approach. It was broken down into approximately 20 projects comprising upgrades to the Authority's switchyard, substations, and structures; refurbishment or replacement of power equipment, including autotransformers, reactors, submarine cables, breakers, relays, and switches; and strengthening or replacing infrastructure, including towers and associated hardware. The estimated schedule for the Program at the time was approximately 13 years, spanning from 2012 to 2025.

Program Recalibration and Efficiencies

Given the magnitude and duration of the Program and the many assets affected, staff regularly assesses the work scope, especially with all of the changes that have occurred since the Program's inception. This includes making sure staff continues to align the work with the Authority's Digital and Asset Management strategies.

There are a number of projects that have been completed or are in progress, including the Sensor Deployment Program in which NYPA is installing large-scale sensors across its equipment, that have, to some extent, altered the scope of the T-LEM projects. Staff, therefore, has to make sure the T-LEM work scope dovetails with that program.

NYPA also added a number of interconnections into its system since the program's inception e.g., Jericho Rise in the Northern Region, which included a wind developer tying into NYPA's substation, and the recently-approved Rochester Area Reliability Project, which will have some effect on NYPA's Western New York transmission asset.

Additionally, with the approval of the Moses Adirondack replacement project, there will be some impact on the St. Lawrence switchyard and the Adirondack substation work scope. As with any project or program, staff continues to apply lessons learned internally, with industry experts, and other utilities, as they continue to adapt the work scope to incorporate and pilot new technologies, at the same time, working to ensure that the Authority can realize those benefits that had been assumed by making these large capital and O&M investments. Staff also continues to look for potential changes and opportunities to accelerate and enhance the Program.

NYPA Transmission System

NYPA's assets include major transmission lines, facilities - St. Lawrence, with multiple remote substations to the north, Niagara to the west, CEC and BG in the central region, and several feeders in the south connecting Westchester, Long Island, and New York City.

NYPA owns and operates approximately 1,400 circuit miles of AC transmission lines ranging in voltage from 115 kV, 230 kV, 345 kV, and 765 kV, transcending all of the Transmission Operators ("TO") service areas in the state. While the other TOs have defined service areas, NYPA operates in all of the service areas.

- Power Flow

How power flows from NYPA to the Customers

Power flows out of NYPA's generating stations typically at 13.8 kV; the voltage then gets stepped up by the generators' step-up transformers and continues on to NYPA's transmission lines -- the voltage needs to be stepped-up so that the power can be carried long distances. The transmission lines then enter a substation where the voltage is stepped-down so that it can ultimately be connected to a local distribution system and carried to customers at a much lower voltage.

- Substation

The substations comprise the majority of work under the T-LEM Program. The three major components of the substation that will be looked at today are the Disconnect Switches, Circuit Breakers, and Autotransformers.

Disconnect Switch

The transmission lines enter a substation where they encounter disconnect switches which can be manual or motor-operated ("MOD"). Disconnect switches are electrical switches used to open and isolate electric circuits.

Circuit Breaker

Circuit breakers are automatic devices that stop the flow of current in an electric circuit as a safety measure. The majority of the circuit breakers that are being replaced under the T-LEM Program are the original oil-filled circuit breakers, which are being replaced with gas-filled (SF6) breakers that are outfitted with additional monitoring sensors.

Autotransformer

The Autotransformer is an electrical device that transforms power from one voltage level to another, i.e. stepping down the voltage so that the power can exit the substation to what would be a distribution system. Similarly, as part of the T-LEM Program, the autotransformers are outfitted with new monitoring systems and sensors, which dovetail with the Authority's Sensor Deployment Initiative.

T-LEM Program Update

To date, the Authority has expended approximately $260 million across all projects under the T-LEM Program. This includes:

i. Replacement of nine autotransformers and refurbishments of five autotransformers ranging in voltage from 115kV to 765kV;

ii. Replacement of 30 circuit breakers ranging in voltage from 115kV to 765kV;

iii. Refurbishment of twelve 765kV reactors located at the Massena substation in Northern New York and the Marcy Switchyard in Central New York;

iv. Replacement of the four submarine cables that comprises the PV-20 circuit under Lake Champlain;

v. Installation of two new capacitor banks;

vi. Painting of more than 450 transmission towers and other ancillary equipment; and

vii. Replacement of more than 100 Relays, 50 Disconnect and MODs, and five Bus Sections

Cost and Schedule Update

In 2012, the Board approved the original plan, assuming a cash flow that has an estimated completion cost of $726 million culminating in 2025.

Based on the actual progress of work performed, to date, and the Authority's projected forecasts, the project cost for the program at this time is more than the $726 million; however, it is still within the estimated range.

At this time, work at CEC, BG, and Niagara projects is on track and will be completed within or close to their original schedules. However, there is work in the northern region, in particular, relay cutovers for the 230 kV yard, part of the breaker and relay replacement project that have been de-scoped from the T-LEM Program. The design for that project was done approximately ten years ago; with the changes in technology and advancements in the industry in this area, it is not feasible to continue the program as it was originally planned. The team is considering new alternatives - new technology and other engineering solutions -and that plan will be presented to the Board at a later date.

2018 Plan

Western NY Region - Niagara:

- 6 Breaker Replacements (115kV and 230kV)
- 15 Disconnect Switches and MOD Replacements
- More than 300 Towers to be painted

Northern NY Region - St. Lawrence:

- 2 Breaker Replacements (115kV)
- 6 Disconnect Switches and MOD Replacements
- Plattsburg Station Service Upgrade

Central NY Region - Blenheim-Gilboa:

- 7 MOD Replacements

Central NY Region - Clark Energy Center:

- 2 Autotransformer Refurbishments
- 2 Breaker Replacements (765kV and 345kV)

Cost Recovery Mechanism

Due to the significant increase in investment in its transmission system, in 2016, NYPA filed an application with FERC to convert its stated rate to a formula rate so that NYPA would be able to recover its cost annually.

In January 2017, the Formula Rate Settlement was approved by FERC; as a result, all of the current, planned capital work under the T-LEM Program will be recoverable through the NYPA Transmission Adjustment Charge (“NTAC”).

Under the previous stated rate, capital spends by NYPA over $5 million required unanimous consent by the TOs. Under NTAC, NYPA can now recover up to $90 million per project for repair/replacement projects and up to $40 million annual for new projects or additions to the transmission backbone.

7. Board Committee Reports

a. Finance Committee

Chair McKibben reported that the members of the Finance Committee held an executive session and the Chief Financial Officer and the Treasurer reported on the financial and credit history of a particular corporation.

In open session, the committee voted to recommend to the full Board the release of funds in support of the Residential Consumer Discount Program that was created in connection with the Recharge New York Power Program. The members also voted to recommend to the Board approval of the release of funds in support of the ongoing operating and capital expenses of the New York State Canal Corporation.

i. **Release of Funds in Support of the Residential Consumer Discount Program Created in Connection with the Recharge New York Power Program**

The President and Chief Executive Officer submitted the following report:

"SUMMARY

The Trustees are requested to approve the release of $30.0 million in funds during 2018 in support of the monthly Residential Consumer Discount Program created in connection with the Recharge New York ('Recharge NY') Power Program, as authorized by Chapter 60 of the Laws of 2011 ('Chapter 60'). The funds are to be released monthly at a level of $2.5 million per month. It is estimated that the $30.0 million authorized for the Residential Discounts in 2018 will be entirely off-set from (1) Recharge NY hydropower allocated and sold to Recharge NY customers, and (2) unallocated Recharge NY hydropower sold into the wholesale market.

BACKGROUND

The Authority is requested, from time to time, to make financial contributions and transfers of funds to the State or to otherwise provide financial support for various State programs including the Residential Consumer Discount Program related to Recharge NY.

Any such contribution or transfer of funds must (1) be authorized by the Legislature; (2) be approved by the Trustees 'as feasible and advisable,' and (3) satisfy the requirements of the Authority's General Resolution Authorizing Revenue Obligations dated February 24, 1998, as amended and supplemented ('Bond Resolution'). Further, as set forth in the Trustees' Policy Statement dated May 24, 2011, a debt service coverage ratio of 2.0 shall be used as a reference point in considering any such payments or transfers.

The Bond Resolution's requirements to withdraw monies 'free and clear of the lien and pledge created by the [Bond] Resolution' are such that withdrawals (a) 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 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.

DISCUSSION

In March 2011, Governor Cuomo signed into law legislation creating the Recharge NY Power Program. The Program utilizes 455 megawatts ('MW') of the firm power from the Authority's Niagara and St. Lawrence hydroelectric facilities, combined with market-based power purchases, forming a new, 910-megawatt economic development power program to replace and expand upon the Power For Jobs ('PFJ') and Energy Cost Savings Benefits ('ECSB') economic development programs.

As part of the Recharge NY Power Program, the Authority, on August 1, 2011, withdrew all 455 MW of the firm hydroelectric power previously sold to certain utility companies for the benefit of their residential consumers. To mitigate the price impacts of this withdrawal on the residential consumers, the Authority was authorized by Chapter 60, as deemed feasible and advisable by the Trustees, to fund monthly 'Residential Consumer Discount Program' payments for the benefit of such consumers on a declining schedule. For each of the first three years following the withdrawal, the Authority is authorized to provide $100 million per year to fund the discounts. In years four and five following the withdrawal, the

Authority is authorized to fund discounts of $70 million and $50 million, respectively. Beginning in year six following the withdrawal, and for each year thereafter, the Authority is authorized to fund discounts of $30 million per year.

The Authority is authorized to use the revenues from the sale of the withdrawn power, together with any other funds of the Authority as the Trustees may deem feasible and advisable, to support the Residential Consumer Discount Program. The net cost to the Authority of the Residential Discounts after taking into account the resale of the power following the withdrawal from its prior use to supply certain utility companies for the benefit of their residential consumers, is projected to be entirely off-set from (1) Recharge NY hydropower allocated and sold to Recharge NY customers, and (2) unallocated Recharge NY hydropower sold into the wholesale market during 2016. Given the volatility in market prices, however, there is no assurance that the sale of this power will produce sufficient revenues to cover this amount of the residential discounts.

The Trustees have previously approved the release of funds in support of the Residential Consumer Discount Program, the most recent action being taken at the January 2017 meeting. Under consideration today are payments for 2018. Staff intends to return to the Trustees with a recommendation as to the release of any future amounts related to the Residential Consumer Discount Program based on how the overall program is progressing as well as the financial circumstances of the Authority at the time such payments are to be considered.

Staff has reviewed the effects of the $30.0 million in anticipated payments of the Residential Consumer Discount Program on the Authority's projected financial position and reserve requirements. In addition, in accordance with the Board's Policy Statement, staff calculated the impact of these releases together with (i) the release of up to $41 million in Canal-related operating expenses for 2018 ($20.5 million of which was authorized in December 2017 and $20.5 million of which the Trustees are being asked to authorize at this March 2018 meeting), (ii) the release of up to $2 million in Northern NY Power Proceeds net earnings, and (iii) the release of up to $1 million in Western NY Power Proceeds net earnings on the Authority's debt service coverage ratio 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 for each year-end of the forecast period 2018-2021. 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 provide $30.0 million of the Residential Consumer Discount Program at this time.

FISCAL INFORMATION

Staff has determined that sufficient funds are available in the Operating Fund to provide $30.0 million in support for the Residential Consumer Discount Program authorized by Chapter 60 at this time, 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 release of $30.0 million associated with the Residential Consumer Discount Program payments was anticipated and reflected in the Power Authority's 2018 Operating Budget approved by the Trustees at their December 2017 meeting. The net cost to the Authority of the Residential Consumer Discounts, after taking into account the resale of the power following the withdrawal from its prior use to supply certain utility companies for the benefit of their residential consumers, is projected to be entirely off-set from Recharge NY hydropower allocated and sold to Recharge NY customers and unallocated Recharge NY hydropower sold into the wholesale market during 2018. These monthly payments will be recorded as an expense at the time of payment.

RECOMMENDATION

The Treasurer recommends that the Trustees approve that the release of $30.0 million related to the Residential Consumer Discount Program is feasible and advisable and to authorize such payments.

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

The Chair of the Finance Committee asked for a motion to approve the Finance Committee's recommendation that the Trustees approve the release of $30 million in funds during 2018 in support of the Residential Consumer Discount Program created in connection with the Recharge New York power Program

Upon motion made by Trustee Balboni and seconded by Acting Chair Nicandri, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby authorize the release of $30.0 million from the Operating Fund during 2018 to support the monthly Residential Consumer Discount Program as authorized by Chapter 60 of the Laws of 2011 and as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the amount $30.0 million to be used for the Residential Consumer Discount Program described herein 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 be it further

RESOLVED, That as a condition to making the payments specified in the foregoing resolutions, on the day of such payment the Treasurer or the Deputy Treasurer shall certify that such monies are not then needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented; and be it further

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

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

"SUMMARY

The President and Chief Executive Officer submitted the following report:

The Trustees are requested to authorize the release of an additional up to $20.5 million in funding to the New York State Canal Corporation ('Canal Corporation') to support the operations of the Canal Corporation in calendar year 2018. The amount requested is 25% of the Canal Corporation's 2018 O&M Budget. The amount requested is in addition to the $20.5 million that the Trustees authorized in December 2017 to be released to support the operations of the Canal Corporation in calendar year 2018.

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 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 approve the release of $20.5 million, an amount equal to 25% of the Canal Corporation's 2018 O&M Budget as presented to the Canal Corporation Board of Directors at their December 2017 meeting. The amount requested is in addition to the $20.5 million that the Trustees authorized in December 2017 to be released to support the operations of the Canal Corporation in calendar year 2018. With regard to Canal Corporation's operating expenses in excess of $41 million in calendar year 2018, 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 $20.5 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 (i) the release of $30 million in Recharge New York Discounts for 2018, (ii) the release of up to $20.5 million in Canal-related operating expenses for 2018 previously authorized at the December 2017 meeting, (iii) the release of up to $1 million in Western NY Power Proceeds net earnings and (iv) and the release of up to $2 million in Northern NY Power Proceeds net earnings on the Authority's debt service coverage ratio and

determined it would not fall below the 2.0 reference point level. 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 $20.5 million in funding to support the operation of the Canal Corporation in calendar year 2018. Staff has further determined 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 2018 were included in the 2018 Canal Corporation Budget and the 2018 Power Authority Budget.

RECOMMENDATION

The Chief Financial Officer recommends that the Trustees authorize the release of an additional up to $20.5 million in funding to the Canal Corporation to support the operations of the Canal Corporation in calendar year 2018. The Chief Financial Officer further recommends that the Trustees affirm that such releases are feasible and advisable, that such funds are not needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's Bond Resolution and that the release of such funds is authorized.

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

The Chair of the Finance Committee asked for a motion to approve the Finance Committee's recommendation that the Trustees authorize the release of an additional up to $20.5 million in funding for the New York State Canal Corporation to support the operations of the Canal in calendar year 2018.

Upon motion made by Acting Chair Nicandri and seconded by Trustee Balboni, the following resolution, as submitted by the President and Chief Executive Officer, was unanimously adopted.

RESOLVED, That the Trustees hereby authorize the release of an additional up to $20.5 million in funding to the Canal Corporation to support operations of the Canal Corporation in calendar year 2018, as discussed in the foregoing report of the President and Chief Executive Officer; and be it further

RESOLVED, That the amount of up to $20.5 million in funding as described in the foregoing report is not needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented, and that the release of such amount is feasible and advisable; and be it further

RESOLVED, That as a condition to making the payments specified in the foregoing report, on the day of such payments, the Treasurer or the Deputy Treasurer shall certify that such monies are not then needed for any of the purposes specified in Section 503(1)(a)-(c) of the Authority's General Resolution Authorizing Revenue Obligations, as amended and supplemented; and be it further

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

b. Governance Committee

Acting Chair Nicandri reported that the Governance Committee met earlier and received the 2017 Procurement and Real Estate activity reports and associated guidelines for such activities, as well as the Ethics and Compliance report. The committee also considered and adopted a policy and procedure update and the Board of Directors evaluation.

c. Audit Committee

Chairman Nicandri said that the Audit Committee conducted an executive session to discuss the financial and credit history of a particular corporation. In addition, the Committee approved the minutes, received an Internal Audit update and reviewed the 2017 Financial Report and the 2017 Annual Audit of Financial Statements.

8. Board Resolution - Paul Belnick

President Quiniones informed the Board and NYPA staff that Paul Belnick, the Authority's Senior Vice President of Commercial Operations, will be retiring on April 3rd. He said Paul has been with the Authority for 27 years -- 27 very productive and interesting years. He has been "Mr. Energy Efficiency" at NYPA, starting with all of its customers from Southeast New York to Upstate New York. He has provided the inspiration for growing that business to where it is now, and has also provided the foundation for NYPA to pursue its Customer Energy Solutions business. President Quiniones then thank him for his service to the Authority.

Acting Chair Nicandri also congratulated Mr. Belnick on his retirement and thanked him for his service to the Authority.

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

Whereas, Paul Belnick, the Senior Vice President for Commercial Operations, is retiring after 27 years of devoted service to the New York Power Authority in which he contributed mightily to countless achievements by our organization on behalf of the people of New York; and

Whereas, Mr. Belnick, an extraordinarily well-liked leader, headed our wholesale business, customer organizations, project and business development, and information technology groups, and represented the Commercial Operations business unit on the Executive Management Committee; and

Whereas, Mr. Belnick, as VP of Energy Efficiency, played a major role in developing NYPA's signature energy efficiency programs, which have achieved remarkable success over the years. From 1991 to 2015, he helped create the Power Authority's innovative approach of directly developing, constructing and financing clean energy projects for achieving major savings on utility bills. That led to NYPA completing more than 900 projects during that period at thousands of state and local government facilities, representing $1.5 billion in investments statewide, with the expenditures recovered from the benefiting customers; and

Whereas, Mr. Belnick advanced projects ranging from energy-efficient lighting retrofits to complex combined heat-and-power initiatives involving interconnection and tariff-related negotiations with host utilities. He was also instrumental in the development of the BuildSmart NY program, administered by NYPA, to reduce energy usage at state public facilities by 20 percent by 2020; and

Whereas, Mr. Belnick, as Vice President of Integrated Grid, helped shape NYPA's role in supporting Governor Cuomo's Reforming the Energy Vision strategy, and accelerate our implementation of advanced technologies for transforming and modernizing the state's electric system; and

Whereas, Mr. Belnick is known for his persistently calm demeanor and equanimity, no matter the situation, along with a sharp wit, sense of humor and good nature—qualities that contributed to his being highly esteemed by everyone who worked with him; and

Whereas, Mr. Belnick is an industry leader, serving on the board of directors of several organizations, including the National Association of Energy Service Companies, the New York State Smart Grid Consortium, and the Advanced Energy Research and Technology Center; and

Whereas, Mr. Belnick has been an active member of his community, serving on the board of the Monroe/Woodbury Central School District in Orange County, coached both softball and soccer teams and was a church counselor.

Now Therefore Be It Resolved, that the Trustees of the Power Authority of the State of New York express their thanks and gratitude to Paul Belnick for his many achievements and convey to him, his wife, Sharon, and their daughters, Kristin and Kathryn, sincere wishes for many healthy, happy and rewarding years ahead.

March 20, 2018

9. Next Meeting

Acting Chair Nicandril said that the Regular meeting of the Boards would be held on May 22, 2018 **at the Clarence D. Rappleyea Building, White Plains, New York,** unless otherwise designated by the Chair with the concurrence of the Trustees.

Closing

Upon motion made by Trustee Trainor and seconded by Trustee McKibben, the meeting was adjourned at approximately 12:45 p.m.

Karen Delince

Karen Delince
Corporate Secretary

March 20, 2018

EXHIBITS

For

March 20, 2018

Annual Meeting

Minutes

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 (CES)

to

CITIGROUP TECHNOLOGY, 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 Citigroup Technology, Inc. ("Customer"), having facilities at 580 Crosspoint Parkway, Getzville, NY, 14068. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 750 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Citigroup Technology, Inc.
580 Crosspoint Parkway
Getzville, NY, 14068
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CITIGROUP TECHNOLOGY, INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Citigroup Technology, Inc.

Type of Allocation	Allocation Amount (kW)	Facility	Trustee Approval Date	Allocation/Extension Effective Date	Extended Expiration Date
Replacement Power	750	580 Crosspoint Parkway, Getsville, NY 14068	March 20, 2018	October 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 480 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

M&T BANK CORPORATION

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 M&T Bank Corporation ("Customer"), with offices at 191 Park Club Lane, Amherst, New York 14221. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 1,150 kilowatt ("kW") allocation of EP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

M&T Bank Corporation
191 Park Club Lane
Amherst, New York 14221
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

M&T BANK CORPORATION

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: M&T Bank Corporation

Type of Allocation	Allocation Amount (kW)	Facility	Trustee Approval Date	Allocation/Extension Effective Date	Extended Expiration Date
Expansion Power	1,150	191 Park Club Lane, Amherst, NY 14221	March 20, 2018	December 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 128 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

MOOG 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 Moog Inc. ("Customer") , with offices at Jamison Road & Seneca Street, East Aurora, NY 14052-0018. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 300 kilowatt ("kW") allocation of EP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Moog Inc.
Jamison Road & Seneca Street
East Aurora, NY 14052-0018
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

MOOG INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Moog Inc. **Type of Allocation**	**Allocation** Amount (kW)	Facility	**Trustee Approval** Date	**Allocation/ Extension Effective** Date	**Expiration** Date
Expansion Power	300	Jamison Road & Seneca Street, East Aurora, NY 14052-0018	March 20, 2018	August 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 2,567 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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 Power Authority **Exhibit 4b ii-A**
Contracts for the Sale of Western New York Hydropower - Transmittal to the Governor **March 20, 2018**

	Company Name	Program	City	County	Job Retention Commitment	Power Allocation (kW)	Original Contract Expiration Date	New Contract Expiration Date
1	Time Release Sciences, Inc.	Replacement Power	Buffalo	Erie	77	250	March 31, 2018	June 30, 2020
2	Ceres Crystal Industries Inc. *	Replacement Power	Niagara Falls	Niagara	35	2,600	June 30, 2018	June 30, 2020
3	Greenpac Mill, LLC	Replacement Power	Niagara Falls	Niagara	108	10,000	June 30, 2018	June 30, 2020
4	Hammond Manufacturing Company Inc.	Replacement Power	Cheektowaga	Erie	24	100	June 30, 2018	June 30, 2020
	Totals				**244**	**12,950**		

* Ceres Crystal Industries Inc. has 2 allocations of Replacement Power - 1,000 kW and 2,600 kW - for a total of 2,600 kW.

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 (CES)

to

TIME RELEASE SCIENCES, 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 Time Release Sciences, Inc. ("Customer"), with offices at 205 Dingens Street, Buffalo, New York 14206. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 250 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Time Release Sciences, Inc.
205 Dingens Street
Buffalo, New York 14206
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

TIME RELEASE SCIENCES INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Time Release Sciences, Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Extended Expiration Date**
Replacement Power	250	205 Dingens Street Buffalo, New York	September 26, 2017	April 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 77 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

CERES CRYSTAL INDUSTRIES 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 Ceres Crystal Industries Inc. ("Customer") , with offices at 2250 Liberty Drive, Niagara Falls, New York 14304. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of two allocations of RP collectively totaling 2,600 kW to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Ceres Crystal Industries Inc.
2250 Liberty Drive
Niagara Falls, New York 14304
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CERES CRYSTAL INDUSTRIES INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Ceres Crystal Industries Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	1,000	2250 Liberty Drive, Niagara Falls, New York 14304	September 26, 2017	July 1, 2018	June 30, 2020
Replacement Power	1,600	2250 Liberty Drive, Niagara Falls, New York 14304	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 35 full-time 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

For each year, 2018, 2019 and 2020, the Customer's Rolling Average of capital investments at the Facility as calculated by the Authority on the basis of the Customer's capital investments at the Facility during each of the previous three years shall be no less than the Historic Average of $80,000.

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

GREENPAC MILL, 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 Greenpac Mill, LLC ("Customer") with offices at 4400 Royal Avenue, Niagara Falls, New York, 14303. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 10,000 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Greenpac Mill, LLC
4400 Royal Avenue
Niagara Falls, New York, 14303
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

GREENPAC MILL, LLC

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Greenpac Mill, LLC **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	10,000	4400 Royal Avenue Niagara Falls, New York, 14303	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 108 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

HAMMOND MANUFACTURING COMPANY 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 Hammond Manufacturing Company Inc.("Customer") with offices at 475 Cayuga Road, Suite 100, Cheektowaga, New York 14225. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 100 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Hammond Manufacturing Company Inc.
475 Cayuga Road, Suite 100
Cheektowaga, New York 14225
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

HAMMOND MANUFACTURING COMPANY INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Hammond Manufacturing Company Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	100	475 Cayuga Road, Suite 100, Cheektowaga, New York 14225	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 24 full-time 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

For each year, 2018, 2019, and 2020, the Customer's Rolling Average of capital investments at the Facility as calculated by the Authority on the basis of the Customer's capital investments at the Facility during each of the previous three years shall be no less than the Historic Average of $5,000.

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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 4b ii-C
March 20, 2018

New York State Power Authority
Public Hearing

February 15, 2018

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New York State Power Authority

Thursday, February 15, 2018, 2:30 p.m.,

Niagara Power Project Visitors' Center

5777 Lewiston Road

Lewiston, New York 14092

ERS:

MS. DELINCE 3
MR. SMITH 5
MS. DELINCE 11

MS. DELINCE: Good afternoon. This is a public hearing required by law and authorized by the New York Power Authority's Board of Trustees on the proposed Customer Contracts for the sale of hydropower to Time Release Sciences, Inc., Ceres Crystal Industries Inc., Greenpac Mill, LLC, Hammond Manufacturing Company Inc., and Moog Inc.

My name is Karen Delince, and I'm the Authority's Corporate Secretary.

New York State Public Authorities Law, Section 1009, sets forth procedures for executing certain contracts negotiated by the Authority.

First, prior to the hearing, it requires that notice of the hearing be provided. Therefore, a notice was sent to the Governor, the Senate's President Pro Temp, the Senate Minority Leader, the Senate Finance Committee Chair, the Assembly Speaker, the Assembly Minority Leader, the Assembly Ways and Means Committee Chair.

In addition, notices appeared in the following newspapers once a week for the four weeks leading up to this hearing: Niagara Gazette, Buffalo News, Buffalo Business First,

Lewiston-Porter Sentinel, Albany Times-Union, and Dunkirk Observer.

The public was also given access to the proposed contracts on the Authority's website and at the Authority's White Plains office during the 30-day period prior to today's hearing.

After the hearing, the public will be given access to the hearing transcript, once it is completed, at www.nypa.gov and at the White Plains office.

The next step in the process set forth in Section 1009 will be for the NYPA Trustees to reconsider the proposed contracts in light of public comments.

Once the Trustees have completed their final review, the contracts will be forwarded to the Governor for his consideration and approval.

If you plan to make an oral statement at this hearing, I ask that you so indicate on the sign-in sheet. Also, if you have a written statement, please give a copy to Lorna Johnson and one to the reporter.

Written statements may be of any length and

will appear in the record of the hearing in addition to oral statements.

The record of the hearing will remain open for additional comments through close of business, Friday, February 16, 2018.

Additional comments should be mailed, faxed, or emailed to the Corporate Secretary at: 123 Main Street, 11-P, White Plains, NY 10601; or (914)390-8040; or secretarys.office@nypa.gov.

At this point, I would like to introduce Mr. Richard Smith, the Authority's Director of Business and Project Development, Western New York, who will provide additional details on the proposed Customer Contracts. Thank you. Mr. Smith.

MR. SMITH: Thank you, Ms. Delince. Good afternoon. My name is Richard Smith. I'm the Business and Project Development Director within NYPA's Economic Development Department.

I'm here today to present a summary of a proposed new contract for a current customer here in Western New York, for the sale of hydropower generated here at the Niagara Power Project.

I will also present a summary of proposed hydropower contracts with four existing customers who have five allocations with contracts that are set to expire in 2018 and have been recently approved for extension by the Authority's Board of Trustees.

Regarding the contracts: under Public Authorities Law, Section 1005, Subsection 13, the Authority may allocate and sell directly or by sale-for-resale, 250 MW of Expansion Power, known as EP, and 445 MW of Replacement Power, known as RP, to businesses located within 30 miles of the Niagara Power Project, provided that the amount of EP allocated to businesses in Chautauqua County on January 1, 1987, shall continue to be allocated in Chautauqua County.

Moog Inc. was awarded a new 4000-kilowatt hydropower allocation by the Authority's Trustees on September 26, 2017, in return for commitments made to create or expand its business in Western New York.

Specifically, Moog, a manufacturer of precision motion control products, will expand its

operations in the Town of Elma in Erie County. The expansion calls for Moog to construct a new 95,000-square-foot manufacturing facility with an investment of at least $33.85 million and the creation of at least 69 new jobs above its base jobs level of 3,155. The Trustees approved the allocation over a term of seven years.

Also, on September 26, 2017, the Authority's Trustees approved an extension to the term of five existing hydropower allocations to four current customers with facilities in Western New York.

Specifically, an extension of the 250 kW RP allocation that is due to expire on March 31, 2018, for Time Release Sciences, Inc., also known as TRS.

TRS is committed to maintain 77 jobs through June 30, 2020, at its packaging facilities located in Buffalo, New York.

An extension of two RP allocations scheduled to expire on June 30, 2018, for Ceres Crystal Industries, a manufacturer of cubic zirconia crystals. The first allocation is 1,000 kW of RP and the second allocation is 1,600 kW of RP. In return, Ceres will maintain 35 jobs at its Niagara

Falls facility through June 30, 2020.

An extension of the 10,000 kW RP allocation expiring on June 30, 2018, for Greenpac Mill, LLC, a manufacturer of lightweight liner board, operating in Niagara Falls, New York. Greenpac is committed to maintain a minimum of 108 jobs at the facility through June 30, 2020.

An extension of the 100 kW RP allocation expiring on June 30, 2018, for Hammond Manufacturing Company, Inc., a manufacturer of outlet strips and electronic transformers, located in Cheektowaga, New York. Hammond is committed to maintain a minimum of 24 jobs at its facility through June 30, 2020.

The following is a summary of some of the pertinent provisions in each of the proposed contracts.

The contracts provide for the direct billing of all hydropower supply charges and all New York Independent System Operator, Inc. charges and taxes.

The contracts include the customer's agreed-upon commitments with respect to employment, capital investment, and power utilization.

Under the contracts, the Authority may reduce

or terminate the allocation if employment, power utilization, or capital investment commitments are not met.

Relatedly, the contracts include an annual job reporting requirement and a job compliance threshold of 90 percent. Should the company's average annual employment fall below the compliance threshold of 90 percent of the employment commitment, the Authority may reduce the amount of the allocation.

The contract for Moog provides for the company to perform an energy audit at its facility at least once within five years in order to ensure that the customer uses the hydropower efficiently. The extension contract does not carry this energy audit provision due to the short-term nature of the extension through June of 2020.

To address non-payment risk that could result from the direct billing arrangement, the contract includes commercially reasonable provisions concerning the Authority's ability to charge late payment fees and to require deposits in the event of the customer's failure to make payment for any two

monthly bills. These contract provisions are consistent with other Authority direct sale contracts, including the Recharge New York sales contracts.

The contracts provide for the collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it would incur relating to its purchase of Zero Emission Credits and Renewable Energy Credits, attributable to the customer's load.

The contract includes the Authority's Service Tariff WNY-1, which specifies rates and other terms applicable to all EP and RP allocations and that are consistent with the Authority's other hydropower program, Preservation Power.

Lastly, transmission and delivery service for the allocation will be provided by National Grid or NYSEG in accordance with the utilities' Public Service Commission approved delivery service tariffs.

As Ms. Delince stated earlier, the Authority will accept your comments on the proposed contracts until the close of business on Friday, February 16,

2018.

I will now turn the hearing back to Ms. Delince.

MS. DELINCE: Thank you, Mr. Smith. We will recess now and reconvene when speakers arrive.

(Recess.)

MS. DELINCE: The February 15, 2018 public hearing on the proposed Customer Contracts for Time Release Sciences, Inc., Ceres Crystal Industries, Inc., Greenpac Mill, LLC, Hammond Manufacturing Company, Inc., and Moog, Inc. is now officially closed.

As previously stated, the record of the hearing will remain open for additional comments through close of business, Friday, February 16, 2018.

Thank you and good night.

(Hearing closed at 6:30 p.m.)

STATE OF NEW YORK
COUNTY OF ERIE

I, Olga Runfola, a Notary Public in and for the State of New York, do hereby certify:

That this proceeding was taken pursuant to notice at the time and place herein set forth; that said proceeding was taken down in shorthand by me and thereafter under my supervision transcribed into the English language, and I hereby certify the foregoing proceeding is a full, true and correct transcription of the shorthand notes so taken.

I further certify that I am neither counsel for nor related to any parties to said action, nor in anywise interested in the outcome thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of February, 2018.

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2017 Amendment to 1990 Service Agreement

This 2017 Amendment to 1990 Service Agreement, dated this ___ day of _____, 2017 is made between Niagara Mohawk Power Corporation, d/b/a National Grid ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority has sold certain quantities of hydroelectric power and energy in accordance with Authority Service Tariff ("ST") No. 41 and ST. No. 42 from Authority's Niagara and St. Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Service Agreement").

WHEREAS, Company and Authority have previously modified and extended the 1990 Service Agreement, most recently by the "2014 Amendment to 1990 Service Agreement" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 189 MW of Firm Hydroelectric Power and Energy allocated under ST No. 41 and terminated service under the 1990 Service Agreement under ST No. 41 with respect to all 189 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of the 1990 Service Agreement as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under ST No. 41 is zero (0), and the Firm Peaking Power allocation of 175 MW under ST No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission service agreement, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601".

5) Article J- Cancelation or Reduction. The following sentence is added at the end of Article J:

Company may also cancel or reduce such service during the period from January 1, 2019 through December 31, 2020, for any reason upon thirty (30) days' prior written notice to the Authority.

6) Article K - Restoration of Withdrawn Power and/or Energy is deleted in its entirety.

7) Article L - Term of Service, is revised to read as follows:

> "Service under this contract shall commence at 12:01 A.M. on January 1, 1990 and shall continue unless cancelled as provided for In the "Withdrawals of Power and/or Energy" or the "Cancellation or Reduction" provisions until December 31, 2020, subject to earlier termination by the Authority at any time with respect to any or all of the quantities of power and energy provided hereunder on at least thirty (30) days' prior written notice to Company."

8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Service Agreement".

10) Continuation of service under this 2017 Amendment to the 1990 Service Agreement shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Service Agreement, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Service Agreement. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

11) Except as expressly provided in this 2017 Amendment to the 1990 Service Agreement, the 1990 Service Agreement shall remain unchanged and in full force and effect.

12) This 2017 Amendment to the 1990 Service Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Service Agreement may be signed in any number of

counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Service Agreement shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Service Agreement shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Service Agreement may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

Niagara Mohawk Power Corporation, d/b/a National Grid

By: _____

Name: _____

Title: _____

Date: _____

Power Authority of the State of New York

By: _____
Name: John R. Koelmel
Title: Chairman

Date: _____

2017 Amendment to 1990 Hydropower Contract

This 2017 Amendment to 1990 Hydropower Contract, dated this ___ day of _____, 2017 is made between New York State Electric & Gas Corporation ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority sells certain quantities of hydroelectric power and energy from Authority's Niagara and St, Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Hydropower Contract").

WHEREAS, Authority, Rochester Gas and Electric Corporation ("RGE") and Company are also parties to a letter agreement dated February 14, 2008 ("February 14, 2008 Letter Agreement") which modified Article D - Regulation of Rates and Charges as it pertained to the calculation of the monthly savings realized by the customers of Company and RGE from the purchase of Authority hydropower.

WHEREAS, Company and Authority have previously modified and extended the 1990 Hydropower Contract, most recently by the "2014 Amendment to 1990 Hydropower Contract" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 167 MW of Firm Hydroelectric Power and Energy allocated under Service Tariff No. 41 and terminated service under the 1990 Hydropower Contract with respect to all 167 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of 1990 Hydropower Contract as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under Service Tariff No. 41 is zero (0). The Firm Peaking Power allocation of 150 MW under Service Tariff No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and

principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission Hydropower Contract, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601". For Company, delete the current reference in its entirety and replace with the following "David J. Kimiecik, Vice President, Energy Services, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation, 18 Link Drive, P.O. Box 5224, Binghamton, New York 13902-5224".

5) Article J- Cancelation or Reduction. The following sentence is added at the end of Article J:

> Company may also cancel or reduce such service during the period from January 1, 2019 through December 31, 2020, for any reason upon thirty (30) days' prior written notice to the Authority.

6) Article K - Restoration of Withdrawn Power and/or Energy is deleted in its entirety.

7) Article L - Term of Service, is revised to read as follows:

> "Service under this contract shall commence at 12:01 A.M. on January 1, 1990 and shall continue unless cancelled as provided for In the "Withdrawals of Power and/or Energy" or the "Cancellation or Reduction" provisions until December 31, 2020, subject to earlier termination by the Authority at any time with respect to any or all of the quantities of power and energy provided hereunder on at least thirty (30) days' prior written notice to Company."

8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Hydropower Contract".

10) Continuation of service under this 2017 Amendment to the 1990 Hydropower Contract shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Hydropower Contract, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Hydropower Contract. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

11) Except as expressly provided in this 2017 Amendment to the 1990 Hydropower Contract, the 1990 Hydropower Contract shall remain unchanged and in full force and effect.

12) This 2017 Amendment to the 1990 Hydropower Contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Hydropower Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Hydropower Contract shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Hydropower Contract shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Hydropower Contract may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

New York State Electric & Gas Corporation

By: _____
Name: Joseph J. Syta
Title: Vice President, Controller and Treasurer
Date: _____

By: _____
Name: Carl A. Taylor
Title: President and CEO
Date: _____

Power Authority of the State of New York

ACCEPTED:

By: _____
Name: John R. Koelmel
Title: Chairman
Date: _____

2017 Amendment to 1990 Hydropower Contract

This 2017 Amendment to 1990 Hydropower Contract, dated this ___ day of _____, 2017 is made between Rochester Gas and Electric Corporation ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority sells certain quantities of hydroelectric power and energy from Authority's Niagara and St. Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Hydropower Contract").

WHEREAS, Authority, New York State Electric & Gas Corporation ("NYSEG") and Company are also parties to a letter agreement dated February 14, 2008 ("February 14, 2008 Letter Agreement") which modified Article D - Regulation of Rates and Charges as it pertained to the calculation of the monthly savings realized by the customers of Company and NYSEG from the purchase of Authority hydropower.

WHEREAS, Company and Authority have previously modified and extended the 1990 Hydropower Contract, most recently by the "2014 Amendment to 1990 Hydropower Contract" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 99 MW of Firm Hydroelectric Power and Energy allocated under Service Tariff No. 41 and terminated service under the 1990 Hydropower Contract with respect to all 99 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of 1990 Hydropower Contract as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under Service Tariff No. 41 is zero (0). The Firm Peaking Power allocation of 35 MW under Service Tariff No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and

principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission Hydropower Contract, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601". For Company, delete the current reference in its entirety and replace with the following "David J. Kimiecik, Vice President, Energy Services, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation, 18 Link Drive, P.O. Box 5224, Binghamton, New York 13902-5224".

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8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Hydropower Contract".

10) Continuation of service under this 2017 Amendment to the 1990 Hydropower Contract shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Hydropower Contract, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Hydropower Contract. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

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12) This 2017 Amendment to the 1990 Hydropower Contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Hydropower Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Hydropower Contract shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Hydropower Contract shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Hydropower Contract may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

Rochester Gas and Electric Corporation

By: _____
Name: Joseph J. Syta
Title: Vice President, Controller and Treasurer
Date: _____

By: _____
Name: Carl A. Taylor
Title: President and CEO
Date: _____

Power Authority of the State of New York

ACCEPTED:

By: _____
Name: John R. Koelmel
Title: Chairman
Date: _____

ORIGINAL

NEW YORK STATE POWER AUTHORITY

PUBLIC HEARING

White Plains, NY

February 21, 2018

New York State Power Authority

Wednesday, February 21, 2018

2:00 p.m. - 6:00 p.m.

Jaguar Room

123 Main Street

White Plains, New York 10601

SPEAKERS:

MS. DELINCE 4, 10

MR. HAYES 6

MS. DELINCE: Good afternoon.

This is a public hearing required by law and authorized by the New York Power Authority's Board of Trustees on the proposed Contract Extensions for the sale of hydropower to Niagara Mohawk Power Corporation doing business as National Grid, New York State Electric and Gas Corporation and Rochester Gas and Electric Corporation.

My name is Karen Delince and I'm the Authority's Corporate Secretary.

New York State Public Authorities Law, Section 1009, sets forth procedures for executing certain contracts negotiated by the Authority.

First, prior to the hearing, it requires that notice of the hearing be provided. Therefore, a notice was sent to the Governor, the Senate's President Pro Temp, the Senate Minority Leader, the Senate Finance Committee Chair, the Assembly Speaker, the Assembly Minority Leader, and the Assembly Ways and Means Committee Chair.

In addition, notices appeared in the following newspapers, once a week, for the

four weeks leading up to this hearing: The Albany Times-Union, Buffalo News, Massena Daily Courier Observer, Poughkeepsie Journal, Rochester Democrat & Chronicle, and Syracuse Post-Standard.

The public was also given access to the proposed contracts on the Authority's website and at the Authority's White Plains office during the 30-day period prior to today's hearing.

After the hearing, the public will be given access to the hearing transcript, once it is completed, at www.nypa.gov and at the White Plains office.

The next step in the process set forth in section 1009 will be for the NYPA Trustees to reconsider the proposed contracts in light of public comments.

Once the Trustees have completed their final review, the contracts will be forwarded to the Governor for his consideration and approval.

If you plan to make an oral statement at this hearing, I ask that you so indicate on the sign-in sheet.

Also, if you have a written statement, please give a copy to Lorna Johnson and one to the reporter.

Written statements may be of any length and will appear in the record of the hearing in addition to oral statements.

The record of the hearing will remain open for additional comments through close of business, Thursday, February 22, 2018.

Additional comments should be mailed, faxed, or emailed to the Corporate Secretary at 123 Main Street, 11-P, White Plains, New York 10601 or (914)390-8040 or secretarys.office@nypa.gov.

At this point, I would like to introduce Mr. Keith Hayes, the Authority's Vice President of Economic Development, who will provide additional details on the proposed Contract Extensions.

Thank you.

Mr. Hayes.

MR. HAYES: Thank you, Ms. Delince.

Good afternoon.

My name is Keith T. Hayes and I'm the Vice President of Economic Development at

the New York Power Authority. I'm here today to present a summary of proposed contracts extensions with three upstate investor-owned utilities, especially National Grid, New York State Electric, and Gas and Rochester Gas and Electric, for firm peaking hydropower generated at the Niagara Power Project.

To summarize the peaking power contracts to the three investor-owned utilities: Starting in 1990, NYPA sold both firm hydropower and firm peaking hydropower from the St. Lawrence/FDR and Niagara Power Projects to National Grid, New York State Electric and Gas and Rochester Gas and Electric in accordance with hydropower contracts and subsequent contract extensions.

The utilities have purchased such power and energy at NYPA's cost-based hydropower rate, the benefits of which have been passed on to the utilities' residential and small farm customers (also referred to as their rural and domestic or R&D consumers), without markup, through the

electric service provided by the utilities under their retail tariffs.

Chapter 60 of the Laws of 2011 authorized the Authority to use the firm hydropower previously allocated to the utilities to support economic development in the form of the Recharge New York Power Program. Effective August 1, 2011, NYPA withdrew the firm power allocations from the utilities in accordance with the withdrawal provisions of the contracts and the new law; but NYPA continued to sell, and the utilities continued to purchase, the firm peaking hydropower under the contracts.

The Authority's Trustees provided contract extensions, most recently in 2014, which continued peaking hydropower sales to the utilities through December 31, 2017. On September 26, 2017, the Trustees approved extending the peaking power allocations for three years, through December 31, 2020, and authorized this public hearing on the proposed contracts.

The proposed contract extensions would continue the sale of 360 megawatt of

firm peaking hydropower to the utilities for up to three years, consisting of 175 megawatt to National Grid, 150 megawatt to New York State Electric and Gas, and 35 megawatt to Rochester Gas and Electric.

These peaking power allocations would continue to allow NYPA to pass on the benefits of the firm peaking power to the utilities' R&D consumers. NYPA and the utilities have agreed in form and substance to the proposed contract expenses, where the Authority would have the right to terminate the contract upon 30 days' notice to any of the utilities and the utilities, after the initial term of one year, would have the right to terminate the contract upon 30 days' notice to the Authority.

The contracts provide firm peaking service under Service Tariff Number 42, which specifies the rates and other terms applicable to the sale of firm peaking power to the upstate utilities. Lastly, because the 2014 extensions were scheduled to expire on December 31, 2017 the Authority has agreed to execute contract extensions on a

month-to-month basis pending completion of the public hearing process and gubernatorial approval.

As Ms. Delince stated earlier, the Authority will accept your comments on the proposed contracts until the close of business on Thursday, February 22nd.

I will now turn the hearing back to Ms. Delince.

MS. DELINCE: Thank you, Mr. Hayes.

We will recess now and reconvene when speakers arrive.

- - -

(Whereupon, a recess was taken and reconvened at 6:00 p.m.)

- - -

MS. DELINCE: The February 21, 2018 public hearing on the proposed Contract Extensions for the sale of hydropower to Niagara Mohawk Power Corporation, doing business as National Grid, New York State Electric and Gas Corporation and Rochester Gas and Electric Corporation is now officially closed.

As I previously stated, the record of

the hearing will remain open for additional comments through close of business, Thursday, February 22, 2018.

Thank you and good night.

(Hearing closed at 6:00 p.m.)

C E R T I F I C A T I O N

I, BENEDETTA VITIELLO, a Notary Public in and for the State of New York, do hereby certify:

THAT the within is a true and accurate transcript of this statement on the record.

I further certify that I am not related, either by blood or marriage, to any of the parties to this action; and

THAT I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 23RD day of February, 2018.

Benedetta Vitiello

BENEDETTA VITIELLO

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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
BUSSINESS SERVICES - TREASURER	**Q17-6302aRM; 4 Awards** **1. ABEL/NOSER, LLC** New York, NY **2. PAVILION GLOBAL MARKETS LTD.** Montreal, QC - Canada **3. NORTHERN TRUST CORP.** Chicago, IL **4. PENSERRA CAPITAL MANAGEMENT, LLC** New York, NY	03/20/18 (on or about)	Establish a prequalified pool of firms to provide transition management services for the Other Post Employment Benefits ("OPEB")	03/19/21	B/P	**Note: represents aggregate total for up to 3-year term		**$400,000***
CORPORATE AFFAIRS - EDITORIAL SERVICES	**CABLETIME** Mt. Arlington, NJ **(PO# 4600003451)**	03/13/18	Provide Digital Sign Solution by expanding the number of monitors at NYPA sites	03/12/23	B/P	$769,252.30 *Note: represents total for up to 5-year term including the interim award amount of $769,252.30		**$1,025,605.71***
INFORMATION TECHNOLOGY - CYBER SECURITY	**CARAHSOFT TECHNOLOGY CORPORATION** Reston, VA **(Q17-6243JW; PO# TBA)**	03/20/18 (on or about)	Provide for an Identity and Access Management Solution to establish a secure, manageable, easy to use and auditable approach	03/19/23	B/P	*Note: represents total for up to 5-year term		**$1,838,197***
INTERNAL AUDIT	**DELOITTE & TOUCHE, LLP** New York, NY **(PO# 4600003453)**	03/06/18	Provide Internal Audit ("IA") Co-Source Services to assist IA in completing the annual audit plans for the Authority and the Canal Corporation	03/05/23	B/S	$100,000 *Note: represents total for up to 5-year term including the interim award amount $100,000		**$7.4 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) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "A"
March 20, 2018

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 - ENGINEERING	**Q17-6350JGM; 5 Awards** **1. LJ GONZER ASSOCIATES** Cranford, NJ **2. MONTCO, INC. dba ROTATOR STAFFING SERVICES, INC.** East Brunswick, NJ **3. ALLEGIS GROUP HOLDINGS, INC. dba AEROTEK, INC.** Hanover, MD **4. MONROE STAFFING SERVICES, LLC** Trumball, CT **5. LEHIGH GIT, INC. dba LEHIGH TECHNICAL SERVICES** Hauppauge, NY **6. STARPOINT SOLUTIONS, LLC** New York, NY	03/20/18 (on or about)	Provide temporary technical services (staff augmentation) for the Authority	03/19/21	B/S	**Note: represents aggregate total for up to 3-year term with an option for an additional 2-year term		**$2.4 million***
UTILITY OPERATIONS - OPERATIONS	**Q17-6336JGM; 2 Awards** **1. TCI of NY, LLC** Coeymans, NY **2. A-LINE EDS, INC.** Waterloo, IA	04/01/18	Provide transportation and disposal of oil-filled electrical equipment services	03/31/20	B/S	**Note: represents aggregate total for up to 2-year term with an option for annual renewal for 3 additional years extending through March 31, 2023		**$5,000,000***

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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")

EXHIBIT "A"
March 20, 2018

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 - POWER SUPPLY	**CASELLA WASTE SERVICES (PO# 7000000528)** Potsdam, NY	03/20/18 (on or about)	Provide refuse service at the St. Lawrence / FDR project	03/19/21	B/S	*Note: represents total for up to 3-year term		**$400,000***
UTILITY OPERATIONS - PROJECT MANAGEMENT	**INNOVATIVE AUTOMATION, INC. (PO# 4600002618)** York, PA	03/20/18 (on or about)	Provide continued development of the Northern region operating procedures and system descriptions	03/19/20	S/P	*Note: represents total for up to 2-year term		**$550,000***
UTILITY OPERATIONS - TECHNICAL COMPLIANCE	**5 Awards** **1. ESJ TOWERS, INC. dba ESJ AZUL (PO# 4500293934)** Carolina, PR **2. XLD INVESTMENT PUERTO RICO, LLC dba SAN JUAN MARRIOTT RESORT & STELLARIS CASINO (PO# 4500293903)** San Juan, PR **3. TRP SAN JUAN OWNERS, LLC dba SHERATON OLD SAN JUAN HOTEL (PO# 4500293913)** San Juan, PR	03/20/18 (on or about)	Provide lodging to NYPA staff while providing personnel to assist in the restoration of electricity	03/31/18	B/P	$13,410,000	$3,219,089.56	**$16,629,089.56***

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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")

EXHIBIT "A"
March 20, 2018

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
	4. CCHPR HOSPITALITY, LLC dba SHERATON PUERTO RICO HOTEL & CASINO (PO# 4500293924) San Juan, PR							
	5. FLAGSHIP RESORT PROPERTIES SE dba VERDANZA HOTEL (PO# 4500293918) Carolina, PR							
						**Note: award 5 separate contracts to the hotels with a total not to exceed aggregate amount of $16,629,089.56. Amount paid to date on the Pro-Card $3,219,089.56. Anticipated spend for the balance $13,410.000.		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**LIVESAFE, INC.** Arlington, VA **(PO# 4500293921)**	02/01/18	Provides custom configuration and access to LifeSafe Mobile Platform	01/31/21	B/S	$50,000		**$155,000***
						*Note: represents total for up to 3-year term including the interim award amount of $50,000		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**UNLIMITED TECHNOLOGY, INC.** Chester Springs, PA **(PO# 4600003428)**	01/01/18	Provides security maintenance services at multiple NYPA sites	01/01/23	B/S	$75,000		**$1,750,000***
						*Note: represents total for up to 5-year term including the interim award amount of $75,000		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**VERTIV SERVICES, INC.** Chicago, IL **(PO# 4500294199)**	02/05/18	Provides maintenance of the Uninterrupted Power Supply (UPS) system	02/04/21	B/S	$22,306.75		**$66,920.25***
						*Note: represents total for up to 3-year term with an annual locked in rate of $22,306.75 with a savings of $3,401.78 as compared with an annual renewal. Approval is also requested for the total amount expected to be expended for the term of the contract, $66,920.25		

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1 Award Basis: B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search
2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

EXHIBIT 4c i-B
March 20, 2018

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
ENERGY SOLUTONS – ECONOMIC DEVELOPMENT	**OCO CONSULTING, LLC** New York, NY **(PO# 4500286428)**	06/15/17	Provide global attraction program services for St. Lawrence County	12/31/20	B/P	$351,375	$127,500	**$351,375***
						*Note 1: represents total for up to 2-year, 9 month term and no additional funding is required		
EXECUTIVE OFFICES - DIGITAL TRANSFORMATION OFFICE	**Q15-5979MR; 7 extensions:** **1. CUSTOMER CARE NETWORK, INC.** Marietta, GA **(PO# 4600003141)** **2. ERNEST & YOUNG, LLP** New York, NY **(PO# 4600003157)** **3. FIREFLY ENERGY ♦ CONSULTING, LLC** Dallas, TX **(PO# 4600003164)** **4. MCKINSEY & COMPANY, INC.** Washington, DC **(PO# 4600003159)** **5. NAVIGANT CONSULTING, INC.** Chicago, IL **(PO# 4600003156)** **6. PA CONSULTING GROUP, INC.** Princeton, NJ **(PO# 4600003158)**	03/29/16	Provide consulting expertise and experience in the electric utility and energy industries	03/31/21	C/P	$9,500,000		**$20,000,000****
						*Note 1: Change Order for Management Consulting Services for the Executive Office to approve increased funding in the amount of $9,500,000 and extend the term to two additional years		

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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

Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

EXHIBIT "B"
March 20, 2018

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
	7. PRICEWATERHOUSECOOPERS ADVISORY SERVICES, LLP Chicago, IL (PO# 4600003142)							
INFORMATION TECHNOLOGY - BUSINESS TRANSFOR -MATION	**SAP PUBLIC SERVICES, INC.** Philadelphia, PA **(PO# 4500280177)**	12/15/16	Provide continuation of the professional services required for the Human Resources Mosaic Improvements project	06/13/18	S/P	Note 1: extend for an additional six months and no additional funding is required		
LAW	**FOX ROTHSCHILD, LLP** Philadelphia, PA **(PO#4500276754)**	08/29/16	Provide legal representation for the Authority in connection with construction litigation	08/28/20	B/P	*Note 1: request approval for additional funding		**$2,000,000***
UTILITY OPERATIONS – OPERATIONS ENVIRONMENTAL	**ULTRA ELECTRONICS OCEAN SYSTEMS, INC.** Braintree, MA **(PO# 4600002506)**	04/01/12	Provide acoustic fish deterrent system services	04/29/19	Si/S	$141,834 *Note 1: extend for an additional 1 year with an additional amount of $141,834	$595,723	**$947,834***
UTILITY OPERATIONS – PROJECT MANAGEMENT	**DELTA ENGINEERS, ARCHITECTS, AND LAND SURVEYORS, DPC** Endwell, NY **(PO# 4600003281)**	03/10/17	Provide additional engineering services for the Emergency Energy Control Center	03/10/20	Si/S	$50,000 *Note 1: extend for an additional 2 years with an interim approval of $50,000	$50,000	**$100,000***
UTILITY OPERATIONS – PROJECT MANAGEMENT	**DEAN ENERGY SOULTIONS CORP.** Hoboken, NJ **(PO# 45000287027)**	06/29/17	Provide continuation of work for the Fuel Oil Yard Foam Fire Suppression System Project at 500 MW Power Plant	06/28/19	B/C	Note 1: extend for an additional 1 year and no additional funding is required		

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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

AMENDMENT TO AGREEMENT

AMENDMENT to the **AMENDED AND RESTATED GRANT AGREEMENT** made this _____ day of February, 2018 by and between the **POWER AUTHORITY OF THE STATE OF NEW YORK**, a corporate municipal instrumentality and political subdivision of the State of New York created by the Legislature of the State by Chapter 772 of the Law of 1931, as amended, with offices located at 123 Main Street, White Plains, New York (hereinafter referred to as "**NYPA**") and **SEAWAY PRIVATE EQUITY CORPORATION**, A New York not-for-profit corporation with offices located at 101/201 Peyton Hall, Main Street, Box 8561, Clarkson University, Potsdam, New York 13699-8561 (hereinafter referred to as "**SPEC**")

WHEREAS, NYPA and SPEC entered into an Amended and Restated Grant Agreement, effective as of the 1st day of March, 2006, as amended (the "**Grant Agreement**") whereby NYPA provided SPEC with a grant in the amount of $10,000,000 (the "**Grant**") for the purpose of investing in new technology companies related to energy and/or the environment upon the terms and conditions set forth in the Grant Agreement through "Capital Commitment Agreements" as defined and described in the Grant Agreement; and

WHEREAS, the term of the Grant Agreement is set to expire on or about March 1, 2018; and

WHEREAS, the parties desire by this Amendment to extend the term as set forth herein; and

WHEREAS, the Grant Agreement further provides for a limitation on administration expenses in the sum of $750,000 to be paid, in the first instance, out of the interest earned; and

WHEREAS, the parties further desire by this Amendment to increase the limitation on administrative expenses by $50,000 to $800,000.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. Section 4 of the Grant Agreement is hereby amended and replaced in its entirety with the following:

> "4. **Term and Termination.** This Agreement shall commence as of the date set forth above and shall terminate on December 31, 2019, unless terminated earlier by SPEC or NYPA as provided herein or further extended by mutual agreement by the parties. Either party shall have the right to terminate this Agreement upon material breach by the other and failure to cure within thirty days after receipt of notice thereof from the non-breaching party. Termination of this Agreement shall not terminate either party's rights under any agreement with, or instrument or document of, any Enterprise. Termination

for breach of this Agreement shall not cancel either party's rights or remedies against the other for breach of this Agreement. Upon termination of this Agreement, if any Grant monies received by SPEC shall not have theretofore been invested in any Enterprise, then SPEC shall dispose of same in accordance with law and the purposes of its Certificate of Incorporation."

2. Section 2 of the Grant Agreement is hereby amended and replaced in its entirety with the following:

"2. **Costs and Expenses.** Reasonable legal and administrative costs of establishing SPEC corporate structures and contracts and meeting insurance requirements shall be payable form the Grant with in ten (10) business days after NYPA receives a requisition therefor from SPEC, provided that this Agreement shall not require such expenses to be paid out of the Grant to the extent that the aggregate total of all such cots during its term exceeds $800,000. NYPA shall have the right to audit such requisitions pursuant to Section 6 below. NYPA shall maintain the unspent balance of such $800,000 amount for future operating expenses of SPEC. Such cots, in the first instance, shall be paid from the interest earned on the original Grant."

3. Except as otherwise provided herein, all other terms and conditions of the Grant Agreement shall remain in full force and effect.

4. Capitalized terms undefined herein shall have the meanings prescribed to them in the Grant Agreement.

IN WITNESS WHEREOF, NYPA and SPEC have executed this Amendment to the Grant Agreement on the date first written above.

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
Gil C. Quiniones
President & Chief Executive Officer

SEAWAY PRIVATE EQUITY CORPORATION

By: _____
Anthony G. Collins, President

NEW YORK POWER AUTHORITY

Financial Report
December 31, 2017 and 2016

CONFIDENTIAL–**Exhibit A**

NEW YORK POWER AUTHORITY
Financial Report
December 31, 2017 and 2016

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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, 2017, the Authority's system of internal controls provides reasonable assurance 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.

Robert F. Lurie
Executive Vice President and Chief Financial Officer

March [20], 2018

Overview of the Consolidated Financial Statements

The New York Power Authority (the "Power Authority") is considered a special-purpose government entity engaged in business-type activities and follows financial reporting for enterprise funds. Effective January 1, 2017, the New York State Canal Corporation (the "Canal Corporation") became a subsidiary of the Power Authority, and the Power Authority assumed certain powers and duties relating to the Canal System (as defined below) to be exercised through the Canal Corporation. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the "Canal System"). The Power Authority and its subsidiary (collectively "the Authority") follow financial reporting for enterprise funds. The consolidated financial statements of the Authority are prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). Under the criteria set forth in GASB Statement No. 14, *The Financial Reporting Entity*, as amended by Governmental Accounting Standard (GAS) No. 39, *Determining Whether Certain Organizations Are Component Units* and GAS No. 61, *The Financial Reporting Entity: Omnibus--an amendment of GASB Statements No. 14 and No. 34*, the Authority considers its relationship to the State to be that of a related organization. The Power Authority and its subsidiary the Canal Corporation are referred to collectively as the "Authority" in the consolidated financial statements, [except where noted].

This consolidated report consists of three parts: management's discussion and analysis, the basic consolidated financial statements, and the notes to the consolidated financial statements.

The consolidated financial statements provide summary information about the Authority's overall financial condition. The notes provide explanation and more details about the contents of the consolidated financial statements.

Forward Looking Statements

The statements in this management's discussion and analysis (MD&A) that are not purely historical facts are forward-looking statements based on current expectations of future events. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes to or development in various important factors. Accordingly, actual results may vary from those we presently expect and such variations may be material. We therefore caution against placing undue reliance on the forward-looking statements contained in this MD&A. All forward-looking statements included in this MD&A are made only as of the date of this MD&A and we assume no obligation to update any such forward-looking statements as a result of new information, future events or other factors.

Summary of Revenues, Expenses and Changes in Net Position

The following is a summary of the Authority's financial information for 2017, 2016, and 2015:

	2017	2016	2015	2017 vs. 2016 favorable (unfavorable)	2016 vs. 2015 favorable (unfavorable)
	(In millions, except percentages)				
Operating revenues	$ 2,573	$ 2,421	$ 2,625	6%	(8)%
Operating expenses:					
Purchased power	557	514	689	(8)	25
Fuel oil & gas	165	152	236	(9)	36
Wheeling	618	609	599	(1)	(2)
Operations and maintenance	680	619	569	(10)	(9)
Depreciation	242	231	237	(5)	3
Impairment loss	73	—	—	(100)	—
Total operating expenses	2,335	2,125	2,330	(10)	9
Operating income	238	296	295	(20)	—
Nonoperating revenues	29	25	25	16	—
Nonoperating expenses	148	299	246	51	(22)
Net income and change in net position	119	22	74	441	(70)
Net position – beginning	4,081	4,059	—		
Canal Corporation, net position- beginning	539	—	—		
Cumulative effect of change in accounting principle	—	—	(6)		
Net position – beginning, as restated	4,620	4,059	3,985		
Net position – ending	$ 4,739	$ 4,081	$ 4,059		

The following summarizes the Authority's consolidated financial performance for the years 2017 and 2016:

The Authority had net income of $119 million for the year ended December 31, 2017 compared to $22 million in 2016, an increase of $97 million. The increase in net income was primarily due to lower nonoperating expenses of $151 million and higher non-operating income of $4 million, partially offset by lower operating income of $58 million. Non-operating expenses were lower in 2017, primarily due to expenditures in 2016 for contributions to New York State and for payments of Canal Corporation related expenses under a reimbursement agreement with the New York State Thruway Authority prior to the transfer of the Canal Corporation to the Power Authority. Operating income decreased by $58 million compared to last year primarily due to higher operating and maintenance expenses of $61 million, higher depreciation of $11 million and an impairment loss of $73 million, partially offset by a higher margin on sales of $86 million. The higher operations and maintenance expenses were primarily attributable to the inclusion of the Canal Corporation related expenses incurred in 2017. The 2017 impairment loss is related to the replacement of certain combustion turbine equipment with technically superior upgraded components.

The change in net position was attributable to the positive 2017 net income of $119 million.

The Authority had net income of $22 million for the year ended December 31, 2016 compared to $74 million in 2015, a decrease of $52 million. The decrease was primarily due to the reimbursement charges, included in nonoperating expenses, of $62 million of Canals Corporation expenditures incurred in 2016 under a funding agreement with the New York State Thruway Authority pursuant to the State Fiscal Year 2016-2017 Budget legislation. Operating income increased by $1 million compared to 2015 as lower fuel and purchased power costs substantially offset lower revenues and higher operations & maintenance expenses. Purchased power and fuel expenses decreased a total of $259 million for the year ended December 31, 2016, compared to the prior year as a result of lower prices. Operations and maintenance expenses increased by $50 million primarily due to costs related to the Canal Corporation integration and pension expense. Revenues were $204 million lower reflecting the pass-through of lower energy costs to customers, partially offset by higher transmission and hydro facility revenues.

The change in net position was attributable to the positive 2016 net income of $22 million.

Operating Revenues

Operating revenues of $2,573 million in 2017 were $152 million, or 6%, higher than the $2,421 million in 2016, primarily due to higher market-based energy sales resulting from higher hydro production and the pass-through of higher purchased power costs to customers.

Purchased Power and Fuel

Purchased power costs increased by 8% in 2017 to $557 million from $514 million in 2016, primarily due to the imposition of ZEC costs in 2017 (see note 13 (k)-"Commitments and Contingencies-Other Developments" of notes to the consolidated financial statements). Higher prices on market purchases were substantially offset by lower volumes purchased. Fuel costs were $13 million (9%) higher during 2017, primarily due to higher fuel prices ($36 million) offset by lower generation volume ($23 million).

Operations and Maintenance (O&M)

O&M expenses increased by $61 million, or 10%, in 2017 to $680 million, primarily due to the inclusion of Canal Corporation operating expenses.

Nonoperating Revenues

For 2017, nonoperating revenues increased by $4 million, or 1%, to $29 million from $25 million in 2016, primarily due to $8 million related to the transfer of the nuclear decommissioning fund to Entergy on January 30, 2017, partially offset by unrealized losses on investments.

Nonoperating Expenses

For 2017, nonoperating expenses decreased by $151 million, or 51%, primarily due to expenditures in 2016 for contributions to New York State and for payments of Canal Corporation related expenses under a reimbursement agreement with the New York State Thruway Authority prior to the transfer of the Canal Corporation to the Power Authority on January 1, 2017.

Cash Flows

Net cash flows provided by operating activities increased by $6 million in 2017 compared to 2016, due to the timing of payments and receipts.

Net Generation

Net generation was 29.9 million megawatt-hours (MWh) in 2017, a 2% increase compared to 2016 (29.3 million MWh). Net generation from the Niagara and St. Lawrence hydroelectric plants in 2017 (23.8 million MWh) was 8% higher than 2016 (22.1 million MWh) due to increased water levels on Lakes Erie and Ontario resulting in higher water flow to the Niagara and St. Lawrence hydroelectric plants. For 2017, net hydro generation was approximately 118% of long-term average and above 2016, which was 110%. Combined net generation of the fossil fuel plants for 2017 was 6.1 million MWh, or 15% lower than 2016 (7.2 million MWh).

Summary of Consolidated Statements of Net Position

The following is a summary of the Authority's consolidated statements of net position for 2017, 2016, and 2015:

	2017	2016	2015	2017 vs. 2016	2016 vs. 2015
	(In millions, except percentages)				
Current assets	$ 1,580	$ 3,082	$ 1,754	(49) %	76 %
Capital assets	5,442	4,825	4,778	13	1
Other noncurrent assets	1,638	1,529	3,003	7	(49)
Deferred outflows	66	107	40	(38)	168
Total assets and deferred outflows	$ 8,726	$ 9,543	$ 9,575	(9)	—
Current liabilities	$ 984	$ 2,439	$ 1,096	(60)	123
Noncurrent liabilities	2,655	2,668	4,110	-	(35)
Total liabilities	3,639	5,107	5,206	(29)	(2)
Deferred inflows	348	355	310	(2)	15
Net position	4,739	4,081	4,059	16	1
Total liabilities, deferred inflows and net position	$ 8,726	$ 9,543	$ 9,575	(9)	—

The following summarizes the Authority's consolidated statements of net position variances for the years 2017 and 2016:

In 2017, current assets and current liabilities decreased mainly due to the transfer of the Decommissioning Trust Fund to Entergy on January 30, 2017 (see note12(c) "Nuclear Plant Divestiture and Related Matters –Nuclear Plant Decommissioning" of notes to the consolidated financial statements). Excluding Decommissioning Trust Fund investment of $1,504 million in 2016, current assets were relatively flat year over year. Capital assets increased by $617 million (13%) to $5,442 million, compared to last year, primarily due to the transfer of Canal Corporation to the Power Authority effective January 1, 2017. Other noncurrent assets, increased by $109 million

(7%). Deferred outflows decreased by $41 million due to changes in deferral of pension resources. Current liabilities, excluding the Decommissioning Trust Fund investment of $1,504 million in 2016, increased by $49 million (5%), to $984 million compared to last year. This increase is attributable to higher accrued liabilities. Noncurrent liabilities, were relatively flat year over year. Deferred inflows decreased by $7 million (2%) compared to last year due to changes in fair value and settlements of derivative instruments, $17 million increase in the costs of removal obligation and a decrease in the deferral of pension related resource. The changes in net position for 2017 and 2016 are discussed in the summary of revenues, expenses and changes in net position in this Management's Discussion and Analysis.

In 2016, current assets and current liabilities increased mainly due to the reclassification of the Decommissioning Trust Fund from noncurrent assets and liabilities resulting from the transfer of the fund to Entergy on January 30, 2017 (see note12(c) "Nuclear Plant Divestiture and Related Matters –Nuclear Plant Decommissioning" of notes to the consolidated financial statements). Excluding Decommissioning Trust Fund investment of $1,504 million in 2016, current assets decreased by $176 million (10%) to $1,578 million primarily due to a decrease in investments resulting from sales of securities for repayment of debt in the first quarter of 2016. Capital assets increased by $47 million (1%) to $4,825 million, compared to 2015, as a result of continuing investments in generating assets at existing facilities and transmission upgrades, necessary to maintain reliability. Other noncurrent assets, excluding Decommissioning Trust Fund investment of $1,430 million in 2015, decreased by $44 million (3%) primarily due to decrease in receivable from New York State related to Transfer of Assets – see Note 13(e) "Commitments and Contingencies – New York State Budget and Other Matters". Deferred outflows increased by $67 million primarily due to changes in the deferral of pension related resources. Current liabilities, excluding the Decommissioning Trust Fund investment of $1,504 million in 2016, decreased by $161 million (15%), to $935 million compared to 2015. This decrease is attributable to the decrease in long-term debt due within one year resulting from scheduled maturities, and the Authority's repayment, on an accelerated basis, of the Adjustable Rate Tender Notes (ART Notes) and a portion of the Extendible Municipal Commercial Paper (EMCP) in the first quarter of 2016. Noncurrent liabilities, excluding Decommissioning Trust Fund investment of $1,430 million in 2015, were lower by $12 million, primarily due to decreases in long-term debt resulting from the scheduled maturities, and payments on capital lease obligations offset primarily by the increase in pension liability ($76 million). Deferred inflows increased by $45 million (15%) compared to 2015 due to changes in fair value and settlements of derivative instruments, $14 million increase in the costs of removal obligation and the deferral of pension related resource. The changes in net position for 2016 and 2015 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 $1.6 billion for various capital improvements over the five-year period 2018-2022. 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.

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

Moses Adirondack Line Replacement	$	336
Transmission Life Extension & Modernization Projects		228
Lewiston Pump Generating Plant (LPGP) LEM		211
Life Extension & Modernization LEM (RMNPP)		169
Communication Backbone		37
New Security & Warehouse Facility (St. Lawrence)		28
Sensor Deployment		26
Major Outage (Flynn)		22
Replacement Of Superstructure Bridges (RMNPP)		19
Rotor Modification-Stress Redistribution		15
R-22 Inlet Chiller System Replacement		15
New Visitor Center		13
Energy Control Center Redundancy		12
ISOC Implementation		10
IT Initiatives		10
VF Dam Crest Gate Installation		9
Ma1 And Ma2 Structure Replacements Phase II (St. Lawrence)		9
Canal Corporation		200
All Other (Projects below $9.0 million)		273
	$	**1,642**

In addition, the Authority's capital plan includes the provision of approximately $1.5 billion in financing for Energy Services and Technology 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 above. Such additional capital expenditures would be subject to evaluation and Trustee approval.

The Authority is moving forward with its plans to replace a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The replacement 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 replacement 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 replacement of obsolete wood pole structures with higher, steel pole structures, as well as replacement 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. The Authority plans to file its application for Article VII approval with the PSC in the first quarter of 2018. The Authority estimates a project cost of $440 million. Construction is expected to take four years and begin in 2019.

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. The Transmission LEM Program encompasses transmission assets in the Central, Northern and Western regions of New York and will include work to be done such as upgrades, refurbishments and replacements associated with

switchyards and substations, transmission line structures or towers and associated hardware and replacement of the submarine cable on the PV-20 line. Reinvestment in this strategic component of the Authority's overall mission supports the repair, upgrade and/or expansion of the transmission infrastructure. The Authority intends to finance the Transmission LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The work on the Transmission LEM Program is underway and is expected to continue through 2025.

The Authority's Trustees approved a $460 million Life Extension and Modernization Program at the Niagara project's Lewiston Pump-Generating Plant, (Lewiston LEM Program) of which $300 million of expenditures have been authorized and $252 million spent as of December 31, 2017. The work to be done includes a major overhaul of the plant's 12 pump turbine generator units. The Lewiston LEM Program will increase pump and turbine efficiency, operating efficiency, and the peaking capacity of the overall Niagara project. The Authority filed an application with the Federal Energy Regulatory Commission (FERC) for a non-capacity license amendment in connection with the program. The amendment was approved with a FERC order issued in 2012. The Authority intends to finance this LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The unit work began in late 2012 and is on-going, with the final unit expected to be completed in 2020.

By order issued March 15, 2007, FERC issued the Authority a new 50-year license for the Niagara Project effective September 1, 2007. In doing so, FERC approved six relicensing settlement agreements entered into by the Authority with various public and private entities. In 2007, the Authority estimated that the capital cost associated with the relicensing of the Niagara project would be approximately $495 million. This estimate does not include the value of the power allocations and operation and maintenance expenses associated with several habitat and recreational elements of the settlement agreements. As of December 31, 2017 and 2016, the balance in the liability associated with the relicensing on the statement of net position is $274 million ($24 million in current and $250 million in other noncurrent liabilities) and $295 million ($25 million in current and $270 million in other noncurrent liabilities), respectively.

In 2003, FERC approved a Comprehensive Relicensing Settlement Agreement ("Relicensing Agreement") reached by the Authority and numerous parties and issued the Authority a new 50-year license for the St. Lawrence-FDR Project ("St. Lawrence-FDR License"). The Relicensing Agreement between the Authority and the Local Government Task Force ("LGTF") provided for a review of the Relicensing Agreement every ten years to address issues not contemplated at the time of relicensing in 2003. Following the review that began in 2013, the Authority and the LGTF entered into an agreement effective May 4, 2015 (the "LGTF Ten-Year Review Agreement") in which the Authority agreed to certain actions, including to: (1) fund an economic development strategic marketing study; (2) temporarily reduce electricity costs for certain farms and businesses; (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities. On March 26, 2015, the Authority's Trustees authorized expenditures of up to $45.1 million for the purpose of implementing the commitments in the LGTF 10-Year Review Agreement.

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

	2017	2016	2015
		(In millions)	
Long-term debt, net of current maturities:			
Senior:			
Revenue bonds	$ 720	$ 784	$ 845
Subordinated:			
Subordinated Notes, Series 2017 and 2012 (1)	44	21	21
Commercial paper	5	5	5
Total long-term debt, net of current maturities	769	810	871
Net position	4,739	4,081	4,059
Total capitalization	$ 5,508	$ 4,891	$ 4,930

(1) The Subordinated Notes, Series 2017 and 2012, which were issued in 2017 and 2012, respectively, are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

During 2017, long-term debt, net of current maturities, decreased by $41 million, primarily due to scheduled maturities, cash funding of capital expenditures, partially offset by issuance of the Subordinated Notes, Series 2017 (see below). In March 2016, the Authority redeemed the then outstanding ART 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.

Total debt to equity ratio as of December 31, 2017, was at .28-to-1 when compared to .34-to-1 as of December 31, 2016. Total debt as of December 31, 2017 is at its lowest level since December 31, 1974.

Debt Ratings

	Moody's	Standard & Poor's	Fitch
NYPA's underlying credit ratings:			
Senior debt:			
Long-term debt (a)	Aa1	AA	AA
Subordinate debt:			
Subordinate Notes, Series 2017	N/A	AA-	N/A
Subordinate Notes, Series 2012	N/A	N/A	AA
Commercial paper	P-1	A-1+	F1+

(a) Long term debt includes certain bonds - Series 2007 A, B and C Revenue Bonds and Series 2003 A Revenue Bonds – the principal and interest when due is guaranteed under insurance policies issued by MBIA Insurance Corporation and Assured Guaranty Municipal Corporation, respectively. The credit ratings of MBIA Insurance Corporation and Assured Guaranty Municipal Corporation are currently at or below the Authority's underlying credit ratings.

In January 2017, Standard & Poor's Ratings Service assigned a AA- rating to the Authority's Subordinated Notes, Series 2017 and in January 2018 also affirmed the Authority's senior and subordinate debt ratings. In December 2017, Moody's Investors Service affirmed the Authority's commercial paper rating (they did not reconfirm their rating for the Authority's senior debt or review the Authority's Subordinated Notes, Series 2017 or Series 2012). In December 2017, Fitch Ratings affirmed the Authority's commercial paper rating (they did not reaffirm their rating for the Authority's senior debt or Subordinated Notes, Series 2012 or review the Authority's Subordinated Notes, Series 2017).

The Authority has a line of credit under a 2015 revolving credit agreement, as amended (the amended 2015 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 $600 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1–3 CP Notes. The amended 2015 RCA terminates January 18, 2019. There are no outstanding borrowings under the amended 2015 RCA.

Economic Conditions

Competitive Environment

The Authority's mission is to power the economic growth and competitiveness of New York State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goals are to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

To maintain its position as a low cost provider of power in a changing environment, the Authority has undertaken and continues to carry out a multifaceted program, including: (a) the upgrade and relicensing of the Niagara and St. Lawrence-FDR projects; (b) a newly renegotiated long-term supplemental electricity supply agreements with its governmental customers located in Southeastern New York (NYC Governmental Customers); (c) construction and operation of the 500 MW combined cycle electric generating plant located at the Authority's Poletti plant site; (d) a long-term electricity supply contract with Astoria Generating LLC for the purchase of the output of a 550-MW power plant in Astoria, Queens, ("AEII"); (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 PJM ISO (f) refinancing outstanding bonds to lower the

overall cost of debt; and (g) implementation of an enterprise-wide and energy/fuel risk management program. As a component of Authority's strategic plan, efforts to modernize the Authority's generation and transmission infrastructure are being developed and implemented to increase flexibility and resiliency, and to serve customers' needs in an increasingly dynamic energy marketplace.

To achieve its goal of promoting clean energy and efficiency, the Authority implements energy 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 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 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 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 mitigation of 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 and congestion costs associated with the transmission of electricity. Any such actions are taken pursuant to policies and procedures 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, and out-of-state customers. The charges for firm and/or firm peaking power and associated energy sold by the Authority, as applicable, to the fifty-one municipal electric systems and rural electric cooperatives in New York State, two public transportation agencies, three investor-owned utilities for the benefit of rural and domestic customers, and seven out-of-state public customers have been established on the basis of the hydroelectric project costs. In November 2011, the Authority's Trustees approved a 41-month rate plan providing for phased-in rate increases covering the period ending April 30, 2015. The current rates, established with the last increase in May 2014, continue to be sufficient to recover the estimated costs to run the facilities for 2017, and will therefore remain in effect at current levels until further notice.

Expansion and Replacement Power 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 contract 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 rates similar to the Expansion and Replacement power customers, 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. Effective January 2018, new long term agreements were executed with a number of these 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 more efficiently recover its revenue requirement based upon operating and maintenance expenses as well as the capital spending necessary to maintain the reliability of its transmission system, such as the Life Extension and Modernization program. The Authority filed an unopposed Offer of Settlement on September 30, 2016 that fully resolved the issues raised by interested parties in settlement negotiations concerning the formula rate. The settlement was approved by FERC on January 19, 2017. Separately, the ATRR under the formula of $190 million initially made effective April 1, 2016 was updated on July 1, 2016 to $198.2 million pursuant to the formula rate annual update process. The ATRR effective July 1, 2017 is $212.2 million including the revenue requirement for the Marcy South Series Compensation Project.

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 RNYPP replaced two other programs, the Power for Jobs (PFJ) and Energy Cost Savings Benefit (ECSB) Programs, which had extended benefits of low-cost power to certain businesses, small businesses and not-for-profit organizations. Those PFJ and ECSB Program customers who were in substantial compliance with contractual commitments under the PFJ and ECSB Programs and who applied but did not receive RNYPP allocations are eligible to apply for transitional electricity discounts, as provided for in Chapter 60. This transitional electricity discounts program provides for declining levels of discounts through June 30, 2016 when the program terminates, if payment of such discounts is deemed feasible and advisable by the Authority's Trustees. As of December 31, 2017, the Authority's Trustees have authorized transitional electricity discount payments of up to $20 million for the period from July 1, 2012 and June 30, 2016. As of December 31, 2017, approximately $12 million of such discounts have been paid with approximately an additional $2 million in payments remaining to be made.

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 $504 million through December 2017 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, 2017, totaling cumulatively $90 million. Operations and maintenance expenses included $30 million and $43 million of residential consumer discounts in the years ended December 31, 2017 and 2016, respectively.

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 $62 million in net earnings, calculated for the period August 30, 2010 through December 31, 2017 as provided in the legislation, for deposit into the Fund. As of December 31, 2017, $42 million has been deposited into the Fund. As of December 31, 2017, the Authority has approved awards of Fund money totaling approximately $35 million to businesses that have proposed eligible projects and has made payments totaling $29 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, 2017, the Authority's Trustees approved the release of funds, of up to $10 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, 2017. As of December 31, 2017, approximately $3 million has been deposited into the Fund. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

On February 26, 2015, the Authority's Trustees approved the release of funds, of up to $3 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, 2015. On January 26, 2016, the Authority's Trustees approved up to an additional $5 million in funds for the period January 1, 2016 through December 31, 2016. As of December 31, 2016, approximately $2 million has been deposited into the Fund and no awards have been made.

Governmental Customers in the New York City Metropolitan Area

In 2005, the Authority and its eleven NYC Governmental Customers, including the Metropolitan Transportation Authority, the City of New York, the Port Authority of New York and New Jersey (Port Authority), the New York City Housing Authority, and the New York State Office of General Services, entered into long-term supplemental electricity supply agreements (2005 LTAs) with a term through December 31, 2017. Under the 2005 LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2017.

Under the 2005 LTAs, the Authority and the NYC Governmental Customers modified rates through an annual process based on cost of service principles.

In early 2018, the Authority executed new supplemental long-term electricity supply agreements (2018 LTAs) with nine of its eleven NYC Governmental Customers. Negotiations are ongoing with the remaining two NYC Governmental Customers.

Under the 2018 LTAs, effective January 1, 2018, the NYC Governmental Customers who have signed on have 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 2018 LTAs, fixed costs were set for each customer and are subject to renegotiation after five years. Variable costs, including fuel, purchased power and NYISO related costs, will be passed through to each customer by an energy charge adjustment.

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 which would have entitled the Authority to 75% of the Line's 660 MW capacity, or 495 MW, for 20 years. The Authority's capacity payment obligations under the FTCPA began upon the Line's commencement of commercial operation, which occurred on June 3, 2013. Also upon commercial operation, the FTCPA obligates the Authority to reimburse HTP for the cost of interconnection and transmission upgrades in New York and New Jersey associated with the Line and to pay for all remaining upgrade costs as they are incurred. Such interconnection and transmission upgrades have been completed. As of December 31, 2017, the Authority paid approximately $336 million of such costs related to the interconnection and transmission upgrades. The Authority's obligations under the FTCPA also include payment of the Regional Transmission Enhancement Plan (RTEP) charges allocated to HTP in accordance with the PJM tariff. Such RTEP costs are significant and are discussed 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 2017, the Authority estimated that its under-recovery of costs under the FTCPA could be in the range of approximately $84 million to $92 million per year over the next five years. The under-recovery estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades, and energy and capacity revenues.

PJM's RTEP cost allocation methodology for certain upgrades, such as the Bergen-Linden Corridor (BLC) project built by Public Service Electric & Gas Company (PSE&G) in New Jersey, is being challenged at FERC in numerous proceedings by Con Edison, the Authority, HTP and other parties on the grounds that PJM has disproportionately allocated the costs of those projects to those parties. In a separate FERC proceeding, the Authority challenged the RTEP share of the BLC project costs allocated to HTP that were effective May 1, 2017 as a result of Con Edison's termination of its PJM firm transmission rights. The cost allocations shifted approximately $533 million in RTEP charges for the BLC project that had previously been allocated to Con Edison to HTP. Such costs are in addition to the $111 million in RTEP charges for the BLC project that had been previously allocated to HTP. RTEP costs relating to the BLC project would be paid over a number of years after construction commenced in 2017. Phase I of the BLC project June 2016, Phase II was completed in the spring of 2017 and Phase III is scheduled to be completed in June 2018.

From June 2013 through December 2017, the Authority has paid approximately $90 million in RTEP charges for the Line, including the BLC project. The Authority believes that based on the FERC Order dated December 15, 2017 permitting HTP to relinquish its firm rights on the HTP Line, coupled with corresponding PJM updates to its cost allocations for 2018, RTEP charges should not be imposed on the Authority from 2018 onward. However, the December 15, 2017 order has been challenged by various PJM transmission owners and the New Jersey Board of Public Utilities ("NJBPU"). Moreover, the NJBPU filed a complaint at FERC on December 22, 2017 regarding the regional cost allocation treatment affecting PJM and NYISO.

On March 31, 2017, the Authority and HTP executed an amendment to the FTCPA. In exchange for the Authority extending the cure period for HTP to replace underwater cables that have been subject to failure and which have resulted in the Line being out of service, under the amended FTCPA the Authority will receive: (1) rights to direct HTP to take necessary actions to withdraw, cancel or terminate the 320 MW of Firm Transmission Withdrawal Rights (FTWRs), which form the basis for the RTEP cost allocations to HTP, to eliminate future RTEP costs; (2) rights to direct HTP to later reapply for and reacquire these FTWRs on the Authority's behalf; (3) guarantee that if PJM RTEP assessments cannot be eliminated despite HTP's efforts to withdraw, cancel or terminate the FTWRs, that HTP will cancel its interconnection service agreement (ISA) to physically disconnect the Line from

the PJM transmission system, causing termination of all RTEP allocations; (4) based upon RTEP costs already paid, an immediate $40 million increase in the size of the tracking account that is used to offset the cost to purchase the Line at the end of the FTCPA term, at the Authority's option, and (5) shared rights to direct power on the Line in the opposite direction of its current flow should market conditions present revenue opportunities for selling capacity and energy from New York to New Jersey. Contingent upon the successful satisfactory reduction or complete elimination of the Authority's obligation for RTEP charges, and HTP's completion of the cable replacement (or demonstration that it is in the process of completing the cable replacement), the Authority will increase the portion leased by the Authority from 75% to 87.12% of the Line's capacity, bringing the total capacity of the line leased from 495 MW to 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 estimates that increasing the leased portion of the line to 87.12% will increase its capacity payments by approximately $6 million to $9 million per year over the term of the FTCPA.

The amended FTCPA allows the Authority to seek to manage its RTEP exposure in two ways. First, the Authority can request HTP to relinquish its 320 MW of FTWRs associated with the Line. The Authority started this process which resulted in PJM's July 2017 FERC filing made at HTP's request to revise the ISA in order to relinquish HTP's FTWRS. As noted above, this led to FERC's December 15, 2017 order granting the relinquishment and subsequent PJM cost allocation updates which zeroed out NYPA's RTEP exposure commencing January 1, 2018. However, these determinations are subject to challenge, and are also questioned in a new complaint filed by the NJBPU, which attacked the December 15 order and other recent FERC decisions on cost allocation affecting both PJM and NYISO. Second, if the RTEP assessments cannot be eliminated despite HTP's efforts to terminate the FTWRs, the Authority retains the ability to direct HTP to cancel its interconnection agreement and physically disconnect the Line from the PJM transmission system. However, this option is considered less desirable because physical disconnection would eliminate the ability to make energy transactions over the Line when the cable replacement is completed. Lease payments would continue from the Authority to HTP in the event of a physical disconnection directed by the Authority.

Canal Corporation

Legislation was enacted on April 4, 2016 (the "Canal Transfer Legislation") which provided for (1) the transfer, effective January 1, 2017, of the Canal Corporation from the Thruway Authority to the Authority and (2) as of January 1, 2017, the Authority's assumption from the Thruway Authority of powers and duties relating to the Canal System, and jurisdiction over the Canal System and state assets, equipment and property in connection with the planning, development, construction, reconstruction, maintenance and operation of the Canal System, which the Authority is authorized to exercise through the Canal Corporation.

The Canal Transfer Legislation also 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. As of December 31, 2017, the Authority recognized $86 million of costs associated with the transfer of the Canal Corporation to the Authority, including certain reimbursements to the Thruway Authority in respect of calendar year 2016.

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 twelve months ended December 31, 2017, the Canal Corporation recognized $2 million in revenues, $93 million in operations and maintenance and $23 million in depreciation expense.

By resolution adopted December 12, 2017, the Canal Corporation's Board of Directors adopted a budget for 2018 that included expenditures of $82 million for operations and maintenance expenses, $40 million for capital expenses and $3 million for Canal Development Fund expenses. Through March 2017, the Authority's Trustees have authorized the release of up to $20.5 million in funding to support operations of the Canal Corporation in 2018.

Given the age of the Canal System, the Authority expects that significant maintenance and capital investments will be required to assure its continuing operation. The Authority's budget and financial plan for 2018-2021 includes Canal-related operating expenditures of $85 million per year over the next four years. The Authority's 2018-2021 budget and financial plan includes Canal System related capital expenditures of $40 million per year over the next four years. The Authority will continue to evaluate the condition of the Canal System and expects to allocate additional funding if deemed necessary through its annual budgeting process.

New York State 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.

Legislation enacted into law, as part of the 2000-2001 State budget, as amended up to the present time, has authorized the Authority as deemed feasible and advisable by the trustees, to make a series of voluntary contributions into the State treasury in connection with the PFJ Program and for other purposes as well. The PFJ Program, which had been extended to June 30, 2012, has ended and was replaced by the RNYPP, as discussed above in note 13(a) "Power Program – Recharge New York Power Program" of the notes to the financial statements. Cumulatively through December 31, 2012, the Authority has made voluntary contributions to the State totaling $475 million in connection with the ended PFJ Program.

In 2016, the Authority made contributions to the State of $91 million that were not related to the PFJ Program and which were recorded as nonoperating expenses in the year ended December 31, 2016 statements of revenues, expenses and changes in net position. These contributions were authorized by the Authority's Trustees and were

consistent with the related State fiscal year budgets. The 2016 contributions included $26 million that was paid to the State's General Fund and $65 million that was paid to Empire State Development Corporation (ESD). Cumulatively through December 31, 2016, the Authority has made voluntary contributions to the State totaling $763 million in connection unrelated to the PFJ Program.

The 2018-19 Executive Budget contains a provision authorizing the Authority as deemed "feasible and advisable by its trustees" to transfer to the State treasury to the credit of the general fund $20 million for the State fiscal year commencing April 1, 2018, the proceeds of which will be utilized to support energy-related State activities. The Authority cannot predict what additional contributions to the State may be authorized in the future.

The 2018-19 Executive Budget includes two bills that if enacted could affect the Authority's operations. One bill would clarify and enhance the Authority's statutory authority to support energy services and projects. The second bill would authorize the Authority, as deemed feasible and advisable by the Trustees, to finance, plan, design, engineer, acquire, construct, operate or manage renewable power and energy generating projects, and procure such renewable products, which the authority deems necessary or desirable to assist New York State in meeting any State clean energy standard or goals, and/or supply the needs of any public entity or authority customer within New York State. Legislation comprising the Executive Budget is subject to modification by the State Legislature.

Temporary Asset Transfers

In addition to the authorization for voluntary contributions, as a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the State's Director of Budget, and the Authority, the Authority agreed to transfer approximately $215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that had been set aside for payment to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage (see Note12(b) "Nuclear Plant and Divestiture – Nuclear Fuel Disposal". The MOU provides for the return of these funds to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of the Authority's payment obligation related to the transfer and disposal of the spent nuclear fuel or September 30, 2017. Further, the MOU provides for the Authority to transfer within 180 days of the enactment of the 2009-2010 State budget $103 million of funds set aside for future construction projects (Asset A), which amounts would be returned to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of when required for operating, capital or debt service obligations of the Authority or September 30, 2014. In February 2009, the Authority's Trustees authorized the execution of the MOU relating to the temporary transfers of Asset B ($215 million) and Asset A ($103 million) and such transfers were made in March 2009 and September 2009, respectively, following Trustee approval.

The MOU provides that the obligation of the State to return all or a portion of an amount equal to the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. Further, the MOU provides that as a condition to any such appropriation for the return of the moneys earlier than September 30, 2017 for the Spent Nuclear Fuel Reserves and earlier than September 30, 2014 for the construction projects, the Authority must certify that the monies available to the Authority are not sufficient to satisfy the purposes for which the reserves, which are the source of the funds for the transfer, were established.

In lieu of interest payments, the State has waived certain future payments from the Authority to the State. The waived payments include the Authority's obligation to pay until September 30, 2017 the amounts to which the State is entitled under a governmental cost recovery process for the costs of central governmental services. These payments would have been approximately $5 million per year based on current estimates but the waiver is limited to a maximum of $45 million in the aggregate during the period. Further, the obligation to make payments in

support of certain State park properties and for the upkeep of State lands adjacent to the Niagara and St. Lawrence power plants is waived from April 1, 2011 to March 31, 2017. These payments would have been approximately $8 million per year but the waiver would be limited to a maximum of $43 million for the period. The present value of the waivers approximates the present value of the forgone interest income.

On April 24, 2014, the Authority and the State executed an Amendment to the MOU which provides that the State shall, subject to appropriation by the State Legislature, return the $103 million (Asset A) in five installments in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $18 million for State Fiscal Year 2014-2015; (2) $21 million for State Fiscal Year 2015-2016; (3) $21 million for State Fiscal Year 2016-2017; (4) $21 million for State Fiscal Year 2017-2018; and (5) $22 million for State Fiscal Year 2018-2019. By its terms, the Amendment to the MOU became effective when it was approved and ratified by the Authority's Board of Trustees on July 29, 2014. The Authority has received cumulative installment payments of $81 million as of December 31, 2017.

The Authority and the State executed a Second Amendment to the MOU, dated as of June 30, 2017, that provides for the return to the Authority of the $215 million (Asset B) in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $22 million for State Fiscal Year 2017-18, (2) $21 million for State Fiscal Year 2018-19, (3) $43 million for State Fiscal Year 2019-20, (4) $43 million for State Fiscal Year 2020-21, (5) $43 million for State Fiscal Year 2021-22, and (6) $43 million for State Fiscal Year 2022-23. The obligation of the State to return the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. The Authority received the first installment payment of $22 million in September 2017. The Assets A and B transfers are reported in miscellaneous receivables and other ($43 million as of December 31, 2017 and 2016) and in other noncurrent assets ($172 million and $215 million at December 31, 2017 and December 31, 2016, respectively) in the statements of net position.

New York State Office of Parks, Recreation and Historic Preservation

On July 18, 2005, the Authority executed the Relicensing Settlement Agreement Addressing New License Terms and Conditions ("Settlement Agreement") entered into by several parties to the relicensing of the Niagara Project, including The New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). The Settlement Agreement provides, among other things, for the establishment of a Relicensing Settlement Agreement State Parks Greenway Fund, which is to be funded by the Authority in the amount of $3 million per year to OPRHP for the term of the 50-year License. OPRHP has requested that the Authority accelerate certain of such payments by making a lump sum payment of approximately $25 million to pay for authorized projects. In order to make the lump sum payment, the Authority issued $25.2 million in subordinated notes on February 24, 2017 and made the proceeds available to OPRHP (see Note 6 "Long-Term Debt – Subordinate Debt" of notes to the consolidated financial statements).

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 is anticipated to commence in 2018 and take approximately three years to complete with funding in the amount of approximately $40 million expected to be provided by the Authority. As of December 31, 2017, the Authority's Trustees have approved up to $5.5 million in funding by the Authority. As of December 31, 2017, the Authority has disbursed approximately $4.4 million.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, is developing an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. Costs to the Authority are estimated at $20 million over the initial three year period and are not expected to exceed $50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILe participants. On July 25, 2017, the Authority's Trustees authorized capital expenditures in the amount of $20 million for the initial phase of AGILe, which has since commenced.

New York Energy Highway

In January 2012, the Governor of New York announced the New York Energy Highway initiative, which is envisioned as a public-private partnership to upgrade and modernize the State's electric power system. The Governor formed a task force comprised of various State officials to oversee implementation of the initiative (Task Force) which is co-chaired by the Authority's President and Chief Executive Officer. In April 2012, the Task Force issued a request for information seeking ideas and proposals in furtherance of the initiative. Approximately 85 organizations responded to the Task Force's request for information and the responses included a large number of different generation and transmission project proposals. Based on the response of all these organizations, the Energy Highway Task Force issued an action plan in October 2012. The resulting Energy Highway Blueprint, calling for public and private investments in the State's energy system of about $5.7 billion over the next five to 10 years, proposed 13 specific actions, divided among four major categories: Expand and Strengthen the System, Accelerate Construction and Repair, Support Clean Energy and Technology Innovation.

In November 2012, the New York Public Service Commission (NYPSC) announced new proceedings addressing various actions described in the Blueprint including (i) the initiation of electric transmission upgrades to move excess power from upstate to downstate (AC Transmission), (ii) the creation of a contingency plan to prepare for a large generator retirement (Generation Retirement Contingency Plan) and (iii) the expansion of natural gas delivery to homeowners and businesses in New York State.

In response to the request for information and the Generation Retirement Contingency Plan and AC Transmission proceedings, the New York Transmission Owners (NYTOs), comprised of the State's largest private utilities, LIPA, and the Authority, indicated that they were exploring the creation of a new Statewide transmission entity (NY Transco) to pursue development, construction, operation, and ownership of new transmission projects. The NYTOs proposed to the Task Force and to the NYPSC several transmission projects that could be undertaken by a NY Transco entity. Participation of the Authority in the NY Transco would be contingent on the enactment of legislation by the State that enables the Authority to participate. As of the 2015 legislative session, which ended in June 2015, such enabling legislation has not been passed. On November 24, 2014, affiliates of the NYTOs formed a transmission entity (Four-Party Transco) that does not include LIPA or the Authority but would permit their participation should the necessary enabling legislation be passed.

In its November 4, 2013 Generation Retirement Contingency Plan Order, the NYPSC selected three transmission projects (TOTS projects) to be built by Consolidated Edison, New York State Electric and Gas (NYSEG) and the Authority. The NYPSC also requested that the NYTOs seek Federal Energy Regulatory Commission (FERC) approval for the three TOTS projects. On December 4, 2014, the NYTOs on behalf of themselves and the Four-Party Transco filed applications at FERC to permit the transfer of certain transmission assets to the Four-Party Transco. The Four-Party Transco also filed an application for cost allocation and recovery for five projects, including the three TOTS projects. A negotiated settlement of that cost allocation has been approved by FERC.

The Authority co-developed one of the TOTS projects, the Marcy-South Series Compensation, with NYSEG and has also completed a negotiated settlement at FERC to recover the costs of its portion of that project.

Build Smart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO 88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent within seven years – an initiative designed to produce significant savings for New York taxpayers, generate jobs, and significantly reduce greenhouse gas emissions. To meet this initiative, the Governor launched Build Smart NY, a plan to strategically implement EO 88 by accelerating priority improvements in energy performance. The Authority has offered to provide $450 million in low-cost financing for this initiative for state owned buildings and an additional $350 million for towns and municipalities. Such low-cost financing would be funded by proceeds of the Authority's commercial paper or another form of debt. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. 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. The team conducts routine outreach and meetings with affected state agencies and has commenced the implementation phase of the Build Smart NY program. As of December 31, 2017, the Authority has in aggregate provided approximately $391 million in financing for energy efficiency projects at State agencies and authorities covered by EO 88.

Certain Solar and Energy Efficiency Initiatives

In March 2012, the Authority's Trustees authorized up to $30 million in funding over five years for a solar market acceleration program involving solar research, training, and demonstration projects. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with cumulative value of up to approximately $6 million.

In June 2012, the Authority's Trustees authorized up to $30 million in funding over five years for an energy efficiency market acceleration program involving energy efficiency research, demonstration projects, and market development. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of up to approximately $17 million.

In February 2015, the Authority's Trustees authorized up to $12 million in funding over two years for initial implementation of the Five Cities Energy Plans for the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of approximately $8 million.

Clean Energy Standard

On August 1, 2016, the New York Public Service Commission ("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 estimates that it will incur ZEC Purchase Obligation costs under the CES Order of approximately $286 million in aggregate over the 2018-2021 period, of which approximately $26 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order.

Large-Scale Renewable Program

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and capacity from eligible large-scale renewable projects with a minimum size of 5MW, 10MW or 20MW, depending on the underlying technology. The goal is to procure 1 million MWh or more for the Authority's governmental customer base. Eligible projects, which may be based within or outside the State, include solar (photovoltaic), wind, hydro-electric and biomass. The Authority is in the process of developing financial strategies for the Large Scale Renewable program, which may include designating the program as a "Separately Financed Project" in accordance with the provisions of the Authority's Bond Resolution. Proposals were due September 8, 2017 and the evaluation period is ongoing.

Reforming the Energy Vision

In April 2014, the PSC commenced a proceeding to reform the State's energy industry and regulatory practices. According to the PSC, this initiative, called Reforming the Energy Vision ("REV"), will lead to regulatory changes that promote more efficient use of energy; deeper penetration of renewable energy resources such as wind and solar; and wider deployment of smaller power sources located closer to the customer load, including micro grids capable of meeting the regular demands of a community of consumers, on-site power supplies, and energy storage. REV also aims to promote greater use of advanced energy management products to enhance demand elasticity and efficiencies. The PSC order instituting the proceeding designated two tracks for the REV with track one focused on developing distributed resource markets and track two focused on reforming utility ratemaking practices.

The PSC has identified six core policy objectives for REV relating to enhanced customer knowledge and tools to support effective management of total energy bills, market animation and leverage of customer contributions, system-wide efficiency, fuels and resource diversity, system reliability and resiliency, and reduction of carbon emissions. A PSC "Staff Report and Proposal" released in April 2014 set forth a vision for how to accomplish the PSC's objectives. This report and additional information on REV, including the Order Adopting Regulatory Policy Framework and Implementation Plan issued and effective February 26, 2015 (Track 1) and Order Adopting a Ratemaking and Utility Revenue Model Policy Framework issued and effective May 19, 2016 (Track 2), are available at http://www.dps.ny.gov/. No statement on that website is incorporated by reference herein. The PSC has several ongoing proceedings related to Track 1 and Track 2 of REV that the Authority is following.

While the PSC does not have jurisdiction over rates for power generated or transmitted by the Authority, the reforms and innovations contemplated in the REV initiative are expected by the PSC to be done in conjunction with certain independent but related actions of the Authority, and will impact electricity rates for energy efficiency project customers. As a result, the Authority monitors the REV initiative closely and expects to evaluate any regulatory reforms that are ultimately implemented and their impact on project implementation and suitability for adoption by the Authority and its customers.

Retirement of Generation Resources

The retirement of generation resources may impact the Authority's resources, both positively and negatively. The reduction in the amount of generation capacity available to the system that results from generator retirement will, all other things being equal, increase the unit price paid for capacity from the Authority's resources. Retirement of resources also can affect power flows and the ability to fully access the energy available from the Authority's assets. For example, the retirement of coal-fired generation stations in Western New York could limit the amount of energy that the transmission system in the vicinity of the Authority's Niagara Project can accommodate, thus preventing the full use of this asset.

Recognizing the potential for such retirements and the impact they could have on the operation of the Niagara Project and the ability to access renewable power from Ontario, Canada, on July 20, 2015 the PSC 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 2700 MW of generation from the Authority's Niagara and Lewiston Pump-Generating Plant and ensure that, under emergency conditions, no less than 1000 MW of import capacity will be available from Ontario. This order initiated the NYISO's competitive solicitation process that will procure, pursuant to procedures established in FERC's Order 1000, transmission enhancements sufficient to meet the need identified by the PSC. In October 17, 2017, the NYISO Board of Directors approved the NYISO staff recommendation to select the transmission proposal submitted by NextEra Energy Transmission New York, Inc. as the most cost effective transmission project. The project is expected to be completed in June 2022.

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

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

Independent Auditors' Report

The Board of Trustees
Power Authority of the State of New York:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of the Power Authority of the State of New York (the Authority), which comprise the consolidated statements of net position as of December 31, 2017 and 2016, and the related consolidated statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion on the Financial Statements

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of December 31, 2017 and 2016, and its revenues, expenses, and changes in net position, and cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the information in the Management's Discussion and Analysis on pages 2 through 23 and Required Supplementary Information on pages 80 through 82 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 audits 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 20, 2018 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 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 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.

(signed) KPMG LLP

New York, NY
March 20, 2018
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NEW YORK POWER AUTHORITY

Consolidated Statements of Net Position

(In millions)

	December 31, 2017	December 31, 2016
Assets and Deferred Outflows		
Current Assets:		
Cash and cash equivalents	$ 37	$ 43
Investment in securities	1,065	1,060
Investment in securities- restricted	–	1,504
Receivables - customers	171	152
Materials and supplies, at average cost:		
Plant and general	82	85
Fuel	27	33
Miscellaneous receivables and other	198	205
Total current assets	1,580	3,082
Noncurrent Assets:		
Restricted funds:		
Cash and cash equivalents	26	25
Investment in securities	33	31
Total restricted assets	59	56
Capital funds:		
Cash and cash equivalents	–	5
Investment in securities	25	27
Total capital funds	25	32
Capital Assets:		
Capital assets not being depreciated	758	512
Capital assets, net of accumulated depreciation	4,684	4,313
Total capital assets	5,442	4,825
Other Noncurrent Assets:		
Receivable - New York State	172	215
Other long-term assets	1,382	1,226
Total other noncurrent assets	1,554	1,441
Total noncurrent assets	7,080	6,354
Total assets	8,660	9,436
Deferred outflows:		
Pensions	66	107
Total assets and deferred outflows	$ 8,726	$ 9,543

(Continued)

NEW YORK POWER AUTHORITY

Consolidated Statements of Net Position

(In millions)

Liabilities, Deferred Inflows and Net Position	December 31, 2017	December 31, 2016
Current liabilities:		
Accounts payable and accrued liabilities	$ 406	$ 328
Liability to decommission divested nuclear facilities	–	1,504
Short-term debt	485	516
Long-term debt due within one year	62	58
Capital lease obligation due within one year	31	25
Risk management activities - derivatives	–	8
Total current liabilities	984	2,439
Noncurrent liabilities:		
Long-term debt:		
Senior:		
Revenue bonds	720	784
Subordinated:		
Subordinated Notes	44	21
Commercial paper	5	5
Total long-term debt	769	810
Other noncurrent liabilities:		
Capital lease obligation	1,114	1,144
Disposal of spent nuclear fuel	219	217
Relicensing	250	270
Other long-term liabilities	303	227
Total other noncurrent liabilities	1,886	1,858
Total noncurrent liabilities	2,655	2,668
Total liabilities	3,639	5,107
Deferred inflows:		
Cost of removal obligation	330	313
Accumulated increase in fair value of derivative hedging	8	30
Pensions	10	12
Net position:		
Net investment in capital assets	2,973	2,278
Restricted	32	23
Unrestricted	1,734	1,780
Total net position	4,739	4,081
Total liabilities, deferred inflows and net position	$ 8,726	$ 9,543

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,	
	2017	2016
Operating revenues:		
Power sales	$ 1,745	$ 1,638
Transmission charges	189	174
Wheeling charges	618	609
Other	21	–
Total operating revenues	2,573	2,421
Operating Expenses:		
Purchased power	557	514
Fuel oil and gas	165	152
Wheeling	618	609
Operations	547	484
Maintenance	133	135
Depreciation	242	231
Impairment loss	73	–
Total operating expenses	2,335	2,125
Operating income	238	296
Nonoperating revenues and expenses:		
Nonoperating revenues:		
Investment income	12	15
Other	17	10
Total nonoperating revenues	29	25
Nonoperating expenses		
Contribution to New York State	–	91
Canal Reimbursement Agreement	–	62
Interest on long-term debt	47	49
Interest - other	117	117
Interest capitalized	(12)	(16)
Amortization of debt premium	(4)	(4)
Total nonoperating expenses	148	299
Net income and change in net position	119	22
Net position, January 1	4,081	4,059
Canal Corporation, net position - January 1	539	–
Net position, January 1	4,620	4,059
Net position, December 31	$ 4,739	$ 4,081

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Consolidated Statements of Cash Flows

(In millions)

	Year Ended December 31,	
	2017	2016
Cash flows from operating activities:		
Received from customers for the sale of power, transmission and wheeling	$ 2,504	$ 2,356
Disbursements for:		
Purchased power	(556)	(515)
Fuel, oil and gas	(163)	(136)
Wheeling of power by other utilities	(626)	(617)
Operations and maintenance	(804)	(739)
Net cash provided by operating activities	355	349
Cash flows from capital and related financing activities:		
Gross additions to capital assets	(241)	(218)
Issuance of subordinated notes, series 2017	25	–
Repayment of bonds	(57)	(55)
Repayment of notes	(2)	(87)
Repayment of commercial paper	–	(39)
Interest paid, net	(45)	(50)
Net cash used in capital and related financing activities	(320)	(449)
Cash flows from noncapital–related financing activities:		
Energy conservation program payments received from participants	154	143
Energy conservation program costs	(232)	(142)
Issuance of commercial paper	84	110
Repayment of commercial paper	(115)	(121)
Interest paid on commercial paper	(7)	(5)
Transmission line interconnection costs	26	(49)
Contributions to New York State	–	(91)
Canal Reimbursement Agreement	(18)	(44)
Payment received from New York State	43	21
Margin deposits	(20)	–
NYISO collateral	(7)	–
Payments related to nuclear decommissioning fund transfer	8	–
Net used in noncapital-related financing activities	(84)	(178)
Cash flows from investing activities:		
Earnings received on investments	17	15
Purchase of investment securities	(4,460)	(3,074)
Sale of investment securities	4,482	3,318
Net cash provided by investing activities	39	259
Net decrease in cash	(10)	(19)
Cash and cash equivalents, January 1	73	92
Cash and cash equivalents, December 31	$ 63	$ 73
Reconciliation to net cash provided by operating activities:		
Operating income	$ 238	$ 296
Adjustments to reconcile operating income to net cash provided by operating activities:		
Change in assets, deferred outflows, liabilities and deferred inflows:		
Provision for depreciation	242	231
Net (increase) decrease in miscellaneous receivables and other	(53)	21
Net increase in receivables and materials and supplies	(61)	(70)
Net decrease in accounts payable/accrued liabilities and other	(11)	(129)
Net cash provided by operating activities	$ 355	$ 349

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 power the economic growth and competitiveness of the State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goal is to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

The Power Authority is authorized by the Power Authority Act to help provide a continuous and adequate supply of dependable electricity to the people of the State. The Power Authority generates, transmits and sells electricity principally at wholesale. The Power Authority's primary customers are municipal and investor-owned utilities, rural electric cooperatives, high load factor industries and other businesses located throughout New York State, various public corporations located in Southeastern New York within the metropolitan area of New York City (SENY Governmental Customers), and certain out-of-state customers.

To provide electric service, the Power Authority owns and operates five major generating facilities, eleven small gas-fired electric generating facilities, and four small hydroelectric facilities in addition to a number of transmission lines, including major 765-kV and 345-kV transmission facilities. The Power Authority's five major generating facilities consist of two large hydroelectric facilities (Niagara and St. Lawrence-FDR), a large pumped-storage hydroelectric facility (Blenheim-Gilboa), the combined cycle electric generating plant located in Queens, New York (500-MW Plant) and the Richard M. Flynn combined cycle plant located on Long Island (Flynn). To provide additional electric generation capacity to the Authority's NYC Governmental Customers, the Authority entered into a long-term electricity supply agreement with Astoria Energy II LLC in 2008 for the purchase of the output of an Astoria, Queens based natural-gas fueled 550-MW generating plant, which entered service in the summer of 2011.

The Power Authority acts through a Board of Trustees. The Power Authority's Trustees are appointed by the Governor of the State of New York, with the advice and consent of the State Senate. The Power Authority is a fiscally independent public corporation that does not receive State funds or tax revenues or credits. It generally finances construction of new projects through a combination of internally generated funds and sales of bonds and notes to investors and pays related debt service with revenues from the generation and transmission of electricity. Accordingly, the financial condition of the Authority is not controlled by or dependent on the State or any political subdivision of the State. Under the criteria set forth in Governmental Accounting Standards Board (GASB) the Authority considers its relationship to the State to be that of a related organization.

Income of the Power Authority and properties acquired by it for its projects are exempt from taxation. However, the Authority is authorized by the Act to enter into agreements to make payments in lieu of taxes with respect to property acquired for any project where such payments are based solely on the value of the real property without regard to any improvement thereon by the Authority and where no bonds to pay any costs of such project were issued prior to January 1, 1972.

Article XV of the New York State Constitution provides, in part, that the barge canal, the divisions of which are the Erie canal, the Oswego canal, the Champlain canal, and the Cayuga-Seneca canal, and the terminals constructed as part of the barge canal system (collectively, the "Canal System") shall remain the property of the State and under its management and control forever. Legislation enacted in 1992 (the "1992 Legislation") transferred jurisdiction of the Canal System, among other assets and properties, from the New York State Commissioner of Transportation to the Thruway Authority, to be held by the New York Thruway Authority (the "Thruway Authority") in the name of the people of the State. Such canal system remained the property of the

State and under its management and control as exercised by and through the Thruway Authority, through its then 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,* 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 Statement 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. Construction work in progress costs are reduced by revenues received for power produced (net of expenditures incurred in operating the projects) prior to the date of completion. 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, 2017 and 2016 expressed as a percentage of average depreciable capital assets on an annual basis are:

	Average depreciation rate	
	2017	**2016**
Type of plant:		
Production:		
Hydro	2.0%	2.0%
Gas turbine/combined cycle	2.4	2.9
Transmission	2.0	2.3
General	3.2	3.3%
Canal system	3.3	—
	2.6%	2.6%

(e) *Asset Retirement and Cost of Removal Obligations*

The Authority applies the applicable provisions of ASC Topic 410, *Asset Retirement and Environmental Obligations*, which requires an entity to record 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.

ASC Topic 410 does not apply to asset retirement obligations involving pollution remediation obligations that are within the scope of GAS No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The Authority applies GAS No. 49 which, upon the occurrence of any one of five specified obligating events, requires an entity to estimate the components of expected pollution remediation outlays and determine whether outlays for those components should be accrued as a liability or, if appropriate, capitalized when goods and services are acquired. The Authority had no liabilities recorded related to GAS No. 49 at December 31, 2017 or 2016.

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, 2016	$ 53	$ 313
Depreciation Expense	–	14
Other expense	–	3
Balance – December 31, 2017	$ 53	$ 330

(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. In 2017, the Authority incurred an impairment loss of $73 million, which consisted of $62 million in capital assets and $11 million of equipment in materials and supplies, related to the planned replacement of certain combustion turbine equipment with technically superior upgraded components (see note 5 of notes to the consolidated financial statements).

(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.*

(l) *Other Long-Term Assets*

Other long-term assets at December 31, 2017 and 2016 consist of the following:

	December 31,	
	2017	**2016**
	(In millions)	
Other long-term assets:		
Regulatory assets (a):		
Recoverable electricity supply market costs	$ 320	$ 277
Risk management activities	–	8
Other regulatory assets	21	26
Total regulatory assets	341	311
Energy efficiency program costs (b)	400	323
Other long-term receivables	291	235
Transmission line interconnection costs	274	292
Other	76	65
Total other long-term assets	$ 1,382	$ 1,226

(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.

On October 24, 2017, a Memorandum of Understanding was entered between the Authority and ten investor owned utility companies to provide Hurricane Relief assistance in Puerto Rico. The Authority's deployment cost associated with the assistance efforts are subject to reimbursement by the Emergency Management Assistant Compact (EMAC) program. As of December 31, 2017, 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 $32 million in other non-current liabilities and $6 million in current liabilities at December 31, 2017 and 2016 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 48% of the Authority's operating revenues in 2017 and 2016, 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. Accordingly, the Power Authority does not apply 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 to these transactions.

(q) *Operating Expenses*

The Authority's operating expenses include fuel, operations and maintenance, depreciation, purchased power costs, and other expenses related to the sale of power. Energy costs are charged to expense as incurred.

Purchased power costs include capacity, energy and ancillary service purchases made in the wholesale market on behalf of its customers (except for those made through previously approved purchased power agreements). Wheeling expenses are based on contractual and/or tariff rates of the service provider and are recovered through pass-through provisions in customer contracts.

(r) *Pension Plans*

The Authority is a cost-sharing employer that participates in the New York State and Local Employees' Retirement System (NYSLERS), which is a cost-sharing multiple-employer plan in which the participating government employers pool their assets and their obligations to provide defined benefit pensions. The plan assets of this type of plan can be used to pay the pensions of the retirees of any participating employer. The amounts reported by the Authority for its proportionate share of the net pension liability, pension expense and deferred outflows and deferred inflows have been provided by the New York State and Local Employees' Retirement System to employers participating in the NYSLERS in accordance with Statement No. 68, *Accounting and Financial Reporting for Pensions*, and have been determined on the same basis as reported by the NYSLERS. See Note 10 "Pension Plans" of the notes to the consolidated financial statements.

(s) *New Accounting Pronouncements*

In 2017, GASB issued GAS Statement No. 87 (Statement No. 87), *Leases*, which is effective for reporting periods beginning after December 15, 2019. Statement 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 Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Authority is evaluating the impact of Statement No. 87 on its consolidated financial statements.

In June 2015, GASB issued GAS Statement No. 75 (Statement No. 75), Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, which is effective for fiscal years beginning after June 15, 2017. This statement requires governments that provide other postemployment benefits (OPEB) to their employees to recognize their unfunded accrued other postemployment benefits (OPEB) obligation in their financial statements. The Authority is evaluating the impact of Statement No. 75.on its consolidated financial statements

(3) Bond Resolution

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 therefor (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.

(4) Cash and Investments

Investment of the Authority's funds is administered in accordance with the applicable provisions of the Bond Resolution and with the Authority's investment guidelines. These guidelines comply with the New York State Comptroller's investment guidelines for public authorities and were adopted pursuant to Section 2925 of the New York Public Authorities Law.

(a) *Credit Risk*

The Authority's investments are restricted to (a) collateralized certificates of deposit, (b) direct obligations of or obligations guaranteed by the United States of America or the State of New York, (c) obligations issued or guaranteed by certain specified federal agencies and any agency controlled by or supervised by and acting as an instrumentality of the United States government, and (d) obligations of any state or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision which is rated in any of the three highest long-term rating categories, or the highest short-term rating category, by nationally recognized rating agencies. The Authority's investments in the debt securities of Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB) and Federal Home Loan Mortgage Corp. (FHLMC) were rated Aaa by Moody's Investors Services (Moody's), AAA by Fitch Ratings (Fitch) and AA+ by Standard & Poor's (S&P).

(b) *Interest Rate Risk*

Securities that are the subject of repurchase agreements must have a market value at least equal to the cost of the investment. The agreements are limited to a maximum fixed term of five business days and may not

exceed the greater of 5% of the investment portfolio or $100 million. The Authority has no other policies limiting investment maturities.

(c) *Concentration of Credit Risk*

There is no limit on the amount that the Authority may invest in any one issuer; however, investments in authorized certificates of deposit shall not exceed 25% of the Authority's invested funds. At December 31, 2017, the Authority's total investment portfolio of $1,178 million included investments of $379 million (32%), $291 million (25%), $200 million (17%) and $148 million (13%) and $105 million (9%) in securities of FHLB, FNMA, FHLMC and FFCB and other various municipal debt securities, respectively.

At December 31, 2016, the Authority's total investment portfolio of $2,695 million included investments of $406 million (15%), $316 million (12%), $217 million (8%) and $102 million (4%) and $72 million (3%) in securities of FNMA, FHLMC, FHLB and FFCB and other various municipal debt securities, respectively.

(d) *Decommissioning Fund*

The Decommissioning Trust Fund was a fund managed by external investment portfolio managers. Under the Decommissioning Agreements, the Authority made no further contributions to the Decommissioning Funds. The Authority's decommissioning responsibility did not exceed the amounts in each of the Decommissioning Funds. Therefore, the Authority's obligation was not affected by various risks which include credit risk, interest rate risk, and concentration of credit risk. In addition, the Decommissioning Trust Fund was not held within the Trust Estate of the Bond Resolution and therefore was administered under separate investment guidelines from those of the Authority or New York State. The Authority transferred its beneficial interest in the Decommissioning Funds to Entergy on January 30, 2017. See Note 12(c) "Nuclear Plant Divestiture and Related Matters – Nuclear Plant Decommissioning" of notes to the consolidated financial statements.

(e) *Other*

All investments are held by designated custodians in the name of the Authority. The bank balances at December 31, 2017 and 2016 were $58 million and $44 million, respectively, of which $57 million and $43 million, respectively, were uninsured, but were collateralized by assets held by the bank in the name of the Authority. As of December 31, 2016, the Authority had $50 million of investments in repurchase agreements.

Cash and Investments of the Authority at December 31, 2017 and 2016 are as follows:

			Restricted			
December 31, 2017	**Total**	**Total restricted**	**Canal Developemnt Fund**	**WNYEDF, POCR, projects and other**	**Capital fund**	**Unrestricted**
			(In millions)			
Cash and investments:						
Cash and cash equivalents	$ 63	26	8	18	—	37
Other debt securities:						
FNMA	291	2	—	2	—	289
FHLMC	200	30	—	30	11	159
FHLB	379	1	—	1	10	368
FFCB	148	—	—	—	—	148
All other	105	—	—	—	4	101
	1,123	33	—	33	25	1,065
Total investments	1,123	33	—	33	25	1,065
Total cash and investments	$ 1,186	59	8	51	25	1,102
Summary of maturities (years):						
0 – 1	$ 394	59	8	51	25	310
1 – 5	792	—	—	—	—	792
	$ 1,186	59	8	51	25	1,102

Petroleum Overcharge Restitution (POCR) Funds – Legislation enacted into State law from 1995 to 2002, 2007 and 2008 authorized the Authority to utilize petroleum overcharge restitution (POCR) funds and other State funds (Other State Funds), to be made available to the Authority by the State pursuant to the legislation, for a variety of energy-related purposes, with certain funding limitations. The legislation also states that the Authority "shall transfer" equivalent amounts of money to the State prior to dates specified in the legislation. The use of POCR funds is subject to comprehensive Federal regulations and judicial orders, including restrictions on the type of projects that can be financed with POCR funds, the use of funds recovered from such projects and the use of interest and income generated by such funds and projects. Pursuant to the legislation, the Authority is utilizing POCR funds and the Other State Funds to implement various energy services programs that have received all necessary approvals.

The disbursements of the POCR funds and the Other State Funds to the Authority, and the Authority's transfers to the State totaling $60.9 million, took place from 1996 to 2009. The POCR funds are included in restricted funds in the statements of net position. The funds are held in a separate escrow account until they are utilized.

As of December 31, 2017, restricted funds include the POCR fund ($9 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 ($13 million), the Northern New York Economic Development Fund ($3 million) (see Note 13(a) "Commitments and Contingencies – Power Programs") and other ($8 million).

			Restricted			
December 31, 2016	**Total**	**Total restricted**	**Decommissioning Trust Fund**	**WNYEDF, POCR, projects and other**	**Capital fund**	**Unrestricted**
			(In millions)			
Cash and investments:						
Cash and cash equivalents	$ 73	25	—	25	5	43
U.S. government:						
Treasury Notes	5	—	—	—	—	5
GNMA	—	—	—	—	—	—
	5	—	—	—	—	5
Other debt securities:						
FNMA	406	21	—	21	15	370
FHLMC	316	10	—	10	1	305
FHLB	217	—	—	—	10	207
FFCB	102	—	—	—	—	102
All other	72	—	—	—	1	71
	1,113	31	—	31	27	1,055
Portfolio Manager	1,504	1,504	1,504	—	—	—
Total investments	2,622	1,535	1,504	31	27	1,060
Total cash and investments	$ 2,695	1,560	1,504	56	32	1,103
Summary of maturities (years):						
0 – 1	$ 417	56	—	56	31	330
1 – 5	762	—	—	—	—	762
5 – 10	11	—	—	—	—	11
10+	1	—	—	—	1	—
Portfolio manager	1,504	1,504	1,504	—	—	—
	$ 2,695	1,560	1,504	56	32	1,103

As of December 31, 2016, restricted funds include the POCR fund ($9 million), the Lower Manhattan Energy Independence Initiative fund ($6 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing costs ($13 million), the Western New York Economic Development Fund ($20 million), the Northern New York Economic Development Fund ($2 million) (see Note 13(a) "Commitments and Contingencies – Power Programs") and other ($6 million).

(5) Capital Assets

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2017.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 164	—	29	193
Construction in progress	348	271	(54)	565
Total capital assets not being depreciated	512	271	(25)	758
Capital assets, being depreciated:				
Production – Hydro	2,067	34	—	2,101
Production – Gas turbine/combined cycle	2,440	—	(62) (a)	2,378
Transmission	2,163	30	—	2,193
General	1,333	26	(204)	1,155
Canal System	—	14	698	712
Total capital assets being depreciated	8,003	104	432	8,539
Less accumulated depreciation for:				
Production – Hydro	797	35	—	832
Production – Gas turbine/combined cycle	1,082	90	—	1,172
Transmission	1,229	40	—	1,269
General	582	40	(205)	417
Canal System	—	24	141	165
Total accumulated depreciation	3,690	229	(64)	3,855
Net value of capital assets, being depreciated	4,313	(125)	496	4,684
Net value of all capital assets	$ 4,825	146	471	5,442

(a) In 2017, the Authority incurred an impairment loss of $73 million, which consisted of $62 million in capital assets and $11 million of equipment in materials and supplies, related to the replacement of certain combustion turbine equipment with technically superior upgraded components.

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2016.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 160	4	—	164
Construction in progress	428	251	(331)	348
Total capital assets not being depreciated	588	255	(331)	512
Capital assets, being depreciated:				
Production – Hydro	2,000	75	(8)	2,067
Production – Gas turbine/combined cycle	2,427	13	—	2,440
Transmission	2,002	167	(6)	2,163
General	1,245	91	(3)	1,333
Total capital assets being depreciated	7,674	346	(17)	8,003
Less accumulated depreciation for:				
Production – Hydro	770	35	(8)	797
Production – Gas turbine/combined cycle	984	98	—	1,082
Transmission	1,186	48	(5)	1,229
General	544	42	(4)	582
Total accumulated depreciation	3,484	223	(17)	3,690
Net value of capital assets, being depreciated	4,190	123	—	4,313
Net value of all capital assets	$ 4,778	378	(331)	4,825

(6) Long-Term Debt

a. Components

	Amount					redemption date prior to maturity
	2017	2016	Interest rate	Maturity		
	(In millions)					
Senior debt:						
Revenue Bonds (Tax-Exempt):						
Series 2007 A Revenue Bonds:						
Term Bonds	$ 82	$ 82	4.5% to 5.0%	11/15/2047	**	Any date
Series 2007 C Revenue Bonds:						
Serial Bonds	144	176	4.0% to 5.0%	11/15/2018 to 2021		Any date
Series 2011 A Revenue Bonds:						
Serial Bonds	60	62	3.0% to 5.0%	11/15/2018 to 2031	*	11/15/2021
Term Bonds	39	39	4.0% to 5.0%	11/15/2038	**	11/15/2021
Series 2015 A Revenue Bonds:						
Serial Bonds	43	56	2.0% to 5.0%	11/15/2018 to 2020		N/A
Revenue Bonds (Taxable):						
Series 2003 A Revenue Bonds:						
Term Bonds	163	169	5.230% to 5.749%	11/15/2018 to 2033	**	Any date
Series 2007 B Revenue Bonds:						
Term Bonds	239	239	5.905% to 5.985%	11/15/2037 and 2043	**	Any date
Serial Bonds	—	4	5.603%	11/15/2017		N/A
	770	827				
Plus unamortized premium and discount	16	20				
Less deferred refinancing costs	6	6				
	780	841				
Less due in one year	60	57				
Long-term senior debt, net of due in one year	$ 720	$ 784				

* $26.4 million due 2022 is non-callable.

** Bonds are subject to sinking fund provisions.

	Amount			
	2017	**2016**	**Interest rate**	**Maturity**
	(In millions)			
Subordinate debt:				
Subordinated Notes, Series 2017	25	—	2.61% to 4.27%	2022 to 2041
Subordinated Notes, Series 2012	21	22	1.70% to 4.05%	2018 to 2037
Commercial Paper:				
EMCP (Series 1)	5	5	1.00%	2021
	51	27		
Less due within one year	2	1		
	49	26		
Total Long-term debt	831	868		
Less due within one year	62	58		
Long-term debt, net of due in one year	$ 769	$ 810		

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

Senior Debt

As indicated in Note 3 "Bond Resolution" of notes to the consolidated financial statements, the Authority has pledged future revenues to service the Obligations and Parity Debt (Senior Debt) issued under the Bond Resolution. The total principal and interest remaining to be paid on the Senior Debt is $1,282 billion as of December 31, 2017. Principal and interest paid for 2017 and operating income plus depreciation were $101 million and $480 million, respectively. Principal and interest paid for 2016 and operating income plus depreciation were $187 million and $527 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, 2017 and 2016, the current market value of the senior debt was approximately $880 million and $933 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 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds, and the Series 2015 A Revenue Bonds.

In November 2012, the Authority's Trustees authorized the issuance of Subordinated Notes, Series 2012 (Subordinated Notes, Series 2012), in a principal amount not to exceed $30 million for the purpose of accelerating the funding for the State Parks Greenway Fund, which was established pursuant to the Niagara Relicensing Settlement entered into by the Authority and the New York State Office of Parks, Recreation & Historic Preservation. The Authority issued the Subordinated Notes on December 18, 2012 in the amount of $25 million. These Subordinated Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

Commercial Paper – Under the Extendible Municipal Commercial Paper (EMCP) Note Resolution, adopted December 17, 2002, and as subsequently amended and restated, the Authority may issue a series of notes, designated EMCP Notes, Series 1, maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of $200 million (EMCP Notes). It is the Authority's intent to remarket the EMCP Notes as they mature with their ultimate retirement in 2021. The Authority has the option to extend the maturity of the EMCP Notes and would exercise such right in the event there is a failed remarketing. This option serves as a substitute for a liquidity facility for the EMCP Notes.

Under the Commercial Paper Note Resolution adopted June 28, 1994, as subsequently amended and restated, the Authority may issue from time to time a separate series of notes maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of $400 million (Series 1 CP Notes), $450 million (Series 2 CP Notes), $350 million (Series 3 CP Notes) and $220 million (Series 4 CP Notes). See Note 7 of the notes to the financial statements for Series 1, and certain Series 2 and Series 3 CP Notes designated as short-term debt. There were no Series 4 CP Notes outstanding at December 31, 2017.

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 2015 revolving credit agreement, as amended (the amended 2015 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 $600 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1–3 CP Notes. The amended 2015 RCA terminates January 18, 2019. There are no outstanding borrowings under the amended 2015 RCA.

CP Notes and EMCP Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

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 December 31, 2017.

Maturities and Interest Expense:	Long-Term Debt (In millions)			Capitalized Lease Obligations (In millions)		
	Principal	Interest	Total	Principal	Interest	Total
Years ending December 31:						
2018	$ 62	43	105	$ 31	90	121
2019	65	40	105	37	88	125
2020	67	36	103	43	85	128
2021	60	33	93	50	81	131
2022	41	31	72	58	77	135
2023 – 2027	92	133	225	434	294	728
2028 – 2032	139	103	242	492	74	566
2033 – 2037	114	66	180	—	—	—
2038 – 2042	84	39	123	—	—	—
2043 – 2047	97	14	111	—	—	—
	821	538	1,359	1,145	789	1,934
Plus unamortized bond premium	16	—	16	—	—	—
Less deferred refinancing cost	6	—	6	—	—	—
Total	$ 831	538	1,369	$ 1,145	789	1,934

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, 2017 the reset rate would have been 7%.

c. Changes in Noncurrent Liabilities

Changes in the Authority's noncurrent liabilities for the year ended December 31, 2017 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 827	—	57	770	60
Subtotal	827	—	57	770	60
Subordinate debt:					
Subordinated Notes, Series 2017	—	25	—	25	1
Subordinated Notes, Series 2012	22	—	1	21	1
Commercial paper	5	—		5	—
Subtotal	27	25	1	51	2
Net unamortized discounts/ premiums and deferred losses	14	—	4	10	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 868	25	62	831	62
Other noncurrent liabilities:					
Capitalized lease obligation	$ 1,144	—	30	1,114	31
Disposal of nuclear fuel	217	2	—	219	—
Relicensing	270	18	38	250	—
Other	227	76	—	303	—
Total other noncurrent liabilities	$ 1,858	96	68	1,886	31

Changes in the Authority's long-term liabilities for the year ended December 31, 2016 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 882		55	827	57
Adjustable rate tender notes	86	—	86	—	—
Subtotal	968	—	141	827	57
Subordinate debt:					
Subordinated Notes, Series 2012	22	—	—	22	1
Commercial paper	44	—	39	5	—
Subtotal	66	—	39	27	1
Net unamortized discounts/ premiums and deferred losses	18	—	4	14	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 1,052	—	184	868	58
Other noncurrent liabilities:					
Capitalized lease obligation	$ 1,169	—	25	1,144	25
Nuclear decommissioning	1,430	74	1,504	—	1,504
Disposal of nuclear fuel	217	—	—	217	—
Relicensing	270	18	18	270	—
Other	153	155	81	227	—
Total other noncurrent liabilities	$ 3,239	247	1,628	1,858	1,529

(7) Short-Term Debt

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

	December 31,			
	2017		2016	
	Availability	Outstanding	Availability	Outstanding
	(In millions)			
CP Notes (Series 1)	$ 225	$ 175	$ 176	$ 224
CP Notes (Series 2)	162	288	180	270
CP Notes (Series 3)	328	22	328	22

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.

The changes in short-term debt are as follows:

	Beginning balance	Increases	Decreases	Ending balance
		(In millions)		
Year:				
2017	$ 516	83	114	485
2016	$ 528	109	121	516

(8) Risk Management and Hedging Activities

Overview

The Authority purchases insurance coverage for its operations, and in certain instances, is self-insured. Property insurance protects the various real and personal property owned by the Authority and the property of others while in the care, custody and control of the Authority for which the Authority may be held liable. Liability insurance protects the Authority from third-party liability related to its operations, including general liability, automobile, aircraft, marine and various bonds. 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 and the physical damage claims for its owned and leased vehicles. The Authority is also self-insured for portions of its medical, dental and workers' compensation insurance programs. The Authority pursues subrogation claims as appropriate against any entities that cause damage to its property.

Another aspect of the Authority's risk management program is to manage risk and related volatility on its earnings and cash flows associated with electric energy prices, fuel prices, electric capacity prices and interest rates. 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 (many of the Authority's customer contracts provide for the complete or partial pass-through of these costs), the Authority hedges market risks through the use of financial derivative instruments and/or physical forward contracts. Hedges are transacted by the Authority to mitigate volatility in the cost of energy or related products needed to meet customer needs; to mitigate risk related to the price of energy and related products sold by the Authority; to mitigate risk related to margins (electric sales versus fuel use) where the Authority owns generation or other capacity; and mitigation of geographic cost differentials of energy procured or sold for transmission or transportation to an ultimate location. Commodities to be hedged include, but are not limited to, natural gas, natural gas basis, electric energy, electric capacity and congestion costs associated with the transmission of electricity.

To achieve the Authority's risk management program objectives, the Authority's Trustees have authorized the use of various interest rate, energy, and fuel derivative instruments for hedging purposes that are considered derivatives under GAS No. 53, *Accounting and Financial Reporting for Derivative Instruments* (GAS No. 53).

The fair values of all Authority derivative instruments, as defined by GAS No. 53, are reported in current and noncurrent assets or liabilities on the statements of net position as risk management activities. For designated hedging derivative instruments, changes in the fair values are deferred and classified as deferred outflows or deferred inflows on the statements of net position. For renewable energy derivative instruments, designated as investment derivative instruments, changes in fair value are deferred as regulatory assets or liabilities, as they are recoverable from customers by contractual agreements. The fair value for over-the-counter and exchange-traded energy, renewable energy, natural gas and capacity derivative instruments are determined by the latest end-of-trading-month forward prices over the lifetime of each outstanding energy derivative instrument using the prices published by Standard & Poor's Global Platt's ("Platts") or internal pricing models.

Derivative Instruments

The following table shows the fair value of outstanding derivative instruments for 2017 and 2016:

Derivative instrument description	Fair value balance December 31, 2016	Net change in fair value	Fair value balance December 31, 2017	Type of hedge or transaction	Financial statement classification for changes in fair value	Notional amount December 31, 2017	Unit of Measure
			($ in millions)				
Energy swaps	15	(13)	2	Cash Flow	Deferred inflow	(4,517,985)	MWh
Renewable energy swaps	(8)	8	—	Investment	Regulatory Asset	—	MWh
Energy capacity futures	13	(7)	6	Cash Flow	Deferred inflow	(9,125,000)	KWm
Fuel futures/swaps	2	(2)	—	Cash Flow	Deferred inflow	—	MMBtu
Totals	$ 22	$ (14)	$ 8				

Energy swaps – The Authority has outstanding short-term forward energy swaps to manage the revenue stream of forecasted merchant hydro sales and the cost of forecasted purchased power requirements and transmission congestion for certain business customers through 2020. Net settlement receipts were $39.7 million and $21.3 million in 2017 and 2016, respectively.

Renewable energy swaps – The Authority had outstanding long-term forward energy swaps and purchase agreements based upon a portion of the generation of the counterparties' wind-farm-power-generating facilities through 2017. The fixed price ranged from $74 to $75 per MWh and included the purchase of the related environmental attributes. The intent of the swaps and purchase agreements was to assist certain customers in

acquiring and investing in wind power and related environmental attributes to satisfy certain New York State mandates to support renewable energy. Net settlement payments were $8.3 million and $8.7 million in 2017 and 2016, respectively. The Authority recovered any net settlements through specific contractual agreements with customers.

Energy capacity futures – The Authority has outstanding forward installed capacity futures intended to mitigate the volatility of market prices for transactions in the NYISO markets through 2019. Net settlement receipts were $23.1 million and $5.4 million in 2017 and 2016, respectively.

Fuel futures/swaps – The Authority had outstanding forward natural gas futures, intended to mitigate the volatility of market prices for fuel to operate certain electrical generating facilities in 2017 and 2016 for the benefit of certain of the Authority's customers. Net settlement payments were $ 6.1 and $2.4 million in 2017 and 2016, respectively.

Other – The Authority from time to time enters into certain derivative instruments that may become ineffective as hedging instruments 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. The fair value of these derivative instruments was insignificant to the Authority's 2017 and 2016 financial statements.

Counterparty Credit Risk

The Authority's policy regarding the creditworthiness of counterparties for interest rate derivative instruments is defined in the Bond Resolution. The policy requires that such counterparties be rated in at least the third highest rating category for each appropriate rating agency maintaining a rating for qualified swap providers at the time the derivative instrument is executed or have a guarantee from another appropriate entity or an opinion from the rating agencies that the underlying bonds or notes will not be downgraded on the derivative instrument alone. The Authority's Board of Trustees has adopted a Policy for the Use of Interest Rate Exchange Agreements which provides the overall framework for delegation of authority; allowable interest rate hedging instruments; counterparty qualifications and diversification as well as reporting standards.

The Authority also imposes thresholds, based upon agency-published credit ratings and/or analysis, for unsecured credit that can be extended to counterparties to the Authority's commodity derivative transactions. The thresholds are established in bilateral credit support agreements with counterparties and require collateralization of market values in excess of the thresholds. In addition, the Authority regularly monitors each counterparty's market-implied credit ratings and financial ratios and the Authority can restrict transactions with counterparties on the basis of that monitoring, even if the applicable unsecured credit threshold is not exceeded.

Based upon the fair values as of December 31, 2017, 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 basis risk on its pay-fixed interest rate swaps since it receives variable-rate payments on these hedging derivative instruments based upon indexes which differ from the actual interest rates the Authority pays on its variable-rate debt. The Authority remarkets its Notes at rates that approximate SIFMA and LIBOR after considering other factors such as the Authority's creditworthiness.

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 incur costs as a result of the hedging derivative instrument's inability to offset the delivery price of the related energy.

Rollover risk – Certain commodity derivative instruments are based upon projected future customer loads or facility operations. Beyond the terms of these derivative instruments, the Authority is subject to the corresponding market volatilities.

Termination risk – The Authority or its counterparties may terminate a derivative instrument agreement if either party fails to perform under the terms of the agreement. The risk that such termination may occur at a time which may be disadvantageous to the Authority has been mitigated by including certain terms in these agreements by which the counterparty has the right to terminate only as a result of certain events, which includes a payment default by the Authority; other Authority defaults which remain uncured within a defined time-frame after notice; bankruptcy or insolvency of the Authority (or similar events); or a downgrade of the Authority's credit rating below investment grade. If at the time of termination the Authority has a liability position, related to its hedging derivative instruments, the Authority would be liable to the counterparty for a payment equal to the liability, subject to netting arrangements.

Market access risk – The Authority remarkets its CP Notes on a continuous basis. Should the market experience a disruption or dislocation, the Authority may be unable to remarket its Notes for a period of time. To mitigate this risk, the Authority has entered into liquidity facilities with highly rated banks to provide loans to support the CP Note programs. See Note 6 "Long-Term Debt" of the notes to the consolidated financial statements.

Dodd Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (DF Act) addresses, among other things, interest rate and 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 still being promulgated, 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

The Authority adopted GAS Statement No. 72, *Fair Value Measurement and Application* during the year ended December 31, 2016 (GAS No. 72). GAS No. 72 provides guidance for determining fair value measurements and requires disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques for certain assets and liabilities. The implementation of this standard does not have a material effect on the Authority's reporting as the fair value measurement is already maintained by the Authority. The Authority's investments and derivatives are recorded at fair value as of December 31, 2017 and 2016.

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 hierarchy is based upon pricing transparency and is not necessarily an indication of the Authority's perceived risk of that instrument.

The following describes the hierarchy of inputs used 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 a government 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 government's own data.

The following describes the valuation methodologies used 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.

- Common trust fund – Effective January 30, 2017, the Authority transferred its beneficial interest in the Decommissioning Funds to Entergy (see Note 12(c) "Nuclear Plant Divestiture and Related Matters – Nuclear Plant Decommissioning" of notes to the consolidated financial statements). As of December 31, 2016, the common trust fund represented the Nuclear Decommissioning Trust Fund (see Note 4(d) "Cash and Investments – Decommissioning Fund" of notes to the consolidated financial statements). The fair value of the common trust fund as of December 31, 2016, was primarily derived from the quoted prices in active markets on the underlying securities. The trust fund is a balance account that invests in a mix of asset classes, either directly through purchases of debt and equity securities, exchange-traded funds, and other collective funds.

- Derivative instruments – The Authority hedges market risks through the use of financial 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, renewable energy, natural gas and natural gas transportation 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 PSC's publications.

The following tables summarize the Authority's assets and liabilities within the fair value hierarchy at December 31, 2017 and December 31, 2016:

	Fair Value Measurements (in millions)			
December 31, 2017	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
Cash and cash equivalents	$ 63	$ 63	$ -	$ -
Federal Agency securities:				
FNMA	291	-	291	-
FHLMC	200	-	200	-
FHLB	379	-	379	-
FFCB	148	-	148	-
Municipal Bonds	102	-	102	-
All other	3	-	-	3
Total cash and investments at fair value	1,186	63	1,120	3
Derivative instruments:(a)				
Energy swaps	2	-	2	-
Energy capacity futures	6	-	-	6
Total derivatives assets at fair value	8	-	2	6
Total Assets at Fair Value	**$** 1,194	$ 63	$ 1,122	$ 9

	Fair Value Measurements (in millions)			
December 31, 2016	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
Cash and cash equivalents	$ 73	$ 73	$ -	$ -
U.S. government:				
US Treasury Notes	5	5	-	-
Federal Agency securities:				
FNMA	406	-	406	-
FHLMC	316	-	316	-
FHLB	217	-	217	-
FFCB	102	-	102	-
Municipal Bonds	68	-	68	-
All other	4	-	-	4
Common trust fund	1,504	-	1,504	-
Total cash and investments at fair value	2,695	78	2,613	4
Derivative instruments:(a)				
Energy/Electric - swaps	15	-	15	-
Energy capacity futures	13	-	-	13
Fuel futures/swaps	2	-	2	-
Total derivatives assets at fair value	30	-	17	13
Total Assets at Fair Value	$ 2,725	$ 78	$ 2,630	$ 17
Liabilities				
Derivative instruments:(a)				
Renewal energy swaps	$ 8	$ -	$ 8	$ -
Total derivative liability at fair value	8	-	8	-
Total Liabilities at Fair Value	$ 8	$ -	$ 8	$ -

(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, 2017 and 2016, 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 percent of final average salary (FAS) times the number of years of service, for members who retire with less than 20 years of service, and 2 percent of FAS for members who retiree 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, 2017 was 15%. The average contribution rates relative to payroll for the NYSLERS fiscal years ending March 31, 2018 and 2019 have been set at approximately 15% for both years. The required contributions for 2017 and 2016 were $28 million and $24 million, respectively. The Authority's contributions to the NYSLERS were equal to 100% of the required contributions for each year.

The NYSLERS and the Plan issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Employees' Retirement System, 110 State Street, Albany, NY 12244 or may be found on the internet at www.osc.state.ny.us/retire/publications/index.php.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2017, the Authority reported a liability of $68 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, 2017 (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, 2017, the Authority's proportion percentage (0.637%) of the net pension liability changed slightly compared to its proportion measured as of March 31, 2016 (0.595%). The Canal Corporation's proportionate share was 0.08% as of March 31, 2017.

For the year ended December 31, 2017 and 2016, the Authority recognized pension expense of $38 million and $34 million, respectively. At December 31, 2017, 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	$ 2	$ 10
Net difference between projected and actual earnings on investments	13	–
Change of assumptions	23	–
Net difference between employer contributions and proportionate share of contributions	–	–
Employer contributions subsequent to the measurement date	28	–
Total	$ 66	$ 10

The $28 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, 2018. 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,	
2018	$ 13
2019	13
2020	12
2021	(10)
Total	$ 28

Actuarial Assumptions

The NYSLERS total pension liability at March 31, 2017 was determined by using the NYSLERS actuarial valuation as of April 1, 2016 with updated procedures to roll forward the NYSLERS total pension liability to March 31, 2017. The following actuarial assumptions were used for the April 1, 2016 NYSLERS actuarial valuation:

Actuarial cost method:	Entry age normal
Inflation rate:	2.5%
Salary increases:	3.8% annually
Investment rate of return:	7.0% compounded annually, net of investment
Cost of living adjustments:	1.3 % annually

The NYSLERS Annuitant mortality rates are based on April 1, 2010 – March 31, 2015 NYSLERS experience with adjustments for mortality improvements based on the Society of Actuaries' Scale MP-2014. The actuarial assumptions used in the April 1, 2016 valuation are based on the results of an actuarial experience study for the period April 1, 2010 – March 31, 2015.

The NYSLERS long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2017 are summarized below.

Long-Term Expected Rate of Return

Asset Type	Target Allocation	Long-term Expected Real Rate
Domestic Equity	36%	4.55%
International Equity	14	6.35
Private Equity	10	7.75
Real Estate	10	5.80
Absolute Return	2	4.00
Opportunistic Portfolio	3	5.89
Real Asset	3	5.54
Bonds and Mortgages	17	1.31
Cash	1	(0.25)
Inflation Indexed Bonds	4	1.50
	100%	

Discount Rate

The NYSLERS discount rate used to calculate the total pension liability for the March 31, 2017 and 2016 measurement date was 7.0%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the NYSLERS fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0 percent) or one percentage point higher (8.0 percent) than the current rate:

	1% Decrease	Current Assumption	1% Increase
Discount rate	6.0%	7.0%	8.0%
The Authority's proportionate share of the net pension liability (asset)	$ 215 million	$ 67 million	$ (58) million

The NYSLERS actuary has not recommended any future changes to the actuarial assumptions used in the NYSLERS April 1, 2016 actuarial valuation.

(11) Other Postemployment Benefits, Deferred Compensation and Savings

(a) *Other Postemployment Benefits (OPEB)*

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. 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. Approximately 4,600 participants, including 1,800 current employees and 2,800 retired employees and/or spouses and dependents of retired employees, were eligible to receive these benefits at December 31, 2017. The Power Authority's post-retirement health care trust does not issue a stand-alone financial report.

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 funding of the Power Authority's annual OPEB contribution is at the discretion of management as approved by the Board of Trustees. The retirees' health plan was 90% funded as of December 31, 2017 and 81% funded as of the Power Authority's most recent actuarial valuation date January 1, 2016. The Power Authority made no contributions in 2017 and 2016 to the OPEB Trust.

The net OPEB asset of $40 million is reported in miscellaneous receivables current in the statements of net position at December 31, 2017. The net OPEB asset of $58 million, which consists of $15 million current assets and $43 million noncurrent assets, is reported in miscellaneous receivables and other and other long-term assets, respectively, in the statements of net position at December 31, 2016.

The Power Authority's annual OPEB cost for 2017 was $40 million, which is reflected as an operations expense in the statements of revenues, expenses, and changes in net position. The Power Authority's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GAS No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. As indicated herein, the Power Authority uses a 20-year amortization period.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. The Power Authority's most recent actuarial valuation was performed as of January 1, 2016 and resulted in an actuarial accrued liability of $600 million which was funded with assets totaling $483 million indicating that the Authority's retiree health plan was 81% funded as of the valuation date. As of December 31, 2017 and 2016, the balance in the OPEB Trust was $603 million and $517 million, respectively, and the actuarial accrued liability was $671 million and $632 million, respectively.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of

each valuation. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. In the 2016 actuarial valuation, the projected unit credit actuarial cost method was used with benefits attributed to full eligibility. The actuarial assumptions included a 7% investment rate of return (net of administrative expenses) and an annual healthcare cost trend rate of approximately 7.5 % (net of administrative expenses), including inflation, declining approximately 1/4% each year to an ultimate trend rate of approximately 4.5%. Both the cost trend rate and the ultimate trend rate include a 3% inflation assumption. The Power Authority amortizes actuarial gains and losses over an open 20-year period while continuing to amortize its initial unfunded accrued liability over a closed 20-year period.

Canal Corporation — The Canal Corporation provides health care and death benefits 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), an Agent Multiple-Employer plan. NYSHIP is administered through the Department of Civil Service. NYSHIP does not issue a standalone financial report since there are no assets legally segregated for the sole purpose of paying benefits under the plan.

To be eligible an employee must (1) retiree as a member of NYSHIP, 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. Approximately 850 participants, including 430 current employees and 420 retired employees and/or spouses and dependents of retired employees, were eligible to receive these benefits at December 31, 2017.

The Canal Corporation’s OPEB costs of $17 million is included as an operations expense in the consolidated statements of revenues, expenses, and changes in net position for the year ended December 31, 2017. The Canal Corporation’s net OPEB obligation of $103 million is recorded in the Authority’s statements of net position in other long-term liabilities. As of December 31, 2017, the Canal Corporation’s unfunded actuarial accrued liability was $240 million.

The following table shows the components of the Authority's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation.

	2017			2016
	NYPA	Canal	Total	NYPA
		(In millions)		
Annual OPEB cost:				
Annual required contribution (ARC):				
Normal cost	$ 16	$ 9	$ 25	$ 15
Amortization payment	17	9	26	18
Total	33	18	51	33
ARC adjustment	12	(4)	8	11
Interest on net OPEB obligation	(5)	3	(2)	(5)
Annual OPEB cost	$ 40	$ 17	$ 57	$ 39
Net OPEB obligation:				
Net OPEB (asset) obligation at beginning of fiscal year	$ (58)	$ 91	$ 33	$ (73)
Annual OPEB cost	40	17	57	39
Employer contribution:				
Benefit payments for retirees during the year	(22)	(5)	(27)	(24)
Total employer contribution	(22)	(5)	(27)	(24)
Net OPEB (asset) obligation at end of fiscal year	$ (40)	$ 103	$ 63	$ (58)

(b) *Deferred Compensation and Savings Plans*

The Power Authority offers union employees and salaried employees a deferred compensation plan created in accordance with Internal Revenue Code, Section 457. This plan permits participants to defer a portion of their salaries until future years. Amounts deferred under the plan are not available to employees or beneficiaries until termination, retirement, death or unforeseeable emergency.

The Power Authority also offers salaried employees a savings plan created in accordance with Internal Revenue Code, Section 401(k). This plan also permits participants to defer a portion of their salaries. The Power Authority matches contributions of employees up to limits specified in the plan. Matching annual contributions were approximately $3.3 million and $3.1 million for 2017 and 2016, 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

(a) *Nuclear Plant Divestiture*

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).

(b) *Nuclear Fuel Disposal*

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. The Power Authority remains liable to Entergy for the pre-1983 spent fuel obligation (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, 2017 and 2016, the liability to Entergy totaled $219 million and $217 million, respectively.

(c) *Nuclear Plant Decommissioning*

In connection with the Power Authority's sale of the nuclear plants, the Power Authority entered into a Decommissioning Agreement with each of the Entergy Subsidiaries relating to the responsibility for decommissioning the JAF and IP3 nuclear plants (Decommissioning Agreements). The Decommissioning Agreements contained provisions dealing with the decommissioning funds (Decommissioning Funds), which were maintained by the Power Authority under a master decommissioning trust agreement, as well as certain rights and obligations with respect to decommissioning of the plants.

In August 2016, the Power Authority entered into certain agreements with Entergy Nuclear Operations, Inc. and the Entergy Subsidiaries related to the proposed sale of JAF by Entergy to Exelon Generation Company, LLC. Such agreements provided for the transfer, subject to approval by the Nuclear Regulatory Commission (NRC), from the Power Authority to Entergy of the beneficial interest in the Decommissioning Funds relating to JAF and IP3, as well as all remaining nuclear decommissioning financial obligations under the Decommissioning Agreements,. The Power Authority remains liable for the pre-1983 spent fuel obligation described in Note 12(b) "Nuclear Plant Divestiture and Related Matters – Nuclear Fuel Disposal" above. In addition, the Authority provided a standby letter of credit to Entergy Nuclear Fitzpatrick, LLC in the amount of $35 million, which may be drawn upon by the beneficiary upon certain conditions. The letter of credit was undrawn and terminated in January 2017.

On January 30, 2017, following the issuance of an NRC order approving the transfer, the Power Authority transferred its beneficial interest in the Decommissioning Funds to Entergy. On the transfer date, the Decommissioning Funds had a market value of approximately $1.519 billion.

(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 RNYPP replaced two other programs, the Power for Jobs (PFJ) and Energy Cost Savings Benefit (ECSB) Programs, which had extended benefits of low-cost power to certain businesses, small businesses and not-for-profit organizations. Those PFJ and ECSB Program customers who were in substantial compliance with contractual commitments under the PFJ and ECSB Programs and who applied but did not receive RNYPP allocations are eligible to apply for transitional electricity discounts, as provided for in Chapter 60. This transitional electricity discounts program provided for declining levels of discounts through June 30, 2016, when the program terminated, if payment of such discounts was deemed feasible and advisable by the Authority's Trustees. As of December 31, 2017, the Authority's Trustees have authorized transitional electricity discount payments of up to $20 million for the period from July 1, 2012 and June 30, 2016. As of December 31, 2017, approximately $12 million of such discounts have been paid with approximately an additional $2 million in payments remaining to be made.

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 $504 million through December 2017 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, 2017, totaling cumulatively $90 million. Operations and maintenance expenses included $30 million and $43 million of residential consumer discounts in the years ended December 31, 2017 and 2016, respectively.

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 $62 million in net earnings, calculated for the period August 30, 2010 through December 31, 2017 as provided in the legislation, for deposit into the Fund. As of December 31, 2017, $42 million has been deposited into the Fund. As of December 31, 2017, the Authority has approved awards of Fund money totaling approximately $35 million to businesses that have proposed eligible projects and has made payments totaling $29 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, 2017, the Authority's Trustees approved the release of funds, of up to $10 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, 2017. As of December 31, 2017, approximately $3 million has been deposited into the Fund. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

(b) *Governmental Customers in the New York City Metropolitan Area*

In 2005, the Authority and its eleven NYC Governmental Customers, including the Metropolitan Transportation Authority, the City of New York, the Port Authority of New York and New Jersey (Port Authority), the New York City Housing Authority, and the New York State Office of General Services, entered into long-term supplemental electricity supply agreements (2005 LTAs) with a term through December 31, 2017. Under the 2005 LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2017.

Under the 2005 LTAs, the Authority and the NYC Governmental Customers modified rates through an annual process based on cost of service principles.

In early 2018, the Authority executed new supplemental long-term electricity supply agreements (2018 LTAs) with nine of its eleven NYC Governmental Customers. Negotiations are ongoing with the remaining two NYC Governmental Customers.

Under the 2018 LTAs, effective January 1, 2018, the NYC Governmental Customers who have signed on have 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 2018 LTAs, fixed costs were set for each customer and are subject to renegotiation after five years. 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.

In anticipation of the closure of the Authority's Poletti plant in 2010, the Authority, in 2007, issued a nonbinding request for proposals for up to 500 MW of in-city unforced capacity and optional energy to serve the needs of its NYC Governmental Customers. This process, which included approval of the NYC Governmental Customers, resulted in a long-term electricity supply contract in 2008 between the Authority and Astoria Energy II LLC for the purchase of the output of Astoria Energy II, a new 550-MW plant, which was constructed and entered into commercial operation on July 1, 2011 in Astoria, Queens. The costs associated with the contract will be borne by these customers for the life of the Astoria Energy II contract. The Authority is accounting for and reporting this lease transaction as a capital lease in the amount of $1,145 billion as of December 31, 2017, 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. Fuel for the plant is provided by the Authority and the costs thereof are being recovered from the NYC Governmental Customers.

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 which would have entitled the Authority to 75% of the Line's 660 MW capacity, or 495 MW, for 20 years. The Authority's capacity payment obligations under the FTCPA began upon the Line's commencement of commercial operation, which occurred on June 3, 2013. Also upon commercial operation, the FTCPA obligates the Authority to reimburse HTP for the cost of interconnection and transmission upgrades in New York and New Jersey associated with the Line and to pay for all remaining upgrade costs as they are incurred. Such interconnection and transmission upgrades have been completed. As of December 31, 2017, the Authority paid approximately $336 million of such costs related to the interconnection and transmission upgrades. The Authority's obligations under the FTCPA also include payment of the Regional Transmission Enhancement Plan (RTEP) charges allocated to HTP in accordance with the PJM tariff. Such RTEP costs are significant and are discussed 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 2017, the Authority estimated that its under-recovery of costs under the FTCPA could be in the range of approximately $84 million to $92 million per year over the next five years. The under-recovery estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades, and energy and capacity revenues.

PJM's RTEP cost allocation methodology for certain upgrades, such as the Bergen-Linden Corridor (BLC) project built by Public Service Electric & Gas Company (PSE&G) in New Jersey, is being challenged at FERC in numerous proceedings by Con Edison, the Authority, HTP and other parties on the grounds that PJM has disproportionately allocated the costs of those projects to those parties. In a separate FERC proceeding, the Authority challenged the RTEP share of the BLC project costs allocated to HTP that were effective May 1, 2017 as a result of Con Edison's termination of its PJM firm transmission rights. The cost allocations shifted approximately $533 million in RTEP charges for the BLC project that had previously been allocated to Con Edison to HTP. Such costs are in addition to the $111 million in RTEP charges for the BLC project that had been previously allocated to HTP. RTEP costs relating to the BLC project would be paid over a number of years after construction commenced in 2017. Phase I of the BLC project June 2016, Phase II was completed in the spring of 2017 and Phase III is scheduled to be completed in June 2018.

From June 2013 through December 2017, the Authority has paid approximately $90 million in RTEP charges for the Line, including the BLC project. The Authority believes that based on the FERC Order dated December 15, 2017 permitting HTP to relinquish its firm rights on the HTP Line, coupled with corresponding PJM updates to its cost allocations for 2018, RTEP charges should not be imposed on the Authority from 2018 onward. However, the December 15, 2017 order has been challenged by various PJM transmission owners and the New Jersey Board of Public Utilities ("NJBPU"). Moreover, the NJBPU filed a complaint at FERC on December 22, 2017 regarding the regional cost allocation treatment affecting PJM and NYISO.

On March 31, 2017, the Authority and HTP executed an amendment to the FTCPA. In exchange for the Authority extending the cure period for HTP to replace underwater cables that have been subject to failure and which have resulted in the Line being out of service, under the amended FTCPA the Authority will receive: (1) rights to direct HTP to take necessary actions to withdraw, cancel or terminate the 320 MW of Firm Transmission Withdrawal Rights (FTWRs), which form the basis for the RTEP cost allocations to HTP, to eliminate future RTEP costs; (2) rights to direct HTP to later reapply for and reacquire these FTWRs on the Authority's behalf; (3) guarantee that if PJM RTEP assessments cannot be eliminated despite HTP's efforts to withdraw, cancel or terminate the FTWRs, that HTP will cancel its interconnection service agreement (ISA) to physically disconnect the Line from the PJM transmission system, causing termination of all RTEP allocations; (4) based upon RTEP costs already paid, an immediate $40 million increase in the size of the tracking account that is used to offset the cost to purchase the Line at the end of the FTCPA term, at the Authority's option, and (5) shared rights to direct power on the Line in the opposite direction of its current flow should market conditions present revenue opportunities for selling capacity and energy from New York to New Jersey. Contingent upon the successful satisfactory reduction or complete elimination of the Authority's obligation for RTEP charges, and HTP's completion of the cable replacement (or demonstration that it is in the process of completing the cable replacement), the Authority will increase the portion leased by the Authority from 75% to 87.12% of the Line's capacity, bringing the total capacity of the line leased from 495 MW to 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 estimates that increasing the leased portion of the line to 87.12% will increase its capacity payments by approximately $6 million to $9 million per year over the term of the FTCPA.

The amended FTCPA allows the Authority to seek to manage its RTEP exposure in two ways. First, the Authority can request HTP to relinquish its 320 MW of FTWRs associated with the Line. The Authority started this process which resulted in PJM's July 2017 FERC filing made at HTP's request to revise the ISA in order to relinquish HTP's FTWRS. As noted above, this led to FERC's December 15, 2017 order granting the relinquishment and subsequent PJM cost allocation updates which zeroed out NYPA's RTEP exposure commencing January 1, 2018. However, these determinations are subject to challenge, and are also questioned in a new complaint filed by the NJBPU, which attacked the December 15 order and other recent FERC decisions on cost allocation affecting both PJM and NYISO. Second, if the RTEP assessments cannot

be eliminated despite HTP's efforts to terminate the FTWRs, the Authority retains the ability to direct HTP to cancel its interconnection agreement and physically disconnect the Line from the PJM transmission system. However, this option is considered less desirable because physical disconnection would eliminate the ability to make energy transactions over the Line when the cable replacement is completed. Lease payments would continue from the Authority to HTP in the event of a physical disconnection directed by the Authority.

(c) *Small, Clean Power Plants*

To meet capacity deficiencies and ongoing load requirements in the New York City metropolitan area that could also adversely affect the statewide electric pool, the Authority has in operation, the Small, Clean Power Plants (SCPPs), consisting of eleven natural-gas-fueled combustion-turbine electric units, each having a nameplate rating of 47 MW at 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.

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. The Authority incurred approximately $34 million in costs arising from this incident. At December 31, 2017, the statement of net position includes approximately $17 million in other long-term assets, reflecting the cost of damages net of insurance recoveries. The Authority believes that it will be able to recover the full amount of its damages through legal proceedings, insurance coverage and contractual obligations.

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.

Legislation enacted into law, as part of the 2000-2001 State budget, as amended up to the present time, has authorized the Authority as deemed feasible and advisable by the trustees, to make a series of voluntary contributions into the State treasury in connection with the PFJ Program and for other purposes as well. The PFJ Program, which had been extended to June 30, 2012, has ended and was replaced by the RNYPP, as discussed above in Note 13(a) "Power Programs" – Recharge New York Power Program" of the notes to the financial statements. Cumulatively through December 31, 2012, the Authority has made voluntary contributions to the State totaling $475 million in connection with the ended PFJ Program.

In 2016, the Authority made contributions to the State of $91 million that were not related to the PFJ Program and which were recorded as nonoperating expenses in the year ended December 31, 2016 statements of revenues, expenses and changes in net position. These contributions were authorized by the Authority's Trustees and were consistent with the related State fiscal year budgets. The 2016 contributions included $26 million that was paid to the State's General Fund and $65 million that was paid to Empire State Development Corporation (ESD). Cumulatively through December 31, 2016, the Authority had made voluntary contributions to the State totaling $763 million in connection unrelated to the PFJ Program.

Temporary Asset Transfers

In addition to the authorization for voluntary contributions, as a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the State's Director of Budget, and the Authority, the Authority agreed to transfer approximately $215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that had been set aside for payment to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage (see Note12(b) "Nuclear Plant and Divestiture – Nuclear Fuel Disposal". The MOU provides for the return of these funds to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of the Authority's payment obligation related to the transfer and disposal of the spent nuclear fuel or September 30, 2017. Further, the MOU provides for the Authority to transfer within 180 days of the enactment of the 2009-2010 State budget $103 million of funds set aside for future construction projects (Asset A), which amounts would be returned to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of when required for operating, capital or debt service obligations of the Authority or September 30, 2014. In February 2009, the Authority's Trustees authorized the execution of the MOU relating to the temporary

transfers of Asset B ($215 million) and Asset A ($103 million) and such transfers were made in March 2009 and September 2009, respectively, following Trustee approval.

The MOU provides that the obligation of the State to return all or a portion of an amount equal to the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. Further, the MOU provides that as a condition to any such appropriation for the return of the moneys earlier than September 30, 2017 for the Spent Nuclear Fuel Reserves and earlier than September 30, 2014 for the construction projects, the Authority must certify that the monies available to the Authority are not sufficient to satisfy the purposes for which the reserves, which are the source of the funds for the transfer, were established.

In lieu of interest payments, the State has waived certain future payments from the Authority to the State. The waived payments include the Authority's obligation to pay until September 30, 2017 the amounts to which the State is entitled under a governmental cost recovery process for the costs of central governmental services. These payments would have been approximately $5 million per year based on current estimates but the waiver is limited to a maximum of $45 million in the aggregate during the period. Further, the obligation to make payments in support of certain State park properties and for the upkeep of State lands adjacent to the Niagara and St. Lawrence power plants is waived from April 1, 2011 to March 31, 2017. These payments would have been approximately $8 million per year but the waiver would be limited to a maximum of $43 million for the period. The present value of the waivers approximates the present value of the forgone interest income.

On April 24, 2014, the Authority and the State executed an Amendment to the MOU which provides that the State shall, subject to appropriation by the State Legislature, return the $103 million (Asset A) in five installments in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $18 million for State Fiscal Year 2014-2015; (2) $21 million for State Fiscal Year 2015-2016; (3) $21 million for State Fiscal Year 2016-2017; (4) $21 million for State Fiscal Year 2017-2018; and (5) $22 million for State Fiscal Year 2018-2019. By its terms, the Amendment to the MOU became effective when it was approved and ratified by the Authority's Board of Trustees on July 29, 2014. The Authority has received cumulative installment payments of $81 million as of December 31, 2017.

The Authority and the State executed a Second Amendment to the MOU, dated as of June 30, 2017, that provides for the return to the Authority of the $215 million (Asset B) in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $22 million for State Fiscal Year 2017-18, (2) $21 million for State Fiscal Year 2018-19, (3) $43 million for State Fiscal Year 2019-20, (4) $43 million for State Fiscal Year 2020-21, (5) $43 million for State Fiscal Year 2021-22, and (6) $43 million for State Fiscal Year 2022-23. The obligation of the State to return the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. The Authority received the first installment payment of $22 million in September 2017. The Assets A and B transfers are reported in miscellaneous receivables and other ($43 million as of December 31, 2017 and 2016) and in other noncurrent assets ($172 million and $215 million at December 31, 2017 and December 31, 2017, respectively) in the statements of net position.

In the Second Amendment to the MOU the Authority and the State agree to enter into alternative cost recovery agreements for each of State Fiscal Year 2017-2018 through State Fiscal Year 2022-2023 that the asset transfers have not been fully returned to the Authority. The alternative cost recovery agreements would relieve the Authority of any obligation to make up to $5 million in cost recovery assessment payments to the State in each year. In the event that the cost recovery assessment for a given year exceeds $5 million, the assessment due from the Authority would be limited to the difference between the assessment and $5 million. The State and the Authority entered into the first such alternative cost recovery agreement dated as of March 31, 2017, with respect to State Fiscal Year 2017-2018. In accordance with such agreement, the Authority was not charged an assessment for such State Fiscal Year.

(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, 2017, the balance in the recorded liability associated with the relicensing on the statement of net position is $274 million ($24 million in current and $250 million in other noncurrent liabilities). As of December 31, 2016, the balance in the recorded liability associated with the relicensing on the statement of net position is $295 million ($25 million in current and $270 million in other noncurrent liabilities).

In addition to internally generated funds, the Authority issued additional debt obligations in October 2007 to fund, among other things, Niagara relicensing costs. The costs associated with the relicensing of the Niagara project, including the debt issued therefore, were incorporated into the cost-based rates of the project beginning in 2007.

New York State Office of Parks, Recreation and Historic Preservation

On July 18, 2005, the Authority executed the Relicensing Settlement Agreement Addressing New License Terms and Conditions ("Settlement Agreement") entered into by several parties to the relicensing of the Niagara Project, including The New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). The Settlement Agreement provides, among other things, for the establishment of a Relicensing Settlement Agreement State Parks Greenway Fund, which is to be funded by the Authority in the amount of $3 million per year to OPRHP for the term of the 50-year License. OPRHP has requested that the Authority accelerate certain of such payments by making a lump sum payment of approximately $25 million to pay for authorized projects. In order to make the lump sum payment, the Authority issued $25.2 million in subordinated notes on February 24, 2017 and made the proceeds available to OPRHP (see Note 6 "Long-Term Debt – Subordinate Debt" of notes to the financial statements).

(g) *St. Lawrence-FDR Relicensing – Local Task Force Agreement*

The St. Lawrence-FDR Power Project No. 2000 Relicensing Agreement ("LGTFSA") between the Authority and the Local Government Task Force ("LGTF") provides for a review of the LGTFSA every ten years to discuss issues not contemplated at the time of relicensing in 2003. The first such review commenced in December 2013. The Authority and the LGTF entered into an agreement effective May 4, 2015 in which the Authority agreed to commit up to $45.1 million over 10 years for certain actions, including to: (1) fund an economic development strategic marketing study (the "Marketing Study"); (2) temporarily reduce electricity costs for certain farms and businesses (the "Discount Program"); (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities.

In July 2016, the Authority's Trustees approved a proposal to terminate the Discount Program early and repurpose funding to be used to support a collaborative marketing effort between the Authority and North Country communities through the St. Lawrence County Economic Development Study Advisory Board created in connection with the Marketing Study at the rate of $2 million/year for five years ($10 million total) commencing in 2017.

At their meeting on July 25, 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.

(h) *Regional Greenhouse Gas Initiative and Air Pollution Rule*

The Regional Greenhouse Gas Initiative (the "RGGI") is a cooperative effort by Northeastern and Mid-Atlantic states, including New York, to reduce carbon dioxide emission levels. Participating states have established a regional carbon dioxide emissions cap from the power section (fossil fuel-fired power plants 25MW or greater). The emissions cap reduces by 2.5% annually until 2020. Central to this initiative is the implementation of a multi-state cap-and-trade program with a market-based emissions trading system. The program requires electricity generators to hold carbon dioxide allowances in a compliance account in a quantity that matches their total emissions of carbon dioxide for the compliance period. The Authority's Flynn plant, the SCPPs, and 500-MW Plant are subject to the RGGI requirements as is the Astoria Energy II plant. The Authority has participated in program auctions to acquire carbon dioxide allowances, which the Authority requires to cover operation of its fossil-fueled power plants and the Astoria Energy II plant, and expects to recover RGGI costs through its power sales revenues. The number of allowances offered in the auction by RGGI cap and trade program was reduced from allowances covering 165 million tons of carbon dioxide emissions in 2013 to 60.3 million tons in 2018), and will decline by 2.5% each year through 2020. On December 19, 2017, the RGGI states released an updated Model Rule that includes an additional 30% regional cap reduction between 2020 and 2030. The Authority is monitoring federal legislation and proposed programs that would impact RGGI.

On August 3, 2015, the United States Environmental Protection Agency ("EPA") released its final Clean Power Plan ("CPP") Rule for existing power plants to reduce carbon dioxide emissions nationwide from electric utility generating units. The EPA's regulations required states, including New York, to submit implementation plans to the EPA and be compliant with carbon dioxide reduction starting in 2022, with the state's final goal to be met in 2030. The CPP Rule was stayed by the U.S. Supreme Court on February 9, 2016 pending disposition of petitions for review before the U.S. Court of Appeals for the District of Columbia Circuit. Thereafter, the D.C. Circuit Court granted EPA's motion to suspend cases challenging the CPP Rule to give the current EPA administration time to review the rule. On October 16, 2017, the EPA published its proposal to repeal CPP in the Federal Register for public comment and hearings. The Authority continues to monitor developments in this area.

During 2011, the EPA issued a series of rulings to establish the Cross-State Air Pollution Rule ("CSAPR"). The CSAPR establishes emission allowance budgets for sulfur dioxide and nitrogen oxides for eastern states, including New York, and requires power plants in those states to hold allowances to cover their emissions. Certain trading of allowances is authorized under the CSAPR. The Authority continues to operate its fossil-fueled plants within the allocated allowances and anticipates that operation of its fossil-fueled plants will not be impacted by CSAPR.

(i) *Certain Solar and Energy Efficiency Initiatives*

In March 2012, the Authority's Trustees authorized up to $30 million in funding over five years for a solar market acceleration program involving solar research, training, and demonstration projects. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with cumulative value of up to approximately $6 million.

In June 2012, the Authority's Trustees authorized up to $30 million in funding over five years for an energy efficiency market acceleration program involving energy efficiency research, demonstration projects, and market development. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of up to approximately $17 million.

In February 2015, the Authority's Trustees authorized up to $12 million in funding over two years for initial implementation of the Five Cities Energy Plans for the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of approximately $8 million.

(j) *Construction Contracts and Net Operating Leases*

Estimated costs to be incurred on outstanding contracts in connection with the Authority's construction programs aggregated approximately $654 million at December 31, 2017.

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, 2017 and 2016 was $2.6 million and $2.1 million, respectively. Commitments under noncancelable operating leases are as follows:

	Total	2018	2019	2020	2021	2022	Thereafter
				(In millions)			
Operating leases	$ 6.8	1.5	1.4	0.9	0.6	0.6	1.8

(k) *Other Developments*

New York Energy Highway

In January 2012, the Governor of New York announced the New York Energy Highway initiative, which is envisioned as a public-private partnership to upgrade and modernize the State's electric power system. The Governor formed a task force comprised of various State officials to oversee implementation of the initiative (Task Force) which is co-chaired by the Authority's President and Chief Executive Officer. In April 2012, the Task Force issued a request for information seeking ideas and proposals in furtherance of the initiative. Approximately 85 organizations responded to the Task Force's request for information and the responses included a large number of different generation and transmission project proposals. Based on the response of all these organizations, the Energy Highway Task Force issued an action plan in October 2012. The resulting Energy Highway Blueprint, calling for public and private investments in the State's energy system of about $5.7 billion over the next five to 10 years, proposed 13 specific actions, divided among four major categories: Expand and Strengthen the System, Accelerate Construction and Repair, Support Clean Energy and Technology Innovation.

In November 2012, the New York Public Service Commission (NYPSC) announced new proceedings addressing various actions described in the Blueprint including (i) the initiation of electric transmission upgrades to move excess power from upstate to downstate (AC Transmission), (ii) the creation of a contingency plan to prepare for a large generator retirement (Generation Retirement Contingency Plan) and (iii) the expansion of natural gas delivery to homeowners and businesses in New York State.

In response to the request for information and the Generation Retirement Contingency Plan and AC Transmission proceedings, the New York Transmission Owners (NYTOs), comprised of the State's largest

private utilities, LIPA, and the Authority, indicated that they were exploring the creation of a new Statewide transmission entity (NY Transco) to pursue development, construction, operation, and ownership of new transmission projects. The NYTOs proposed to the Task Force and to the NYPSC several transmission projects that could be undertaken by a NY Transco entity. Participation of the Authority in the NY Transco would be contingent on the enactment of legislation by the State that enables the Authority to participate. As of the 2017 legislative session, which ended in June 2017, such enabling legislation has not been passed. On November 24, 2014, affiliates of the NYTOs formed a transmission entity (Four-Party Transco) that does not include LIPA or the Authority but would permit their participation should the necessary enabling legislation be passed.

In its November 4, 2013 Generation Retirement Contingency Plan Order, the NYPSC selected three transmission projects (TOTS projects) to be built by Consolidated Edison, New York State Electric and Gas (NYSEG) and the Authority. The NYPSC also requested that the NYTOs seek Federal Energy Regulatory Commission (FERC) approval for the three TOTS projects. On December 4, 2014, the NYTOs on behalf of themselves and the Four-Party Transco filed applications at FERC to permit the transfer of certain transmission assets to the Four-Party Transco. The Four-Party Transco also filed an application for cost allocation and recovery for five projects, including the three TOTS projects. A negotiated settlement of that cost allocation has been approved by FERC. The Authority co-developed one of the TOTS projects, the Marcy-South Series Compensation, with NYSEG and has also completed a negotiated settlement at FERC to recover the costs of its portion of that project.

Build Smart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO 88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent within seven years – an initiative designed to produce significant savings for New York taxpayers, generate jobs, and significantly reduce greenhouse gas emissions. To meet this initiative, the Governor launched Build Smart NY, a plan to strategically implement EO 88 by accelerating priority improvements in energy performance. The Authority has offered to provide $450 million in low-cost financing for this initiative for state owned buildings and an additional $350 million for towns and municipalities. Such low-cost financing would be funded by proceeds of the Authority's commercial paper or another form of debt. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. 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. The team conducts routine outreach and meetings with affected state agencies and has commenced the implementation phase of the Build Smart NY program. As of December 31, 2017, the Authority has in aggregate provided approximately $391 million in financing for energy efficiency projects at State agencies and authorities covered by EO 88.

Clean Energy Standard

On August 1, 2016, the New York Public Service Commission ("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 estimates that it will incur ZEC Purchase Obligation costs under the CES Order of approximately $286 million in aggregate over the 2018-2021 period, of which approximately $26 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, is developing an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. Costs to the Authority are estimated at $20 million over the initial three year period and are not expected to exceed $50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILe participants. On July 25, 2017, the Authority's Trustees authorized capital expenditures in the amount of $20 million for the initial phase of AGILe, which has since commenced.

Certain Projects with the Triborough Bridge and Tunnel Authority

The Authority commenced a project to finance and install multi-purpose energy efficiency and security projects on bridges and tunnels in the New York City metropolitan region in coordination with the Triborough Bridge and Tunnel Authority. The Authority expects to be reimbursed for the cost of this project through State infrastructure and economic development funds.

Moses Adirondack Line

The Authority is moving forward with its plans to replace a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The replacement 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 replacement 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 replacement of obsolete wood pole structures with higher, steel pole structures, as well as replacement 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. The Authority plans to file its application for Article VII approval with the PSC in the first quarter of 2018. The Authority estimates a project cost of $440 million. Construction is expected to take four years and begin in 2019.

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 is anticipated to commence in 2018 and take approximately three years to complete with funding expected to be provided by the Authority. As of December 31, 2017, the Authority's Trustees have approved up to $5.5 million in funding by the Authority. As of December 31, 2017, the Authority has disbursed approximately $4.4 million.

Large-Scale Renewable Program

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and

capacity from eligible large-scale renewable projects with a minimum size of 5MW, 10MW or 20MW, depending on the underlying technology. The goal is to procure 1 million MWh or more for the Authority's governmental customer base. Eligible projects, which may be based within or outside the State, include solar (photovoltaic), wind, hydro-electric and biomass. The Authority is in the process of developing financial strategies for the Large Scale Renewable program, which may include designating the program as a "Separately Financed Project" in accordance with the provisions of the Authority's Bond Resolution. Proposals were due September 8, 2017 and the evaluation period is ongoing.

(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. As of December 31, 2017, the Authority recognized $86 million of costs associated with the transfer of the Canal Corporation to the Authority, including certain reimbursements to the Thruway Authority in respect of calendar year 2016.

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, 2017, the Canal Corporation recognized $2 million in revenues, $93 million in operations and maintenance and $23 million in depreciation expense.

KPMG LLP
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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*

The Board of Trustees
Power Authority of the State of New York:

We have audited, in accordance with auditing standards generally accepted in the United States of America; 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 Power Authority of the State of New York, (the Authority), which comprise the statements of net position as of December 31, 2017, and 2016, and the related statements of revenues, expenses, changes in net position and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated March 20, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements as of and for the year ended December 31, 2017, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported herein under *Government Auditing Standards*.

DRAFT

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 result 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.

(signed) KPMG LLP

New York, NY
March 20, 2018

DRAFT

REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of Funding Progress for the Retiree Health Plan

($ in millions)

The New York Power Authority

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--- Projected Unit Credit Method (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
January 1, 2016	$ 483	$ 600	$ 117	81%	$ 161	73%
January 1, 2014	422	575	153	73	145	105
January 1, 2012	283	517	234	55	143	163

The New York Power Authority has a trust for its OPEB obligations initially funded in the amount of $100 million

Canal Corporation

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--- Projected Unit Credit Method (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
January 1, 2017	$ 0	$ 234	$ 234	0%	$ 22	1,064%

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedules Relating to the Employees' Retirement System Pension Plan

($ in millions)

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
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
2017	$ 28	$ 28	$ –	$ 193	14%
2016	24	24	–	166	15
2015	25	25	–	150	17
2014	28	28	–	148	19
2013	29	29	–	146	20
2012	27	27	–	146	19
2011	21	21	–	141	15
2010	17	17	–	145	12
2009	10	10	–	139	7
2008	12	12	–	139	9
2007	12	12	–	133	9

Exhibit 4g i-B
March 20, 2018

New York Power Authority
Net Income - Actual vs. Budgeted
For The Year ended December 31, 2017
($ in millions)

	Actual	Budget	Variance Favorable/ (Unfavorable)
Operating Revenues			
Customer	$ 1,796	$ 1,948	$ (152)
NYISO Market Revenues	777	827	(50)
	2,573	**2,775**	**(202)**
Operating Expenses			
Purchased Power	557	729	172
Fuel Consumed - Oil & Gas	165	227	62
Wheeling	618	642	24
Operations & Maintenance	753	714	(39)
Depreciation & Amortization	242	261	19
	2,335	**2,573**	**238**
Operating Income	**238**	**202**	**36**
Nonoperating Revenues			
Investment Income	29	19	9
	29	**19**	**9**
Nonoperating Expenses			
Interest and Other Expenses	148	144	(4)
	148	**144**	**(4)**
Net Income	**$ 119**	**$ 77**	**$ 42**

Net Income for the year ended December 31, 2017 was $119 million, which was $42 million higher than the budget of $77 million. The increase in net income was primarily attributable to higher margins on energy ($31 million) and transmission sales ($22 million), lower operating expenses ($39 million), lower depreciation ($19.0 million), and partially offset by the impairment loss ($73) related to the planned replacement of certain combustion turbine equipment with technically superior upgraded components. The higher margin on energy was primarily attributable to higher hydro production (10.2%). The positive transmission variance was primarily due to lower capacity payments on the HTP transmission line. Depreciation was lower due to a transmission rate settlement adjustment and less than planned capital spending. The lower than planned operating expenses reflected underspending in O&M expenses due to less than expected spending in maintenance, consulting, and health insurance costs, and less than anticipated spending in several programs.

EXHBIT 4g ii- A
March 20, 2017

2017 Annual Report on
Investment of Authority Funds

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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 Treasurer and Deputy Treasurer have the responsibility for the investment of Authority funds under the general supervision of the Executive Vice President and Chief Financial Officer. The Treasurer shall ensure that an operating manual is maintained that provides a detailed description of procedures for maintaining records of investment transactions and related information.

III. Investment Goals

The Treasurer and Deputy Treasurer are responsible for maximizing the yield on investments consistent with requirements for safety, liquidity and minimization of risk. Monies will not be invested for terms in excess of the projected use of funds.

IV. Authorized Investments

A. Monies in funds established pursuant to the Resolution shall be invested in Authorized Investments or Authorized Certificates of Deposit, defined as follows:

"Authorized Investments" shall mean:

1. Direct obligations of or obligations guaranteed by the United States of America or the State of New York;

2. Bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage Association (including Participation Certificates), Government National Mortgage Association,

Federal Financing Bank, Federal Home Loan Mortgage Corporation and Federal Home Loan Banks, Federal Housing Administration, Federal Farm Credit Banks Funding Corporation, Federal Farm Credit Banks, Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks or any other agency controlled or supervised by and acting as an instrumentality of the United States government;

3. Obligations of any state of the United States of America or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision that shall be rated at the time of the investment in any of the three highest long-term Rating Categories, as such term is defined in the Resolution, or the highest short-term Rating Category by a Rating Agency, as such term is defined in the Resolution.

4. Public Housing Bonds issued by Public Housing Authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract with the United States of America; or Project Notes issued by Local Public Agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; provided that such Bonds or Notes are guaranteed by the United States of America.

"Authorized Certificate of Deposit" shall mean a certificate of deposit authorized by the Resolution as an "Authorized Investment."

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.

D. The Authority shall file with each qualified dealer a letter agreement that designates the (1) type of authorized investments, (2) Authority employees who are authorized to transact business and (3) delivery instructions for the safekeeping of investments.

E. The Authority shall enter into a written contract with any (1) Dealer from which Authorized Investments are purchased subject to a repurchase agreement and (2) Bank from which Authorized Certificates of Deposit are purchased.

VI. General Policies Governing Investment Transactions

A. Competitive quotations or negotiated prices shall be obtained except in the purchase of government securities at their initial auction or upon initial offering. A minimum of three quotes shall be obtained and documented from Dealers and/ or Banks, except as indicated above, and the most favorable quote accepted. The Treasurer or Deputy Treasurer may waive this requirement on a single-transaction basis only if warranted by market conditions and documented in writing.

B. Authorized Investments purchased shall be either delivered to the Authority's designated custodian or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust

Company, recorded in the Authority's name or in the name of a nominee agent or custodian designated by the Authority on the books of the Federal Reserve Bank of New York or the Depository Trust Company. Payment shall be made to the Dealer or Bank only upon receipt by the Authority's custodian of (1) the securities or (2) in the case of securities held in a book-entry account, written advice or wire confirmation from the Federal Reserve Bank of New York or the Depository Trust Company that the necessary book entry has been made.

C. Each purchase or sale of Authorized Investments or Authorized Certificates of Deposit shall be authorized by the Treasurer or Deputy Treasurer. Investment orders may be placed by Authority employees as designated by the Treasurer. The custodian shall have standing instructions to send a transaction advice to the Authority's Controller for purposes of comparison with internal records. The Controller shall advise the Treasurer of any variances, and the Treasurer shall ensure appropriate corrections are provided.

VII. Policies Concerning Certain Types of Investment Diversification Standards Required

A. Authorized Certificates of Deposit and Time Deposits

1. Authorized Certificates of Deposit and Time Deposits shall be purchased directly from a Bank in the primary market.

2. Authorized Certificates of Deposit and Time Deposits shall be continuously secured/collateralized by Authorized Investments defined in subsection (1) or (2) of Section IV.A., having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such Certificates of Deposit or Time Deposits. Such Authorized Investments shall be segregated in a separate custodian account on behalf of the Authority. Collateral pledged for Certificates of Deposit or Time Deposits held as investments shall be market valued (marked to market) not less than once per week.

3. Investments in Authorized Certificates of Deposit or Time Deposits shall not exceed 25% of the Authority's invested funds. The par value of Authorized Certificates of Deposit purchased from any one Bank shall not exceed $25 million.

B. Repurchase Agreements

The Authority may from time to time elect to enter into arrangements for the purchase and resale of Authorized Investments (known as "Repurchase Agreements"). This type of investment transaction shall be used only when there is no other viable, short-term investment alternative.

1. A Repurchase Agreement shall be transacted only with a Dealer or Bank qualified to sell Authorized Investments to the Authority that is recognized by the Federal Reserve Bank as a primary dealer.

2. Authorized Investments purchased subject to a Repurchase Agreement shall be marked to market daily to ensure their value equals or exceeds the purchase price.

3. A Repurchase Agreement shall be limited to a maximum fixed term of five business 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 the greater of 5% of the investment portfolio or $100 million. The Executive Vice President and Chief Financial Officer may waive this requirement on a single-transaction basis only if warranted by cash-flow requirements and documented in writing.

6. The Authority may not enter into arrangements (known as Reverse Repurchase Agreements) for the purpose of borrowing monies by pledging Authorized Investments owned by the Authority.

VIII. Review

These Guidelines and any proposed amendments shall be submitted for Trustee review and approval at least once a year.

In addition to the Authority's periodic review, the Authority's independent auditors, in connection with their examination of the Authority, shall perform an annual audit of the investment portfolio, review investment procedures and prepare a report, the results of which will be made available to the Trustees.

IX. Reports

A. The Treasurer shall submit an investment report to the Trustees, at least quarterly. Such report shall contain a (1) detailed description of each investment; (2) summary of the dealers and banks from which such securities were purchased and (3) a list of fees, commissions or other charges, if any, paid to advisors or other entities rendering investment services.

B. The Treasurer shall submit an annual report for approval by the Trustees. In addition to the information provided quarterly, the Annual Report shall include (i) a copy of the Guidelines; (ii) an explanation of the Guidelines and any amendments thereto since the last annual report; (iii) the results of an annual independent audit of investment inventory and procedures and (iv) a record of income earned on invested funds. The approved report shall be submitted to the State Division of the Budget with copies distributed to the Office of the State Comptroller, the Senate Finance Committee and the Assembly Ways and Means Committee. Copies shall be made available to the public upon written reasonable request.

C. Any waivers that occurred during the prior month shall be reported to the Executive Vice President and Chief Financial Officer.

X. Miscellaneous

A. These Guidelines are intended for guidance of officers and employees of the Authority only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision thereof.

B. Nothing contained in these Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract, agreement or investment of funds made or entered into in violation of, or without compliance with, the provisions of these Guidelines.

C. No provisions in these Guidelines shall be the basis of any claim against any Trustee, officer or employee of the Authority in his or her individual or official capacity or against the Authority itself.

Section II

EXPLANATION OF INVESTMENT GUIDELINES

Section II Responsibility for Investments

Establishes responsibility for the Investment of Authority Funds and limits the number of individuals authorized to place investment orders.

Section III Investment Goal

Establishes the policy that earning a reasonable return on investments must be consistent with standards set for minimization of risk and availability of funds when needed.

Section IV Authorized Investments

Details the types of investments the Authority can undertake as prescribed in Section 101 of the Resolution.

This section also requires that investments made in each of the Funds established under the Resolution be invested for a term commensurate with cash-flow expectations and that such investments not violate the arbitrage regulations of the Internal Revenue Code.

Section V Provisions Relating to Qualifications of Dealers and Banks

Establishes criteria for the selection of banks and dealers from which the Authority may buy or sell investments. Business is transacted with firms that have demonstrated financial strength and a high degree of reliability with respect to servicing the Authority's needs. This section also directs that custody of Authority investments be maintained by banks that are members of the Federal Reserve System transacting business in the State of New York.

This section also addresses the subject of contracts with banks and dealers for the purchase or sale of Authorized Investments. The Authority has written Letters of Agreement with authorized dealers that specify the types of securities in which the Authority may invest and identify those Authority individuals authorized to give instructions related to the purchase and sale of securities. In addition, the Authority shall have a written form of agreement for use in repurchase transactions with any authorized dealer with which the Authority may transact this type of investment.

Section VI General Policies Governing Investment Transactions

Requires that the Authority solicit no less than three bids for the purchase or sale of securities in order to ensure the most favorable rate except when securities are purchased at their initial auction, upon new issue or through negotiated prices.

Requires that the Authority or its custodian, prior to payment, take possession of such securities, or in the case of book-entry securities, obtain written advice or wire confirmation that transfer or ownership has been recorded.

Establishes authorized employees to approve the purchase or sale of securities.

Establishes control procedures whereby the Controller shall compare the custodian's confirmation to Authority records.

Section VII Policy Concerning Certain Types of Investment Diversification Standards Required

Establishes a policy concerning the purchase of Authorized Certificates of Deposit and Time Deposits intended to minimize the risk associated with such transactions. Authorized Certificates of Deposit or Time Deposits may be purchased directly from a bank that is a member of the Federal Reserve System transacting business in the State of New York. Such deposits shall be continuously secured by Authorized Investments as outlined in subsection (1) or (2) of Section IV.A. This collateral shall be regularly priced to current market to assure the Authority's security interest is continuously protected. Aggregate holdings of Authorized Certificates of Deposit shall not exceed 25% of the Authority's total investment. Authorized Certificates of Deposit purchased from any one bank shall not exceed $25 million.

Establishes a policy intended to minimize the risk associated with arrangements for the purchase and resale of Authorized Investments known as Repurchase Agreements ("Repos"). Repos purchased from any one qualified dealer or bank shall not exceed $50 million and shall be limited to a maximum fixed term of five business days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or $100 million. All securities purchased under the terms of a Repo shall be held in safekeeping by a designated custodian for the Authority. Such securities shall be priced to market on a daily basis to assure the Authority's security interest. Reverse Repurchase Agreements are not authorized transactions.

Section VIII Review

Establishes policy requiring review of the Guidelines at least once a year. Requires an annual audit by the Authority's independent auditors of the Authority's investment portfolio and compliance with the guidelines established by the Authority and the State Comptroller.

Section IX Reports

Establishes policy requiring submission of reports to the Authority's Trustees concerning the management and performance of the Authority's portfolio.

This Section also requires that an annual report be submitted for approval by the Authority's Trustees. Copies of the approved report shall be sent to the State Division of the Budget, Office of the State Comptroller, Senate Finance Committee and Assembly Way and Means Committee.

Section III

A. Investment Income Record

During 2017, the Authority's investment portfolio market value averaged approximately $1.199 billion and earned approximately $14.4 million.

The earnings, by fund, were as follows (dollars in millions):

Operating Fund	$14.2
Capital (Construction Funds)	0.2
Total	**$ 14.4**

The 2017 investment income was higher than investment income earned in 2016. Maturing securities rolled off the portfolio and the proceeds from matured securities and investment of new cash flows were invested in higher yielding securities throughout the year.

B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

$ 99,845	CenterSquare Investment Management
$ 289,913	Lazard Asset Management
$ 174,910	Mackay & Shields
$ 94,826	New Amsterdam
$ 118,292	NEPC (Advisory Services)
$ 67,594	State Street Global Advisors
$ 249,744	WCM Investment Management
$ 167,467	Wellington International
$ 203,701	Wells Capital Management Inc.
$1,466,293	**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, 2017. 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.

EXHIBIT A – Section IIID

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

Independent Accountants' Report on Compliance with the Requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York*

The Board of Trustees
Power Authority of the State of New York:

We have examined the Power Authority of the State of New York's (the Authority) compliance with Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* during the year ended December 31, 2017. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements during the year ended December 31, 2017.

In accordance with *Government Auditing Standards*, we are required to report findings of deficiencies in internal control, violations of provisions of laws, regulations, contracts or grant proceeds, and instances of fraud and abuse that are material to the Authority's compliance with the requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* that come to our attention during our examination. We are also required to obtain the views of management on those matters. We performed our examination to express an opinion on whether the Authority complied with the aforementioned requirements and not for purpose of expressing an opinion on the internal control over compliance with those requirements or the other matters referred to above; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards.*

This report is intended solely for the information and use of Authority's Management, the Board of Trustees, the New York State Office of the State Comptroller, the New York State Division of the Budget, and the New York State Authority Budget Office and is not intended to be and should not be used by anyone other than those specified parties.

KPMG LLP

New York, New York
March 20, 2018

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: NIAGARA TAXABLE								
FEDERAL HOME LOAN								
313385SW7	FHLB DISCOUNT NOTE	2,700,000.00	2/9/2018		1.142	2,685,888.00	0.00	2,685,888.00
313385B70	FHLB DISCOUNT NOTE	2,000,000.00	8/13/2018		1.269	1,975,682.22	0.00	1,975,682.22
Subtotal:	FEDERAL HOME LOAN	4,700,000.00			1.196	4,661,570.22	0.00	4,661,570.22
Subtotal: PORTFOLIO: NIAGARA TAXABLE		**4,700,000.00**			**1.196**	**4,661,570.22**	**0.00**	**4,661,570.22**
PORTFOLIO: OPERATING NORTHERN NY ECONOMIC DEVELOPMENT								
FEDERAL HOME LOAN								
313385SW7	FHLB DISCOUNT NOTE	900,000.00	2/9/2018		1.142	895,296.00	0.00	895,296.00
Subtotal:	FEDERAL HOME LOAN	900,000.00			1.142	895,296.00	0.00	895,296.00
FREDDIE MAC								
313397RK9	FMCDN	1,000,000.00	1/5/2018		0.847	991,930.56	0.00	991,930.56
313397SW2	FHLMC	775,000.00	2/9/2018		1.139	772,335.72	0.00	772,335.72
Subtotal:	FREDDIE MAC	1,775,000.00			0.974	1,764,266.28	0.00	1,764,266.28
Subtotal: PORTFOLIO: OPERATING NORTHERN NY ECONOMIC DEVELOPMENT		**2,675,000.00**			**1.031**	**2,659,562.28**	**0.00**	**2,659,562.28**
PORTFOLIO: OPERATING SPENT FUEL								
MORTGAGE								
31393C4K6	FHR 2003-66 KA	26,300.35	1/25/2033	3.50	3.501	26,431.85	0.00	26,431.85
Subtotal:	MORTGAGE	26,300.35			3.501	26,431.85	0.00	26,431.85
MUNICIPAL								
20772J3G5	CT ST GEN OBLIG	11,430,000.00	8/15/2022	2.02	1.828	11,551,843.80	0.00	11,551,843.80
Subtotal:	MUNICIPAL	11,430,000.00			1.828	11,551,843.80	0.00	11,551,843.80
PROJECT LOAN								
36225BM21	GNMA POOL #781277	182,052.88	12/15/2028	7.00	6.757	187,457.58	0.00	187,457.58
Subtotal:	PROJECT LOAN	182,052.88			6.757	187,457.58	0.00	187,457.58
Subtotal: PORTFOLIO: OPERATING SPENT FUEL		**11,638,353.23**			**1.909**	**11,765,733.23**	**0.00**	**11,765,733.23**

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT								
FANNIE MAE								
3135G0TG8	FNMA	1,800,000.00	2/8/2018	0.88	1.171	1,798,353.00	3,018.75	1,801,371.75
Subtotal:	FANNIE MAE	1,800,000.00			1.171	1,798,353.00	3,018.75	1,801,371.75
FREDDIE MAC								
313397VR9	FMCDN	2,490,000.00	4/17/2018		1.173	2,474,330.29	0.00	2,474,330.29
313397J28	FMCDN	8,380,000.00	10/3/2018		1.382	8,270,641.00	0.00	8,270,641.00
Subtotal:	FREDDIE MAC	10,870,000.00			1.334	10,744,971.29	0.00	10,744,971.29
Subtotal: PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT		**12,670,000.00**			**1.311**	**12,543,324.29**	**3,018.75**	**12,546,343.04**
PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM								
CERTIFICATES OF DEPOSIT								
	M & T TRUST CO.	39,000.00	1/5/2018		0	39,000.00	0.00	39,000.00
	M & T TRUST CO.	60,000.00	1/26/2018		0	60,000.00	0.00	60,000.00
	M & T TRUST CO.	20,000.00	2/2/2018		0	20,000.00	0.00	20,000.00
	NBT Bank NA	377,693.00	2/23/2018		0	377,693.00	0.00	377,693.00
	M & T Bank	661,000.00	3/16/2018		0	661,000.00	0.00	661,000.00
	Manufacturers and Traders Trust Co.	135,000.00	4/6/2018		0	135,000.00	0.00	135,000.00
	Manufacturers and Traders Trust Co	69,000.00	5/4/2018		0	69,000.00	0.00	69,000.00
	NBT BANK, N.A.	284,669.00	5/4/2018		0	284,669.00	0.00	284,669.00
	Community Bank, N.A.	45,609.00	7/21/2018		0	45,609.00	0.00	45,609.00
	Genesee Regional Bank	297,618.00	8/9/2018		0	297,618.00	0.00	297,618.00
	NBT Bank, N.A.	98,159.00	8/10/2018		0	98,159.00	0.00	98,159.00
	M & T BANK	150,000.00	8/15/2018		0	150,000.00	0.00	150,000.00
	Tioga State Bank	397,129.00	8/17/2018		0	397,129.00	0.00	397,129.00
	M & T TRUST CO.	170,000.00	10/25/2018		0	170,000.00	0.00	170,000.00
	NBT Bank	10,740.00	12/7/2018		0	10,740.00	0.00	10,740.00
	NBT Bank	79,779.00	12/21/2018		0	79,779.00	0.00	79,779.00
	Manufacturers and Traders Co	191,660.00	12/21/2018		0	191,660.00	0.00	191,660.00
	Glens Falls National Bank & Trust Co	77,896.00	12/21/2018		0	77,896.00	0.00	77,896.00
Subtotal:	CERTIFICATES OF DEPOSIT	3,164,952.00			0.00	3,164,952.00	0.00	3,164,952.00
Subtotal: PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM		**3,164,952.00**			**0.000**	**3,164,952.00**	**0.00**	**3,164,952.00**

NEW YORK POWER AUTHORITY
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HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: OPERATING FUND								
FANNIE MAE								
3135G0TG8	FNMA	10,000,000.00	2/8/2018	0.88	1.323	9,843,900.00	0.00	9,843,900.00
3135G0WJ8	FNMA	10,000,000.00	5/21/2018	0.88	0.918	9,978,600.00	0.00	9,978,600.00
3135G0YM9	FNMA	45,000,000.00	9/18/2018	1.88	1.901	44,945,100.00	0.00	44,945,100.00
3135G0YT4	FNMA	35,000,000.00	11/27/2018	1.63	1.703	34,872,990.00	0.00	34,872,990.00
3135G0ZA4	FNMA	20,000,000.00	2/19/2019	1.88	1.257	20,414,789.80	0.00	20,414,789.80
3135G0ZG1	FNMA	20,000,000.00	9/12/2019	1.75	1.609	20,114,276.00	0.00	20,114,276.00
3135G0ZY2	FNMA	10,000,000.00	11/26/2019	1.75	1.836	9,958,700.00	0.00	9,958,700.00
3135G0A78	FNMA	20,000,000.00	1/21/2020	1.63	1.737	19,901,400.00	0.00	19,901,400.00
3135G0D75	FNMA	10,000,000.00	6/22/2020	1.50	1.455	10,020,300.00	0.00	10,020,300.00
3135G0F73	FNMA	23,501,000.00	11/30/2020	1.50	1.133	23,850,929.89	0.00	23,850,929.89
3135G0K69	FNMA	12,500,000.00	5/6/2021	1.25	1.213	12,520,500.00	0.00	12,520,500.00
3135G0Q89	FNMA	30,000,000.00	10/7/2021	1.38	1.621	29,653,800.00	0.00	29,653,800.00
3135G0S38	FNMA	15,000,000.00	1/5/2022	2.00	2.154	14,894,550.00	0.00	14,894,550.00
3135G0T78	FNMA	30,000,000.00	10/5/2022		0.013	29,980,200.00	0.00	29,980,200.00
Subtotal:	FANNIE MAE	291,001,000.00			1.428	290,950,035.69	0.00	290,950,035.69
FEDERAL FARM CREDIT								
3133EGJS5	FFCB	30,000,000.00	7/5/2018	0.70	0.861	29,910,600.00	0	29,910,600.00
3133EEW55	FFCB	20,000,000.00	6/15/2020	1.80	1.905	19,900,297.40	0	19,900,297.40
3133EFJF5	FFCB	25,000,000.00	10/9/2020	1.38	1.457	24,901,500.00	0	24,901,500.00
3133EHZA4	FFCB	10,000,000.00	9/20/2021	1.66	1.726	9,974,600.00	0	9,974,600.00
3133EHCT8	FFCB	20,000,000.00	3/15/2022	2.15	1.927	20,206,200.00	0	20,206,200.00
3133EHZP1	FFCB	30,000,000.00	9/20/2022	1.85	1.959	29,844,697.80	3,083.33	29,847,781.13
Subtotal:	FEDERAL FARM CREDIT	135,000,000.00			1.592	134,737,895.20	3,083.33	134,740,978.53
FEDERAL HOME LOAN								
313385RS7	FHLB	50,000,000.00	1/12/2018		0.811	49,983,333.50	0.00	49,983,333.50
313379DT3	FHLB	20,000,000.00	6/8/2018	1.25	0.897	20,349,687.80	0.00	20,349,687.80
313383CU3	FHLB	25,000,000.00	8/15/2018	1.00	1.000	25,000,000.00	0.00	25,000,000.00
313376BR5	FHLB	10,000,000.00	12/14/2018	1.75	0.934	10,184,100.00	0.00	10,184,100.00
3133782M2	FHLB	20,000,000.00	3/8/2019	1.50	0.986	20,255,156.00	0.00	20,255,156.00
313379EE5	FHLB	25,000,000.00	6/14/2019	1.63	1.831	24,754,750.00	0.00	24,754,750.00
3133X8AS1	FHLB	10,000,000.00	8/15/2019	5.13	1.550	11,402,700.00	0.00	11,402,700.00
3130AA3R7	FHLB	20,000,000.00	11/15/2019	1.38	1.532	19,922,600.00	0.00	19,922,600.00
3133EEM49	FHLB	15,000,000.00	12/20/2019	1.60	1.582	15,011,880.00	0.00	15,011,880.00
313378J77	FHLB	20,000,000.00	3/13/2020	1.88	1.590	20,246,200.00	0.00	20,246,200.00
3130A5Z77	FHLB	30,000,000.00	7/29/2020	1.83	1.664	30,230,400.00	0.00	30,230,400.00
3130A66T9	FHLB	30,000,000.00	9/11/2020	1.63	1.660	29,948,027.30	0.00	29,948,027.30
3130ACHJ6	FHLB	15,000,000.00	3/24/2021	1.8	1.80	15,000,000.00	0	15,000,000.00
3130AABG2	FHLB	24,665,000.00	11/29/2021	1.88	1.918	24,618,901.12	0.00	24,618,901.12
3130AAZ50	FHLB	30,000,000.00	4/29/2022	2.13	2.066	30,085,219.00	0.00	30,085,219.00
313379Q69	FHLB	20,000,000.00	6/10/2022	2.13	1.904	20,211,400.00	0.00	20,211,400.00
3130ABCY0	FHLB	20,000,000.00	7/5/2022	1.96	1.955	20,000,000.00	0.00	20,000,000.00
Subtotal:	FEDERAL HOME LOAN	384,665,000.00			1.490	387,204,354.72	0.00	387,204,354.72

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
FREDDIE MAC								
3134G42P2	FHLMC	25,000,000.00	5/15/2018	0.75	0.820	24,913,000.00	0.00	24,913,000.00
3137EADG1	FHLMC	30,000,000.00	5/30/2019	1.75	1.630	30,169,260.00	0.00	30,169,260.00
3137EADK2	FHLMC	10,000,000.00	8/1/2019	1.25	1.384	9,949,400.00	0.00	9,949,400.00
3137EADM8	FHLMC	20,000,000.00	10/2/2019	1.25	1.888	19,394,580.00	0.00	19,394,580.00
3137EADM8	FHLMC	15,000,000.00	10/2/2019	1.25	1.518	14,830,800.00	0.00	14,830,800.00
3137EADR7	FHLMC	15,000,000.00	5/1/2020	1.38	1.818	14,663,550.00	0.00	14,663,550.00
3134GRB46	FHLMC	25,000,000.00	4/16/2021	1.85	1.852	25,000,000.00	0.00	25,000,000.00
3137EAEC9	FHLMC	20,000,000.00	8/12/2021	1.13	1.313	19,823,893.40	0.00	19,823,893.40
Subtotal:	FREDDIE MAC	160,000,000.00			1.522	158,744,483.40	0.00	158,744,483.40
MUNICIPAL								
57582PM98	MASS COMMWLTH	10,000,000.00	4/1/2018	1.00	1.123	9,940,800.00	0.00	9,940,800.00
64966KPZ0	NYC G O	6,935,000.00	3/1/2019	1.45	2.512	6,562,729.20	0.00	6,562,729.20
6775212J4	OHIO G O	5,000,000.00	11/1/2019	2.55	2.550	4,999,900.00	0.00	4,999,900.00
64971WN97	NYC TRANSITIONAL FIN AUTH	5,000,000.00	8/1/2020	1.35	1.674	4,954,050.00	5,625.00	4,959,675.00
13063DAC2	CALI ST GEN OBLIG	7,000,000.00	4/1/2021	2.63	2.218	7,106,750.00	0.00	7,106,750.00
13066YTY5	CAL ST DPT WTR RES PWR	14,766,802.35	5/1/2021	1.71	1.712	14,766,802.35	0.00	14,766,802.35
64971W5X4	NYC TRANSITIONAL FIN AUTH	10,000,000.00	5/1/2021	2.06	2.022	10,014,500.00	0.00	10,014,500.00
13063DAD0	CALI ST GEN OBLIG	2,200,000.00	4/1/2022	2.37	2.367	2,200,000.00	0.00	2,200,000.00
64966LN64	NEW YORK, NY	2,000,000.00	6/1/2022	2.74	1.986	2,067,620.00	0.00	2,067,620.00
73474TAM2	PORT OF MORROW OR TRANSMISSION FACS RE\	11,250,000.00	9/1/2022	1.809	2.108	11,091,425.00	1,758.75	11,093,183.75
60412AKS1	MINNESOTA BOND	13,500,000.00	10/1/2022	2.02	2.041	13,486,500.00	0.00	13,486,500.00
Subtotal:	MUNICIPAL	87,651,802.35			1.954	87,191,076.55	7,383.75	87,198,460.30
Subtotal: PORTFOLIO: OPERATING FUND		**1,058,317,802.35**			**1.529**	**1,058,827,845.56**	**10,467.08**	**1,058,838,312.64**
PORTFOLIO: ST. LAWRENCE SPEC								
FREDDIE MAC								
313397XS5	FMCDN	1,100,000.00	6/5/2018		1.281	1,091,410.22	0.00	1,091,410.22
Subtotal:	FREDDIE MAC	1,100,000.00			1.281	1,091,410.22	0.00	1,091,410.22
Subtotal: PORTFOLIO: ST. LAWRENCE SPEC		**1,100,000.00**			**1.281**	**1,091,410.22**	**0.00**	**1,091,410.22**

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: ST. LAWRENCE CONSTRUCTION								
FEDERAL HOME LOAN								
313385RP3	FHLB DISCOUNT NOTE	4,900,000.00	1/9/2018		0.898	4,856,760.24	0.00	4,856,760.24
Subtotal:	FEDERAL HOME LOAN	4,900,000.00			0.898	4,856,760.24	0.00	4,856,760.24
FREDDIE MAC								
313397RK9	FMCDN	600,000.00	01/05/18		0.847	595,158.33	0.00	595,158.33
313397XN6	FMCDN	9,800,000.00	6/1/2018		1.150	9,689,443.75	0.00	9,689,443.75
Subtotal:	FREDDIE MAC	10,400,000.00			1.133	10,284,602.08	0.00	10,284,602.08
MUNICIPAL								
880591EQ1	TENN VALLEY AUTHORITY	4,275,000.00	10/15/2018	1.75	1.291	4,296,118.50	0.00	4,296,118.50
Subtotal:	MUNICIPAL	4,275,000.00			1.291	4,296,118.50	0.00	4,296,118.50
Subtotal: PORTFOLIO: ST. LAWRENCE CONSTRUCTION		19,575,000.00			1.109	19,437,480.82	0.00	19,437,480.82
GRAND TOTAL		**1,113,841,107.58**			**1.516**	**1,114,151,878.62**	**13,485.83**	**1,114,165,364.45**

Exhibit "A - Section V"
March 20, 2018

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, 2017

Brokers	Bids/Offers Accepted	Bids/Offers Solicited	Total Cost Purchases/Sales	CDs and Repurchase Agreements	Total Transactions
Academy Securities	8	15	209,794,357		$ 209,794,357
Bank of America Securities	3	7	46,564,401		$ 46,564,401
Blaylock Beal Van	4	7	25,970,719		$ 25,970,719
Cantor Fitzgerald	8	27	93,265,582	220,044,000	$ 313,309,582
CastleOak Securities L.P.	11	16	124,705,718		$ 124,705,718
Citigroup Global Markets	7	8	219,825,093		$ 219,825,093
Drexel Hamilton	12	15	108,448,397		$ 108,448,397
Great Pacific Securities	10	15	107,300,868		$ 107,300,868
JP Morgan Securities	4	6	58,570,484		$ 58,570,484
Key Bank	18	18		3,164,952	$ 3,164,952
Loop Capital Markets LLC	14	28	290,261,141		$ 290,261,141
MFR	1	2	39,994,528		$ 39,994,528
Mischler Securities	7	7	230,889,948		$ 230,889,948
Mizuho Securities USA Inc.	49	74	268,787,433	1,180,454,779	$ 1,449,242,212
Ramirez & Co.	3	3	17,057,017		$ 17,057,017
RBC Capital Markets	39	74	144,351,003	1,237,357,500	$ 1,381,708,503
Grand Total	**198**	**322**	**$ 1,985,786,690**	**$ 2,641,021,231**	**$ 4,626,807,921**

Exhibit 4g iii-A
March 20, 2018

GUIDELINES

AND

PROCEDURES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

REAL PROPERTY

INDEX

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GUIDELINES AND PROCEDURES FOR THE DISPOSAL OF NEW YORK POWER AUTHORITY REAL PROPERTY

I. PURPOSE

The purpose of these Guidelines and Procedures for the Disposal of Real Property ("Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Authority's policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

2.1 "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Trustees to be responsible for enforcement of the Guidelines for the Disposal of Real Property. The "Contracting Officer" is hereby designated to be the Vice President – Enterprise Shared Services, or equivalent(s) or designee.

2.2 "Dispose" or "Disposal" shall mean transfer of title or any other beneficial interest in real property in accordance with these Guidelines. Disposal does not include a release of an easement, Permit or Transfer of Jurisdiction.

2.3 "Fair Market Value" shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

2.4 "Permits" shall mean permits issued by the Authority that grant revocable privileges to use or access real property under the jurisdiction of the Authority. Permits may be issued where the real property is not presently required for Authority purposes, but held for future use in carrying out its corporate purposes. Permits do not transfer a beneficial interest in real property. Permits are revocable, in part to assure availability upon demand of the real property for Authority purposes.

2.5 "Real Property" shall mean real property, including land, tenements and hereditaments owned by the Authority, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

2.6 "Relative" shall mean any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee's grandparents or the spouse of such descendant.

2.7 "Transfers of Jurisdiction" shall mean transactions pursuant to Public Lands Law §3(4) and which are between the Authority and other State governmental entities where jurisdiction over Real Property is transferred and reassigned on such terms and conditions as the Authority and the New York State Office of General Services deem proper, but the title to the Real Property remains in the name of the People of the State of New York.

III. COMPLIANCE OVERVIEW

The Public Authorities Law ("PAL") requires the Authority to establish policy guidelines to accomplish the following:

3.1 Maintain inventory controls and accountability systems for all Real Property under the Authority's control.

3.2 Periodically inventory Authority Real Property to determine which Real Property shall be disposed of.

3.3 Dispose of Authority Real Property interests in accordance with the PAL.

3.4 Prepare annual reports of Real Property Disposal transactions.

IV. DUTIES OF THE MANAGER CORPORATE REAL ESTATE

4.1 The Manager Corporate Real Estate or equivalent(s) or designee shall maintain adequate inventory controls and accountability systems for all Real Property under the Authority's control.

4.2 The Manager Corporate Real Estate or equivalent(s) or designee shall periodically inventory Authority Real Property to determine which Authority Real Property shall be Disposed of and shall prepare a report identifying such Real Property for Disposal.

4.3 The Manager Corporate Real Estate or equivalent(s) or designee shall produce for publishing written reports of such Real Property as set forth in Article VI of these Guidelines.

4.4 The Manager Corporate Real Estate or equivalent(s) or designee shall arrange for the Disposal of any Real Property identified for Disposal by the Authority in accordance with these Guidelines and the Authority's Expenditure Authorization Procedures and as soon as reasonably practical under the circumstances.

V. PROCEDURES FOR THE DISPOSITION OF AUTHORITY REAL PROPERTY

5.1 The Authority may Dispose of Real Property for not less than the Fair Market Value of such Real Property by sale, exchange, or transfer, for cash, credit or other property, without warranty, and upon such other terms and conditions as the Contracting Officer deems proper under the provisions of the PAL and as implemented by these Guidelines. Fair Market Value of the Authority Real Property subject to Disposal shall be established by independent appraisal as appropriate and consistent with the intent of the PAL. Such appraisal documents shall be included in the record of the Real Property Disposal transaction.

5.2 Except as set forth in Section 5.3 of the Guidelines, any Disposal of Real Property shall only be made after publicly advertising for bids in accordance with the following:

5.2.1 the advertisement for bids shall be made at such time prior to the Disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Real Property;

5.2.2 all bids shall be publicly disclosed at the time and place stated in the advertisement; and

5.2.3 the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Authority, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.

5.3.a The Disposal of Authority Real Property may be negotiated or made by public auction without regard to Section 5.2 but subject to obtaining such competition as is feasible under the circumstances, if:

1. the Fair Market Value of the Real Property does not exceed fifteen thousand dollars ($15,000.00); or

2. bid prices after advertising therefore are not reasonable, either as to all or some part of the Real Property, or have not been independently arrived at in open competition; or

3. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Real Property and other satisfactory terms of Disposal are obtained by negotiation; or

4. under those circumstances permitted by Section 5.3; or

5. such action is otherwise authorized by law.

5.3.b.1 No Real Property owned, leased or otherwise in the control of the Authority may be sold, leased, or otherwise alienated for less than its Fair Market Value except if:

a. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Real Property will remain with the government or any other public entity;

b. the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

c. in the event the Authority seeks to transfer Real Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Authority's mission, purpose or governing statutes, the Authority shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate, or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate, and Assembly, the Authority may effectuate such transfer.

5.3.b.2. In the event a below Fair Market Value Real Property transfer is proposed, the following information must be provided to the Authority's Board of Trustees and the public:

a. a full description of the Real Property;

b. an appraisal of the Fair Market Value of the Real Property and any other information establishing the Fair Market Value sought by the Authority's Board of Trustees;

c. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Real Property is situated as are required by the transfer;

d. a statement of the value to be received compared to the Fair Market Value;

e. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph (iv) of this paragraph, a statement of the value to the private party; and

f. the names of other private parties who have made an offer for such Real Property, the value offered, and the purpose for which the Real Property was sought to be used.

5.3.b.3. Before approving the Disposal of any Real Property for less than Fair Market Value, the Authority's Board of Trustees shall consider the information described in Paragraph 5.3.b.2 and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

5.4 An explanatory statement detailing the Disposal by negotiation of Authority Real Property subject to the PAL as set forth in Section 5.3 shall be made for any Disposal of:

5.4.1 Real Property with a Fair Market Value in excess of one hundred thousand dollars ($100,000.00) except that Real Property Disposed of by lease or exchange shall only be subject to 5.4.2 of this Section 5.4;

5.4.2 Real Property Disposed of by lease if the fair annual rent over the term of the lease is in excess of fifteen thousand dollars ($15,000.00); and

5.4.3 Any Real Property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration is for Real Property:

5.5 Each explanatory statement prepared in accordance with Section 5.4 above shall be transmitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office not less than 90 days in advance of such Disposal, and a copy shall be kept by the Authority.

5.6 In the Authority's discretion, when it shall be deemed advantageous to the Authority and the State, the Authority may enter into an agreement with the Office of the Commissioner of General Services ("OGS") under which OGS may Dispose of the Authority's Real Property under terms and conditions agreed to by the Authority and the OGS. In Disposing of any such Real Property of the Authority, the OGS shall be bound by the relevant provisions of the PAL.

5.7 The Manager Corporate Real Estate or equivalent(s) or designee shall provide all relevant documentation to the Environmental Division for the purposes of determining, if applicable, whether the Disposal of Real Property is in compliance with the State Environmental Quality Review Act, and for whether it adheres to the American Society of Testing and Material's guidelines for Environmental Site Assessments, if applicable.

5.8 No Authority employee who is involved in the award of Authority grants or contracts, may ask any purchaser(s), grantor(s), lessor(s) or officer(s), director(s) or employee(s) of such current or prospective purchaser(s), contractor(s) or grantee(s) to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party,

elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

5.9 No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 5.8 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.

5.10 No Authority employee may take part in any contracting decision involving the payment of more than $1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

5.11 Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain Public Authority contracts.

5.11.1. Any contract in excess of $1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such

contractual expenditure ("Eligible Contract"), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.

5.11.2. If the OSC has previously identified a contract or category of contract as "reviewable" ("Reviewable Contract)", such Reviewable Contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable Contract within 90 days, the contract is valid.

VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars ($15,000.00) that the Authority Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.

6.1.2 Pursuant to Public Authorities Law § 2896(3)(a), the Manager Corporate Real Estate or equivalent(s) or designee shall prepare for distribution to the State Comptroller, the Director of the Division of the

Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office, an annual report listing all real property of the Authority, which report shall include a list and description of all Real Property Disposed of during the fiscal reporting period. Regarding Disposals, this annual report shall include the price received by the Authority and the name of the purchaser of the Real Property.

6.2 The Authority may be called upon periodically to submit information regarding the Disposal of Real Property to organizations implementing the PAL or other statutes regulating the Disposal of Real Property.

6.3 The Authority's Governance Committee meets at least three times per year and staff from Enterprise Shared Services or the equivalent(s) may prepare and present ongoing reports regarding the Disposal of Real Property.

VII. APPROVAL OF GUIDELINES BY THE AUTHORITY'S BOARD

7.1 The Guidelines shall be annually reviewed and approved by the Authority's Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the most recently reviewed and approved Guidelines, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the State Comptroller, the Authority shall also post such Guidelines on its internet website.

Guidelines and Procedures for the Disposal of Real Property

REDLINE CHANGES

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

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contractual expenditure ("eEligible eContract"), must be reported in advance of execution to the OSC. Upon execution, all such eEligible eContracts 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" ("rReviewable eContract)", such Reviewable eContract must include language stating that it is subject to OSC approval and the executed Reviewable eContract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable eContract within 90 days, the contract is valid.

VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars ($15,000.00) that the Authority Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.

Exhibit 4g iii-B
March 20, 2018

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.

Guidelines and Procedures for the Acquisition of Real Property

REDLINE CHANGES

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 ("Eeligible Ceontract"), must be reported in advance of execution to the OSC. Upon execution, all such Eeligible Ceontracts must be filed with the OSC within 60 days.

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4.6.2. If the OSC has previously identified a contract or category of contract as "reviewable" ("Rreviewable Ceontract)", such Reviewable Ceontract must include language stating that it is subject to OSC approval and the executed Reviewable Ceontract submitted to the OSC for review. If the OSC does not act to disapprove the contract within 90 days, the contract is valid.

Exhibit 4g iii-C
and 4g iii-C-1
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 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
New York State Office of Parks, Recreation and Historic Preservation (Transfer of Jurisdiction, Niagara County)	No Consideration	.43	1/31/2017
Mary Mayette	$15,600.00	.78	2/17/2017
New York State Office of Parks, Recreation and Historic Preservation (Niagara County)	No Consideration	1.15	6/8/2017
New York State Department of Environmental Conservation (Transfer of Jurisdiction, St. Lawrence County)	No Consideration	56.83	7/12/2017

Fee interest conveyed unless otherwise noted.

Exhibit C-1

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER $15,000 IN VALUE

Seller's Name	Price Paid by the Authority	Parcel Acres	Transfer Date
New Hartford Office Park LLC	$90,300.00	3.01	2/15/2017

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 $ 5,000 FMV per parcel	up to $ 10,000 FMV per parcel	up to $ 20,000 FMV per parcel	> $ 20,000 FMV per parcel
B) Permits, Licenses and Operating Agreements for use of property owned by others or for use of Authority property by others:	up to $1,000 annual value	up to $10,000 annual value	up to $20,000 annual value	up to $100,000 annual value	>$100,000 annual value
C) Agreement for annual payment in lieu of taxes: [2] (per year)		up to $10,000 per parcel	up to $50,000 per parcel	up to $100,000 per parcel	> $100,000 per parcel
D) Leases or Lease Extensions where Authority is either landlord or tenant :		up to 5-year term including all renewal options *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

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 $ ~~35~~,000 FMV per parcel	up to $ 810,000 FMV per parcel	up to $ ~~10~~20,000 FMV per parcel	> $ ~~10~~20,000 FMV per parcel
B) Permits, Licenses and Operating Agreements for use of property owned by others or for use of Authority property by others:	up to $1,000 annual value	up to $10,000 annual value	up to $20,000 annual value	up to $100,000 annual value	>$100,000 annual value
C) Agreement for annual payment in lieu of taxes: [2] (per year)		up to $10,000 per parcel	up to $50,000 per parcel	up to $100,000 per parcel	> $100,000 per parcel
D) Leases or Lease Extensions where Authority is either landlord or tenant :		up to 45-year term including all renewal options *and* not exceeding $30,000 annual rent	up to 610-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 4g iv-A
March 20, 2018

GUIDELINES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

PERSONAL PROPERTY

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GUIDELINES FOR THE DISPOSAL OF NEW YORK POWER AUTHORITY PERSONAL PROPERTY

I. PURPOSE

These Guidelines for the Disposal of New York Power Authority Personal Property (hereinafter "Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the Authority's policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

A. "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Board of Trustees to be responsible for the disposition of personal property. The "Contracting Officer" is hereby designated to be the Vice President – Procurement, 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 defined in Subsection X.G.1 of these Guidelines.

III. OBJECTIVE

The objective of these Guidelines is to identify those Authority personnel responsible for authorizing the disposal of Property owned by the Authority and to ensure that the Authority receives fair and reasonable value for such Property. The transfer or sale of Property shall be accounted for in accordance with the Authority's Corporate Accounting Policy No. CAP 4.3 "Accounting for Materials and Supplies

Inventory," and the Authority's procedures for the disposal of Property implementing these Guidelines.

IV. TRANSACTIONS NOT COVERED

These Guidelines do not apply to any of the following transactions:

1. Disposal of real property interests;
2. Exchange of Property with other utilities or power plant owners, where such owners will provide an identical or in-kind replacement;
3. Transfer/re-deployment of Property from one Authority facility to another Authority facility or to Canal Corporation;
4. Disposal of natural gas that is subject to the Authority's Energy Resource Management Fuels Procedures.

V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS

A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines, including through development and implementation of internal controls (such as written procedures and supporting tools).

B. The individual responsible for disposal of Property greater than $5,000 at the Authority's facilities will be the Director – Site Purchasing & Warehouse ("DSP&W") or equivalent. For purposes of Property disposal, the DSP&W reports directly to the Contracting Officer or authorized designee.

C. The Manager - Purchasing/Warehouse at each facility acts as the local Property

Disposal Coordinator, who is responsible for Property disposal less than or equal to $5,000 and assists the DSP&W with all other disposals at his or her facility or location ("Facility PDC"). The Facility PDC reports to the DSP&W.

D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Procurement Division, (rebranded Strategic Supply Management, hereinafter “SSM”), to be the Property Disposal Coordinator(s) for the White Plains and other corporate offices ("WPO PDC"). For purposes of Property disposal, the WPO PDC(s) will confer, interface with and report to the Contracting Officer or authorized designee.

E. The Director of Fleet Operations (“DFO”) or equivalent(s) or authorized designee is responsible for the disposal of vehicles and rolling equipment. The DFO reports directly to the Vice President – Enterprise Shared Services or equivalent, or authorized designee.

F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DSP&W and the WPO PDC(s) should confer (by oral or written communication) with the Contracting Officer or authorized designee to determine if a "centralized" sale of Property, as outlined in Article VII, is appropriate. If agreed, the responsible Facility or WPO PDC (collectively hereinafter referred to as “PDC”) should arrange for shipment of the Property to be sold from the site to the sale location. If a centralized sale is not appropriate, the responsible PDC should proceed in accordance with the "decentralized" procedures, as outlined in Article VIII.

VI. DISPOSAL OF AUTHORITY PERSONAL PROPERTY

Except for Disposals pursuant to Article VII, Article XII and Subsection VI.A.4 of these Guidelines, whenever practicable, the responsible PDC shall solicit proposals from qualified bidders, to purchase the Property to be disposed of, and will maintain records of such solicitations. The PDC should use "Attachment A" attached hereto or an appropriate substitute for solicitations under this Article VI.

A. DISPOSAL METHODS FOR PERSONAL PROPERTY

1. For the purposes of these Guidelines, disposal methods may include, but are not limited to: sale (directly to the Buyer, through a third party, negotiation, advertised public auction that permits full and free competition consistent with the value and nature of the property or on any other centralized basis that achieves the same level of competition); return to the original equipment manufacturer or to the source; trade-ins or disposals as part of a competitive procurement; or disposal through the New York State Office of General Services ("OGS"). Provided, however, that no disposition of any Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar Property, shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. The Authority's Environment, Health and Safety Division should be consulted, on a

case-by-case basis, regarding disposal of items that may be considered hazardous waste.

2. Solicitation via telephone, e-mail and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed $15,000. All bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by this procedure and by the date and time (the "Bid Due Date") included in the solicitation.

3. All Disposals of Authority Property in excess of $15,000 shall be made after publicly advertising for bids except as provided in Subsection 4 below, using the following process:

   a. the appropriate advertisement for bids (Attachment "B" or an appropriate substitute) shall be made at such time prior to the Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. This may include advertisements in one or more of the following publications, depending on the nature of the Property: local newspapers in the geographic area of the facility where the sale is taking place, trade journals, regional or nationwide publications (if the market for such sale is regional or nationwide), the New York State Contract Reporter, internet services or other communication outlets as appropriate;

b. all bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by these guidelines and by the Bid Due Date included in the solicitation;

c. where the value of the Property exceeds $5,000, all bid amounts shall be posted to the Authority’s internet website or publically disclosed at the time and place of the sale; and

d. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforms to the bid solicitation and is most advantageous to the Authority, price and other factors considered; however, any bid may be rejected when in the public interest to do so at the Authority’s sole discretion.

4. Disposals of Property may be negotiated or made by public auction without regard to Subsection 3 of this Section, but subject to obtaining such competition as is feasible under the circumstances, if:

a. the Property involved has qualities separate from the utilitarian purpose of such Property, such as artistic quality, antiquity, historical significance, rarity or other quality of similar effect that would tend to increase its value, or if the Property is to be disposed of in such quantity that, if it were Disposed of under Subsection 3 of this Section, would adversely affect the state or local market for such Property, and the estimated Fair Market Value of such Property and other satisfactory terms of disposal may be obtained by negotiation;

b. bid prices after advertising therefore are not reasonable, either as to all or part of the Property, or have not been independently arrived at in open competition;

c. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Property and other satisfactory terms of Disposal are obtained by negotiation;

d. under those circumstances permitted by Subsection 6 of this Section;

e. if the estimated or actual fair market value of the property does not exceed $15,000; or

f. such action is otherwise authorized by law.

5. An explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property which has an estimated Fair Market Value in excess of fifteen thousand dollars ($15,000). In addition, an explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property disposed of by exchange, regardless of value. Each such statement shall be transmitted to the Commissioner of General Services, the State Legislature, the State Comptroller, the Director of the Division of the Budget and the Authorities Budget Office, not less than ninety days in advance of such Disposal, and a copy thereof shall be preserved in the Authority's files.

6. a. No Property owned or otherwise in the control of the Authority may be disposed or otherwise alienated for less than its Fair Market Value except if:

(i) 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;

(ii) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

(iii) 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.

b. 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:

(i) a full description of the Property;

(ii) 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;

(iii) 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;

(iv) a statement of the value to be received compared to the Fair Market Value;

(v) 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

(vi) 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.

c. 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 is made without competitive bidding and where the proposed contract price for the Property disposed of is less than Fair Market Value, a detailed explanation of the justification for making the Disposal without competitive bidding shall

be prepared, and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such Disposal and have determined that it complies with applicable law and these Guidelines.

B. **DISPOSAL OPTIONS IF NO BIDS OR NO ACCEPTABLE BIDS ARE RECEIVED**

The appropriate PDC shall confer with the DSP&W and the Contracting Officer or authorized designee to decide (i) if re-soliciting is feasible; (ii) if shipment to a third-party contractor for Disposal would result in higher-priced proposals; (iii) if disposal by other methods would be appropriate; and/or (iv) if the Fair Market Value estimate requires review or adjustment, where:

1. the solicitation pursuant to Section VI.A does not produce any bids to purchase the Property;
2. in the opinion of the Authority, the bids are not arrived at independently;
3. all bids are not reasonable in accordance with Section X.C; or
4. all bids received are less than the Authority's Fair Market Value estimate.

VII. CENTRALIZED DISPOSAL

A. Subject to the approval of the Contracting Officer or authorized designee and in

accordance with Article VI of these Guidelines, in either the initial document authorizing the disposal or through a subsequent communication, Property may be disposed of using any of the following methods:

1. Shipment of the material to a third-party vendor(s), selected by competitive bidding, which, pursuant to these Guidelines, will market the material for sale or dispose of such material in accordance with environmental and any other Authority requirements.
2. Consolidation of such Property at one of the Authority's facilities or an offsite warehouse for the purpose of conducting a sale managed by Authority staff, possibly with the assistance of an outside contractor.
3. Participation in public auctions provided the advertisement for bids through such methods permits full and free competition consistent with the value and nature of the property, as may be conducted through an independent auctioneer, online auction service, or another utility.

VIII. DECENTRALIZED DISPOSAL

A. The Regional Manager, Project Manager, or head of a Department or Division requiring disposal of Property which he or she believes to be disposable, will submit to the responsible PDC a written description of the material, with the original price (if known), and estimate of the Property’s Fair Market Value (if available). If practical, a photograph of the material or equipment in question should be provided. Such submission shall be made to the responsible PDC for the location where the Property is located.

B. If the responsible PDC, in conference with either the DSP&W or the Contracting Officer or authorized designee, as appropriate, determines that other Authority facilities may have an interest in the Property, a notice should be sent to the other Authority facilities advising of its availability and requesting a response within a specified time frame. A record of the notice will be maintained by the responsible PDC. In the event that the responsible PDC and either the DSP&W 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.

1. For purposes of this Section G, the term "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.

XI. AUTHORIZATION LEVELS AND SIGNING AUTHORITY

A. For the purposes of these Guidelines, the Responsible Officer(s) or designee will in each case review the appropriateness of the Fair Market Value estimate and the recommendation for contract award for disposal of the Property. Responsible Officers or designee are designated as follows:

1. The Board of Trustees, if the Fair Market Value of the Property is greater than $1,000,000 or if the Disposal is for less than Fair Market Value in accordance with paragraph VI.A.6; or
2. The President or the Chief Operating Officer or equivalent(s), if the Fair Market Value of the Property is up to $1,000,000; or
3. The Executive Vice President and Chief Financial Officer or equivalent(s), if the Fair Market Value of the Property is up to

$750,000; or

4. For Fleet-related transactions, the Senior Vice President – Human Resources and Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $750,000; or
5. The Vice President – Procurement or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
6. For Fleet-related transactions, the Vice President – Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
7. The DSP&W, if the Fair Market Value of the Property is up to $100,000; or
8. For Fleet-related transactions, the Director – Fleet Operations, if the Fair Market Value of the Property is up to $100,000; or
9. The responsible PDC, if the Fair Market Value of the Property is $5,000 or less.

B. For public auctions or similar centralized disposals, such authorization should be obtained prior to submitting Property to auction based on the estimated Fair Market Value of the Property.

1. For purposes of these Guidelines, the Director - Fleet Operations ("DFO") or equivalent(s) and DSP&W are authorized to sign Disposal Sales Agreements based upon the provisions of Section XI.A above whereby the DFO is authorized to sign fleet-related sales agreements and the DSP&W may sign both fleet and non-fleet sales agreements.

C. 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.

D. The foregoing provisions of this section shall not apply to the sale of energy and fuel. Such authorization shall be governed by the transaction authorization limits for energy and energy-related financial transactions, as adopted by the Authority's Board of Trustees.

XII. OTHER METHODS FOR DISPOSAL OF PERSONAL PROPERTY

A. Disposals as Part of a Competitive Procurement

These Guidelines are not intended to restrict disposals as part of a competitive procurement, including trade-ins, where the procurement is competitively bid and awarded in accordance with the Authority's Guidelines for Procurement Contracts and Fair Market Value can be obtained for the Property. Any such proposed disposal must be included as part of the solicitation of bids for the procurement. The solicitation must also include an estimated Fair Market Value of the Property or minimum bid amount. The disposal or trade-in value must be stated in the proposals from bidders. When disposing of Property as part of a competitive procurement, the Authority may consider the cost difference between the accepted

proposal and the next lowest responsive proposal as part of the consideration for the disposal of the Property.

B. **Return to the Original Equipment Manufacturer ("OEM") or to the Source**

For Property with a Fair Market Value of $15,000 or less, return of materials to the OEM or the source is permissible provided that the Authority receives full value for any materials equal to the price paid by the Authority or the estimated Fair Market Value of the Property. In the event a re-stocking fee is charged by the OEM or the source, the DSP&W or the Contracting Officer or authorized designee, as appropriate, shall be consulted to determine if such a re-stocking fee is reasonable and if there are other opportunities for sale of such material. Approval of all such returns to the OEM or the source when a re-stocking fee is charged, must be in accordance with the Authorization Levels delineated in Section XI.A.

C. **Disposal through the New York State Office of General Services (OGS)**

The Authority may utilize OGS for Disposal of Authority-owned Property including on-line disposal methods offered by OGS. In addition, in accordance with New York State law, surplus computers and related accessories, surplus office furniture, and other equipment may, with the approval of the Contracting Officer or authorized designee, be transferred to OGS for disposition, in the case of computers and accessories to school districts located near Authority offices or operating facilities, or in the case

of office furniture and office equipment, to other state entities. Disposal of these items in this manner represents the best value to New York State in lieu of attempted re-sale of such materials.

XIII. METHODS OF PAYMENT

The proceeds from the sale of Property in the form of cash or a certified check made payable to the Authority must be forwarded to the Authority's Treasurer by the Facility PDCs and to the Authority's Controller's Office by the DSP&W and WPO PDC(s). In certain cases involving a transfer of Property to other state agencies or authorities, the performance of documented services to the Authority equal to or greater in value to the Fair Market Value of the Property, will serve as payment for such Property. The authorization limits of Article XI shall apply to such transactions.

XIV. REPORTING REQUIREMENTS

A. The Authority shall publish, not less frequently than annually, a report of all Property having a FMV in excess of $5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Property disposed of by the Authority during such period. Such report shall be prepared in conjunction with the report required by the Authority's "Guidelines for the Disposal of New York Power Authority Real Property."

B. Such report, as approved by the Board of Trustees, shall be submitted to the State Comptroller, the Director of the Division of the Budget, the

Commissioner of General Services, the State Legislature and the Authorities Budget Office.

C. These Guidelines, as approved by the Trustees, shall be reviewed and approved annually by the Authority's Board of Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the Guidelines most recently reviewed and approved by the Board of Trustees, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the Comptroller, the Authority shall also post such Guidelines on the Authority's internet website and maintain such Guidelines on the website.

D. For disposal by negotiation of Property over $15,000, Property of any value related to the disposal of Real Property by exchange, or Property where part of the consideration received is Real Property, an explanatory statement shall be prepared and submitted to the parties as set forth in Subsection VI.A.5.

E. The Authority's Governance Committee meets at least three times per year. Staff from the Business Services Business Unit, or equivalent(s), prepare and present ongoing reports regarding disposals of personal property and real property.

F. The Authority may be called upon periodically to submit information regarding the Disposal of Personal Property to organizations implementing the PAAA or other statutes regulating the disposal of Property, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").

BID SHEET

The following personal property is available for sale "AS IS, WHERE IS" and the Power Authority gives no warranty whatsoever as to its condition.

LUMP SUM BID AMOUNT* $_____

Subject to all terms and conditions set forth on the reverse hereof, the undersigned offers and agrees to purchase the above-described personal property at the bid amount indicated.

Signature	Company Name
Name (Printed)	Street Address
Date	City, State, Zip Code
FAX number	Telephone number

* All sales are subject to New York State Sales Tax and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

PERSONAL PROPERTY SALE
SALE NO. _____
NEW YORK POWER AUTHORITY
(ADDRESS OF PROJECT)
Telephone: ( )_____
FAX: ( )_____

Subject to the terms and conditions stated below, bids will be received on the personal property, either by mail, fax or hand delivery at the (Location) _____ no later than (Date) _____.

The personal property is available for inspection, by appointment, at the (Project) _____. For an appointment, please contact the Property Disposal Coordinator, (Name) _____ at (Telephone no.) _____.

Successful bidders will be required to pay by certified check, on notice from the Authority that the bid has been accepted, and remove the personal property from the Authority's premises within ten (10) calendar days after receipt of notice of award.

Envelopes containing bids submitted by mail should be marked on the outside to indicate that a bid on Sale No. ____ is enclosed.

Current and former employees of the Power Authority or relatives of such employees or third parties acting on behalf of such employees or relatives are ineligible to bid and are prohibited from subsequently acquiring such personal property in any manner.

1. **INSPECTION.** Bidders are invited, urged and cautioned to inspect the personal property being sold prior to submitting a bid. The personal property will be available for inspection at the time and place specified above. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

2. **CONDITION OF PROPERTY.** All personal property listed is offered for sale "AS IS, WHERE IS". The Authority does not in any way warrant the fitness of the personal property for any particular use or its merchantability and disclaims any other representations or warranties, express or implied, including, but not limited to, quality, character, performance or condition of the personal property or any of its component parts, assemblies, or accessories.

3. **CONSIDERATION OF BIDS.** Bids must be submitted in writing on the form provided by the Authority (see reverse side) and shall be submitted on all items listed. The Authority reserves the right to reject any and all bids, to waive technical defects in bids and to award sale of the items as may be in the best interest of the Authority.

4. **PAYMENT.** The Purchaser agrees to pay for the awarded personal property in accordance with the prices quoted in his/her bid. Payment of the full purchase price must be made within the time allowed for removal, and prior to the release of any personal property to the Purchaser.

5. **NEW YORK STATE SALES AND COMPENSATING USE TAX.** All sales will be subject to New York State Sales and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

ADVERTISEMENT FOR PROPOSALS

The following described personal property, shall be sold "AS IS, WHERE IS" by the New York Power Authority ("the Authority").

1. Sealed bids are invited for the above, which will be available for inspection by inquiry at the (Location/Building) at the (Project and Address) between the hours of _____ a.m. to __ p.m. on (Date/s) . Bids must be submitted on the Authority's bid form, which can be obtained by calling (Telephone no.) . No bid will be accepted unless it is on such form. Bids shall be accepted on or before ___ p.m. on (Date) .

2. Current and former employees of the Authority or relatives of such employees or third parties seeking to act on behalf of such employees or relatives shall be ineligible to bid.

3. Successful bidders, on notice from the Authority, shall be required to pay by certified check and shall promptly remove the personal property from the Authority's property.

4. The Authority reserves the right to reject any and all bids.

PERSONAL PROPERTY
SALES AGREEMENT

_____, the Buyer, and the Power Authority of the State of New York ("the Authority"), agree as follows:

1) The personal property identified herein is sold by the Authority and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.

2) **THE AUTHORITY DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**

3) The Buyer warrants that he/she/it is not a current or former Authority employee, is not related to an Authority employee and did not bid on behalf of an Authority employee. Buyer is aware that Authority employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.

4) The Buyer shall indemnify and hold harmless the Authority and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

5) Except for disposals by public auction, the Buyer shall remove the personal property from the Authority's premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York Power Authority.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____, 20 _____.

Buyer (Print or Type):

_____

_____

_____

Seller:

Power Authority of the State of New York

123 Main Street

White Plains, New York 10601

_____
Authorized Signature

_____
Authorized Signature

_____
Full Name (Printed)

_____
Title

_____
Title

PRIVACY LAW NOTIFICATION

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF AUTHORITY PROPERTY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the Power Authority of the State of New York in the sale of Authority personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Authority.

This information will be maintained by Fleet Operations, at the Power Authority of the State of New York, Clark Energy Center located at 6520 Glass Factory Road, Marcy, N.Y. 13403, (315) 724-8186 or, when appropriate, by the Procurement Department at the Corporate office or at one of the Authority facilities.

GUIDELINES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

PERSONAL PROPERTY

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Exhibit "A"
(Redlined)
March 20, 2018

GUIDELINES
FOR THE
DISPOSAL OF NEW YORK POWER AUTHORITY PERSONAL PROPERTY

I. PURPOSE

These Guidelines for the Disposal of New York Power Authority Personal Property (hereinafter "Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the Authority's policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

A. "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Board of Trustees to be responsible for the disposition of personal property. The "Contracting Officer" is hereby designated to be the Vice President – Procurement, 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 defined in Subsection X.G.1 of these Guidelines.

III. OBJECTIVE

The objective of these Guidelines is to identify those Authority personnel responsible for authorizing the disposal of Property owned by the Authority and to ensure that the Authority receives fair and reasonable value for such Property. The transfer or sale of Property shall be accounted for in accordance with the Authority's Corporate Accounting Policy No. CAP 4.3 "Accounting for Materials and Supplies

Inventory," and the Authority's procedures for the disposal of Property implementing these Guidelines.

IV. TRANSACTIONS NOT COVERED

These Guidelines do not apply to any of the following transactions:

1. Disposal of real property interests;
2. Exchange of Property with other utilities or power plant owners, where such owners will provide an identical or in-kind replacement;
3. Transfer/re-deployment of Property from one Authority facility to another Authority facility or to Canal Corporation.;
4. Disposal of natural gas that is subject to the Authority's Energy Resource Management Fuels Procedures.

V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS

A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines, including through development and implementation of internal controls (such as written procedures and supporting tools).

B. The individual responsible for disposal of Property greater than $5,000 at the Authority's facilities will be the Director – Site Purchasing & Warehouse ("DSP&W") or equivalent. For purposes of Property disposal, the DSP&W reports directly to the Contracting Officer or authorized designee.

C. The Manager - Purchasing/Warehouse at each facility acts as the local Property

Disposal Coordinator, who is responsible for Property disposal less than or equal to $5,000 and assists the DSP&W with all other disposals at his or her facility or location ("Facility PDC"). The Facility PDC reports to the DSP&W.

D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Procurement Division, (rebranded Strategic Supply Management, hereinafter “SSM”), to be the Property Disposal Coordinator(s) for the White Plains and other corporate offices ("WPO PDC"). For purposes of Property disposal, the WPO PDC(s) will confer, interface with and report to the Contracting Officer or authorized designee.

E. The Director of Fleet Operations (“DFO”) or equivalent(s) or authorized designee is responsible for the disposal of vehicles and rolling equipment. The DFO reports directly to the Vice President – Enterprise Shared Services or equivalent, or authorized designee.

F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DSP&W and the WPO PDC(s) should confer (by oral or written communication) with the Contracting Officer or authorized designee to determine if a "centralized" sale of Property, as outlined in Article VII, is appropriate. If agreed, the responsible Facility or WPO PDC (collectively hereinafter referred to as “PDC”) should arrange for shipment of the Property to be sold from the site to the sale location. If a centralized sale is not appropriate, the responsible PDC should proceed in accordance with the "decentralized" procedures, as outlined in Article VIII.

VI. DISPOSAL OF AUTHORITY PERSONAL PROPERTY

Except for Disposals pursuant to Article VII, Article XII and Subsection VI.A.4 of these Guidelines, whenever practicable, the responsible PDC shall solicit proposals from qualified bidders, to purchase the Property to be disposed of, and will maintain records of such solicitations. The PDC should use "Attachment A" attached hereto or an appropriate substitute for solicitations under this Article VI.

A. DISPOSAL METHODS FOR PERSONAL PROPERTY

1. For the purposes of these Guidelines, disposal methods may include, but are not limited to: sale (directly to the Buyer, through a third party, negotiation, advertised public auction that permits full and free competition consistent with the value and nature of the property or on any other centralized basis that achieves the same level of competition); return to the original equipment manufacturer or to the source; trade-ins or disposals as part of a competitive procurement; or disposal through the New York State Office of General Services ("OGS"). Provided, however, that no disposition of any Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar Property, shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. The Authority's Environment, Health and Safety Division should be consulted, on a

case-by-case basis, regarding disposal of items that may be considered hazardous waste.

2. Solicitation via telephone, e-mail and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed $15,000. All bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by this procedure and by the date and time (the "Bid Due Date") included in the solicitation.

3. All Disposals of Authority Property in excess of $15,000 shall be made after publicly advertising for bids except as provided in Subsection 4 below, using the following process:

   a. the appropriate advertisement for bids (Attachment "B" or an appropriate substitute) shall be made at such time prior to the Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. This may include advertisements in one or more of the following publications, depending on the nature of the Property: local newspapers in the geographic area of the facility where the sale is taking place, trade journals, regional or nationwide publications (if the market for such sale is regional or nationwide), the New York State Contract Reporter, internet services or other communication outlets as appropriate;

b. all bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by these guidelines and by the Bid Due Date included in the solicitation;

c. where the value of the Property exceeds $5,000, all bid amounts shall be posted to the Authority's internet website or publically disclosed at the time and place of the sale; and

d. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforms to the bid solicitation and is most advantageous to the Authority, price and other factors considered; however, any bid may be rejected when in the public interest to do so at the Authority's sole discretion.

4. Disposals of Property may be negotiated or made by public auction without regard to Subsection 3 of this Section, but subject to obtaining such competition as is feasible under the circumstances, if:

a. the Property involved has qualities separate from the utilitarian purpose of such Property, such as artistic quality, antiquity, historical significance, rarity or other quality of similar effect that would tend to increase its value, or if the Property is to be disposed of in such quantity that, if it were Disposed of under Subsection 3 of this Section, would adversely affect the state or local market for such Property, and the estimated Fair Market Value of such Property and other satisfactory terms of disposal may be obtained by negotiation;

b. bid prices after advertising therefore are not reasonable, either as to all or part of the Property, or have not been independently arrived at in open competition;

c. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Property and other satisfactory terms of Disposal are obtained by negotiation;

d. under those circumstances permitted by Subsection 6 of this Section;

e. if the estimated or actual fair market value of the property does not exceed $15,000; or

f. such action is otherwise authorized by law.

5. An explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property which has an estimated Fair Market Value in excess of fifteen thousand dollars ($15,000). In addition, an explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property disposed of by exchange, regardless of value. Each such statement shall be transmitted to the Commissioner of General Services, the State Legislature, the State Comptroller, the Director of the Division of the Budget and the Authorities Budget Office, not less than ninety days in advance of such Disposal, and a copy thereof shall be preserved in the Authority's files.

6. a. No Property owned or otherwise in the control of the Authority may be disposed or otherwise alienated for less than its Fair Market Value except if:

(i) 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;

(ii) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

(iii) 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.

b. 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:

(i) a full description of the Property;

(ii) 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;

(iii) 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;

(iv) a statement of the value to be received compared to the Fair Market Value;

(v) 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

(vi) 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.

c. 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 is made without competitive bidding and where the proposed contract price for the Property disposed of is less than Fair Market Value, a detailed explanation of the justification for making the Disposal without competitive bidding shall

be prepared, and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such Disposal and have determined that it complies with applicable law and these Guidelines.

B. **DISPOSAL OPTIONS IF NO BIDS OR NO ACCEPTABLE BIDS ARE RECEIVED**

The appropriate PDC shall confer with the DSP&W and the Contracting Officer or authorized designee to decide (i) if re-soliciting is feasible; (ii) if shipment to a third-party contractor for Disposal would result in higher-priced proposals; (iii) if disposal by other methods would be appropriate; and/or (iv) if the Fair Market Value estimate requires review or adjustment, where:

1. the solicitation pursuant to Section VI.A does not produce any bids to purchase the Property;
2. in the opinion of the Authority, the bids are not arrived at independently;
3. all bids are not reasonable in accordance with Section X.C; or
4. all bids received are less than the Authority's Fair Market Value estimate.

VII. CENTRALIZED DISPOSAL

A. Subject to the approval of the Contracting Officer or authorized designee and in

accordance with Article VI of these Guidelines, in either the initial document authorizing the disposal or through a subsequent communication, Property may be disposed of using any of the following methods:

1. Shipment of the material to a third-party vendor(s), selected by competitive bidding, which, pursuant to these Guidelines, will market the material for sale or dispose of such material in accordance with environmental and any other Authority requirements.
2. Consolidation of such Property at one of the Authority's facilities or an offsite warehouse for the purpose of conducting a sale managed by Authority staff, possibly with the assistance of an outside contractor.
3. Participation in public auctions provided the advertisement for bids through such methods permits full and free competition consistent with the value and nature of the property, as may be conducted through an independent auctioneer, online auction service, or another utility.

VIII. DECENTRALIZED DISPOSAL

A. The Regional Manager, Project Manager, or head of a Department or Division requiring disposal of Property which he or she believes to be disposable, will submit to the responsible PDC a written description of the material, with the original price (if known), and estimate of the Property's Fair Market Value (if available). If practical, a photograph of the material or equipment in question should be provided. Such submission shall be made to the responsible PDC for the location where the Property is located.

B. If the responsible PDC, in conference with either the DSP&W or the Contracting Officer or authorized designee, as appropriate, determines that other Authority facilities may have an interest in the Property, a notice should be sent to the other Authority facilities advising of its availability and requesting a response within a specified time frame. A record of the notice will be maintained by the responsible PDC. In the event that the responsible PDC and either the DSP&W 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.

1. For purposes of this Section G, the term "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.

XI. AUTHORIZATION LEVELS AND SIGNING AUTHORITY

A. For the purposes of these Guidelines, the Responsible Officer(s) or designee will in each case review the appropriateness of the Fair Market Value estimate and the recommendation for contract award for disposal of the Property. Responsible Officers or designee are designated as follows:

1. The Board of Trustees, if the Fair Market Value of the Property is greater than $1,000,000 or if the Disposal is for less than Fair Market Value in accordance with paragraph VI.A.6; or
2. The President or the Chief Operating Officer or equivalent(s), if the

Fair Market Value of the Property is up to $1,000,000; or

3. The Executive Vice President and Chief Financial Officer or equivalent(s), if the Fair Market Value of the Property is up to $750,000; or
4. For Fleet-related transactions, the Senior Vice President – Human Resources and Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $750,000; or
5. The Vice President – Procurement or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
6. For Fleet-related transactions, the Vice President – Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
7. The DSP&W, if the Fair Market Value of the Property is up to $100,000; or
8. For Fleet-related transactions, the Director – Fleet Operations, if the Fair Market Value of the Property is up to $100,000; or
9. The responsible PDC, if the Fair Market Value of the Property is $5,000 or less.

B. For public auctions or similar centralized disposals, such authorization should be obtained prior to submitting Property to auction based on the estimated Fair Market Value of the Property.

1. For purposes of these Guidelines, the Director - Fleet Operations ("DFO") or equivalent(s) and DSP&W are authorized to sign Disposal

Sales Agreements based upon the provisions of Section XI.A above whereby the DFO is authorized to sign fleet-related sales agreements and the DSP&W may sign both fleet and non-fleet sales agreements.

C. 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.

D. The foregoing provisions of this section shall not apply to the sale of energy and fuel. Such authorization shall be governed by the transaction authorization limits for energy and energy-related financial transactions, as adopted by the Authority's Board of Trustees.

XII. OTHER METHODS FOR DISPOSAL OF PERSONAL PROPERTY

A. Disposals as Part of a Competitive Procurement

These Guidelines are not intended to restrict disposals as part of a competitive procurement, including trade-ins, where the procurement is competitively bid and awarded in accordance with the Authority's Guidelines for Procurement Contracts and Fair Market Value can be obtained for the Property. Any such proposed disposal must be included as part of the solicitation of bids for the procurement. The solicitation must also include an estimated Fair Market Value of the Property or minimum bid

amount. The disposal or trade-in value must be stated in the proposals from bidders. When disposing of Property as part of a competitive procurement, the Authority may consider the cost difference between the accepted proposal and the next lowest responsive proposal as part of the consideration for the disposal of the Property.

B. **Return to the Original Equipment Manufacturer ("OEM") or to the Source**

For Property with a Fair Market Value of $15,000 or less, return of materials to the OEM or the source is permissible provided that the Authority receives full value for any materials equal to the price paid by the Authority or the estimated Fair Market Value of the Property. In the event a re-stocking fee is charged by the OEM or the source, the DSP&W or the Contracting Officer or authorized designee, as appropriate, shall be consulted to determine if such a re-stocking fee is reasonable and if there are other opportunities for sale of such material. Approval of all such returns to the OEM or the source when a re-stocking fee is charged, must be in accordance with the Authorization Levels delineated in Section XI.A.

C. **Disposal through the New York State Office of General Services (OGS)**

The Authority may utilize OGS for Disposal of Authority-owned Property including on-line disposal methods offered by OGS. In addition, in accordance with New York State law, surplus computers and related accessories, surplus office furniture, and other equipment may, with the

approval of the Contracting Officer or authorized designee, be transferred to OGS for disposition, in the case of computers and accessories to school districts located near Authority offices or operating facilities, or in the case of office furniture and office equipment, to other state entities. Disposal of these items in this manner represents the best value to New York State in lieu of attempted re-sale of such materials.

XIII. METHODS OF PAYMENT

The proceeds from the sale of Property in the form of cash or a certified check made payable to the Authority must be forwarded to the Authority's Treasurer by the Facility PDCs and to the Authority's Controller's Office by the DSP&W and WPO PDC(s). In certain cases involving a transfer of Property to other state agencies or authorities, the performance of documented services to the Authority equal to or greater in value to the Fair Market Value of the Property, will serve as payment for such Property. The authorization limits of Article XI shall apply to such transactions.

XIV. REPORTING REQUIREMENTS

A. The Authority shall publish, not less frequently than annually, a report of all Property having a FMV in excess of $5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Property disposed of by the Authority during such period. Such report shall be prepared in conjunction with the

report required by the Authority's "Guidelines for the Disposal of New York Power Authority Real Property."

B. Such report, as approved by the Board of Trustees, shall be submitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the Authorities Budget Office.

C. These Guidelines, as approved by the Trustees, shall be reviewed and approved annually by the Authority's Board of Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the Guidelines most recently reviewed and approved by the Board of Trustees, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the Comptroller, the Authority shall also post such Guidelines on the Authority's internet website and maintain such Guidelines on the website.

D. For disposal by negotiation of Property over $15,000, Property of any value related to the disposal of Real Property by exchange, or Property where part of the consideration received is Real Property, an explanatory statement shall be prepared and submitted to the parties as set forth in Subsection VI.A.5.

E. The Authority's Governance Committee meets at least three times per year. Staff from the Business Services Business Unit, or equivalent(s), prepare and present ongoing reports regarding disposals of personal property and real property.

F. The Authority may be called upon periodically to submit information regarding the Disposal of Personal Property to organizations implementing the PAAA or other statutes regulating the disposal of Property, such as the Authorities Budget Office through the Public Authorities Reporting Information System (“PARIS”).

BID SHEET

The following personal property is available for sale "AS IS, WHERE IS" and the Power Authority gives no warranty whatsoever as to its condition.

LUMP SUM BID AMOUNT* $_____

Subject to all terms and conditions set forth on the reverse hereof, the undersigned offers and agrees to purchase the above-described personal property at the bid amount indicated.

Signature	Company Name
Name (Printed)	Street Address
Date	City, State, Zip Code
FAX number	Telephone number

* All sales are subject to New York State Sales Tax and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

PERSONAL PROPERTY SALE
SALE NO. _____
NEW YORK POWER AUTHORITY
(ADDRESS OF PROJECT)
Telephone: ( ) _____
FAX: ( ) _____

Subject to the terms and conditions stated below, bids will be received on the personal property, either by mail, fax or hand delivery at the (Location) _____ no later than (Date) _____.

The personal property is available for inspection, by appointment, at the (Project) _____. For an appointment, please contact the Property Disposal Coordinator, (Name) _____ at (Telephone no.) _____.

Successful bidders will be required to pay by certified check, on notice from the Authority that the bid has been accepted, and remove the personal property from the Authority's premises within ten (10) calendar days after receipt of notice of award.

Envelopes containing bids submitted by mail should be marked on the outside to indicate that a bid on Sale No. ____ is enclosed.

Current and former employees of the Power Authority or relatives of such employees or third parties acting on behalf of such employees or relatives are ineligible to bid and are prohibited from subsequently acquiring such personal property in any manner.

1. **INSPECTION.** Bidders are invited, urged and cautioned to inspect the personal property being sold prior to submitting a bid. The personal property will be available for inspection at the time and place specified above. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

2. **CONDITION OF PROPERTY.** All personal property listed is offered for sale "AS IS, WHERE IS". The Authority does not in any way warrant the fitness of the personal property for any particular use or its merchantability and disclaims any other representations or warranties, express or implied, including, but not limited to, quality, character, performance or condition of the personal property or any of its component parts, assemblies, or accessories.

3. **CONSIDERATION OF BIDS.** Bids must be submitted in writing on the form provided by the Authority (see reverse side) and shall be submitted on all items listed. The Authority reserves the right to reject any and all bids, to waive technical defects in bids and to award sale of the items as may be in the best interest of the Authority.

4. **PAYMENT.** The Purchaser agrees to pay for the awarded personal property in accordance with the prices quoted in his/her bid. Payment of the full purchase price must be made within the time allowed for removal, and prior to the release of any personal property to the Purchaser.

5. **NEW YORK STATE SALES AND COMPENSATING USE TAX.** All sales will be subject to New York State Sales and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

ADVERTISEMENT FOR PROPOSALS

The following described personal property, shall be sold "AS IS, WHERE IS" by the New York Power Authority ("the Authority").

1. Sealed bids are invited for the above, which will be available for inspection by inquiry at the (Location/Building) at the (Project and Address) between the hours of _____ a.m. to __ p.m. on (Date/s) . Bids must be submitted on the Authority's bid form, which can be obtained by calling (Telephone no.) . No bid will be accepted unless it is on such form. Bids shall be accepted on or before ___ p.m. on (Date) .

2. Current and former employees of the Authority or relatives of such employees or third parties seeking to act on behalf of such employees or relatives shall be ineligible to bid.

3. Successful bidders, on notice from the Authority, shall be required to pay by certified check and shall promptly remove the personal property from the Authority's property.

4. The Authority reserves the right to reject any and all bids.

PERSONAL PROPERTY
SALES AGREEMENT

_____, the Buyer, and the Power Authority of the State of New York ("the Authority"), agree as follows:

1) The personal property identified herein is sold by the Authority and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.

2) **THE AUTHORITY DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**

3) The Buyer warrants that he/she/it is not a current or former Authority employee, is not related to an Authority employee and did not bid on behalf of an Authority employee. Buyer is aware that Authority employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.

4) The Buyer shall indemnify and hold harmless the Authority and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

5) Except for disposals by public auction, the Buyer shall remove the personal property from the Authority's premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York Power Authority.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____, 20 _____.

Buyer (Print or Type):

_____

_____

_____

Seller:

Power Authority of the State of New York

123 Main Street

White Plains, New York 10601

_____
Authorized Signature

_____
Authorized Signature

_____
Full Name (Printed)

_____
Title

_____
Title

PRIVACY LAW NOTIFICATION

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF AUTHORITY PROPERTY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the Power Authority of the State of New York in the sale of Authority personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Authority.

This information will be maintained by Fleet Operations, at the Power Authority of the State of New York, Clark Energy Center located at 6520 Glass Factory Road, Marcy, N.Y. 13403, (315) 724-8186 or, when appropriate, by the Procurement Department at the Corporate office or at one of the Authority facilities.

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

DESCRIPTION	PURCHASER	SALE PRICE	PRICE RECEIVED by the Authority
REFRIGERANT TANKS AT NIAGARA AND ST LAWRENCE PROJECTS	AIRGAS USA LLC, DBA FOR AIRGAS, INC.	$ 6,723.88	$ 6,723.88
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 9,994.00	$ 9,994.00
CO2 AND HYDROGEN CYLINDERS AT ST LAWRENCE PROJECT	AMERITANX, INC.	$ 19,000.00	$ 19,000.00
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 15,757.03	$ 15,757.03
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 10,156.62	$ 10,156.62
CO2 CYLINDERS AT NIAGARA PROJECT (1)	AMERITANX, INC.	$ 19,700.00	$ 19,700.00
	SUBTOTAL:	$ 81,331.53	$ 81,331.53

(1) NYPA received payment from Ameritanx, Inc. of $22,700 as the winning bidder in an auction for CO2 cylinders. NYPA subsequently refunded $3,000 for missing Kidde valves, resulting in a net price received of $19,700.

Exhibit "A-1"
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

FLEET OPERATIONS

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED * by the Authority
2000 HYSTER FORKLIFT	POWER & CONSTRUCTION GROUP INC	$ 13,500.00	$ 100.00	$ 13,400.00
2004 JLG 450AJ MANLIFT	AMAZING MOTORS	$ 21,000.00	$ 100.00	$ 20,900.00
2004 JLG 600S MANLIFT	NICHOLAS KRYWOSA	$ 2,000.00	$ 100.00	$ 21,900.00
2005 YALE GLP06-TG FORKLIFT	DAN DIMOND EQUIPMENT INC	$ 1,000.00	$ 100.00	$ 10,900.00
2008 CHEVY IMPALA	UPSTATE AUTO SALES INC	$ 5,500.00	$ 100.00	$ 5,400.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,100.00	$ 100.00	$ 5,000.00
2008 FORD ESCAPE	JULIAN PADUANA	$ 5,200.00	$ 100.00	$ 5,100.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	DILCIA BARROS	$ 5,750.00	$ 100.00	$ 5,650.00
2008 FORD F350 PICKUP	UPSTATE AUTO SALES INC	$ 1,000.00	$ 100.00	$ 10,900.00
2008 FORD F550 PICKUP	CNY SEALCOATING & CONCRETE LLC	$ 3,750.00	$ 100.00	$ 13,650.00
2009 CHEVY IMPALA	THOMAS BROWN	$ 6,250.00	$ 100.00	$ 6,150.00
2009 DODGE DURANGO	CHAMPION INTERNATIONAL	$ 5,250.00	$ 100.00	$ 5,150.00
2011 FORD F350 PICKUP	ICAR AUTO SALES LLC	$ 1,000.00	$ 100.00	$ 10,900.00
2011 FORD F350 PICKUP	CHRIS ALBICKER	$ 1,000.00	$ 100.00	$ 10,900.00
2011 FORD FUSION	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2011 FORD FUSION	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2011 TOYOTO HIGHLANDER	L&V DOM & IMPORTED AUTO SALES INC	$ 2,500.00	$ 100.00	$ 12,400.00

* Sale Price less transportation and other costs. Includes items where the Sale Price and/or the estimated Fair Market Value exceeded $5,000.

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

FLEET OPERATIONS (CONTINUED)

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED * by the Authority
2012 FORD FUSION	RWC ENTERPRISES	$ 6,450.00	$ 100.00	$ 6,350.00
2012 FORD FUSION	CJ'S CAR AMERICA	$ 6,950.00	$ 100.00	$ 6,850.00
2005 JD ATV	HYLAN DATACOM & ELECTRICAL LLC	$ 7,750.00	$ 100.00	$ 7,650.00
2013 FORD FUSION	SUSAN M BUTTON	$ 7,500.00	$ 100.00	$ 7,400.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,750.00	$ 100.00	$ 5,650.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,250.00	$ 100.00	$ 5,150.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	CONNIE BURNETT	$ 6,000.00	$ 100.00	$ 5,900.00
2009 FORD F250	ICAR AUTO SALES LLC	$ 10,750.00	$ 100.00	$ 10,650.00
2005 INTR 7400	ACE EQUIPMENT NORTH	$ 13,000.00	$ 100.00	$ 12,900.00
2003 WORK VAN	LEHIGH AUTO SALES & SERVICE LLC	$ 8,000.00	$ 100.00	$ 7,900.00
2007 INTR 5600	KT POWER	$150,000.00	$ 100.00	$ 149,900.00
2006 CATE D5GL	VILLAGE TRUCK SALES	$ 46,000.00	$ 100.00	$ 45,900.00
2004 JLG M6400J	INTEGRA SUPPLY	$ 15,000.00	$ 100.00	$ 14,900.00
	FLEET SUBTOTAL:	$ 474,450.00	$ 3,300.00	$ 471,150.00
	+ SUBTOTAL Page 1:	$ 81,331.53	--	$ 81,331.53
	GRAND TOTAL:	$ 555,781.53	$ 3,300.00	$ 552,481.53

* Sale Price less transportation and other costs. Includes items where the Sale Price and/or the estimated Fair Market Value exceeded $5,000.

Exhibit 4g v-A-1
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 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 has been 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, most recently on March 21, 2017.

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 20, 2018, are now presented to the full Board of Trustees for review and approval at their meeting of the same date. The approved Guidelines will become effective on March 31, 2018 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 2017 included purchase of goods, services and construction work in support of the Authority's newly designed Integrated Smart Operations Center (ISOC), 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, the Puerto Rico Electric Power Authority (PREPA) hurricane Maria relief effort, Headquarters operations along with the Authority's Strategic Initiatives and Digital Transformation.

In an effort to align NYPA's procurement processes with the industry's best practices, the Strategic Supply Management group has implemented SAP Ariba Procure to Contract platform with a comprehensive Supplier Information Management and Performance, Electronic Sourcing, and Contract Management system. In 2017 SSM fully adopted the first of two modules, Supplier Information and Performance Management ("SIPM") and e Sourcing. SIPM has provide the functionality to manage suppliers' information, risk and performance, which will be measured via surveys completed by the project team. The Ariba e sourcing streamlines the bidding processes by using electronic documents and automating processes and controls. The Contract Management module which will document and control any negotiated changes to the terms and conditions of contract document is in the pilot stage prior to full adoption.

In 2018 SSM will expand the Ariba platform with the addition of a Catalog Management module. This feature will enable catalog technology for frequently used goods to be procured easily and efficiently. The first catalogs will be for lighting in support of the Energy Services projects.

The Canal Corporation is fully integrated into the SSM process and procedures. SSM is meeting on a regular basis to assist and train Canal personnel in the adherence with the Guidelines for Procurement Contracts, policies and procedures, along with the use of SSM technology such as SAP, Adobe Echosign and Digital Warehouse.

SUPPLIER DIVERSITY PROGRAM ("SDP")

From January to December 2017, the Authority and the Canal Corporation expended $64.7 Million or 18% of its reportable expenditures to New York State-certified 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 calendar year 2017 resulted in $ 605.1 Million or 30.5% in principal sales and purchases for the Authority.

The SDP program reached a milestone of $1 billion in payments to MWBEs in the 3rd reporting quarter. SDP's and SSM's dedication and hard work over the years has ensured continuous and increased participation of MWBEs in NYPA procurements.

The Authority remains challenged in meeting the aggressive 30% MWBE goal due to numerous factors; onboarding of the Canal Corporation, the conclusion of multiple energy efficiency contracts and NYPA's unique position as an energy producing utility. However, we are confident that the new procurement model, proper procurement goal assessment, enhanced tracking and reporting of MWBEs and SDVOBs along with the revised approaches in determining MWBE goal participation, will collectively provide the Authority continued success in providing opportunities to diverse suppliers.

The Authority continues to work diligently with Empire State Development ("ESD") and the Office of General Services to meet their respective legislative requirements.

SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM

The Service-Disabled Veteran-Owned Business Act was signed into law by Governor Andrew M. Cuomo on May 12, 2014. In January of 2015, the Authority was selected as one of four (4) authorities to participate in a pilot program under the auspices of the Office of General Services ("OGS"). The program is now in full effect and all New York State agencies and authorities are mandated to meet six percent (6%) SDVOB participation goals. The 6% SDVOB goal is in addition to 30% goals established pursuant to Article 15-A of the Executive Law with respect to procurements from certified Minority and Women-owned Business Enterprises.

Service-Disabled Veteran-Owned Business (SDVOB) utilization for the period January – December 2017 is approximately $ 2.4 Million or 13% of designated spend. Additionally, SDVOB financial dealers transacted over $549 Million or 27.7% in principal sales and purchases during the same period. The Authority continues to be recognized by the Office of General Services as one of the leading agencies in this area. As the program evolves, target areas will be expanded to afford even greater procurement opportunities for the SDVOB community.

CREDIT CARD PROCUREMENT SYSTEM

The Credit Card Procurement System (CCPS) is utilized to procure goods and services valued under $5,000. At the end of 2017, the Authority had approximately 139 cardholders in both headquarters and operating facilities. The average value of a single transaction was approximately $780. The average number of credit card transactions was 895 per month, with an average total monthly value of $697,912, totaling more than $8.4 million for the year and increase of more than $2.5 million over last year. This increase is due to additional credit card activity in support of Puerto Rico Electric Power Authority (PREPA) relief efforts. With the integration of the Canal Corporation (Canals) in 2017, the CCPS program expanded by approximately 97 cardholders and totaled more than $2 million for the year. Canals averaged 886 transactions per month. A single transaction averaged approximately $188 per month with a monthly average value of $166,938.

The combine credit card spend for both the Authority and Canal was more than $10 million averaging $485 per transaction and $864,950 per month with the largest effort in support of PREPA towards the end of the year. The total amount of the rebate for the Authority from JP Morgan Chase based on credit card activity for the year 2017 has exceeded $155,000 compared to 2016 rebate of $54,000.

2017 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 2017, including contracts that were extended into 2018 or beyond. There were 2,877 such contracts with an estimated value of more than $8.5 billion, which also includes the Authority, Canal, fossil fuel and corporate finance expenditures. Total procurement expenditures in 2017 exceeded $759 million. This amount represents more than $142 million for the purchase of fossil fuels and related services.

As illustrated in Attachment II, the following is a breakdown of the total value of active contracts including the Authority, Canal, fuels and corporate finance by contract type:

- 36% Construction Services;
- 43% Equipment and Commodities;
- 1% Architectural and Engineering Services and Legal Services;
- 6% Personal Service contracts such as professional consulting services;
- 14% Non-Personal Service contracts such as maintenance, repairs, technicians and contingent workforce

Additional illustrations are based on the total value of the contracts reported ($8.5 billion), including the Authority, Canal, fuels and corporate finance, that approximately 98% of contracts (with a total contract value of approximately $8.4 billion), were competitively bid. In 2017, approximately 2% of contracts (with a total contract value of $166 million), were sole/single-source awards, of which included over $2.4 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 4g v-A-2
March 20, 2018

NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

1. PURPOSE

These Guidelines for Procurement Contracts ("Guidelines") set forth the policy of the Authority regarding the solicitation and awarding of procurement contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

A. "Procurement Contracts" are contracts for the acquisition of goods and/or services in the actual or estimated amount of $5,000 or more. Such goods and/or services are those necessary to support the Authority's White Plains office, facilities, operations and maintenance ("O&M") and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C. below.

B. "Non-Procurement Contracts" include contracts under $5,000 and contracts for energy with or without environmental attributes included, capacity, 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) and credit rating services. In addition, Non-Procurement Contracts include direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Authority participates.

C. "Services Contracts" are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Authority) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting,

architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Authority) and construction management. Non-Personal Services include, but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Authority supervision; maintenance, repairs, and printing services. Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

> Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Authority staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

D. "Goods" include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as Equipment," where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.

E. "Evaluation of Proposals," as further set forth in Section 4 below, includes as evaluating factors the Authority's consideration of a bidder's skill, judgment and business integrity.

F. "Contact" is any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding the procurement.

G. "Relative" is any person living in the same household as the Authority employee and 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.

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. "Small Business" (or Small Business Enterprise, "SBE"), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1)

in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.

J. "Single Source" is a procurement in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.

K. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

L. "Service-Disabled Veteran-Owned Business" ("SDVOB") is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.

M. "Discretionary Purchase" is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding $200,000 for the purchase of commodities and/or services from Small Businesses or NYS-certified MWBE or SDVOB firms, and as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Authority, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than $200,000, pursuant to State Finance Law § 163.

N. "Disadvantaged Business Enterprise" (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

O. "Operation and Maintenance" ("O&M") generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an "asset") in optimal operating condition and/or to restore an asset to its

productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA's production/transmission facilities and energy programs.

P. "Capital projects" generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA's customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. SOLICITATION REQUIREMENTS

A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Procurement Department (rebranded Strategic Supply Management, hereinafter "SSM"), 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. Whenever possible and practicable, notification of the availability of an RFP and RFQ on the Authority's Procurement website should be sent to more than five providers.

B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information ("RFI"). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder's skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.

C. The Authority may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Authority representative.

D. In order to promote the use of Minority- and Women-owned Business Enterprises ("MWBEs"), Service-Disabled Veteran-Owned Businesses ("SDVOBs") and Small Business Enterprises ("SBEs"), the Authority will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the

definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs, SDVOBs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding $200,000, in the aggregate including all amendments, from a NYS-certified MWBE or SDVOB firm or an SBE that offers a reasonable price for such goods and/or services. The award of such proposal requires the written approval of the Vice President of Procurement. 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 of Procurement. 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 the SSM 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; 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 the following 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): (1) the Authority's name and address; (2) the solicitation number; (3) a brief description of the goods and/or services sought, the location where goods are to be delivered and/or services provided and the contract term; (4) the address where bids or proposals are to be submitted; (5) the due date for bids or proposals; (6) a description of any eligibility or qualification requirements or preferences; (7) a statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture or coproduction arrangement; (8) any other information deemed useful to potential contractors; (9) the name, address, and phone number of the person to be contacted for additional information and (10) a statement as to whether the goods and/or services sought have, in the immediately preceding three-year period, been supplied by a Foreign Business Enterprise. 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 of Procurement, and/or the head of the initiating department that does not complete its procurements through the SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Authority.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of $50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding $200,000 awarded to Small Businesses or NYS-certified SDVOB or MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, 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 not exceeding $200,000 in the aggregate. 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 or to a NYS-certified SDVOB or MWBE firm for discretionary purchases not exceeding $200,000, pursuant to Section 3.D and as further set forth in Section 2.M.
6. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
7. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
8. 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 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 of Procurement, 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 of Procurement 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 definitions shall apply:

1. A “Procurement Contract” is any contract or other agreement for a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of

other interest in real property that is the subject of a governmental procurement, with an estimated annualized expenditure in excess of $15,000. Grants, contracts between the Authority and non-profit organizations pursuant to Article 11-B of the State Finance Law, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions are not Procurement Contracts.

2. 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.

3. 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 Corporate Policy 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 him/herself, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Authority's Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the White Plains SSM Department and/or the appropriate facility SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the Vice President of Procurement or equivalent(s) 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 Supplier Diversity Program factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is $250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or procurement contract proposal based on lack of adherence to diversity practices.

C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.

D. For Procurement Contracts other than Personal Services (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Authority will be transitioning to a "Best Value" basis for awarding contracts for services 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 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. 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 of Procurement.

B. 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.

C. 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.

D. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.

E. 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 of Procurement or equivalent(s) or designee, may authorize extending such contract, subject to the Trustees ratifying such action as soon as practicable.

F. 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.

G. 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 of Procurement 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.

H. 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.

I. Pursuant to Public Authorities Law § 2879, the Authority shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than $1 million simultaneously with notifying the successful bidder therefor. The Authority shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. CONTRACT PROVISIONS

A. The following standard forms of contracts are available from the White Plains SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Authority departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the SSM Department, which, along with the facilities' SSM Departments, is solely responsible for requesting proposals.

B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work
8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements

20. Entire Agreement

Contract Attachments

1. Compensation Schedule
2. Schedule of Services or Specifications
3. Appendix "A" (Miscellaneous Statutory Provisions)
4. Appendix "B" (Prompt Payment Provisions)
5. Appendix "C" (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix "D" (Background Security Screening for Authority Contractors)
7. Appendix "E" (Omnibus Procurement Act of 1992 Requirements)
8. Appendix "F" (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix "G" (Equal Employment Opportunities Requirements)
10. Appendix "H" (Tax Law Requirements)
11. Appendix "I" (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/Or Unescorted Physical Access Training Requirements)
12. Appendix "J" (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix "K" (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) ("ARRA") Funded Projects) - inactive
14. Appendix "L" (DOE Federal Contract Provisions) - inactive
15. Appendix "M" (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology ("BART") for Heavy Duty Vehicles)
16. Appendix "N" (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix "O" (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix "P" (Information Security Requirements for Vendors and External Partners)

C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Authority to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or
4. The originating Authority Business Unit determines in writing that the restrictions are not in the best interests of the Authority. Such originating Business Unit shall obtain the approval of the applicable Business Unit Head or equivalent(s), Vice President of Procurement or equivalent(s) or designee, Assistant General Counsel or equivalent(s) and President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

A. Change Orders to existing contracts are justified in the following cases:

1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;

2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;

3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;

4. When rebidding would not be practical or in the best interests of the Authority's customers; and

5. To meet the Authority's Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.

B. All Change Orders must be approved in accordance with the Authority's EAPs, and should include specific schedules for completion of work at the earliest possible time.

C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of $1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES

A. Former Authority officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the President and Chief Executive Officer, as well as the Chairman of the Board of Trustees.

B. Pursuant to the provisions of New York Public Officers Law § 73(8):

1. No Authority officer or employee is eligible, within a period of two years after the termination of Authority service to appear or practice before the Authority or receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application or other matter before the Authority.

2. No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Authority officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Authority, if, prior to engaging in such service, the Chairman of the Board of Trustees certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Authority's needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.

C. No Authority employee who is involved in the award of Authority grants or contracts may ask any officer, director or employee of such current or prospective

contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

D. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.

E. No Authority employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Authority employee or a Relative of such Authority employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Authority strives to continue to foster the development of business opportunities on Authority contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than $25,000 and construction contracts for more than $100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Authority aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than $100,000 shall be provided and posted on the Procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Authority's Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Authority and ensuring that such lists are updated regularly. The Authority shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in procurement contracts awarded by the Authority and for the utilization of MWBEs as subcontractors and suppliers by entities having procurement contracts with the Authority. Statewide numerical participation target goals shall be established by the Authority based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Authority's procurements.
6. Designate one or more senior staff of the Authority to oversee the Authority's programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM REQUIREMENTS

The Authority also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Authority contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Authority's form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Authority contracts.

2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.

3. Achieve an overall goal of six percent for SDVOB participation on Authority contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Authority strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in NYPA Federally funded contracts. The Authority aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Authority follows the DBE guidelines as set out by The Federal Department of Transportation ("DOT"). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Authority is committed to promoting participation of DBEs in NYPA contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Authority's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The White Plains SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records are transmitted to the Digital Warehouse for electronic storage and retrieval. At the facilities, such records are currently maintained and stored by the facilities' SSM Departments.

B. Procurement Report

After the end of each calendar year, the Vice President of Procurement 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 of Procurement 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 4g v-A-2
March 20, 2018

NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

1. PURPOSE

These Guidelines for Procurement Contracts ("Guidelines") set forth the policy of the Authority regarding the solicitation and awarding of procurement contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

A. "Procurement Contracts" are contracts for the acquisition of goods and/or services in the actual or estimated amount of $5,000 or more. Such goods and/or services are those necessary to support the Authority's White Plains office, facilities, operations and maintenance ("O&M") and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C. below.

B. "Non-Procurement Contracts" include contracts under $5,000 and contracts for energy with or without environmental attributes included, capacity, 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) and credit rating services. In addition, Non-Procurement Contracts include direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Authority participates.

C. "Services Contracts" are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Authority) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting,

architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Authority) and construction management. Non-Personal Services include, but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Authority supervision; maintenance, repairs, and printing services. Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

> Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Authority staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

D. "Goods" include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as Equipment," where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.

E. "Evaluation of Proposals," as further set forth in Section 4 below, includes as evaluating factors the Authority's consideration of a bidder's skill, judgment and business integrity.

F. "Contact" is any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding the procurement.

G. "Relative" is any person living in the same household as the Authority employee and 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.

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. "Small Business" (or Small Business Enterprise, "SBE"), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1)

in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.

J. "Single Source" is a procurement in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.

K. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

L. "Service-Disabled Veteran-Owned Business" ("SDVOB") is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.

M. "Discretionary Purchase" is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding $200,000 for the purchase of commodities and/or services from Small Businesses or NYS-certified MWBE or SDVOB firms, and as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Authority, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than $200,000, pursuant to State Finance Law § 163.

N. "Disadvantaged Business Enterprise" (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

O. "Operation and Maintenance" ("O&M") generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an "asset") in optimal operating condition and/or to restore an asset to its

productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA's production/transmission facilities and energy programs.

P. "Capital projects" generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA's customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. SOLICITATION REQUIREMENTS

A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Procurement Department (rebranded Strategic Supply Management, hereinafter "SSM"), 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. Whenever possible and practicable, notification of the availability of an RFP and RFQ on the Authority's Procurement website should be sent to more than five providers.

B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information ("RFI"). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder's skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.

C. The Authority may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Authority representative.

D. In order to promote the use of Minority- and Women-owned Business Enterprises ("MWBEs"), Service-Disabled Veteran-Owned Businesses ("SDVOBs") and Small Business Enterprises ("SBEs"), the Authority will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the

definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs, SDVOBs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding $200,000, in the aggregate including all amendments, from a NYS-certified MWBE or SDVOB firm or an SBE that offers a reasonable price for such goods and/or services. The award of such proposal requires the written approval of the Vice President of Procurement. 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 of Procurement. 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 the SSM 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; 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 the following 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): (1) the Authority's name and address; (2) the solicitation number; (3) a brief description of the goods and/or services sought, the location where goods are to be delivered and/or services provided and the contract term; (4) the address where bids or proposals are to be submitted; (5) the due date for bids or proposals; (6) a description of any eligibility or qualification requirements or preferences; (7) a statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture or coproduction arrangement; (8) any other information deemed useful to potential contractors; (9) the name, address, and phone number of the person to be contacted for additional information and (10) a statement as to whether the goods and/or services sought have, in the immediately preceding three-year period, been supplied by a Foreign Business Enterprise. 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 of Procurement, and/or the head of the initiating department that does not complete its procurements through the SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Authority.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of $50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding $200,000 awarded to Small Businesses or NYS-certified SDVOB or MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, 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 not exceeding $200,000 in the aggregate. 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 or to a NYS-certified SDVOB or MWBE firm for discretionary purchases not exceeding $200,000, pursuant to Section 3.D and as further set forth in Section 2.M.
6. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
7. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
8. 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 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 of Procurement, 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 of Procurement 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 definitions shall apply:

1. A “Procurement Contract” is any contract or other agreement for a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of

other interest in real property that is the subject of a governmental procurement, with an estimated annualized expenditure in excess of $15,000. Grants, contracts between the Authority and non-profit organizations pursuant to Article 11-B of the State Finance Law, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions are not Procurement Contracts.

2. 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.

3. 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 Corporate Policy 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 him/herself, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Authority's Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the White Plains SSM Department and/or the appropriate facility SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the Vice President of Procurement or equivalent(s) 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 Supplier Diversity Program factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is $250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or procurement contract proposal based on lack of adherence to diversity practices.

C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.

D. For Procurement Contracts other than Personal Services (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Authority will be transitioning to a "Best Value" basis for awarding contracts for services 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 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. 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 of Procurement.

B. 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.

C. 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.

D. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.

E. 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 of Procurement or equivalent(s) or designee, may authorize extending such contract, subject to the Trustees ratifying such action as soon as practicable.

F. 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.

G. 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 of Procurement 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.

H. 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.

I. Pursuant to Public Authorities Law § 2879, the Authority shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than $1 million simultaneously with notifying the successful bidder therefor. The Authority shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. CONTRACT PROVISIONS

A. The following standard forms of contracts are available from the White Plains SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Authority departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the SSM Department, which, along with the facilities' SSM Departments, is solely responsible for requesting proposals.

B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work
8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements

20. Entire Agreement

Contract Attachments

1. Compensation Schedule
2. Schedule of Services or Specifications
3. Appendix "A" (Miscellaneous Statutory Provisions)
4. Appendix "B" (Prompt Payment Provisions)
5. Appendix "C" (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix "D" (Background Security Screening for Authority Contractors)
7. Appendix "E" (Omnibus Procurement Act of 1992 Requirements)
8. Appendix "F" (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix "G" (Equal Employment Opportunities Requirements)
10. Appendix "H" (Tax Law Requirements)
11. Appendix "I" (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/Or Unescorted Physical Access Training Requirements)
12. Appendix "J" (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix "K" (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) ("ARRA") Funded Projects) - inactive
14. Appendix "L" (DOE Federal Contract Provisions) - inactive
15. Appendix "M" (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology ("BART") for Heavy Duty Vehicles)
16. Appendix "N" (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix "O" (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix "P" (Information Security Requirements for Vendors and External Partners)

C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Authority to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or
4. The originating Authority Business Unit determines in writing that the restrictions are not in the best interests of the Authority. Such originating Business Unit shall obtain the approval of the applicable Business Unit Head or equivalent(s), Vice President of Procurement or equivalent(s) or designee, Assistant General Counsel or equivalent(s) and President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

A. Change Orders to existing contracts are justified in the following cases:

1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;

2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;

3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;

4. When rebidding would not be practical or in the best interests of the Authority's customers; and

5. To meet the Authority's Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.

B. All Change Orders must be approved in accordance with the Authority's EAPs, and should include specific schedules for completion of work at the earliest possible time.

C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of $1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES

A. Former Authority officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the President and Chief Executive Officer, as well as the Chairman of the Board of Trustees.

B. Pursuant to the provisions of New York Public Officers Law § 73(8):

1. No Authority officer or employee is eligible, within a period of two years after the termination of Authority service to appear or practice before the Authority or receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application or other matter before the Authority.

2. No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Authority officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Authority, if, prior to engaging in such service, the Chairman of the Board of Trustees certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Authority's needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.

C. No Authority employee who is involved in the award of Authority grants or contracts may ask any officer, director or employee of such current or prospective

contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

D. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.

E. No Authority employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Authority employee or a Relative of such Authority employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Authority strives to continue to foster the development of business opportunities on Authority contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than $25,000 and construction contracts for more than $100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Authority aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than $100,000 shall be provided and posted on the Procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Authority's Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Authority and ensuring that such lists are updated regularly. The Authority shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in procurement contracts awarded by the Authority and for the utilization of MWBEs as subcontractors and suppliers by entities having procurement contracts with the Authority. Statewide numerical participation target goals shall be established by the Authority based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Authority's procurements.
6. Designate one or more senior staff of the Authority to oversee the Authority's programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM REQUIREMENTS

The Authority also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Authority contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Authority's form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Authority contracts.

2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.

3. Achieve an overall goal of six percent for SDVOB participation on Authority contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Authority strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in NYPA Federally funded contracts. The Authority aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Authority follows the DBE guidelines as set out by The Federal Department of Transportation ("DOT"). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Authority is committed to promoting participation of DBEs in NYPA contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Authority's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The White Plains SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records are transmitted to the Digital Warehouse for electronic storage and retrieval. At the facilities, such records are currently maintained and stored by the facilities' SSM Departments.

B. Procurement Report

After the end of each calendar year, the Vice President of Procurement 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 of Procurement 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

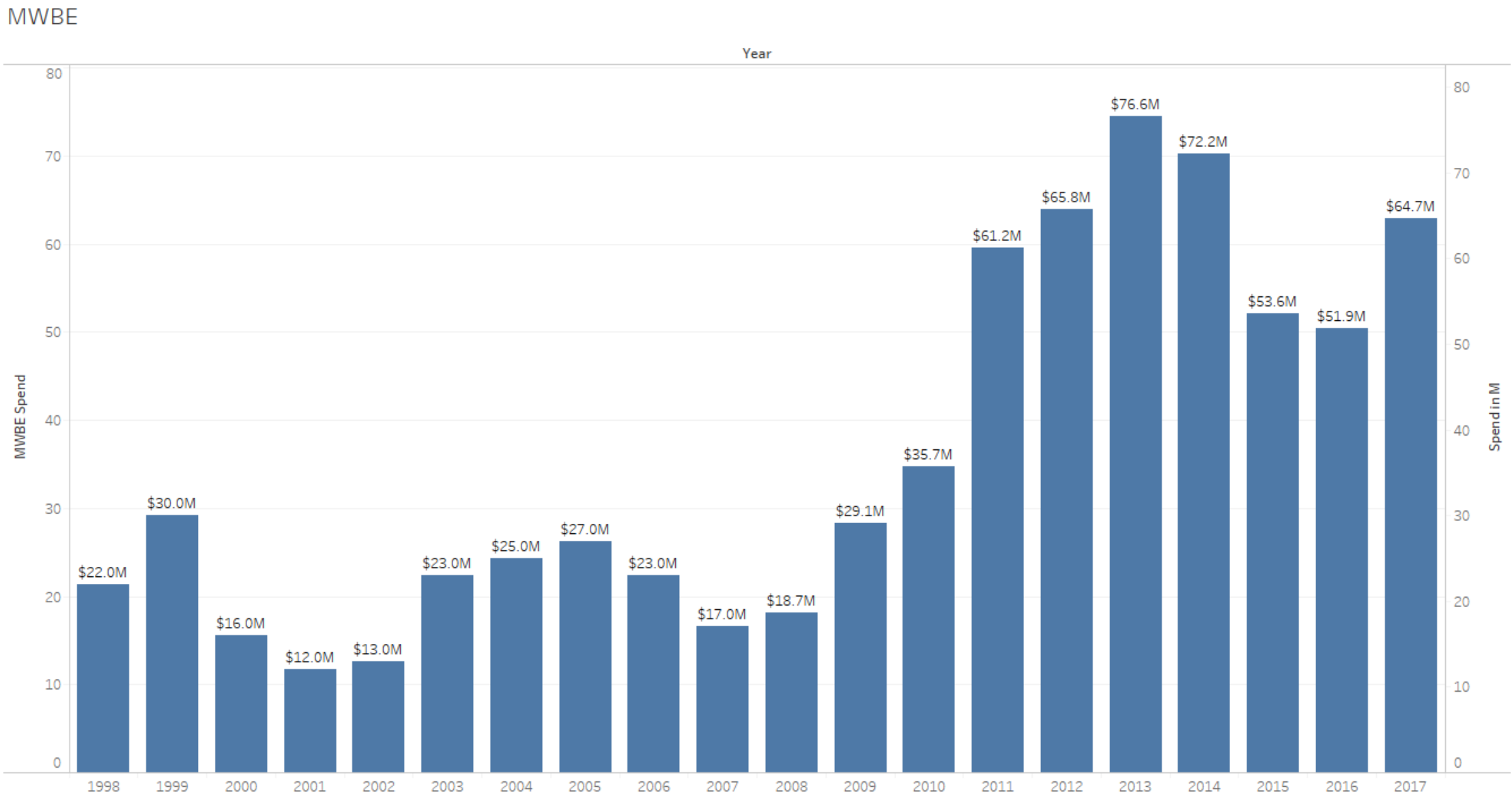
A. These Guidelines are intended for the guidance of officers and employees of the Authority only. Nothing contained herein is intended, nor should it be construed, to

confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.

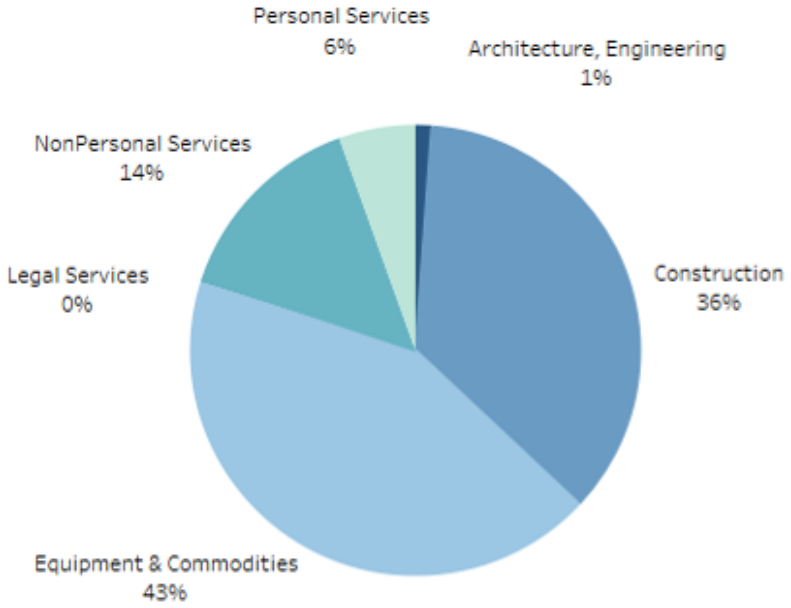
B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

In 2017, NYPA and the Canal Corporation expended $64.7M or 18% of its reportable expenditures to NYS certified MWBEs.

Exhibit 4g v-A-3
March 20, 2018

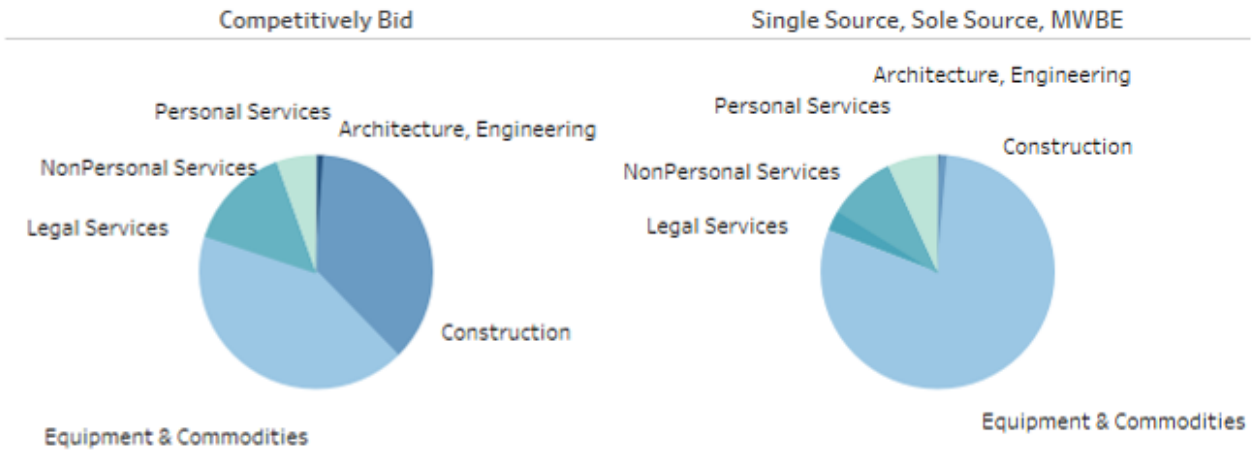


$8.6B of contracts were active in 2017



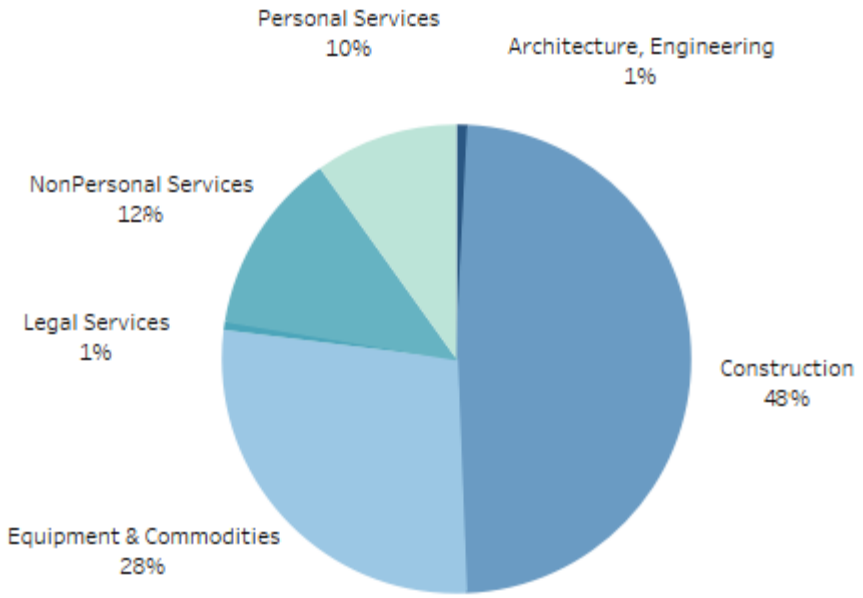
	% of Total	Count	Contract Amount
Architecture, Engineering	1%	64	$97M
Construction	36%	212	$3,081M
Equipment & Commodities	43%	1,395	$3,687M
Legal Services	0%	38	$20M
NonPersonal Services	14%	757	$1,231M
Personal Services	6%	411	$470M
Grand Total	100%	2,877	$8,586M

Method of Award: $8.4B (98%) of 2017 active contracts were competitively bid



	Competitively Bid		Single Source, Sole Source, MWBE	
	% Contract Amount by Type	Contract Amount	% Contract Amount by Type	Contract Amount
Architecture, Engineering	99%	$96M	1%	$1M
Construction	100%	$3,079M	0%	$2M
Equipment & Commodities	96%	$3,555M	4%	$132M
Legal Services	75%	$15M	25%	$5M
NonPersonal Services	99%	$1,215M	1%	$16M
Personal Services	98%	$459M	2%	$11M
	98%	$8,419M	2%	$167M

$759M in expenditures in 2017



	% of Spend	Spend 2017
Architecture, Engineering	1%	$6M
Construction	48%	$369M
Equipment & Commodities	28%	$209M
Legal Services	1%	$5M
NonPersonal Services	12%	$95M
Personal Services	10%	$75M
Grand Total	100%	$759M

2017 Annual Report of Procurement Contracts

NEW YORK STATE OF OPPORTUNITY.

NY Power Authority

Cover – Highlights of 2017 contracts, clockwise from top left:

- Integrated Smart Operations Center in White Plains
- Turbine removal at the Lewiston Pump-Generating Plant in Lewiston
- Switchyard Automated Monitoring and Controls system at the St. Lawrence-Franklin D. Roosevelt Power Project in Massena
- LED streetlighting installation in White Plains
- Erie Canal lock in Lockport

2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS

FIELD EXPLANATION GUIDE

ARRANGEMENT: Listed by the generating facility. Abbreviations are Headquarters White Plains Office (WPO), Blenheim Gilboa Power Project (BG), Clark Energy Center (CEC), Niagara Power Project (NIA), South Eastern New York including POLETTI, FLYNN, 500MW and Small Clean Power Plants (SENY), St. Lawrence/FDR Power Plant (STL), NYS Canal Corporation (CANALS), Fossil Fuels (FF), Corporate Finance. Within each site, listed in ascending order by CONTRACT NUMBER.

SCOPE: All procurement contracts (for goods or services) with a value of $5,000 or greater that were open, completed or awarded in 2017, including contracts that were extended into 2018 or beyond.

FIELD NAMES

TYPE: COMMITMENT TYPE, Indicating the major category of goods or kind of services provided. Architectural & Engineering Services, Construction, Equipment, Legal Services, Personal Services, Other Services. {A,C,E,L,P,S}

MOA: METHOD OF AWARD, Indicating the basis of vendor selection. Competitive Bid (B), Competitive Search (C),Discretionary Spend SBE/MWBE/SDVOB (M), Sole Source (1), Single Source (2). {B,C,M,1,2,}

RNA: REASON NOT ADVERTISED, Indicating the reason a notice was not published in the Contract Reporter. {1-9}

OPA: OMNIBUS PROCUREMENT ACT, Indicating where the goods were substantially manufactured or assembled or where the services were substantially performed New York or Foreign to New York. {N,F}

SD: SUPPLIER DIVERSITY INDICATOR, Small Business Enterprise (SBE) (1), Service Disabled Veteran Owned Business (SDVOB) (2) NY Certified Women Owned Business Enterprise (WBE) (3), NYS Certified Minority Owned Business Enterprise (MBE) (4), Minority Women Owned Business Enterprise (MWBE) (7), Disadvantaged Business Enterprise (DBE) (8), DBE & WBE (9), DBE & MBE (10) **{1-4,7-10}**

BIDS: NUMBER OF BIDS, Indicating the number of bids received for contracts awarded after January 1, 2007. Such information is not included for contracts awarded prior to that date.

FREIGHT: Contract value adjusted to include actual freight charges.

TOTAL CONTRACT AMOUNT: Total value of the commitment as of December 31, 2017, 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, 2017 as reported from SAP system.

AMOUNT EXPENDED IN 2017: Total amount expended during the report year, January 1, 2017 through December 31, 2017, as reported by 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, 2017. 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.

**Contract re-opened in 2017.

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.

2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS

TABLE FOR PROCUREMENT CONTRACT SUMMARY SCREENS

COMMITMENT TYPE

A = ARCHITECTURAL & ENGINEERING SERVICES

C = CONSTRUCTION

E = EQUIPMENT/COMMODITIES

L = LEGAL SERVICES

P = PERSONAL SERVICES

S = OTHER (NON-PERSONAL) SERVICES

METHOD OF AWARD

B = COMPETITIVE BID

C = COMPETITIVE SEARCH

M = MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE VALUE < $200,000 / SERVICE-DISABLED VETERAN-OWNED BUSINESS

1 = SOLE SOURCE

2 = SINGLE SOURCE

REASON NOT ADVERTISED

1 = EMERGENCY OR CRITICAL BASIS

2 = RE-BID/RE-SOLICITED FOR THE SAME GOODS/SERVICE WITHIN 45 BUSINESS DAYS AFTER ORIGINAL BIDS WERE DUE

3 = NOT-FOR-PROFIT PROVIDER OF HUMAN SERVICES

4 = CHARITABLE NON-PROFIT AGENCY WHICH DISTRIBUTES PRODUCTS PRODUCED BY THE BLIND OR SEVERELY HANDICAPPED OR IN CONNECTION WITH SPECIAL EMPLOYMENT PROGRAMS OF THE OFFICE OF MENTAL HEALTH

5 = ORIGINAL AWARD LESS THAN $50,000

6 = ORIGINAL ESTIMATE LESS THAN $50,000

7 = AWARDED UNDER STATE (OGS) OR FEDERAL (GSA) CONTRACT (PIGGYBACK)

8 = NOTICED IN CONTRACT REPORTER

9 = NOT APPLICABLE - NON-PROCUREMENT, MEMBERSHIP, LAND PURCHASES, USE OF PIPELINE, ETC.

OPA : OMNIBUS PROCUREMENT ACT

ENTERED INTO THE SAP SYSTEM (CONTRACT DATA SCREEN): “NYSBE or FBE”

N = THE GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED IN NEW YORK STATE EXCEPT FOR CONSTRUCTION CONTRACTS.

F = THE GOODS WERE SUBSTANTIALLY PRODUCED OR SERVICES SUBSTANTIALLY PERFORMED OUTSIDE NEW YORK STATE (FOREIGN)

MWBE: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE

1 = NEW YORK STATE SMALL BUSINESS ENTERPRISE (SBE)

2 = NEW YORK STATE-CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

3 = NEW YORK STATE-CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

4 = NEW YORK STATE-CERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE)

7 = NEW YORK STATE CERTIFIED MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

8 = DISADVANTAGED BUSINESS ENTERPRISE (DBE)

9 = 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
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500133069	NAES CORP 1 COLLINS DR - STE 100 CARNEYS POINT, NJ 08069 US	O&M SERVICES FOR DEP/CITY PLANTS	S	B		F	N	1		24,897,448	21,654,082	1,514,468	3,243,366	11/29/2006	O	6/30/2018	
4500180750	SIEMENS ENERGY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	CEC TRANSIENT NETWORK AGREEMENT - LEASE OF EQUIPMENT	E	1		F	N	1		89,958	89,958	0	0	10/20/2009	C		3/31/2017
4500200149	BRAND-ON FIRST BUFFALO MARINA INC 53 HUNTLEY RD BUFFALO, NY 14215-1314 US	OPERATE, MAINTAIN & MANAGE FIRST BUFFALO MARINA	S	B		N	N	3	*	77,344	77,344	0	0	3/1/2011	C		2/28/2017
4500204201	UTILITY SYSTEMS INC DBA FOR MAGNETIC INSTRUMENTATION 8431 CASTLEWOOD DR INDIANAPOLIS, IN 46250-1534 US	UTILITY SYSTEMS TO F/D/I TWO DIGITAL FAULT RECORDERS	E	B		F	N	4		115,605	90,472	0	25,133	6/17/2011	O	12/31/2018	
4500211243	BENTLY NEVADA INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	F/D/I CONDITIONING MONITORING SYSTEMS FOR LPGP NPP	E	B		F	N	1		815,412	668,396	47,879	147,016	1/3/2012	O	12/31/2018	
4500212024	GOTHAM TECHNOLOGY GROUP LLC 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	5 YEARS MAINTENANCE ON INFOBLOX HARDWARE	S	B		F	N	1	*	65,318	65,318	0	0	1/3/2012	C		1/3/2017
4500212248	EATON CORP 6780 NORTHERN BLVD - STE 500 EAST SYRACUSE, NY 13057-8724 US	LPGP - LEM UNIT CIRCUIT BREAKERS	E	B		N	N	3		2,177,131	2,076,403	0	100,728	1/10/2012	O	12/31/2020	
4500213743	UTILITY SYSTEMS INC DBA FOR MAGNETIC INSTRUMENTATION 8431 CASTLEWOOD DR INDIANAPOLIS, IN 46250-1534 US	FURNISH AND DELIVER (1) DFR/PMU AT THE MARCY SUBSTATION	E	B		F	N	5		146,004	136,340	0	9,664	2/13/2012	O	12/31/2018	
4500214473	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	LONG-TERM MARKET 5 YEAR MAINTENANCE ON POWER RUNNER SOFTWARE	S	B		F	N	1		348,300	348,300	69,660	0	12/1/2012	C		12/1/2017
4500215362	ULTRA ELECTRONICS OCEAN SYSTEMS 115 BAY STATE DR BRAINTREE, MA 02184-5203 US	CRESCENT & VISCHER FERRY-INSTALLATION, MAINT. & REMOVAL OF THE ACOUSTIC FISH DETERRENT SYSTEMS	S	B		N	N	1		110,730	0	0	110,730	4/1/2012	C		3/31/2017
4500215367	THE TELX GROUP INC 1 STATE ST - 21ST FL NEW YORK, NY 10004-1561 US	PROVISION OF DISASTER RECOVERY CO-LOCATION SERVICES	E	B		N	N	3		1,638,729	1,148,652	209,970	490,077	6/1/2012	O	5/31/2019	
4500215475	PREMIER UTILITY SERVICES LLC STE 3 100 MARCUS BLVD HAUPPAUGE, NY 11788-3749 US	CONSULTING SERVICES FOR BURIED UTILITIES RESPONSE SERVICES	S	B		N	N	3		470,000	147,604	13,192	322,396	4/1/2012	C		3/31/2017
4500216980	CORPORATE COUNSELING ASSOCIATES INC 475 PARK AVE S - FL 5 NEW YORK, NY 10016 US	PROVIDE EMPLOYEE ASSISTANCE PROGRAM SERVICES	S	B		N	N	4		245,640	223,960	37,400	21,680	5/2/2012	C		9/30/2017
4500219697	STIEGLITZ SNYDER ARCHITECTURE 425 FRANKLIN ST BUFFALO, NY 14202-1301 US	ST. LAWRENCE-FDR POWER PROJECT - DESIGN SERVICES FOR THE NEW NATURE CENTER	A	B		N	N	6		630,756	601,992	65,118	28,764	8/1/2012	C		7/31/2017

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500222063	CAREERBUILDER LLC CAREERBUILDER.COM 200 N LA SALLE ST - STE 1100 CHICAGO, IL 60601-1084 US	RECRUITMENT SERVICES (SOURCE AND SCREEN)	S	B		F	N	13		13,500	13,500	0	0	9/10/2012	C		3/31/2017
4500222931	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	ENVIRONMENTAL, HEALTH & SAFETY PROFESSIONAL SUPPORT NIAGARA POWER PROJECT	P	B		N	N	12		1,000,000	998,479	151,524	1,521	10/1/2012	C		9/30/2017
4500226227	VERSONA SYSTEMS LLC 3100 TIMMONS LN - STE 401 HOUSTON, TX 77027-5904 US	BARCODE SOFTWARE SOLUTION WITH 5 YEARS MAINTENANCE	S	B		F	N	4		424,165	393,512	0	30,653	12/21/2012	C		12/31/2017
4500226250	AXYON CONSULTING LLC 2745 DALLAS PKWY STE 300 PLANO, TX 75093-8729 US	DATA MANAGEMENT SOFTWARE & MAINTENANCE	S	B	8	N	N	3		186,510	176,712	0	9,798	12/22/2012	C		12/31/2017
4500226261	HEALTH QUEST URGENT MEDICAL CARE PRACTICE PC 1530 ROUTE 9 WAPPINGERS FALLS, NY 12590-4131 US	MEDICAL SERVICES AND RECORD RETENTION	P	B		N	N	2		344,370	212,470	41,182	131,900	1/1/2013	C		12/31/2017
4500227528	RIZZO & DIGIACCO CPA'S PLLC 69B MONROE AVE PITTSFORD, NY 14534 US	AUDIT OF NYPA'S DEFERRED COMPENSATION PLAN FROM 2013 - 2017	P	B		N	N	3		50,000	41,155	8,175	8,845	2/23/2013	O	2/22/2018	
4500227901	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	WIDE AREA NETWORK BACKBONE	S	B		F	N	2		8,948,224	5,543,345	1,333,443	3,404,879	1/1/2013	O	12/31/2019	
4500228543	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	GENERATOR STEP UP (GSU) TRANSFORMERS PROJECT AT THE ST. LAWRENCE POWER PROJECT	C	B		F	N	8		30,229,573	30,100,637	5,868,081	128,936	1/23/2013	O	1/22/2018	
4500232193	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	2013 FERC PART 12 SAFETY INSPECTION REPORTS FOR GREGORY B. JARVIS AND NIAGARA HYDROELECTRIC PROJECTS	P	B		N	N	5		565,658	238,201	13,152	327,457	5/28/2013	O	5/27/2018	
4500232674	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	AUTO-TRANSFORMERS AND REACTORS REFURBISHMENT - CEC	C	B		F	N	1		20,364,589	13,750,674	2,646,448	6,613,915	6/11/2013	O	12/31/2018	
4500233517	HITACHI HVB INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	FURNISH AND DELIVER 115KV AND 230KV CIRCUIT BREAKERS	E	B		F	N	3		3,172,661	2,028,433	9,965	1,144,228	7/23/2013	O	7/22/2019	
4500233945	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	765KV ASEA REACTORS REFURBISHMENT - STL	C	B		F	N	3		12,123,989	11,295,132	4,115,227	828,857	7/11/2013	O	12/31/2018	
4500234265	MICHAEL C FINA CO PO BOX 36208 NEWARK, NJ 07188-6208 US	2013-2018 SERVICE AWARDS	E	B	8	N	N	2		150,000	83,162	13,901	66,838	7/19/2013	O	7/18/2018	
4500234405	DANNIBLE & MCKEE LLP 221 S WARREN ST SYRACUSE, NY 13202 US	CUSTOMER COMPLIANCE AUDITS FOR ECONOMIC PROGRAM JOB COMMITMENTS.	P	B		N	N	3		330,000	249,203	41,035	80,797	8/1/2016	C		7/31/2017
4500234407	PURPLE GENIE INC 415 MADISON AVE - FL 15 NEW YORK, NY 10017-1111 US	EXTERNAL HOSTING SOLUTION	S	B		F	3	4		768,667	228,966	0	539,701	8/1/2013	O	7/31/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500234862	BRISTOL HARBOR GROUP INC 99 POPPASQUASH RD UNIT H BRISTOL, RI 02809-1018 US	ENGINEERING, DESIGN AND FABRICATION SUPPORT SERVICES FOR TWO NEW TUG VESSELS - NIA	A	B		F	N	3		402,194	318,554	140,700	83,640	8/5/2013	O	8/14/2018	
4500235484	HEWLETT PACKARD FINANCIAL SERVICES 200 CONNELL DR - STE 5000 BERKELEY HEIGHTS, NJ 07922-2816 US	XEROX D95 COPIER B/W COPIES	E	B	7	N	N	1		45,000	38,250	10,500	6,750	8/26/2013	C		11/27/2017
4500236340	CBRE INC 201 TRESSER BLVD - STE 201 STAMFORD, CT 06901-3433 US	REAL ESTATE BROKERAGE SERVICES RELATED TO 123 MAIN STREET WHITE PLAINS.	P	B		F	N	2		1,000,000	26,764	0	973,236	3/31/2013	C		4/1/2017
4500237211	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	480KV CIRCUIT BREAKER REPLACEMENT (B-G)	E	B		F	N	3		571,378	562,702	57,935	8,676	10/7/2013	C		1/6/2017
4500238151	GIBSON DUNN & CRUTCHER LLP 333 S GRAND AVE LOS ANGELES, CA 90071-3197 US	LEGAL WORK	L	C		F	N	3		2,000,000	976,096	43	1,023,904	10/1/2013	O	9/30/2018	
4500240419	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	LEAK DETECTION SERVICES, Y49 AND Q35	S	B		F	N	1		1,582,900	876,058	0	706,842	1/1/2014	O	12/31/2018	
4500241069	NYC DCAS MANHATTAN MUNICIPLE BLDG 1 CENTRE ST NEW YORK, NY 10007 US	GREEN FLEET SOFTWARE LICENSE	E	1	9	N	N	1		68,340	13,294	0	55,046	1/22/2014	O	1/21/2019	
4500242542	ROSS & BARUZZINI INC 110 WILLIAM ST FL 29 NEW YORK, NY 10038-3901 US	500MW COMBINED-CYCLE POWER PLANT CONTROL ROOM REDESIGN	A	B		N	N	2		531,990	517,426	82,584	14,564	2/28/2014	O	8/30/2018	
4500242730	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RMNPP GENERATOR STATOR LIFTING BEAM	E	B		N	1	5		421,160	410,910	7,900	10,250	3/5/2014	O	6/29/2018	
4500242861	YONKERS ELECTRIC CONTRACTING CORP 145 SAW MILL RIVER RD YONKERS, NY 10701-6615 US	FURNISH, DELIVER AND INSTALL THE 500MW STORAGE FACILITIES	C	B		N	N	4	*	3,187,500	3,187,500	0	0	3/10/2014	C		12/15/2017
4500243325	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV GSU NIAGARA	E	B		F	N	13		2,428,627	2,398,627	14,839	30,000	3/20/2014	O	12/31/2018	
4500243399	XEROX DIRECT DBA FOR XEROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	XEROX EQUIPMENT	E	B	7	N	N	1		291,580	155,360	46,965	136,220	4/1/2014	C		11/27/2017
4500244352	BARCODES INC DBA FOR BARCODES LLC 200 W MONROE ST - STE 1050 CHICAGO, IL 60606-5122 US	BARCODE SCANNERS FOR WPO MAILROOM	E	B	7	F	N	1		7,020	7,020	0	0	4/16/2014	C		4/15/2017
4500244391	BARCODES INC DBA FOR BARCODES LLC 200 W MONROE ST - STE 1050 CHICAGO, IL 60606-5122 US	BARCODE SCANNERS TO BE DEPLOYED AT BG AND CEC WAREHOUSES.	E	B	7	F	N	1		22,358	22,358	0	0	4/17/2014	C		4/16/2017
4500244895	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	ST. LAWRENCE BARR BREAKER REPLACEMENT PROJECT	C	B		N	N	2		11,534,338	11,254,849	2,480,717	279,489	10/30/2017	C		11/30/2017

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500245932	TRC ENVIRONMENTAL CORP 21 GRIFFIN RD N WINDSOR, CT 06095-1512 US	RATA AUDIT FOR SENY PLANTS	S	B		F	N	2		663,500	393,900	101,500	269,600	5/30/2014	O	5/31/2018	
4500247486	A-1 FIRST CLASS - VIKING MOVING & STORAGE INC 156 HINSDALE ST BROOKLYN, NY 11207-3302 US	RELOCATION SERVICES	S	B	8	N	N	5		275,000	80,698	23,064	194,302	7/1/2014	O	6/30/2019	
4500249270	MANATT PHELPS & PHILLIPS LLP 7 TIMES SQ - FL 22 NEW YORK, NY 10036-6551 US	LEGAL SERVICES	L	2	8	F	N	1		250,000	24,442	10,000	225,558	4/1/2014	O	3/31/2019	
4500249394	POWERTECH LABS INC 12388-88TH AVE SURREY, BC V3W 7R7 CA	CORROSIVE SULFUR REMOVAL CARTRIDGES	E	1	8	F	N	1		70,028	70,028	6,028	0	9/3/2014	C		3/31/2017
4500249908	KPMG LLP STE 200 515 BROADWAY - 4TH FL ALBANY, NY 12207-2930 US	WPO: ACCOUNTING SERVICES	P	B		N	N	1		10,685,000	9,840,941	4,656,256	844,059	9/16/2014	O	9/15/2019	
4500251143	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	STL: SAFETY SYSTEM UPGRADE	C	B		N	N	2		5,882,472	5,746,249	1,328,665	136,223	10/24/2014	O	4/20/2018	
4500251630	VALLES VENDIOLA LLP 9131 QUEENS BLVD - STE 418 ELMHURST, NY 11373-5541 US	ANNUAL CAM (COMMON AREA MAINTENANCE) AUDIT	P	B		N	4	4		20,000	16,000	4,000	4,000	11/10/2014	O	11/9/2019	
4500251856	PROSKAUER ROSE LLP 11 TIMES SQ - FL 17 NEW YORK, NY 10036-8299 US	LEGAL COUNSEL FOR LABOR RELATED MATTERS	L	2	8	N	N	1		675,000	604,075	210,325	70,925	10/15/2014	O	10/13/2018	
4500252110	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASING OF MAIL MACHINES	E	2	8	N	N	1		66,912	37,177	13,314	29,735	12/1/2014	O	11/30/2019	
4500252428	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	RMNPP GSU TRANSFORMER INSTALLATION	C	B		N	N	1		358,695	113,575	0	245,120	11/20/2014	O	12/31/2018	
4500252901	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE SIMULATOR SOFTWARE	E	1	8	F	N	1		487,272	370,772	0	116,500	12/4/2014	O	12/3/2019	
4500253048	GE OIL & GAS INC 7619 ALDINE WESTFIELD HOUSTON, TX 77073 US	GAS COMPRESSOR CONTROLS STUDY	S	1	6	N	N	1		14,950	0	0	14,950	11/6/2017	O	11/5/2018	
4500253163	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV CIRCUIT BREAKERS FOR NIAGARA SWITCHYARD LEM	E	B		F	N	2		2,836,051	1,079,044	180,914	1,757,007	12/15/2014	O	3/2/2023	
4500253381	SUCCESSFACTORS AN SAP COMPANY STE 1100 1 TOWER PL - FL 11 SOUTH SAN FRANCISCO, CA 94080-1828 US	HUMAN CAPITAL MANAGEMENT HOSTED SOLUTION	E	B		F	N	5		1,135,948	897,950	572,074	237,998	3/17/2017	O	12/31/2019	
4500253475	ARIBA INC 910 HERMOSA CT SUNNYVALE, CA 94085-4199 US	ARIBA SOURCING SOFTWARE AND HOSTING	E	2	8	F	N	1		978,792	948,954	289,884	29,838	1/1/2015	O	12/31/2018	

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4500253512	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	765KV CIRCUIT BREAKERS (QTY 7) FOR CLARK ENERGY CENTER	E	B		F	N	5		6,770,319	2,854,578	7,272	3,915,741	10/23/2017	O	12/31/2020	
4500254147	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	345KV CIRCUIT BREAKER FOR CEC	E	B		F	N	5		1,160,932	448,220	86,120	712,712	10/23/2017	O	2/28/2020	
4500254364	RUSSELL CORROSION CONSULTANTS LLC 7130 MINSTREL WAY - STE 230 COLUMBIA, MD 21045-5339 US	500MW: CATHODIC PROTECTION SYSTEM ASSESSMENT, ENGINEERING AND DESIGN	P	B		F	N	3		404,689	323,290	238,745	81,399	1/20/2015	O	1/18/2019	
4500254367	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	NERC CIP VERSION 5 SECURITY UPGRADES - VARIOUS FACILITIES	C	B		N	N	1		23,455,589	21,144,739	1,702,605	2,310,850	10/24/2017	O	1/1/2018	
4500254512	LESLIE DIGITAL IMAGING LLC DBA LDI/COLOR TOOLBOX 50 JERICHO QUADRANGLE JERICHO, NY 11753-2726 US	LEASE EQUIPMENT FROM LDI TOOLBOX	E	B	7	N	N	1	*	6,157	6,157	0	0	1/20/2015	C		1/30/2017
4500254865	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	5 YEAR SOFTWARE MAINTENANCE AGREEMENT SOFTWARE SENSE	E	2	8	N	N	1		135,500	73,300	18,750	62,200	3/1/2015	O	2/28/2020	
4500255744	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, GA 30228-2950 US	DESIGN, FURNISH, & DELIVER 115KV & 230 KV DISCONNECT SWITCHES FOR T-LEM AT THE NIAGARA SWITCHYARD	E	B		F	N	6		2,833,907	1,091,693	120,760	1,742,214	2/23/2015	O	8/31/2018	
4500255960	TRENCH LTD 390 MIDWEST RD SCARBOROUGH, ON M1P 3B5 CA	DESIGN, FURNISH AND DELIVER 765 KV POTENTIAL TRANSFORMERS (PT'S)TO THE CLARK ENERGY CENTER (CEC)	E	B		F	N	6		1,436,400	957,600	478,800	478,800	2/27/2015	O	5/1/2019	
4500255994	FLIGHTSAFETY INTERNATIONAL INC 100 MOONACHIE AVE MOONACHIE, NJ 07074-1819 US	FLIGHT SIMULATOR TRAINING	S	B		N	N	3		265,500	97,200	32,800	168,300	3/15/2015	O	3/14/2020	
4500256926	WHITEMAN OSTERMAN & HANNA LLP ATTORNEYS AT LAW 1 COMMERCE PLZ ALBANY, NY 12260-1000 US	ONGOING GENERAL LEGAL SERVICES	L	2	8	N	N	1		900,000	755,538	52,323	144,462	5/26/2015	O	5/25/2018	
4500257490	PETER J CATANZARO INC 126 41ST ST BROOKLYN, NY 11232-3305 US	HELP PROGRAM - LABOR LIGHTING INSTALLATION WEST FARMS BUS DEPOT	C	B		N	N	6		135,557	111,856	87	23,701	4/8/2015	C		1/3/2017
4500257532	ULTRAMAP LTD GRAINGER THE REGENT CENTRE-GOTHFORT NEWCASTLE UPON TYNE, TW NE3 3PF GB	Y49 SHIP TRAFFIC MONITORING SYSTEM	E	B		F	N	2		224,840	125,153	10,900	99,687	4/1/2015	O	3/31/2020	
4500258896	CERIDIAN EMPLOYER SERVICES 150 FISHER DR AVON, CT 06001 US	PAYROLL HOSTING SERVICES	S	B		N	N	1		750,000	514,574	218,362	235,426	4/1/2015	O	3/31/2018	
4500258964	BETTE & CRING LLC 18438 US ROUTE 11 WATERTOWN, NY 13601-5699 US	CONSTRUCTION OF NATURE CENTER - ROBERT MOSES STATE PARK	C	B		N	N	2		8,507,627	8,474,355	151,399	33,272	5/14/2015	O	4/30/2018	

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4500259168	SMIT TRANSFORMATOREN BV 120 VARNFIELD DR - STE E SUMMERVILLE, SC 29483-7313 US	SPARE DUAL-VOLTAGE STEP-UP TRANSFORMER - NIA	E	B		F	N	4		2,613,505	2,544,800	313,099	68,705	5/20/2015	C		6/30/2017
4500259425	RUBY CANYON ENGINEERING INC 743 HORIZON CT - STE 385 GRAND JUNCTION, CO 81506-8741 US	VERIFICATION SERVICES FOR THE REPORTED INVENTORY FOR THE CLIMATE REGISTRY	P	B		N	N	1		96,304	22,002	730	74,302	7/1/2015	O	12/31/2019	
4500259572	DEADLINE SOLUTIONS INC 991 CANAL ST SYRACUSE, NY 13210-1203 US	FLOWMETER SYSTEM OPERATION AND MAINTENANCE OF THE EEL PASSAGE FACILITY AT ROBERT MOSES POWER DAM	S	1	9	N	N	1		131,508	24,161	8,372	107,347	6/3/2015	O	5/31/2020	
4500259576	BIOMARK INC 705 S 8TH ST BOISE, ID 83702-7112 US	PIT ANTENNAE SYSTEM OPERATION AND MAINTENANCE OF THE EEL PASSAGE FACILITY AT ROBERT MOSES POWER DAM	S	1	9	N	N	1		40,350	16,901	6,275	23,449	6/3/2015	O	5/31/2020	
4500260480	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT ENTERPRISE AGREEMENT	E	B	7	F	N	1		1,656,494	1,652,349	557,360	4,145	7/1/2015	O	6/30/2018	
4500260532	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	DESIGN, FURNISH & DELIVER THIRTY ONE (31) 230KV SF6 BREAKERS TO THE NIAGARA POWER PROJECT	E	B		F	N	2		8,537,691	1,884,677	246,276	6,653,014	6/25/2015	O	12/20/2023	
4500260904	EI TEAM INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	ARCHITECTURAL/ENGINEERING SERVICES FOR STL NEW SECURITY AND WAREHOUSE FACILITY	A	B		N	4	10		982,848	610,812	0	372,036	7/7/2015	O	7/6/2018	
4500261109	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	2015/INSTALLATION OF NEW EQUIPMENT FOR TRANSMISSION LIFE EXTENSION & MODERNIZATION @ THE NIAGARA POWER PROJECT SWITCHYARD	C	B		N	N	1		13,581,812	11,270,502	2,935,752	2,311,310	7/14/2015	O	7/13/2018	
4500261111	BERNIER CARR & ASSOCIATES ENGINEERS ARCHITECTS AND LAND SURVEYORS PC 327 MULLIN ST WATERTOWN, NY 13601-3686 US	ARCHITECT AND ENGINEERING SERVICES - ROBERT MOSES STATE PARK FACILITIES BUILDING	A	B		N	N	8		499,915	339,009	156,928	160,906	7/14/2015	O	6/30/2020	
4500261322	BROOKS WASHBURN ARCHITECT PC 22 DEPOT ST - STE 16 POTSDAM, NY 13676-1140 US	VILLAGE OF WADDINGTON, NEW GAZEBO , FACILITIES BUILDING AND PARKING IMPROVEMENT	A	M	8	N	N	1		71,306	71,306	15,699	0	8/18/2015	O	2/17/2018	
4500261551	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	115KV & 230KV PT, CT & SURGE ARRESTORS TLEM - NIAGARA SWITCHYARD	E	B		F	N	6		2,822,610	1,193,716	0	1,628,894	5/24/2015	O	12/20/2022	
4500262061	NIAGARA UNIVERSITY PO BOX 1936 NIAGARA UNIVERSITY, NY 14109-1936 US	GROUNDS MAINTENANCE AND LANDSCAPING AT NIAGARA POWER PLANT	S	2	8	N	N	1		430,000	260,000	170,000	170,000	6/1/2015	O	5/31/2020	
4500262291	STRUCTURAL PRESERVATION SYSTEMS LLC 3521 VERNON BLVD LONG ISLAND CITY, NY 11106-5122 US	WPO: GARAGE REPAIRS PHASE 4	C	B		F	N	2		2,461,664	1,784,200	47,277	677,464	8/14/2015	O	8/13/2020	

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

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4500262466	SUMMIT SECURITY SERVICES INC 390 RXR PLZ UNIONDALE, NY 11556-3829 US	BACKGROUND INVESTIGATION SERVICES	S	B		N	N	6		2,000,000	774,407	396,136	1,225,593	8/24/2015	O	8/23/2019	
4500262562	PFM ASSET MANAGEMENT LLC 1735 MARKET ST - FL 43 PHILADELPHIA, PA 19103-7502 US	FINANCIAL ADVISORY SERVICES - ISSUANCE OF DEBT	P	B		F	N	2		250,000	0	0	250,000	8/20/2015	O	8/19/2018	
4500262670	GT BUSINESS SUPPLIES LLC 11513 LINDEN BLVD SOUTH OZONE PARK, NY 11420-1908 US	RICOH TONER CARTRIDGE - MINIBID - 6000158128	E	C	8	N	4	5		390,000	177,078	95,581	212,922	8/31/2015	O	8/30/2018	
4500262820	MOHANTY GARGIULO LLC 100 PARK AVE - STE 1600 NEW YORK, NY 10017-5538 US	INDEPENDENT SWAP ADVISORY SERVICES	P	B		N	N	4		250,000	9,103	591	240,897	8/27/2015	O	8/26/2018	
4500262861	LOADSPRING SOLUTIONS INC 187 BALLARDVALE ST - STE B210 WILMINGTON, MA 01887-1053 US	OFFSITE PRIMAVERA HOSTING	S	B		F	N	2		1,216,480	733,871	385,322	482,609	10/1/2015	O	9/30/2020	
4500262985	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	CONTINUOUS PROTECTION SYSTEM MONITORING PROJECT UNDER NYPA'S SMART GENERATION AND TRANSMISSION STRATEGIC INITIATIVE	P	B		F	N	4		841,562	841,562	187,954	0	8/31/2015	C		8/30/2017
4500263217	PROFTECH LLC 200 CLEARBROOK RD - STE 177 ELMSFORD, NY 10523-1328 US	OFFICE SUPPLIES -	E	M	8	N	4	1		160,000	145,279	60,622	14,721	9/1/2015	C		8/31/2017
4500264129	NEPC LLC 255 STATE ST BOSTON, MA 02109-2617 US	INVESTMENT MANAGEMENT CONSULTANT SERVICES	P	B		F	N	4		50,000	50,000	50,000	0	10/1/2015	O	9/30/2018	
4500264324	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	BG SCADA MASTER STATION SOFTWARE UPGRADE	E	B	8	F	N	3		974,701	971,707	203,459	2,994	11/10/2015	C		1/31/2017
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	28,375	1,042,971	1/1/2016	O	12/31/2020	
4500264592	LS CABLE AMERICA INC 222 BRIDGE PLZ S - STE 530 FORT LEE, NJ 07024-5730 US	SUBMARINE CABLE REPLACEMENT PROJECT PV20 FOR TLEM FROM CUMBERLANDHEAD SUBSTATION (NYPA) TO GRAND ISLE SUBSTATION (VELCO)	C	B		F	N	3		53,788,400	48,636,692	40,478,416	5,151,708	10/15/2015	O	12/31/2018	
4500264656	CINEMASSIVE DISPLAYS LLC 150 OTTLEY DR NE ATLANTA, GA 30324-3925 US	NOC VIDEO WALL	E	B	8	N	N	3		201,534	201,534	24,990	0	10/14/2015	O	10/18/2018	
4500264834	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 121 GERTRUDE AVE PARAMUS, NJ 07652-2515 US	APPLE MACINTOSH MAINTENANCE SERVICES	S	B		F	N	1	*	250,435	250,435	87,583	0	11/1/2015	O	10/31/2018	
4500264883	CEATI INTERNATIONAL INC 1010 SHERBROOKE ST W - STE 2500 MONTREAL, PQ H3A 2R7 CA	ICE MANAGEMENT PRACTICES AT NIAGARA AND ST. LAWRENCE PROJECTS	P	1	5	N	N	1		40,000	0	0	40,000	10/20/2015	C		1/3/2017

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4500264989	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	SUBMARINE CABLE REMOVAL PROJECT PV20 FOR TLEM FROM CUMBERLAND HEAD SUBSTATION (NYPA) TO GRAND ISLE SUBSTATION (VELCO)	C	B		N	N	2		2,651,650	0	0	2,651,650	10/15/2015	O	6/1/2018	
4500265085	MILLER INGENUITY DBA FOR MILLER FELPAX CORP 1155 E 8TH ST - PO BOX 558 WINONA, MN 55987-4928 US	EQUIPMENT FOR CEC	E	C	6	F	N	5	*	25,490	25,490	0	0	2/19/2016	C		2/18/2017
4500265375	CONVEY COMPLIANCE SYSTEMS LLC 9800 BREN RD E - STE 300 MINNETONKA, MN 55343-4712 US	AFFORDABLE CARE ACT (ACA) TAX REPORTING SERVICES	P	2	5	F	N	1		63,485	46,863	0	16,622	10/21/2015	C		3/31/2017
4500265963	ESSENSE PARTNERS DBA AKASAKA ENTERPRISES 125 PARK AVE - FL 25 NEW YORK, NY 10017-5550 US	NYPA.GOV REDESIGN CONSULTING SERVICES	P	B		N	4	12		991,569	991,568	75,880	1	11/20/2015	C		7/19/2017
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	4,275	0	12/2/2015	O	12/1/2020	
4500266466	AMTEL INC 900 LAFAYETTE ST - STE 506 SANTA CLARA, CA 95050-4967 US	SAAS AND MAINTENANCE FOR MOBILE DEVICE MANAGEMENT	S	B	5	N	N	1		14,400	14,400	0	0	2/14/2016	C		2/13/2017
4500266741	AMERICAN PRODUCTIVITY & QUALITY CTR APQC 123 N POST OAK LN - STE 300 HOUSTON, TX 77024-7718 US	KNOWLEDGE MANAGEMENT SERVICES	P	2	8	F	N	1		646,500	620,812	280,319	25,688	12/14/2015	C		3/31/2017
4500266819	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	NEW COPIER AND NYPA FLEET BRONZE LEVEL CONTRACT	E	B	7	N	N	1		11,126	11,126	0	0	1/29/2016	C		1/28/2017
4500266822	ALAMO CITY ENGINEERING SERVICES INC 6391 DE ZAVALA RD - STE 203A SAN ANTONIO, TX 78249-2161 US	METALOGIX MAINTENANCE	S	B	7	N	N	1	*	5,102	5,102	0	0	1/31/2016	C		1/30/2017
4500267055	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	F/D ONE (1) SPARE 150MVAR, 345KV DUAL CAPABILITY SHUNT REACTOR -USE FOR Y49	E	B		F	N	2		2,602,675	2,591,675	2,350,375	11,000	9/14/2015	C		6/30/2017
4500267351	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	REPLACEMENT SERVERS	E	B	7	N	4	2		21,053	21,053	0	0	1/21/2016	C		1/20/2017
4500267459	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	MAINTENANCE FOR ASPEN ONELINER AND ASPEN RELAY	S	1	5	N	N	1		8,439	8,439	0	0	2/1/2016	C		1/31/2017
4500267482	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	ANNUAL RENEWAL FOR ASPOSE TOTAL NYS	S	B	7	N	N	3		5,998	5,998	0	0	1/11/2016	C		1/10/2017
4500267484	CITYSIDE ARCHIVES LTD 499 MILL RD EDISON, NJ 08817 US	OFFSITE RECORDS STORAGE	S	B		F	N	2		500,000	109,296	54,848	390,704	12/1/2015	O	11/30/2020	

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4500267533	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	NIA VISUAL DISPLAY SYSTEM (VDS) HARDWARE AND SOFTWARE UPGRADE	E	B		N	N	1		323,698	300,182	300,182	23,516	4/7/2016	O	4/6/2018	
4500267555	J E SHEEHAN CONTRACTING CORP 208 SISSONVILLE RD POTSDAM, NY 13676-3563 US	SHORELINE STABILIZATION PROJECT	S	B	1	N	1	2		201,000	189,000	147,000	12,000	1/7/2016	O	1/6/2018	
4500267788	KEMA INC 67 S BEDFORD ST - STE 201 E BURLINGTON, MA 01803-6803 US	CONSULTING SERVICES TO PROVIDE LOAD RESEARCH AND FORECASTING TO MARKETING	P	B		F	N	2		3,068,668	492,730	359,925	2,575,938	1/1/2016	O	12/31/2020	
4500267836	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	CONFERENCE ROOM ENHANCEMENTS	E	B	5	N	N	6		21,158	21,158	0	0	1/29/2016	C		1/28/2017
4500267858	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	SNOW REMOVAL SERVICES FOR 500MW	S	B	5	N	4	4		20,000	0	0	20,000	1/21/2016	C		1/20/2017
4500267868	ATLAS CONCRETE BATCHING CORP 9511 147TH PL JAMAICA, NY 11435-4507 US	SNOW REMOVAL SERVICES	S	B	5	N	1	4		20,000	5,197	5,197	14,803	1/21/2016	C		1/20/2017
4500268017	CDL CONSULTING 3208 MONTEBELLO TER BALTIMORE, MD 21214-3323 US	LEADERSHIP/MANAGEMENT CONSULTING SERVICES	P	2	5	F	N	1		30,000	30,000	15,000	0	1/19/2016	C		1/18/2017
4500268084	SCHICHTEL'S NURSERY INC 7420 PETERS RD SPRINGVILLE, NY 14141-9405 US	POWER FOR TREES PROGRAM	E	B		N	1	3		150,000	59,760	59,760	90,240	2/1/2016	O	1/31/2021	
4500268238	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	ANNUAL MAINTENANCE RENEWAL FOR GE MULTI AREA PRODUCTION KNOWN AS MAPS	S	1	8	N	N	1		95,000	95,000	0	0	1/21/2016	C		1/20/2017
4500268363	BURNS & MCDONNELL CONSULTANTS INC BURNS & MCDONNELL CONSULTANTS PC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	RETIRING TWO ADJACENT AND EXISTING 230 KV H-FRAME TRANSMISSION CONSTRUCTING NEW 230KV TRANSMISSION LINES MOSES TO ADIRONDACK	P	B		F	N	10		6,489,577	3,874,928	2,392,639	2,614,649	2/1/2016	O	1/31/2021	
4500268403	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415 US	ANNUAL ELEVATOR MAINTENANCE	S	B	5	N	N	1		45,000	42,244	10,405	2,756	1/29/2016	C		1/28/2017
4500268415	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	RUBBISH REMOVAL FOR 500MW AND IN-CITY POWER PROJECT	S	B	7	N	N	1		32,500	12,129	4,996	20,371	1/29/2016	C		1/28/2017
4500268421	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	STRAWBERRY ISLAND WETLAND RESTORATION HABITAT IMPROVEMENT PROJECT	C	B	8	N	N	1		934,581	650,161	224,880	284,420	1/29/2016	O	12/31/2018	

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4500268424	PAUL HASTINGS LLP 55 2ND ST - FL 24 SAN FRANCISCO, CA 94105-3492 US	WPO: LEGAL SERVICES EPA CLEAN POWER PLAN	L	2	5	F	N	1		25,000	15,000	0	10,000	1/15/2016	C		1/14/2017
4500268640	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	STL MASSENA INTAKE CONCRETE REHAB PROJECT	C	B		N	N	4		1,151,437	1,018,013	360,472	133,424	2/8/2016	C		6/30/2017
4500268686	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	ANNUAL MAINTENANCE - DIRECTOR'S DESK	S	1	5	N	N	1		21,630	21,630	0	0	1/31/2016	C		1/31/2017
4500268688	SILKROAD TECHNOLOGY INC 102 W 3RD ST - STE 250 WINSTON SALEM, NC 27101-3900 US	ANNUAL SUBSCRIPTION FOR SILKROAD/REDCARPET	S	1	5	N	N	1		49,500	49,500	0	0	3/29/2016	C		3/28/2017
4500268801	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	ANNUAL MAINTENANCE FOR ORACLE DATABASE	S	B	7	N	N	1		15,606	15,606	3,902	0	2/10/2016	C		2/6/2017
4500269062	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	RMSP - NATURE CENTER & PARK ADMIN BLDG ELECTRICAL POWER SERVICES	C	B		N	N	4		731,370	730,527	64,129	843	3/1/2016	C		2/21/2017
4500269207	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	UPPER HEAD GATE 8 & 12 RAIL AND SLOT REFURBISHMENT - NIA	C	B		N	N	2		732,623	690,646	564,221	41,977	3/1/2016	C		2/24/2017
4500269306	ORACLE AMERICA INC 1001 SUNSET BLVD ROCKLIN, CA 95765-3702 US	MAINTENANCE FOR ORACLE DATABASES	S	B	7	N	N	1	*	738,205	738,205	43,589	0	3/25/2016	C		3/24/2017
4500269364	CITRIX SYSTEMS INC 851 WEST CYPRESS CREEK RD FORT LAUDERDALE, FL 33309 US	ANNUAL MAINTENANCE FOR CITRIX XENDESTOP, XENMOBILE,NETSCALER PLATFORM AND APPLIANCE	S	B	7	N	N	1	*	35,242	35,242	0	0	2/19/2016	C		2/18/2017
4500269400	ESSENSE PARTNERS DBA AKASAKA ENTERPRISES 125 PARK AVE - FL 25 NEW YORK, NY 10017-5550 US	DESIGN OF INTELLIGENT LOAD CONTROL PROGRAM FOR NYPA'S MUNICIPAL AND RURAL COOPERATIVE UTILITY CUSTOMERS	P	2	8	N	4	1		198,500	136,238	28,525	62,262	3/3/2016	C		2/24/2017
4500269517	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	ANNUAL MAINTENANCE-LOAD BALANCING	S	B	7	N	N	1		44,676	44,676	0	0	4/24/2016	C		4/23/2017
4500269586	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	POWERRUNNER LONG TERM MARKET FORECASTING UPGRADE	P	2	8	F	N	1		490,700	478,052	73,022	12,648	3/1/2016	C		2/28/2017
4500269655	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ENTERPRISE STORAGE CAPACITY UPGRADE AT WPO AND DISASTER RECOVER CENTER.	E	B	7	N	4	4		1,563,143	1,563,143	0	0	3/21/2016	C		3/20/2017
4500269733	LLF CONSTRUCTION SERVICES INC 368 NEW HEMPSTEAD RD NEW CITY, NY 10956-1900 US	FURNISH & DELIVER "CRYSTAL" ALUMINUM REPLACEMENT WINDOWS	E	C		N	4	1		221,447	194,175	0	27,272	3/14/2016	O	1/31/2018	
4500269812	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	T-LEM: STL AREA REMOTE SUBSTATIONS LIFE EXT & MODERNIZATION 230KV CIRCUIT BREAKERS REPLACEMENT IN ADIRONDACK SUBSTATION	C	B	9	N	N	47		418,502	417,914	33,871	588	3/7/2016	O	2/8/2018	

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4500269830	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	ALBANY OFFICE RICOH COPIER REPLACEMENTS	E	B	7	N	N	1		33,378	33,378	0	0	3/28/2016	C		3/27/2017
4500269840	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	INTERNAL AUDIT COSOURCE	P	B		N	N	4		4,300,930	3,264,564	2,078,917	1,036,366	3/7/2016	O	3/6/2018	
4500269854	MAC CONSULTING LP DBA ALLIANCE CONSULTING GROUP 101 E PARK BLVD - STE 220 PLANO, TX 75074-5483 US	DEPRECIATION STUDY: STL-FDR PP, NIA PP, BG PUMPED STORAGE PLANT,JA FITZPATRICK NUCLEAR PP, MARCH SOUTH 765KV & 345KV TRANS LINES	A	B		N	N	2		48,855	47,407	10,421	1,448	3/14/2016	C		3/13/2017
4500269934	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	LPGP 150 T GANTRY CRANE REPAIRS AND UPGRADES	C	B		F	N	1		764,671	764,671	0	0	3/14/2016	C		3/13/2017
4500270035	ABLE TESTING & INSPECTION INC PO BOX925 COBLESKILL, NY 12043 US	NON-DESTRUCTIVE TESTING SERVICES	S	M	8	N	N	1		95,000	0	0	95,000	4/1/2016	C		3/31/2017
4500270045	VISTACOM INC 1902 VULTEE ST ALLENTOWN, PA 18103 US	ALBANY VIDEO WALL	E	B	8	N	N	2	*	751,397	751,397	26,188	0	3/11/2016	C		3/13/2017
4500270059	PRICEWATERHOUSECOOPERS ADVIS SVC DBA FOR PRICEWATERHOUSECOOPERS LLP 4040 W BOY SCOUT BLVD TAMPA, FL 33607-5750 US	ENERGY COMMODITY RISK CONSULTING SERVICES	P	B		F	N	4		962,500	922,500	922,500	40,000	3/14/2016	C		3/13/2017
4500270126	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	S. ABUTMENT DRAINAGE & EMERGENCY LIGHTING	C	B		N	N	4		1,133,670	784,973	0	348,697	3/28/2016	C		3/27/2017
4500270223	BENTLY NEVADA INC 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	FURNISH AND DELIVER VIBRATION MONITORING SYSTEMS - FLYNN, BRENTWOOD AND INSTALL AT 500MW	C	B		F	N	2		673,721	545,284	208,767	128,437	3/30/2016	O	2/13/2018	
4500270229	ADOBE SYSTEMS INC 345 PARK AVE SAN JOSE, CA 95110-2704 US	ANNUAL MAINTENANCE FOR ECHOSIGN SOLE SOURCE MEMO CREATED AND FULLY SIGNED	S	1	6	N	N	1		14,400	14,400	0	0	2/22/2016	C		2/21/2017
4500270234	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	F & D HVAC UNITS	E	B		F	N	3		151,600	150,227	17,627	1,373	3/16/2016	C		12/31/2017
4500270347	REED & ASSOCIATES CPAS INC 8700 CENTEREVILLE RD - STE 203 MANASSAS, VA 20110-8411 US	SUPPORT THE DEVELOPMENT OF THE PORTFOLIO DECISION MAKING AND REPORTING PROCESS PERTAINING THE LIFE CYCLE DELIVERY	P	B	7	F	N	1		555,367	519,805	5,884	35,562	3/18/2016	C		3/17/2017

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4500270355	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	ANNUAL SOPHOS MAINTENANCE	S	B	7	N	N	3		31,655	31,655	0	0	3/30/2016	C		3/29/2017
4500270357	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC SUITE 1215 998 OLD EAGLE SCHOOL ROA WAYNE, PA 19087 US	ANNUAL MAXIMUS FLEET MAINTENANCE	S	B	7	N	N	1		31,563	31,563	0	0	4/1/2016	C		3/31/2017
4500270435	EMERGENCY COMMUNICATIONS NETWORK DISREGARDED FOR ECN INTMD HOLDING 780 W GRANADA BLVD - STE 200 ORMOND BEACH, FL 32174-2300 US	ANNUAL RENEWAL SMARTNOTICE SOFTWARE	S	1	6	N	N	1		16,000	16,000	0	0	3/22/2016	C		3/21/2017
4500270437	RIGHTSTAR SYSTEMS DBA FOR RIGHTSTAR INC 1951 KIDWELL DR STE 110 VIENNA, VA 22182-3930 US	MAINTENANCE FOR BMC FOOTPRINTS SYSTEM	S	B	7	N	N	1		80,647	80,647	0	0	3/26/2016	C		3/25/2017
4500270500	MJ RAYMOND CONSTRUCTION LLC 348 LAKE ST SARANAC LAKE, NY 12983-2140 US	STORM WATER DRAINAGE IMPROVEMENT PROJECT PLATTSBURGH SUBSTATION	C	B		N	3	4		349,960	349,960	27,456	0	3/24/2016	C		3/23/2017
4500270646	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 500 AVERY LN - STE A ROME, NY 13441-4236 US	NYSTEC ENGINEERING SERVICES FOR COMMUNICATIONS PROJECTS	A	B	7	N	N	1		41,033	30,291	30,291	10,742	4/1/2016	C		3/31/2017
4500270722	WESTCON GROUP NORTH AMERICA INC 14850 CONFERENCE CENTER DR CHANTILLY, VA 20151-3844 US	BLUECOAT MAINTENANCE	S	B	7	N	N	1		58,148	58,148	0	0	3/28/2016	C		3/27/2017
4500270723	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTODESK AUTOCAD	E	B	7	F	N	1		23,669	23,669	0	0	3/30/2016	C		3/29/2017
4500270758	GENERAL ELECTRIC INTERNATIONAL INC 175 MILENS RD TONAWANDA, NY 14150-6701 US	REMOVE, REFURBISH, DELIVER, INSTALL GSU'S AT 500MW CCPP	E	C		N	N	1		7,627,478	682,650	682,650	6,944,828	3/31/2016	O	3/30/2021	
4500270855	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415 US	ELEVATOR MAINTENANCE	S	2	8	N	N	1		112,428	28,030	12,304	84,398	1/30/2016	C		1/29/2017
4500270869	FULLER ROAD MANAGEMENT CORP 257 FULLER RD ALBANY, NY 12203-3613 US	BUILD OUT OF NYEM CONTROL SPACE	C	2	9	N	N	1		770,000	764,235	0	5,765	4/1/2016	C		3/31/2017

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4500271002	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	ARCGIS ONLINE LEVEL 2 PLAN SOFTWARE	S	B	7	N	N	1		9,769	9,769	0	0	4/11/2016	C		4/10/2017
4500271037	EDENRED COMMUTER BENEFIT SOLUTIONS LLC 320 NEVADA ST - STE 401 NEWTON, MA 02460-1435 US	NYPA'S CORPORATE TRANSIT CHECK PROGRAM	E	B		N	N	2		570,000	285,174	213,788	284,826	7/1/2016	O	6/30/2021	
4500271086	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601-5833 US	BARNHART ISLAND ROAD UPGRADE AND REPAVING PHASE I PROJECT	C	B		N	N	3		2,911,032	2,911,032	0	0	4/15/2016	C		4/14/2017
4500271223	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	MAXIMO SOFTWARE SUPPORT SERVICES	P	B		F	3	5		675,000	221,940	109,561	453,060	4/15/2016	O	4/14/2021	
4500271469	D'ONOFRIO GENERAL CONTRACTORS CORP 202 28TH ST BROOKLYN, NY 11232-1604 US	SCREENWELL INTAKE DECK REHAB SERVICE PLATFORM DEMO & SHORELINE REPAIRS	C	B		N	N	2		1,609,957	1,609,928	569,337	29	4/25/2016	C		4/24/2017
4500271487	AIRMATIC COMPRESSOR SYSTEMS INC 700 WASHINGTON AVE CARLSTADT, NJ 07072-3007 US	F D & I NEW COMPRESSED AIR SYSTEMS	C	B		F	N	4		429,584	380,802	10,912	48,782	4/19/2016	C		3/31/2017
4500271523	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	SCIPAR ONSITE DIAGNOSIS OF STL GENERATION CONTROL SYSTEM	P	1	5	N	N	1	*	28,219	28,219	28,219	0	4/20/2016	C		2/8/2017
4500271602	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	LICENSES TO RECORD PHONE LINES IN CASE OF EMERGENCIES	E	B	7	N	N	5		24,250	24,250	0	0	4/26/2016	C		4/25/2017
4500271609	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	HARDWARE FOR STL	E	B	7	N	N	1		36,900	36,900	0	0	5/9/2016	C		5/8/2017
4500271665	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HARDWAR FOR PRINTER REPLACEMENT	E	B	7	N	4	4		18,120	18,120	0	0	5/2/2016	C		5/1/2017
4500271747	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	CISCO INTERFACE CARDS FOR NYPA'S FIREWALL PORT	E	B	7	N	4	5		12,720	12,720	0	0	5/2/2016	C		5/1/2017
4500271760	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	MAINTENANCE: ZOOM	S	B	7	N	N	5		10,193	10,193	0	0	5/31/2016	C		5/30/2017
4500271761	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HARDWARE FOR IT DESKTOP LIFECYCLE	E	B	7	N	4	5		124,135	124,135	0	0	5/12/2016	C		6/11/2017
4500271762	FLOW SCIENCE INC 683 HARKLE RD - STE A SANTA FE, NM 87505-4750 US	MAINTENANCE	S	1	5	N	N	1		20,160	20,160	0	0	5/15/2016	C		5/14/2017

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4500271936	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	NEW HP EQUIPMENT	E	B	7	N	4	3		14,248	14,248	0	0	5/12/2016	C		5/11/2017
4500271984	TORYS LLP 1114 AVENUE OF THE AMERICAS - FL 23 NEW YORK, NY 10036-7703 US	LEGAL SERVICES	L	2	5	N	N	1		20,950	20,923	12,118	27	4/29/2016	C		4/28/2017
4500272011	MTS INTEGRA TRAK INC 70 GRAND AVE - STE 104 RIVER EDGE, NJ 07661-1936 US	ANNUAL MAINTENANCE	S	B	5	N	N	6		13,919	13,919	0	0	5/1/2016	C		4/30/2017
4500272012	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	TOOL KITS SOFTWARE AND MAINTENANCE	E	B	5	N	N	5		14,650	14,650	0	0	5/9/2016	C		5/8/2017
4500272022	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	345KV ROSETON-FISHKILL LINE B-G	E	2	8	F	N	1		376,073	376,073	87,861	0	5/2/2016	C		8/31/2017
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		75,000	50,212	50,212	24,788	5/9/2016	O	6/30/2019	
4500272149	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	REPAIR, REFURBISH AND REPAINT 3 EA. ICE SLUICE GATES AT STL-FDR	C	B		N	N	3		6,423,357	4,253,541	3,170,668	2,169,816	5/9/2016	O	5/8/2019	
4500272155	DYNTEK SERVICES INC 1350 BROADWAY - RM 2104 NEW YORK, NY 10018-7794 US	HITACHI MAINTENANCE	S	B	7	N	N	4		559,221	559,221	0	0	4/1/2016	C		3/30/2017
4500272166	G4S SECURE SOLUTIONS USA INC 1395 UNIVERSITY BLVD JUPITER, FL 33458-5289 US	SENY UNIFORMED SECURITY GUARD SERVICES	S	B		N	N	15		15,000,000	3,374,123	2,591,506	11,625,877	6/5/2016	O	6/4/2021	
4500272275	DATASPLICE LLC 414 E OAK ST FORT COLLINS, CO 80524-2950 US	DATASPLICE SOFTWARE AND CONSULTING SERVICES	P	B	7	F	N	1		664,209	422,913	152,380	241,296	12/5/2017	O	4/30/2018	
4500272369	CONTINENTAL RESOURCES INC 175 MIDDLESEX TPKE - STE 1 BEDFORD, MA 01730-1469 US	SOFTWARE TOOLS TO SUPPORT AND MONITOR HEALTH OF NYPA' IT VMWARE INFRASTRUCTURE	E	B	8	N	N	5		49,997	49,997	0	0	5/20/2016	C		5/19/2017
4500272573	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	CARDIAC LIFE TO PROVIDE AED PROGRAM MANAGEMENT SERVICES	P	B	7	N	3	1		30,345	30,345	0	0	5/18/2016	C		5/17/2017
4500272676	ENOSERV A DIV OF DOBLE ENGINEERING CO 7780 E 106TH ST TULSA, OK 74133-6843 US	ANNUAL MAINTENANCE - ENOSERV SOFTWARE	S	1	6	N	N	1	*	9,338	9,338	0	0	6/1/2016	C		5/31/2017
4500272820	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	POWERGEM TARA SOFTWARE LICENSES	E	1	5	N	N	1		32,000	32,000	0	0	6/1/2016	C		5/31/2017
4500272849	GLOBAL KNOWLEDGE TRAINING LLC DBA FOR GK HOLDINGS INC 9000 REGENCY PKWY - STE 500 CARY, NC 27518-8520 US	GLOBAL KNOWLEDGE FREEDOM SUPER SAVER PROGRAM	S	B	7	N	N	1		50,000	50,000	0	0	4/22/2016	C		4/21/2017

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4500273000	TRENCH LTD 390 MIDWEST RD SCARBOROUGH, ON M1P 3B5 CA	345KV PT AND CCVT EQUIPMENT	E	B		F	N	7		517,005	107,310	107,310	409,695	12/8/2017	O	12/31/2018	
4500273060	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	ANNUAL MAINTENANCE FOR WINZIP AND COURIER	S	B	7	N	N	4		6,996	6,996	0	0	3/24/2016	C		3/23/2017
4500273091	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	SOFTWARE AND MAINTENANCE FOR NUANCE POWER PDF	E	B	7	N	N	3		13,538	13,538	0	0	6/3/2016	C		6/2/2017
4500273139	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	ANNUAL MAINTENANCE FOR ACRONIS SNAP DEPLOY	S	B	7	N	N	3		6,925	6,925	0	0	5/31/2016	C		5/30/2017
4500273150	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	ADOBE CLOUD SERVICES	S	B	7	N	N	2		20,232	20,232	0	0	6/5/2016	C		6/4/2017
4500273151	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	PSS MUST LICENSE FEE RENEWAL	S	1	6	N	N	1		24,505	24,505	0	0	5/18/2016	C		5/17/2017
4500273224	HERMAN MILLER INC C/O ALIANZA SERVICES LLC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	OFFICE FURNITURE FOR FLYNN	E	B	7	N	N	1		21,814	21,814	21,814	0	6/1/2016	C		2/23/2017
4500273311	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	25 FUJITSU SCANSANP SCANNERS FOR PROCUREMENT	E	B	5	N	4	3		10,350	10,350	0	0	6/17/2016	C		6/16/2017
4500273348	ENVIRONETICS GROUP ARCHITECT PC 180 SYLVAN AVE ENGLEWOOD CLIFFS, NJ 07632-2512 US	ARCHITECTURAL/INTERIOR DESIGN SERVICES WPO	A	B		F	N	8		360,000	83,956	44,012	276,044	6/10/2016	O	6/9/2021	
4500273386	BAVIER DESIGN LLC 277 ROWAYTON AVE NORWALK, CT 06853-1021 US	ARCHITECTURAL/ INTERIOR DESIGN SERVICES WPO	A	B		F	N	8		240,000	4,130	0	235,870	6/10/2016	O	6/9/2021	
4500273406	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE INSTALLATION	S	2	5	N	4	1	*	13,275	13,275	13,275	0	6/7/2016	C		2/7/2017
4500273466	FRIED FRANK HARRIS SHRIVER & JACOBSON LLP 1 NEW YORK PLZ - FL 27 NEW YORK, NY 10004-1903 US	LEGAL SERVICES	L	2	8	N	N	1		750,000	410,301	0	339,699	5/25/2016	O	5/25/2019	
4500273474	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047-3307 US	ENHANCED BORESCOPE INSPECTION AND TIL 1971/1972 INSPECTION	S	1	8	F	N	1		96,936	96,936	0	0	6/8/2016	C		3/1/2017
4500273488	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	ANNUAL MAINTENANCE - MV90 SOFTWARE	S	1	8	N	N	1		55,676	55,676	0	0	6/1/2016	C		5/31/2017

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4500273519	RENE D PETRIN MANAGEMENT MENTORS INC 111 NONANTUM ST BRIGHTON, MA 02135-2413 US	SUPPORT FOR NYPA'S ON-GOING MENTORING PROGRAM	S	2	9	F	N	1		9,375	8,875	0	500	3/31/2016	C		3/30/2017
4500273547	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECKPOINT MAINTENANCE	S	B	7	N	N	1		362,941	362,941	0	0	6/14/2016	C		6/13/2017
4500273548	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	VMWARE VIRTUAL DESK TOP ASSESSMENT LEARNING CREDITS	S	B	6	N	3	6		34,310	34,310	0	0	7/18/2016	C		1/2/2017
4500273638	OPEN TEXT INC 951 MARINERS ISLAND BLVD - FL 7 SAN MATEO, CA 94404-1561 US	MAINTENANCE FOR OPEN TEXT	S	B	7	N	N	1	*	99,964	99,964	0	0	7/1/2016	C		6/30/2017
4500273686	DELL MARKETING SLG SALES INC PO BOX 149254 AUSTIN, TX 78714 US	MICROSOFT ENTERPRISE AGREEMENT	E	B	7	N	N	1	*	639,372	639,372	138,995	0	4/15/2016	O	6/30/2018	
4500273791	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MICROSOFT PREMIER SUPPORT FEE	S	B	7	N	N	1		152,770	152,770	0	0	6/28/2016	C		6/27/2017
4500273846	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ANNUAL NETSCOUT MAINTENANCE	S	C	6	N	4	5		16,456	16,456	0	0	6/1/2016	C		5/31/2017
4500273850	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	PHASE 1 RELICENSING SERVICES FOR THE JARVIS PROJECT (FERC NO. P-3211)	P	B		N	N	6		294,262	294,262	117,742	0	6/20/2016	C		6/16/2017
4500273852	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	345KV MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	4		726,040	193,685	173,585	532,355	6/8/2016	O	6/10/2019	
4500273869	AUTOMATED LOGIC NEW YORK NEW JERSEY DBA FOR AUTOMATED LOGIC BTG INC 100 DELAWANNA AVE - STE 400 CLIFTON, NJ 07014-1553 US	FDI 5 NEW WSHP AND RETROFIT 9 EXISTING WSHP WITH AT NYPI	C	1	8	N	N	1		76,487	76,487	0	0	6/20/2016	C		6/19/2017
4500273948	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	STARBOARD MAXIMO TC&C SYSTEM INTERFACE	P	M	8	F	3	1		70,250	64,250	35,000	6,000	6/23/2016	C		5/8/2017
4500273993	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	BIENNIAL INSPECTION OF NIAGARA BRIDGES	A	B		N	N	3		222,925	222,925	67,459	0	6/30/2016	C		6/29/2017
4500274002	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	SITECORE CONTENT MANAGEMENT SOFTWARE	E	2	8	F	N	1		204,464	204,464	0	0	6/23/2016	C		6/22/2017
4500274022	THERMO HYDRONIC CORP 14140 224TH ST LAURELTON, NY 11413-2940 US	ELECTRICAL AND MECHANICAL WORK TO DISCONNECT FUEL CELL AT THE NEW YORK AQUARIUM	C	2	9	N	4	2		81,300	79,300	79,300	2,000	6/27/2016	C		6/26/2017
4500274056	EN-NET SERVICES LLC 712 N EAST ST FREDERICK, MD 21701-5239 US	MAINTENANCE FOR WEBTRENDS	S	B	5	N	N	3		11,773	11,773	0	0	6/27/2016	C		6/26/2017

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4500274192	DELL MARKETING SLG SALES INC PO BOX 149254 AUSTIN, TX 78714 US	VMWARE ELA RENEWAL	S	B	7	N	N	4	*	97,035	97,035	0	0	7/1/2016	C		6/30/2017
4500274252	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	CYBER SECURITY SERVICES IN SUPPORT OF AUTHORITY'S NERC CIP COMPLIANCE OBLIGATIONS	P	1	8	F	N	1		298,700	298,700	0	0	7/1/2016	C		6/30/2017
4500274253	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	ORBUS SOFTWARE AND MAINTENANCE	S	B	7	N	N	1		52,289	52,289	0	0	8/4/2016	C		8/3/2017
4500274379	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	FDI 500 KW 0.8 PF EMERGENCY DIESEL GENERATOR AND DEMOLISH AND DISPOSE OF EXISTING PROPANE GENERATOR	E	B		N	N	1		923,389	923,389	354,632	0	7/15/2016	C		6/20/2017
4500274455	USABLENET INC 142 W 57TH ST - FL 7 NEW YORK, NY 10019-3300 US	ASSISTIVE HOSTED SERVICES	S	C	6	N	N	3		7,212	7,212	0	0	7/21/2016	C		6/20/2017
4500274602	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	FURNISH, DELIVER AND INSTALL TWO 345KV SHUNT REACTORS AT ASTORIA ANNEX SUBSTATION	C	B		F	N	10		3,073,300	206,823	206,823	2,866,477	7/27/2016	O	7/31/2019	
4500274604	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTODESK SOFTWARE AND MAINTENANCE	E	C	6	N	N	4		7,241	7,241	0	0	7/18/2016	C		7/17/2017
4500274706	SCHWEITZER ENGINEERING LAB INC SEL ENGINEERING SERVICES INC 2350 NE HOPKINS CT PULLMAN, WA 99163-5600 US	FURNISH & DELIVER ELEVEN RELAY PANELS SKINS/CABINETS FOR THE S&R BUILDING AT NIAGARA PROJECT	E	B		N	N	6		586,748	485,332	485,332	101,416	7/18/2016	O	1/30/2018	
4500274790	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	STL- ENGINEERING ASSESSMENT OF THE 90 TON GANTRY CRANE	P	B		F	N	3	*	171,308	171,308	46,932	0	7/19/2016	C		6/20/2017
4500274819	BAKER BOTTS LLP PO BOX 301251 DALLAS, TX 75303-1251 US	LEGAL SERVICES	L	2	9	F	N	1		750,000	463,512	52,739	286,488	5/17/2016	O	5/16/2019	
4500274843	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER ETHERNET FOR CANAL LOCATIONS	S	B	7	N	N	1		106,225	106,224	106,224	1	8/1/2016	C		8/18/2017
4500274855	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	STL - STATION SERVICE UPGRADE AND LS DAM 480 VAC MCC REPLACEMENT	E	B		N	N	5		6,332,618	3,513,664	3,472,293	2,818,954	7/19/2016	O	7/18/2019	
4500274867	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	HELP ELECTRICAL INSTALLATION AT JFK BUILDINGS #208, #209 AND HANGER #19	C	B		N	3	3		1,474,286	834,225	834,225	640,061	8/24/2016	C		8/23/2017
4500274899	MIDDLEBURGH TELEPHONE CO PO BOX 191 MIDDLEBURGH, NY 12122 US	T1 SERVICE BG	C	1	5	N	N	1		17,633	17,633	17,633	0	7/20/2016	C		3/30/2017

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4500275010	GE INTELLIGENT PLATFORMS INC 2500 AUSTIN DR CHARLOTTESVILLE, VA 22911-8319 US	PROVIDE SOFTWARE AND PROFESSIONAL SERVICES FOR DESIGN, IMPLEMENTATION AND TRANSITION OF AHM&D CENTER	E	B		F	N	4		3,250,280	1,961,248	1,285,145	1,289,032	8/1/2016	O	7/31/2019	
4500275011	KAPSCH TRAFFICCOM USA INC 2855 PREMIERE PKWY DULUTH, GA 30097-5017 US	WIRELESS CONTROL OF RAIL HEATERS - MTA	E	B		F	N	1		2,075,578	1,449,746	941,625	625,832	7/22/2016	O	7/26/2018	
4500275022	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	FLIGHT GUIDANCE FOR BOTH NAVIGATION AND MAPPING DISPLAY	S	1	5	N	N	1		5,470	5,470	0	0	8/1/2016	C		7/31/2017
4500275026	HEAT SOFTWARE USA INC 8415 EXPLORER DR - STE 150 COLORADO SPRINGS, CO 80920-1034 US	ANNUAL HEAT LUMENSION SOFTWARE MAINTENANCE	S	C	6	N	N	3		10,520	10,520	0	0	7/29/2016	C		7/28/2017
4500275156	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	VAULT DECOMMISSIONING - STL	C	B		N	N	2		760,214	756,014	393,728	4,200	8/5/2016	C		8/4/2017
4500275227	WALKER PARKING CONSULTANTS/ ENGINEERS INC 50 W 23RD ST - STE 704 NEW YORK, NY 10010-5384 US	WPO GARAGE ROOF A/E DESIGN & CM SERVICES	P	B		N	N	8		808,119	494,404	413,653	313,715	8/1/2016	O	2/27/2021	
4500275256	PAUL J SCARIANO INC 12 POTTER AVE NEW ROCHELLE, NY 10801-2107 US	NOISE REDUCTION PROJECT - 500MW	C	B		N	N	2		1,491,824	777,824	163,444	714,000	8/10/2016	C		8/9/2017
4500275276	GLOBALSTAR INC GLOBALSTAR USA LLC 461 S MILPITAS BLVD MILPITAS, CA 95035-5485 US	GLOBALSTAR ANNUAL SERVICES	S	B	7	N	N	1		47,483	47,483	0	0	4/16/2016	C		4/15/2017
4500275277	LIVEDATA UTILITY SOLUTIONS INC 810 MEMORIAL DR CAMBRIDGE, MA 02139-4642 US	LIVEDATA SERVER SYSTEM ENHANCEMENTS - SINGLE SOURCE	P	2	6	N	N	1		39,000	7,585	0	31,415	8/22/2016	C		8/21/2017
4500275321	ROSS & BARUZZINI INC 110 WILLIAM ST FL 29 NEW YORK, NY 10038-3901 US	CONTROL ROOM PRELIMINARY ENGINEERING DESIGN	A	B		F	N	8		348,380	348,380	186,152	0	8/2/2016	C		8/1/2017
4500275328	TITAN ROOFING INC 200 TAPLEY ST SPRINGFIELD, MA 01104-2827 US	OUTBUILDING, SWITCHYARD SERVICE BUILDING & FAN HOUSE ROOF REPLACEMENT PROJECT	C	B		N	4	3		208,975	208,975	0	0	8/8/2016	C		8/5/2017
4500275369	NORTH CAROLINA STATE UNIVERSITY OFFICE OF RESEARCH ADMINISTRATION 2701 SULLIVAN DR - BOX 7514 RALEIGH, NC 27695-7514 US	TESTING OF CONVERTIBLE STATIC CONVERTER SPARE CONTROL BOARDS ON THE TRANSIENT NETWORK ANALYZER	S	2	8	F	N	1		233,504	193,298	193,298	40,206	8/1/2016	C		7/31/2017
4500275419	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	FURNISH AND DELIVER 18 X345KV SURGE ARRESTORS TO BG AS PART OF T-LEM	E	B		F	N	3		69,296	21,905	21,905	47,391	8/4/2016	O	7/3/2018	
4500275445	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ANNUAL MAINTENANCE FOR SOLARWINDS	S	C	5	F	N	4		34,262	34,262	0	0	8/31/2016	C		8/30/2017

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4500275519	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECKPOINT EQPT & MAINTENANCE	E	B	7	N	N	1		56,200	56,200	0	0	8/26/2016	C		8/25/2017
4500275569	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	CONTINUED SUPPORT FOR THE SMART GENERATION AND TRANSMISSION AND ASSET MANAGEMENT STRATEGIC INITIATIVE SUPPORT	P	2	8	N	N	1		497,055	453,480	270,913	43,575	8/9/2016	C		8/8/2017
4500275602	LOPEZ & ASSOCIATES INC 1010 NORTHERN BLVD - STE 208 GREAT NECK, NY 11021-5320 US	TEST SCORING & TEST CONSULTING SERVICES	S	2	6	N	N	1		25,000	15,865	11,615	9,135	8/1/2016	C		7/31/2017
4500275613	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	LIGHTING UPGRADES	C	1	5	N	4	1		66,136	28,896	2,296	37,240	8/11/2016	C		2/10/2017
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	178,939	178,939	1,621,061	9/28/2016	O	9/27/2021	
4500275675	RITZ INSTRUMENT TRANSFORMERS INC 25 HAMBURG AVE LAVONIA, GA 30553-3577 US	BUSHING CT'S 345KV ELECTRICAL EQUIPMENT	E	B		F	N	7		56,100	28,050	28,050	28,050	8/11/2016	O	6/10/2019	
4500275688	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	TRANSMISSION/RATE CONSULTING SERVICES	P	B		N	N	4		1,800,000	0	0	1,800,000	9/28/2016	O	9/27/2021	
4500275701	SALARY.COM LLC 34 WASHINGTON ST - STE 310 WELLESLEY, MA 02481-1903 US	CLOUD BASED COMPENSATION DATA ANALYTICS AND SURVEYS	S	B		F	N	5		82,500	33,000	16,500	49,500	8/1/2016	O	7/31/2021	
4500275706	A & T SYSTEMS INC 12200 TECH RD - STE 200 SILVER SPRING, MD 20904-1971 US	MOBILE FIRST PROTECTION SERVICES	S	B	7	N	N	1		141,794	141,794	0	0	8/19/2016	C		8/18/2017
4500275796	BIG BANG LLC 9851 S 27TH ST FRANKLIN, WI 53132-9533 US	LICENSE FEE - UNIVERSAL IMAGING UTILITY (UIU) IMAGING TOOL	S	C	6	N	N	2		7,403	7,403	0	0	8/19/2016	C		8/18/2017
4500275857	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	DESIGN/PURCHASE/FURNISH, CONSTRUCT, TEST, DELIVER AND COMMISSION/ INSTALL A NEW MICROWAVE LINK TO SENECA TWR - NIA	C	B		N	N	2		979,644	963,644	909,405	16,000	8/17/2016	C		8/16/2017
4500275918	DOW ELECTRIC INC 3874 STATE ROUTE 11 MALONE, NY 12953-3726 US	FURNISH, DELIVER & INSTALL AN EMERGENCY GENERATOR AT THE WILLIS SUBSTATION	E	B		N	N	3		454,811	454,811	454,811	0	8/19/2016	C		6/30/2017
4500275929	ALLIANCE FOR SUSTAINABLE ENERGY LLC 15013 DENVER WEST PKWY GOLDEN, CO 80401-3111 US	NREL SUPPORT TO THE NYPA SOLAR PROGRAM	P	1	8	F	N	1		200,000	200,000	0	0	8/18/2016	O	8/17/2019	
4500276029	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	CO CATALYST	E	B		N	N	2		266,790	265,840	133,995	950	8/22/2016	C		1/19/2017
4500276108	SCOTT LAWN YARD INC 5552 TOWNLINE RD SANBORN, NY 14132-9371 US	COMMON TERN HABITAT PROJECT	S	B		N	3	4	*	54,767	54,767	2,567	0	8/23/2016	C		8/22/2017

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4500276166	ISECURE LLC 115 SULLY'S TRL - STE 10 PITTSFORD, NY 14534-4571 US	MANDIANT INCIDENT RESPONSE SERVICES	S	B	7	N	3	3		100,000	100,000	0	0	9/19/2016	C		9/15/2017
4500276173	GE ENERGY MANAGEMENT SERVICES LLC DBA FOR GRID SOLUTIONS (US) LLC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402 US	COMMISSION KELMAN ANALYZERS ON 3 GSU'S	S	1	5	F	N	1		8,220	0	0	8,220	8/25/2016	C		1/3/2017
4500276197	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	CANAL DESIGN & DRAWINGS ASSESSMENT	P	B	7	N	N	1		24,500	19,664	0	4,836	9/6/2016	C		9/5/2017
4500276213	SOLAR PLUMBING DESIGN INC 373 S 1ST ST - STE 1 BROOKLYN, NY 11211-4712 US	SUNY MARITIME COLLEGE - FLEX HOSE REPLACEMENT PROJECT	C	2	5	N	N	2		38,844	38,844	20,090	0	8/25/2016	C		8/24/2017
4500276218	REED & ASSOCIATES CPAS INC 8700 CENTEREVILLE RD - STE 203 MANASSAS, VA 20110-8411 US	NYPA ASSET MANAGEMENT AND OPERATIONS PORTFOLIO MANAGEMENT GROUP SUPPORT	P	B	7	F	N	1		995,992	935,326	935,326	60,666	8/26/2016	C		8/25/2017
4500276264	R V P FLOORING SYSTEMS INC 35 COMMERCE DR STE B CARMEL, NY 10512-4211 US	STAIRWELL TREAD REPLACEMENT	S	B	7	N	3	1		46,532	46,532	46,532	0	8/26/2016	C		3/31/2017
4500276305	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	CEC TRANSIENT NETWORK AGREEMENT - LEASE OF EQUIPMENT	E	1	8	F	N	1		90,000	45,000	45,000	45,000	7/1/2016	O	6/30/2018	
4500276379	CANDELA SYSTEMS CORP 168 OLD SAW MILL RIV RD HAWTHORNE, NY 10532-1515 US	LIGHTING UPGRADE	C	B		N	4	4		350,134	286,136	233,975	63,998	9/16/2016	O	2/28/2018	
4500276397	OTIS ELEVATOR CO 1 ODELL PLZ - STE 120 YONKERS, NY 10701-1415 US	WPO CENTROPLEX AND GARAGE BUILDING ELEVATOR MODERNIZATION	C	B		N	N	5		2,323,352	398,386	398,386	1,924,966	9/1/2016	O	8/31/2018	
4500276425	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	QUICKHELP SOFTWARE	E	B	5	N	N	3		14,220	0	0	14,220	10/1/2016	C		9/30/2017
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	54,088	54,088	1,295,912	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	69,828	69,828	380,172	1/1/2017	O	12/31/2021	
4500276432	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	SETTINGLESS PROTECTION PROJECT- SIEMENS	E	1	8	F	N	1		34,982	34,982	34,982	0	9/1/2016	C		1/6/2017
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	2,477	2,477	22,523	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	1,538,961	1,538,961	7,861,039	1/1/2017	O	12/31/2021	

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4500276526	AMERICAN PRODUCTIVITY & QUALITY CTR APQC 123 N POST OAK LN - STE 300 HOUSTON, TX 77024-7718 US	CONSULTING SERVICES IN SUPPORT OF NYPA'S PROCESS FRAMEWORK	P	2	8	F	N	1		19,101	19,101	467	0	9/6/2016	C		8/25/2017
4500276562	NORTHERN TIER CONTRACTING INC 329A SCOTCH SETTLEMENT RD GOUVERNEUR, NY 13642-3164 US	ISLAND VIEW PARK IMPROVEMENT PROJECT	C	B		N	N	4		1,495,864	1,418,356	1,051,012	77,508	9/13/2016	C		9/12/2017
4500276616	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 500 AVERY LN - STE A ROME, NY 13441-4236 US	IT SVC-CO-SOURCING PROCUREMENT ASSIST	P	B	7	N	N	1		72,600	72,600	64,800	0	9/12/2016	C		9/11/2017
4500276640	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	POLYCOM APPLICATION MAINTENANCE	E	B	7	N	N	3		30,500	9,895	9,895	20,605	9/19/2016	C		9/18/2017
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	189,677	156,911	310,324	10/3/2016	O	10/2/2021	
4500276668	BGL ASSET SERVICES LLC 2193 NORTHWAY DR MT PLEASANT, MI 48858-4732 US	500MW CATHODIC PROTECTION SYSTEM CONSTRUCTION PROJECT	C	B		F	N	6		1,774,513	787,176	768,775	987,337	11/11/2016	O	11/10/2018	
4500276744	GOVERNMENT MARKETING & PROCUREMENT LLC 13350 RANCH RD 12 WIMBERLEY, TX 78676-5304 US	ANNUAL MAINTENANCE FOR SECUNIA VULNERABILITY	S	B	7	N	N	1		42,317	42,317	0	0	10/18/2016	C		10/17/2017
4500276754	FOX ROTHSCHILD LLP 101 PARK AVE - STE 1700 NEW YORK, NY 10178-0002 US	LEGAL SERVICES	L	2	8	N	N	1		850,001	835,075	793,457	14,926	8/29/2016	O	8/28/2020	
4500276786	EX LIBRIS (USA) INC 1350 E TOUHY AVE - STE 200E DES PLAINES, IL 60018-3307 US	VOYAGER MAINTENANCE	S	B	7	N	N	1	*	27,280	27,280	14,051	0	10/1/2016	C		9/30/2017
4500276820	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	200 HOUR BLOCK OF TIME FOR UC AND NETWORK INFRASTRUCTURE SUPPORT	P	B	7	N	N	1		37,223	11,460	7,560	25,763	9/13/2016	C		9/12/2017
4500276896	COMPUTER AIDED ENGINEERING ASSOCIATES INC 1579 STRAITS TPKE - STE 2B MIDDLEBURY, CT 06762-1835 US	ANSYS LS ANNUAL MAINTENANCE	S	B	7	N	N	1	*	5,054	5,054	0	0	10/25/2016	C		10/24/2017
4500276918	TRANE U S INC TRANE 4518 COURT SQ LONG ISLAND CITY, NY 11101-2955 US	TRANE HVAC MAINTENANCE AND ON CALL	S	B	7	N	N	1		200,000	18,675	18,675	181,325	7/1/2016	C		6/30/2017
4500276922	WORLD WIDE GAS TURBINE PRODUCTS INC 300 COMMERCE DR CLIFTON PARK, NY 12065-1317 US	6 INCH PURGE VALVE	E	B	5	N	1	4		27,600	27,600	27,600	0	9/15/2016	C		4/28/2017

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4500276927	NORTHEAST CONTROLS INC PO BOX 275 UPPER SADDLE RIVER, NJ 07458 US	3 AND 4 INCH PURGE VALVES	E	B	5	F	N	4	*	30,807	30,807	30,807	0	9/15/2016	C		4/27/2017
4500276984	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	F/D PROTECTIVE RELAY CABINET SKINS AND LOOSE RELAYS FOR MOUNTAIN121 AND PACKARD 192 FOR NIAGARA LEM PROJECT	E	B		N	N	6		208,403	203,423	203,423	4,980	9/19/2016	C		11/28/2017
4500276997	MELTWATER NEWS US INC 50 FREMONT ST STE 200 SAN FRANCISCO, CA 94105-2244 US	MELTWATER SUBSCRIPTION -	S	2	6	N	N	1		17,800	17,800	0	0	8/1/2016	C		7/31/2017
4500277044	GE ENERGY MANAGEMENT SERVICES LLC DBA FOR GRID SOLUTIONS (US) LLC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402 US	OFF SITE REPAIR TO POTENTIAL TRANSFORMER (CRACKED WELD)	S	1	5	F	N	1		10,400	0	0	10,400	9/19/2016	C		9/18/2017
4500277267	DYNTEK SERVICES INC 1350 BROADWAY - RM 2104 NEW YORK, NY 10018-7794 US	EQUIPMENT FOR SUPPORT ASSET HEALTH CENTER PROJECT	E	B	7	N	N	5		121,385	120,414	120,414	971	10/21/2016	C		10/20/2017
4500277268	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	ORBUS ISERVER SERVICES	P	B	7	N	N	1		36,000	31,500	0	4,500	9/28/2016	C		9/27/2017
4500277318	JOHN HERBERT CO DBA FOR PSH CORP 142 RT 17K - PO BOX 2758 NEWBURGH, NY 12550 US	CARPET	E	B	7	N	1	1		164,686	164,686	164,686	0	9/27/2016	C		7/19/2017
4500277391	ROSS & BARUZZINI INC 110 WILLIAM ST FL 29 NEW YORK, NY 10038-3901 US	ISOC PRELIMINARY ENGINEERING WPO	P	2	8	F	N	1		275,138	275,138	275,138	0	9/28/2016	C		9/27/2017
4500277397	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	ARI FLEET MAINTENANCE SERVICE CANALS	S	B	7	F	N	1		25,338	25,338	25,338	0	12/27/2016	C		4/27/2017
4500277399	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	HITACHI EQUIPMENT FOR CANALS WPO & TELX LOCATION	E	B	7	N	3	6	*	2,345,091	2,345,091	0	0	10/14/2016	C		1/31/2017
4500277433	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL DATA PROTECTION SOFTWARE	S	B	7	N	N	1	*	22,438	22,438	22,438	0	10/3/2016	C		10/2/2017
4500277478	IHS GLOBAL INC 15 INVERNESS WAY E ENGLEWOOD, CO 80112-5710 US	ESSENTIAL MAINTENANCE	S	B	7	N	N	1		60,246	60,246	0	0	10/1/2016	C		9/30/2017
4500277495	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	SOLARWINDS NETWORK PERFORMANCE MONITOR SOFTWARE	E	B	6	N	N	3		8,304	8,304	0	0	10/10/2016	C		10/9/2017
4500277509	THE BABCOCK & WILCOX COMPANY 2849 STERLING DR HATFIELD, PA 19440-1956 US	CONTINUOUS EMISSION MONITORING SYSTEM SOFTWARE MAINTENANCE	S	1	8	F	N	1		104,520	104,520	0	0	8/1/2016	C		7/31/2017

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4500277621	SYSTEMS MANAGEMENT PLANNING INC 1020 JOHN ST WEST HENRIETTA, NY 14586-9757 US	MAINTENANCE FOR TENABLE SECURITY SOFTWARE	S	B	5	N	N	4	*	18,328	18,328	0	0	9/25/2016	C		9/24/2017
4500277821	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE-CANAL CORPORATION	E	B	7	N	N	1		291,550	291,457	291,457	93	10/17/2016	C		1/18/2017
4500277828	DOCPOINT SOLUTIONS LLC 8161 MAPLE LAWN BLVD - LOWER FL 2 FULTON, MD 20759-2597 US	NINTEX ANNUAL MAINTENANCE	S	B	7	N	N	1		21,280	21,280	0	0	10/10/2016	C		10/9/2017
4500277863	AMR NETWORKS LLC MICHELE RUBINO 856 MAPLECREST CT SCHENECTADY, NY 12309-3050 US	ACTIVE DIRECTORY MIGRATION - SOLE SOURCE	P	2	8	N	3	1		122,450	10,750	10,750	111,700	10/11/2016	C		10/10/2017
4500277895	GRID SOLUTIONS CANADA ULC 1400 RUE INDUSTRIELLE - STE 100 LA PRIARIE QUEBEC, QC J5R 2E5 CA	SETTINGLESS PROTECTION PROJECT	E	1	8	F	N	1		13,627	13,627	3,434	0	9/1/2016	C		1/6/2017
4500277929	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	CHECKPOINT SECURITY SW & SUPPORT	E	B	7	N	N	1		39,000	39,000	0	0	10/24/2016	C		10/23/2017
4500277930	TOP-TIER TECHNOLOGIES INC 12050 CREEKBEND DR RESTON, VA 20194-5615 US	AUREA LIST MANAGER SUBSCRIPTION - COMPETITIVE BID	S	B	6	N	N	5		24,650	24,650	0	0	10/1/2016	C		9/30/2017
4500277969	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	ACCELA SOFTWARE, MAINTENANCE. SERVICES-	S	B	7	N	N	1	*	400,925	400,925	278,194	0	10/20/2016	C		10/19/2017
4500278050	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTODESK ANNUAL MAINTENANCE	S	B	7	N	N	1		63,500	63,500	0	0	10/28/2016	C		10/27/2017
4500278053	DATUM FILING SYSTEMS INC C/O ACCENT COMMERCIAL FURNITURE 89 CHURCH RD - #PC66403F EMIGSVILLE, PA 17318 US	FURNITURE	E	B	7	N	N	1		7,182	7,182	0	0	11/15/2016	C		1/2/2017
4500278086	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	CRESTRON ROOM WIZARDS	E	B	7	N	N	3		10,825	10,825	6,025	0	11/2/2016	C		11/1/2017
4500278100	HERMAN MILLER INC C/O MILLINGTON LOCKWOOD INC 855 E MAIN ST - PO BOX 302 ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	N	N	1		39,916	39,916	0	0	11/15/2016	C		1/2/2017
4500278107	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	CISCO FOR SETTINGLESS PROTECTION CPR1411 IEEE	E	B	7	N	4	7	*	10,005	10,005	10,005	0	12/27/2016	C		1/27/2017

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4500278137	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT - CANALS	E	B	7	N	4	7		192,693	192,693	192,693	0	11/10/2016	C		5/27/2017
4500278143	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE FOR SYRACUSE OFFICE - CANALS	E	B	7	N	N	1		52,027	50,860	0	1,167	11/15/2016	C		1/17/2017
4500278171	NETBRAIN TECHNOLOGIES INC 15 NETWORK DR BURLINGTON, MA 01803-2756 US	ANNUAL NETBRAIN MAINTENANCE	S	C	5	N	N	4		9,000	9,000	0	0	8/17/2016	C		8/16/2017
4500278240	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CANAL GIS INTEGRATION AND HOSTING SERVICES	S	2	8	N	N	1		184,679	184,679	184,679	0	10/20/2016	C		8/25/2017
4500278271	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	MIGRATE, ENHANCE, AND HOST CANAL AUTOMATED EARTHQUAKE RESPONSE TOOL	S	2	8	N	N	1	*	40,919	40,919	40,919	0	10/20/2016	C		8/25/2017
4500278395	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASING OF MAIL EQUIPMENT - NJPA CONTRACT #043012-PIT	E	B	6	N	N	1		47,377	10,884	10,884	36,493	12/1/2016	O	11/30/2019	
4500278447	CORPORATE EXECUTIVE BOARD 1919 NORHT LYNN ST ARLINGTON, VA 22209 US	CORPORATE EXECUTIVE BOARD (CEB) SHARED SERVICES LEADERSHIP COUNCIL	S	2	9	F	N	1		33,150	33,150	0	0	10/31/2016	C		10/30/2017
4500278494	SIGNAL PERFECTION LTD SUBSIDIARY OF AVI-SPL INC 6301 BENJAMIN RD - STE 101 TAMPA, FL 33634-5115 US	NYPA NIAGARA VISITORS CENTER CONFERENCE ROOM DESIGN	E	B	8	N	N	4	*	215,734	215,734	215,734	0	11/30/2016	C		5/30/2017
4500278502	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	CANALS END USER PC DEPLOYMENT	E	B		N	4	2		293,525	247,550	247,550	45,975	10/26/2016	C		4/25/2017
4500278530	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	ESRI DESKTOP, SERVER, AND GIS ONLINE SUBSCRIPTION LICENSES	E	B	7	N	N	1	*	67,502	67,502	67,502	0	11/1/2016	C		10/31/2017
4500278545	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	ANNUAL MAINTENANCE FOR BROMIUM ENDPOINT	S	B	7	N	N	1		55,134	55,134	0	0	9/30/2016	C		9/29/2017
4500278612	OPENEYE DISPLAYS LLC BRYAN MESZAROS 372 CONOVER ST SOUTH AMBOY, NJ 08879-1206 US	NYPA DIGITAL SIGN GAP ANALYSIS	P	B		F	N	3		29,750	24,143	24,143	5,607	11/3/2016	C		3/15/2017
4500278620	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MOBILE COMMUNICATIONS - SOFTWARE MOBILE HOSTING SERVICES	S	C	6	N	N	3	*	38,328	38,328	0	0	8/11/2016	C		8/10/2017
4500278667	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	QUEST UTILITY TOOLS SOFTWARE-	S	B	7	N	N	1	*	60,148	60,148	0	0	10/31/2016	C		10/30/2017

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4500278794	OPEN TEXT INC 951 MARINERS ISLAND BLVD - FL 7 SAN MATEO, CA 94404-1561 US	CONTENT SERVER ADDITIONAL LICENSES AND MAINTENANCE	E	B	7	N	N	3		48,000	48,000	0	0	11/1/2016	C		11/30/2017
4500278819	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	HATCH VISTA DSS SOFTWARE MAINTENANCE	S	2	6	N	N	1		25,000	25,000	25,000	0	9/1/2016	C		7/20/2017
4500278820	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	500MW TECHNICAL SUPPORT AGREEMENT (TSA)	P	1	6	N	N	1		37,630	7,630	7,630	30,000	11/4/2016	C		11/3/2017
4500278970	AKAMAI TECHNOLOGIES INC 150 BORADWAY - STE 100 CAMBRIDGE, MA 02142-1055 US	MAINTENANCE: AKAMA PROLEXIC	S	B	7	N	N	1		101,660	101,660	84,717	0	8/20/2016	C		8/19/2017
4500278977	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	DATA POWER SOFTWARE AND EQUIPMENT PM20890	E	B	7	N	N	5		178,876	178,876	141,440	0	11/23/2016	C		11/22/2017
4500278993	COMPUTER AIDED ENGINEERING ASSOCIATES INC 1579 STRAITS TPKE - STE 2B MIDDLEBURY, CT 06762-1835 US	ANNUAL MAINTENANCE FOR ANSYS MECHANICAL	S	B	7	N	N	1		14,056	14,056	0	0	12/1/2016	C		11/30/2017
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	11/10/2015	O	11/9/2020	
4500279080	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	GEN 9 SERVER FOR SETTINGLES PROTECTION	E	B	7	N	4	5		6,054	6,054	6,054	0	2/6/2017	C		11/27/2017
4500279081	DELOITTE CONSULTING LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	CYBER SECURITY AND ENTERPRISE ARCHITECTURE SUPPORT	P	B	7	N	N	1		7,995,396	7,930,061	7,930,061	65,335	11/14/2016	C		12/15/2017
4500279107	EATON CORP C/O HASGO POWER EQUIPMENT SALES INC 151 W MAIN ST - PO BOX 400 LE ROY, NY 14482-1317 US	STATION SERVICE UPGRADE PROJECT PLATTSBURGH SUBSTATION	E	B			N	N	4		1,243,587	72,825	72,825	1,170,762	11/16/2016	O	3/30/2018	
4500279185	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	NIAGARA WAREHOUSE & OFFICE BUILDING SNOW/ICE GUARD PROJECT	C	B			N	N	2		398,400	0	0	398,400	1/1/1999	C		1/3/2017
4500279210	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	SOLARWINDS ADDITIONAL POLLING ENGINE	E	B	5	N	N	4		16,027	16,027	0	0	11/22/2016	C		11/21/2017
4500279330	COMPUTER AIDED ENGINEERING ASSOCIATES INC 1579 STRAITS TPKE - STE 2B MIDDLEBURY, CT 06762-1835 US	ANSYS SOFTWARE ANNUAL MAINTENANCE	S	B	7	N	N	1	*	16,531	16,531	0	0	1/1/2017	C		12/31/2017

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4500279364	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	POWER WIRING AND VOICE DATA CABLING	C	2	6	N	N	1		12,300	12,300	12,300	0	11/21/2016	C		1/24/2017
4500279386	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	MAINTENANCE: NASTEL AUTOPILOT	S	2	5	N	2	1		34,979	34,979	0	0	9/30/2016	C		9/29/2017
4500279388	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	BENTLEY PERPETUAL SOFTWARE AND SUBSCRIPTION SUPPORT CANALS	E	B	7	F	N	1	*	55,543	55,543	55,543	0	12/14/2016	C		1/5/2017
4500279445	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	ST. LAWRENCE CORE	E	B	7	N	N	2	*	219,937	219,937	219,937	0	12/5/2016	C		1/27/2017
4500279561	PEOPLEFLUENT DBA FOR AQUIRE SOLUTIONS INC 400 LAS COLINAS BLVD E - STE 500 IRVING, TX 75039-5617 US	MAINTENANCE FOR ORG PUBLISHER FOR SAP	S	B	5	F	N	3	*	6,402	6,402	6,402	0	11/1/2016	C		10/31/2017
4500279582	CHAMPION SECURITY SERVICES INC 210 HAMILTON ST GENEVA, NY 14456-2911 US	NYPA -CANAL UNIFORM SECURITY SERVICES	S	2	8	N	2	1		400,000	99,329	99,329	300,671	12/1/2016	C		5/31/2017
4500279663	ESSENSE PARTNERS DBA AKASAKA ENTERPRISES 125 PARK AVE - FL 25 NEW YORK, NY 10017-5550 US	NYPA.GOV WEBSITE SUPPORT & MAINTENANCE	P	2	8	N	4	1		200,000	200,000	200,000	0	1/1/2017	C		12/31/2017
4500279758	HERMAN MILLER INC C/O ALIANZA SERVICES LLC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	N	N	1		8,738	0	0	8,738	12/2/2016	C		12/1/2017
4500279762	THE NORTH HIGHLAND CO LLC 3333 PIEDMONT RD NE - STE 1000 ATLANTA, GA 30305-1843 US	INNOVATION SKILLS ENHANCEMENT	S	B	6	N	N	7		413,500	307,000	307,000	106,500	12/19/2016	C		12/18/2017
4500279814	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	RICOH COPIERS	E	B	7	N	N	1		33,378	33,378	33,378	0	12/5/2016	C		1/17/2017
4500279833	CORPORATE EXECUTIVE BOARD 1919 NORHT LYNN ST ARLINGTON, VA 22209 US	PLANNING WORKSHOP	S	2	8	F	N	1		80,000	80,000	0	0	12/5/2016	C		1/23/2017
4500279858	EN POINTE TECHNOLOGIES SALES LLC 1940 E MARIPOSA AVE EL SEGUNDO, CA 90245-3457 US	MAINTENANCE: MEGASPLOIT PRO	E	B	5	N	N	3	*	6,955	6,955	6,955	0	12/6/2016	C		12/5/2017
4500279868	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	POLYCOM INFRASTRUCTURE UPGRADE	E	B	7	N	N	5		18,196	18,196	18,196	0	12/6/2016	C		12/5/2017

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4500279903	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	LOCAL TRAFFIC MANAGER	E	B	7	N	N	8	*	71,482	71,482	71,482	0	12/7/2016	C		12/13/2017
4500279917	SIEMENS INDUSTRY INC 4401 FAIR LAKES CT - STE 400 FAIRFAX, VA 22033-3848 US	SIEMENS RISKSPECTIVES LICENSE HOSTING,MAINTENANCE,AND SUPPORT	E	1	8	F	N	1		492,485	267,488	267,488	224,997	1/1/2017	O	3/31/2018	
4500279963	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	HATCH VISTA DSS NEW SOFTWARE FUNCTIONALITY	P	2	6	F	N	1		6,800	0	0	6,800	12/8/2016	C		12/7/2017
4500279970	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	ANNUAL MAINTENANCE FOR ARCGIS SOFTWARE	E	B	7	N	N	1		38,105	38,105	38,105	0	12/8/2016	C		12/30/2017
4500280007	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	GOTHAM WATCH MAINTENANCE SUPPORT FOR HARDWARE AND SOFTWARE MONITORING OF THE CITRIX ENVIRONMENT	S	C	6	N	N	1		14,250	14,250	0	0	12/1/2016	C		11/30/2017
4500280025	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	COPIERS	E	B	7	N	N	1		33,378	33,378	33,378	0	12/9/2016	C		12/26/2017
4500280026	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NE - STE 600 WASHINGTON, DC 20004 US	SAP MAINTENANCE - SOLE SOURCE	S	1	8	N	N	1		579,294	579,294	579,294	0	1/1/2017	C		12/31/2017
4500280087	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1		32,612	32,432	32,432	180	12/13/2016	C		3/31/2017
4500280089	DYNTEK SERVICES INC 1350 BROADWAY - RM 2104 NEW YORK, NY 10018-7794 US	VMWARE VCENTER ENTERPRISE	E	B	7	F	N	5		52,184	52,184	52,184	0	12/13/2016	C		12/30/2017
4500280106	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1	*	12,602	12,602	12,602	0	12/13/2016	C		3/29/2017
4500280110	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1	*	86,513	86,513	86,513	0	12/13/2016	C		3/29/2017
4500280142	GRAVITY PRO CONSULTING LLC SYLVANA COCHE 21 VIA LAMPARA SAN CLEMENTE, CA 92673-7054 US	SAP PROFESSIONAL AND END USER BUSINESS SUITE LICENSES CANALS	E	B		F	3	2		196,650	196,650	0	0	12/14/2016	C		12/13/2017
4500280145	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1		6,460	6,460	6,460	0	12/14/2016	C		3/29/2017

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4500280157	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1		5,063	5,063	5,063	0	12/14/2016	C		3/29/2017
4500280167	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NE - STE 600 WASHINGTON, DC 20004 US	SAP BUSINESS SUITE PROF AND EMPLOYEE LICENSE MAINTENANCE CANALS	S	B		F	N	2	*	35,901	35,901	35,901	0	1/1/2017	C		12/31/2017
4500280205	SYSTEMS MANAGEMENT PLANNING INC 1020 JOHN ST WEST HENRIETTA, NY 14586-9757 US	TENABLE SECURITY SOFTWARE RENEWAL	E	2	6	N	N	1		10,205	10,205	0	0	12/15/2016	C		1/1/2017
4500280217	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	DIRECTOR'S DESK SUBSCRIPTION	S	1	6	N	N	1		22,379	22,279	0	100	1/31/2017	O	1/30/2018	
4500280244	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GOMEZ AND SULLIVAN FLOOD WARNING OPTIMIZATION SYSTEM SUPPORT	P	2	8	N	N	1	*	38,453	38,453	38,453	0	1/1/2017	C		8/21/2017
4500280255	CONCUR TECHNOLOGIES INC 601 108TH AVE NE - STE 1000 BELLEVUE, WA 98004-4750 US	CONCUR T&E CLOUD BASED SOFTWARE SOLUTION AND SERVICES	S	2	8	F	N	1		522,071	34,260	34,260	487,811	12/19/2016	O	12/18/2021	
4500280283	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	IBM QRADAR SOFTWARE AND HARDWARE	E	B	7	N	N	12		473,461	473,461	473,461	0	12/19/2016	C		2/1/2017
4500280305	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ANNUAL MAINTENANCE FOR GLOBALSCAPE	E	C	5	N	4	5		13,954	13,954	13,954	0	10/22/2016	C		10/21/2017
4500280387	VRINDA INC 303 E 83RD ST - APT 32B NEW YORK, NY 10028-4324 US	MANAGEMENT AND TECHNICAL CONSULTING SERVICES FOR DISTRIBUTION UTILITY OF THE FUTURE PROGRAM	P	B		N	4	14		108,290	108,290	108,290	0	1/3/2017	O	1/2/2020	
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		150,000	150,000	150,000	0	1/3/2017	O	1/2/2020	
4500280390	GREENTECH MEDIA GREENTECH MEDIA INC 152 W 25TH ST - STE 401 NEW YORK, NY 10001-7402 US	MANAGEMENT AND TECHNICAL CONSULTING SERVICES FOR DISTRIBUTION UTILITY OF THE FUTURE PROGRAM	P	B		N	N	14		114,500	100,000	100,000	14,500	1/3/2017	O	1/2/2020	
4500280422	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	GE ENERGY CONSULTING SUPPORT (GE-MAPS)	P	1	8	N	N	1		100,000	87,900	87,900	12,100	1/1/2017	C		12/31/2017
4500280438	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CANAL FWOS MIGRATION SERVICES	P	2	8	N	N	1		77,839	77,839	77,839	0	1/1/2017	C		8/25/2017

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4500280462	CITY OF WHITE PLAINS DEPT OF PARKING 7-11 S BROADWAY WHITE PLAINS, NY 10601-3520 US	PARKING PERMITS - WPO	E	2	8	N	N	1		100,425	95,525	75,425	4,900	1/1/2017	C		12/31/2017
4500280474	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	ANNUAL MAINTENANCE FOR SOLARWINDS APPLICATION	E	B	7	N	N	2	*	16,687	16,687	16,687	0	12/22/2016	C		12/28/2017
4500280475	MARS DISCOVERY DISTRICT 101 COLLEGE ST - STE 401 TORONTO, ON M5G 1L7 CA	SCENARIO PLANNING WORKSHOP	S	2	8	F	N	1		90,000	90,000	90,000	0	1/1/2017	C		6/30/2017
4500280484	BLUECIELO ECM SOLUTIONS INC 411 EAGLEVIEW BLVD STE 109 EXTON, PA 19341-1167 US	BLUECEILO RENEWAL	S	1	8	N	N	1		131,985	131,805	131,805	180	12/22/2016	C		12/21/2017
4500280487	MILLER ADVERTISING AGENCY INC 71 5TH AVE - STE 500 NEW YORK, NY 10003-3099 US	MEDIA ADVERTISING SERVICES	P	B		N	N	4		500,000	19,357	19,357	480,643	1/1/2017	O	12/31/2021	
4500280495	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	MAINTENANCE FOR RCA SW AND HW	E	C	5	N	4	7		27,162	27,162	27,162	0	12/23/2016	C		12/22/2017
4500280514	WINSHUTTLE LLC 19820 N CREEK PARKWAY STE 200 BOTHELL, WA 98011-8227 US	ANNUAL MAINTENANCE FOR WINSHUTTLE	E	B	5	N	N	4		11,940	11,940	11,940	0	10/22/2016	C		10/21/2017
4500280531	UNIVERSAL MULTILINK INC 18911 UNION TURNPIKE FLUSHING, NY 11366 US	MAINTENANCE: HP PLOTTERS	S	M	6	N	4	1		16,941	16,941	16,941	0	12/27/2016	C		12/26/2017
4500280533	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	BENTLEY PROJECTWISE SOFTWARE SUBSCRIPTION AND PROFESSIONAL SVC	S	B	7	F	N	1	*	32,322	32,322	32,322	0	12/28/2016	C		5/30/2017
4500280534	LIVEDATA UTILITY SOLUTIONS INC 810 MEMORIAL DR CAMBRIDGE, MA 02139-4642 US	MAINTENANCE LIVEDATA UTILITY SOLUTIONS, INC	S	1	9	N	N	1		36,180	36,180	36,180	0	12/27/2016	C		12/26/2017
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		964,450	569,796	569,796	394,654	12/29/2016	O	12/28/2021	
4500280625	ICON TECHNOLOGIES INC 200 WINSTON DR - APT #2319 CLIFFSIDE PARK, NJ 07010-3229 US	ARIBA IMPLEMENTATION SERVICES	S	M	8	N	4	1		195,000	195,000	195,000	0	1/3/2017	C		12/29/2017
4500280655	VERTIV SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	ANNUAL UNINTERRUPTIBLE POWER SYSTEM (UPS)/ BATTERIES MAINTENANCE	S	1	6	N	N	1		21,633	21,633	21,633	0	12/17/2016	C		12/16/2017
4500280770	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	PCS FOR AUTOCAD GROUP	E	B	7	N	4	5		164,834	164,834	164,834	0	1/6/2017	C		12/30/2017
4500280812	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SIEMENS SPECTRUM 3 EMS MARCY SUPPORT	S	1	8	N	N	1		410,182	410,182	410,182	0	1/1/2017	C		12/31/2017
4500280813	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SIEMENS POWER TG SCADA SOFTWARE SUPPORT	S	1	8	N	N	1		374,217	374,217	374,217	0	1/1/2017	C		12/31/2017

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4500280814	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SIEMENS SPECTRUM 3 EMS - NERC CIP BARCO VISUALIZATION LED UPG	S	1	8	N	N	1		361,917	361,917	361,917	0	1/1/2017	C		12/31/2017
4500280843	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	ANNUAL TAPROOT MAINTENANCE	S	1	6	N	N	1		6,899	6,899	6,899	0	12/1/2016	C		11/30/2017
4500280861	PUBLIC UTILITIES MAINTENANCE INC 212-26 99TH AVE QUEENS VILLAGE, NY 11429 US	STEEL TRANMISSION TOWER PAINTING	C	B		N	N	2		4,906,043	2,581,693	2,581,693	2,324,350	1/24/2017	O	1/23/2018	
4500280866	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	ANNUAL MAINTENANCE FOR VARONIS ENVIRONMENT PRODUCTS	S	B	7	N	N	6	*	39,325	39,325	39,325	0	1/9/2017	C		12/29/2017
4500280921	CANON SOLUTIONS AMERICA INC 125 PARK AVE FRNT 2 NEW YORK, NY 10017-5599 US	ANNUAL MAINTENANCE FOR OCE COLORWAVE 650 AND TCS SCANNER	S	B	7	N	N	1		14,083	14,083	14,083	0	9/1/2016	C		8/31/2017
4500280951	IBM CORP 80 STATE ST - STE 5 ALBANY, NY 12207-2543 US	IBM MAINTENANCE FOR IBM PRODUCTS IN SUPPORT OF BILLING/OCS PROJECTS AND SAP AND MAXIMO INTERFACES	S	B	7	N	N	1		706,687	700,351	700,351	6,336	1/1/2017	C		12/31/2017
4500280963	ST LAWRENCE GAS PO BOX 270 MASSENA, NY 13662 US	INSTALLATION OF A NATURAL GAS LINE TO THE VILLAGE OF WADDINGTON	C	1	5	N	N	1		6,370	0	0	6,370	1/12/2017	C		7/11/2017
4500280970	ADVANCE TESTING CO INC 3348 ROUTE 208 CAMPBELL HALL, NY 10916-3508 US	ON CALL SPECIAL INSPECTION SERVICES	P	2	8	N	N	1		50,000	12,792	12,792	37,208	1/11/2017	O	1/10/2018	
4500280995	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	SUPPORT NYPA'S POLYCOM VIDEO INFRASTRUCTURE	S	B	7	N	N	3		25,025	25,025	25,025	0	2/6/2017	C		12/30/2017
4500281057	POLLINATOR PARTNERSHIP 423 WASHINGTON ST - FL 5 SAN FRANCISCO, CA 94111-2354 US	REVIEW, TRAINING AND DEVELOPMENT OF A MONITORING PROTOCOL FOR POLLINATOR MANAGEMENT	P	2	8	F	N	1		14,600	0	0	14,600	1/13/2017	O	1/12/2018	
4500281146	PAPER MART INC 151 RIDGEDALE AVE EAST HANOVER, NJ 07936-1296 US	PAPER	E	B	7	N	N	1		5,117	5,114	5,114	3	1/17/2017	C		5/30/2017
4500281194	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	COMPUWARE RENEWAL MAINTENANCE	S	B	7	N	N	1	*	11,366	11,366	11,366	0	12/1/2016	C		11/30/2017
4500281210	R V P FLOORING SYSTEMS INC 35 COMMERCE DR STE B CARMEL, NY 10512-4211 US	CARPET	C	B	7	N	3	1	*	7,783	7,783	7,783	0	12/6/2016	C		1/13/2017
4500281227	SIEMENS INDUSTRY INC 1000 DEERFIELD PKWY BUFFALO GROVE, IL 60089-4547 US	LEHMAN COLLEGE VARIABLE FREQUENCY DRIVE PROJECT	C	1	8	N	N	1		99,321	70,783	70,783	28,538	1/24/2017	C		12/31/2017
4500281367	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	PORTIA ANNUAL MAINTENANCE - SOLE SOURCE	S	1	6	N	N	1		44,125	44,125	44,125	0	1/1/2017	C		12/31/2017

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4500281368	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD - BLDG 53-310 SCHENECTADY, NY 12305-2551 US	GE MAPS ANNUAL MAINTENANCE - SOLE SOURCE	S	1	8	N	N	1		95,000	95,000	95,000	0	1/21/2017	O	1/20/2018	
4500281540	TURBOPROP EAST INC 836 STATE RD NORTH ADAMS, MA 01247-3027 US	WARRANTY SERVICES - KING AIR 350 AIRPLANE	S	1	6	N	N	1		27,203	25,500	25,500	1,703	1/25/2017	C		12/31/2017
4500281593	VIATRAN CORP 3829 FOREST PKWY STE 500 NORTH TONAWANDA, NY 14120-3763 US	CATERING SERVICES - CANAL INTEGRATION TEAM EVENT	S	2	6	N	N	1		6,700	6,700	6,700	0	1/13/2017	C		1/30/2017
4500281653	XEROX DIRECT DBA FOR XEROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	XEROX BOURG BOOKET ANNUAL MAINTENANCE	S	1	6	N	N	1		15,602	10,401	10,401	5,201	10/1/2016	C		9/30/2017
4500281725	DOLCE INTERNATIONAL DBA ARMONK INC 20 OLD POST RD ARMONK, NY 10504-1314 US	OFFSITE STRATEGY MEETING FACILITY 2017	S	2	5	N	N	1		17,500	16,210	16,210	1,290	1/30/2017	C		4/20/2017
4500281775	MELTWATER NEWS US INC 50 FREMONT ST STE 200 SAN FRANCISCO, CA 94105-2244 US	NEWSCLIPPING SERVICES - SINGLE SOURCE	S	2	6	N	N	1		17,900	13,425	13,425	4,475	2/10/2017	O	2/9/2018	
4500281975	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	RMNPP 100T GANTRY BUS PARAPET REPAIRS & UPGRADE	C	B		F	N	1		2,044,637	1,941,872	1,941,872	102,765	2/7/2017	O	2/6/2018	
4500282000	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	NIA UPPER HEAD GATE RAIL & SLOT REFURBISHMENT PROJECT	C	B		N	N	2		766,820	725,618	725,618	41,202	2/13/2017	C		11/10/2017
4500282025	LEXISNEXIS RISK SOLUTIONS 1000 ALDERMAN DR ALPHARETTA, GA 30005-4101 US	NEW SOFTWARE SUBSCRIPTION	E	B	7	N	N	1		40,000	16,502	16,502	23,498	2/7/2017	O	4/30/2018	
4500282038	PIOPPI VIDEO ENTERTAINMENT CORP 67 BYRON AVE YONKERS, NY 10704-2111 US	VIDEO PRODUCER, DIRECTOR, AND EDITOR	S	M	6	N	1	1		41,250	39,750	39,750	1,500	1/1/2017	C		3/31/2017
4500282039	EMSTAR MEDIA INC #210B 25 BANK ST WHITE PLAINS, NY 10606-7004 US	VIDEO PRODUCER, DIRECTOR, AND EDITOR	S	M	6	N	1	1		38,375	36,375	36,375	2,000	1/1/2017	C		3/31/2017
4500282100	CSL ENTERPRISES INC DBA REEL VISION PRODUCTIONS PO BOX 15 SAUGERTIES, NY 12477-0015 US	VIDEOGRAPHER, VIDEO EDITOR, PROJECT/PRODUCTION COORDINATOR	S	M	8	N	1	1		119,500	103,087	103,087	16,413	1/1/2017	C		12/31/2017
4500282102	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	ONE POLICE PLAZA LED DECORATIVE OUTDOOR POSTOP FIXTURES	E	B		N	N	6		90,139	90,139	90,139	0	2/8/2017	C		2/18/2017

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4500282188	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	115/230KV DISCONNECT SWITCHES STL SWYD	E	B		F	N	4		593,375	28,560	28,560	564,815	3/2/2017	O	3/1/2025	
4500282196	XEROX DIRECT DBA FOR XEROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	XEROX IGEN ANNUAL MAINTENANCE	S	B	7	N	N	1		50,144	34,778	34,778	15,366	1/1/2017	C		12/31/2017
4500282207	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	NIA GEN 9 SERVER	E	B	7	N	4	3		6,794	6,794	6,794	0	2/27/2017	C		3/13/2017
4500282232	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	IRON KEY RENEWAL	S	B	7	N	N	1		38,338	38,338	38,338	0	1/1/2017	C		12/31/2017
4500282246	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HARDWARE FOR REPLENISHED WPO DESKTOP SERVICES TEAM STOCK	E	B	7	N	4	2		91,070	91,070	91,070	0	2/28/2017	C		8/28/2017
4500282254	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	NIA SWYD DC BATTERY REPLACEMENT	E	B		N	1	4		504,858	0	0	504,858	2/15/2017	O	2/14/2018	
4500282281	A & T SYSTEMS INC 12200 TECH RD - STE 200 SILVER SPRING, MD 20904-1971 US	ANNUAL MAINTENANCE MAAS360	S	B	7	N	N	1		13,230	13,230	13,230	0	1/19/2017	C		7/18/2017
4500282399	ACL SERVICES LTD #1500 980 HOWE ST VANCOUVER, BC V6Z 0C8 CA	ANNUAL MAINTENANCE FOR ACL SOFTWARE	S	1	6	N	N	1	*	5,205	5,205	5,205	0	1/1/2017	C		12/31/2017
4500282454	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	ANNUAL MAINTENANCE FOR ORACLE PRIMAVERA LICENSES	S	B	7	N	N	1		108,092	86,474	86,474	21,618	12/31/2016	C		12/30/2017
4500282455	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	ANNUAL MAINTENANCE: ORACLE	E	B	7	N	N	2		15,606	11,705	11,705	3,901	2/17/2017	O	2/9/2018	
4500282456	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOLARWIND SOFTWARE	E	B	7	F	N	1		12,422	12,422	12,422	0	2/18/2017	C		2/22/2017
4500282458	OSISOFT LLC 1600 ALVARADO ST SAN LEANDRO, CA 94577 US	SOFTWARE RELIANCE PROGRAM (SRP)	S	B	7	N	N	1		8,500	4,715	4,715	3,785	2/28/2017	C		3/15/2017
4500282652	ASPEN INC 49 N SAN MATEO DR SAN MATEO, CA 94401-2865 US	ANNUAL ASPEN MAINTENANCE	S	1	6	N	N	1		8,692	8,692	8,692	0	2/1/2017	O	1/31/2018	
4500282736	CITRIX SYSTEMS INC 851 WEST CYPRESS CREEK RD FORT LAUDERDALE, FL 33309 US	ANNUAL MAINTENANCE FOR CITRIX APPS	E	B	7	N	N	2		39,835	39,835	39,835	0	2/28/2017	C		12/30/2017
4500282805	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT - NIA	E	B	7	N	4	3		280,999	280,999	280,999	0	3/1/2017	C		12/30/2017

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4500282807	PAPER MART INC 151 RIDGEDALE AVE EAST HANOVER, NJ 07936-1296 US	PAPER	E	B	7	N	N	1		25,815	19,252	19,252	6,563	3/1/2017	C		8/31/2017
4500282913	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ANNUAL MAINTENANCE FOR ACRONIS BACKUP	E	B	5	N	4	4	*	17,465	17,465	17,465	0	3/3/2017	C		12/26/2017
4500282920	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	500MW HMI/ETHERNET SWITCHES/HISTORIAN UPGRADE	E	1	6	N	N	1		49,131	49,131	49,131	0	3/1/2017	O	2/28/2018	
4500282937	BETTER CARTING SERVICE INC 32 RUSSELL ST WHITE PLAINS, NY 10606-1005 US	WASTE MANAGEMENT SERVICES	S	2	8	N	1	1		100,000	45,981	45,981	54,019	3/6/2017	O	3/5/2018	
4500282998	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	NEW TABLEAU SOFTWARE	S	B	5	F	4	5		27,822	27,822	27,822	0	3/10/2017	C		8/27/2017
4500283062	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	ANNUAL MAINTENANCE FOR PSS(R)E SUPPORT	S	1	6	N	N	1		39,800	39,800	39,800	0	1/1/2017	C		12/31/2017
4500283154	DANA EDWARD EISCHEN ATTORNEY AT LAW PO BOX 730 SPENCER, NY 14883-0730 US	LABOR ARBITRATION SERVICES	L	1	5	N	N	1		6,235	6,235	6,235	0	3/9/2017	C		4/9/2017
4500283196	CROWNE PLAZA HOTEL DBA FOR HPT TRS IHG-2 INC 66 HALE AVE WHITE PLAINS, NY 10601-1345 US	LPPC ANNUAL EVENT	E	C	5	N	N	2	*	13,242	13,242	13,242	0	5/3/2017	C		5/5/2017
4500283207	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	CONSULTING SERVICES - SCOM MONITORING	S	B	7	N	N	1		12,565	12,565	12,565	0	3/20/2017	C		6/27/2017
4500283214	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	ANNUAL MAXIMUS FLEET MAINTENANCE	S	B	7	N	N	1	*	33,455	33,455	33,455	0	4/1/2017	O	3/31/2018	
4500283313	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	FUJITSU SCANNERS	E	B	7	N	4	3	*	12,785	12,785	12,785	0	3/31/2017	C		9/30/2017
4500283422	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	ANNUAL MAINTENANCE - DBC FINANCE	S	1	6	N	N	1		12,480	12,480	12,480	0	12/17/2016	C		12/16/2017
4500283424	SILKROAD TECHNOLOGY INC 102 W 3RD ST - STE 250 WINSTON SALEM, NC 27101-3900 US	ANNUAL SUBSCRIPTION FOR SILKROAD/REDCARPET	S	1	5	N	N	1		51,725	51,292	51,292	433	3/29/2017	O	3/28/2018	
4500283425	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 500 AVERY LN - STE A ROME, NY 13441-4236 US	AD-HOC ENGINEERING TECHNICAL SUPPORT	A	B	7	N	N	1		28,442	8,822	8,822	19,620	4/10/2017	O	4/9/2018	
4500283566	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	EPG EPDC AND PHASOR ARCHIVER LICENSE AND MAINTENANCE	E	1	8	F	N	1		57,000	57,000	57,000	0	1/1/2017	C		12/31/2017

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4500283578	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	ANNUAL MAINTENANCE: ORACLE	E	B	7	N	N	4		214,545	160,909	160,909	53,636	3/23/2017	O	3/24/2018	
4500283602	THE OKONITE CO INC 3 GARRET MOUNTAIN PLZ - STE 304 WOODLAND PARK, NJ 07424-3352 US	FURNISH, TEST AND DELIVER Y49 SEGMENT III SPARE CABLE	E	B		N	N	1		2,697,750	2,248,125	2,248,125	449,625	3/28/2017	O	3/2/2018	
4500283603	EMERGENCY COMMUNICATIONS NETWORK DISREGARDED FOR ECN INTMD HOLDING 780 W GRANADA BLVD - STE 200 ORMOND BEACH, FL 32174-2300 US	ANNUAL SMARTNOTICE ANNUAL MAINTENANCE	S	1	6	N	N	1		16,000	16,000	16,000	0	3/22/2017	O	3/21/2018	
4500283636	ESVA INC 116 TAZEWELL AVE CAPE CHARLES, VA 23310-3128 US	ANNUAL MAINTENANCE	S	B	5	N	N	3	*	5,539	5,539	5,539	0	3/24/2017	C		12/30/2017
4500283672	THIELSCH ENGINEERING INC 195 FRANCES AVE CRANSTON, RI 02910-2211 US	FLYNN PHASE II HEP WELDS, FAC AND HRSG INSPECTION PROJECT	P	B		N	N	2		187,550	166,600	166,600	20,950	4/3/2017	O	4/2/2018	
4500283676	LIZARDOS ENGINEERING ASSOCIATES PC 200 OLD COUNTY RD - STE 670 MINEOLA, NY 11501-4293 US	REVIEW/CERTIFY AS BUILTS FOR FLYNN FIRE ALARM SYSTEM	P	2	5	N	N	1		5,640	5,640	5,640	0	3/27/2017	C		11/28/2017
4500283678	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	SUPPORT TO BUILD A DEDICATED PORTFOLIO ANALYTICS TOOL FOR OPMG.	P	B	7	N	N	1		75,600	72,108	72,108	3,492	3/27/2017	C		6/30/2017
4500283772	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ANNUAL MAINTENANCE: SHI	S	B	7	N	N	7	*	7,306	7,306	7,306	0	3/28/2017	C		12/30/2017
4500283839	HONEYWELL INTERNATIONAL INC 5 DAKOTA DR - STE 120 NEW HYDE PARK, NY 11042-1109 US	CUNY BROOKLYN ENERGY EFFICIENCY	E	B	7	N	N	1		99,348	89,171	89,171	10,177	4/1/2017	O	3/31/2018	
4500283899	USIC LOCATING SERVICES LLC DBA FOR LOCATE HOLDINGS INC 9045 RIVER RD STE 300 INDIANAPOLIS, IN 46240-6400 US	CONSULTING SERVICES FOR BURIED UTILITIES RESPONSE SERVICES	S	B		N	N	1		332,392	29,308	29,308	303,084	4/1/2017	O	3/31/2018	
4500283904	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	LPGP PIER FACE REPAIRS - PHASE VI PROJECT	C	B		N	1	2		1,055,891	1,050,225	1,050,225	5,666	4/7/2017	C		11/15/2017
4500283922	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	ANNUAL MAINTENANCE	S	B	5	N	N	5		7,725	7,725	7,725	0	3/31/2017	C		12/30/2017
4500283924	MERLINONE INC 17 WHITNEY RD QUINCY, MA 02169-4309 US	MERLINONE ANNUAL MAINTENANCE & HOSTED SERVICES	S	1	6	N	N	1		29,207	29,207	29,207	0	1/1/2017	C		12/31/2017
4500284023	THE HON CO LLC C/O TELCAR CORPORATE INTERIORS 200 OAK ST MUSCATINE, IA 52761-4313 US	FURNITURE	E	B	7	N	N	1		11,988	10,992	10,992	996	4/17/2017	C		5/2/2017

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4500284100	LAYER 3 TECHNOLOGIES INC 1645 LYELL AVE STE 200 ROCHESTER, NY 14606-2331 US	ANNUAL MAINTENANCE FOR SOPHOS ENDPOINT	S	B	7	N	3	8		37,730	37,730	37,730	0	4/6/2017	C		12/30/2017
4500284141	RESOLVER INC 111 PETER ST STE 804 TORONTO, ON M5V 2H1 CA	BPS RESOLVER ANNUAL MAINTENANCE - SOLE SOURCE	S	1	6	N	N	1		10,000	10,000	10,000	0	1/1/2017	C		12/31/2017
4500284142	ADOBE SYSTEMS INC 345 PARK AVE SAN JOSE, CA 95110-2704 US	ADOBE ANNUAL MAINTENANCE	S	2	6	N	N	1		17,280	16,862	16,862	418	2/22/2017	O	2/21/2018	
4500284145	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	EPG RTDMS AND DATANXT SOFTWARE MAINTENANCE	S	1	8	F	N	1		75,000	75,000	75,000	0	1/1/2017	C		12/31/2017
4500284160	ELECTRIC POWER GROUP LLC 251 S LAKE AVE STE 300 PASADENA, CA 91101-3055 US	EPG PHASORDATAEXTRACTOR LICENSE AND SUPPORT	E	1	6	F	N	1		25,000	25,000	25,000	0	4/1/2017	O	3/31/2018	
4500284177	RENE D PETRIN MANAGEMENT MENTORS INC 111 NONANTUM ST BRIGHTON, MA 02135-2413 US	SUPPORT FOR NYPA MENTORING PROGRAM	S	2	9	F	N	1		9,000	9,000	9,000	0	4/1/2017	C		9/30/2017
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		284,548	72,316	72,316	212,232	4/21/2017	O	4/16/2020	
4500284219	NYS DIV OF HOMELAND SECURITY AND EMERGENCY SERVICES STE 710 1220 WASHINGTON AVE - BLDG ALBANY, NY 12226-1799 US	NYS OFPC ANNUAL FIRE INSPECTION AND SERVICES	S	1	9	N	N	1		235,000	0	0	235,000	4/1/2017	O	3/31/2022	
4500284261	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE - ALBANY OFFICE	E	B	7	N	N	1	*	16,521	16,521	16,521	0	4/10/2017	C		6/8/2017
4500284411	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601-5833 US	STL MAIN ACCESS ROAD REHABILITATION PHASE II PROJECT	C	B		N	N	3	*	1,894,780	1,894,780	1,894,780	0	4/13/2017	O	1/15/2018	
4500284452	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	F5 LTM 2000S SOFTWARE - ARIBA BID 6000172234	E	B	7	N	N	1	*	35,741	35,741	35,741	0	4/15/2017	C		6/1/2017
4500284472	REGIMENTAL CONTRACTING LLC 80 URBAN AVE WESTBURY, NY 11590-4822 US	DEMOLITION CONSTRUCTION SERVICES WHITE PLAINS OFFICE	C	C	1	N	2	1		386,254	386,254	386,254	0	4/10/2017	C		5/31/2017
4500284495	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL MONITORS FOR VIDEO CONFERENCING	E	B	7	N	N	1		44,650	44,650	44,650	0	4/17/2017	C		12/30/2017
4500284506	RMG ENTERPRISE SOLUTIONS INC 15301 DALLAS PKWY - STE 500 ADDISON, TX 75001-6707 US	ANNUAL MAINTENANCE FOR SYMON SW - DESIGN STUDIO, ETC.	S	1	6	N	N	2	*	16,454	16,454	16,454	0	1/2/2017	C		12/31/2017
4500284535	GP STRATEGIES CORP 11000 BROKEN LAND PKWY STE 200 COLUMBIA, MD 21044-3555 US	PERFORMANCEPLUS TIER I BASIC SOFTWARE SUPPORT AGREEMENT	P	1	8	N	N	1		113,000	28,000	28,000	85,000	1/1/2017	O	6/30/2018	

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4500284563	REED & ASSOCIATES CPAS INC 8700 CENTEREVILLE RD - STE 203 MANASSAS, VA 20110-8411 US	SUPPORT THE PROJECT PORTFOLIO GOVERNANCE PROCESS AND PROGRAM CONTROLS DEVELOPMENT	P	2	8	F	N	1		498,634	350,153	350,153	148,481	4/19/2017	O	4/18/2018	
4500284605	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	PRINTERS	E	B	7	N	N	1		33,517	10,826	10,826	22,691	4/19/2017	C		5/22/2017
4500284665	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	ANNUAL MAINTENANCE FOR ETM	S	B	5	N	4	2	*	9,833	9,833	9,833	0	4/21/2017	C		12/30/2017
4500284672	GRAPHIC MANAGEMENT PARTNERS LLC 47 PURDY AVE - STE 2 PORT CHESTER, NY 10573-5043 US	PRINT AND DELIVER NYPA 2016 YEAR IN REVIEW	S	C	5	N	N	5		7,685	7,685	7,685	0	4/21/2017	C		5/10/2017
4500284687	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	FURNISH RELAY COMMUNICATION MODULES AND FIRMWARE UPGRADES FOR BG'S EXISTING SIEMENS RELAYS TO INTERFACE WITH NE SEL-RTAC	E	1	6	F	N	1		15,485	15,485	15,485	0	4/21/2017	C		7/28/2017
4500284689	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	EY GRC FRAMEWORK AND TAXONOMY PHASE 2	P	2	8	N	N	1		330,000	316,036	316,036	13,964	4/24/2017	C		12/31/2017
4500284722	INTERNATIONAL INTEGRATED SOLUTIONS LTD 245 NEWTOWN RD PLAINVIEW, NY 11803 US	SERVER	E	B	7	N	N	3		8,712	0	0	8,712	4/24/2017	C		12/30/2017
4500284738	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	RMNPP ASSEMBLY BAY SLAB FLOOR REPAIRS	C	B		N	N	3		3,706,471	2,006,228	2,006,228	1,700,243	4/24/2017	O	4/16/2018	
4500284741	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	COPIER REPLACEMENTS FOR NIA	E	B	7	N	N	1		33,378	33,378	33,378	0	4/24/2017	C		12/30/2017
4500284743	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	REPLACE RICOH END OF LIFE PRINTERS	E	B	7	N	N	1	*	33,517	33,517	33,517	0	4/24/2017	C		5/22/2017
4500284745	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	COPIERS	E	B	7	N	N	1	*	89,009	89,009	89,009	0	4/24/2017	C		12/30/2017
4500284767	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	REPLACE EOL RICOH PRINTERS	E	B	7	N	N	1	*	33,517	33,517	33,517	0	4/25/2017	C		6/6/2017
4500284778	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	REPLACE RICOH END OF LIFE PRINTERS	E	B	7	N	N	1	*	33,517	33,517	33,517	0	6/6/2017	C		6/6/2017

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4500284802	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	NIAGARA RELICENSING POST-INSTALLATION COMPLIANCE AND IMPLEMENTATION SERVICES	P	B		N	N	1		691,241	201,673	201,673	489,568	4/10/2017	O	4/9/2018	
4500284846	NEW YORK STATE TECHNOLOGY ENTERPRISE CORP 500 AVERY LN - STE A ROME, NY 13441-4236 US	MICROWAVE PATH ENGINEERING AND FACILITY PLANNING SERVICES	E	B	7	N	N	1		19,996	13,236	13,236	6,760	4/26/2017	O	5/11/2018	
4500284874	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	NEW HARDWARE FOR SYSTEM PLANNING ENGINEERING GROUP	E	B	7	N	3	5	*	8,390	8,390	8,390	0	4/27/2017	C		12/30/2017
4500284896	READSOFT INC 3838 N CAUSEWAY BLVD - STE 2400 METAIRIE, LA 70002-8308 US	ANNUAL MAINTENANCE - READSOFT AP AUTOMATION	S	1	6	N	N	1		17,867	0	0	17,867	5/1/2017	O	4/28/2018	
4500284897	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	PSS MUST LICENSE FEE RENEWAL	S	1	6	N	N	1		24,505	24,505	24,505	0	5/18/2017	O	5/17/2018	
4500284921	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	ENTERPRISE OPERATIONS SOFTWARE, MAINTENANCE AND CONSULTING	E	M	8	N	3	1		154,230	154,230	154,230	0	5/1/2017	O	4/30/2018	
4500284922	MILLER PROCTOR NICKOLAS INC 2 HUDSON ST SLEEPY HOLLOW, NY 10591-0815 US	BOILER UPGRADES - WPO	S	1	8	N	N	1		200,000	147,490	147,490	52,510	4/28/2017	O	4/27/2018	
4500284924	BVR CONSTRUCTION CO INC 8 KING RD CHURCHVILLE, NY 14428 US	RM INTAKE ARCHED-PANEL COFFERDAM	E	B		N	N	3		1,698,860	151,739	151,739	1,547,121	5/1/2017	O	4/30/2018	
4500284949	OSISOFT LLC 1600 ALVARADO ST SAN LEANDRO, CA 94577 US	OSI ENTERPRISE AGREEMENT W/MAINTENANCE	S	B	8	N	N	2		6,162,500	2,351,172	2,351,172	3,811,328	5/2/2017	O	5/1/2027	
4500285180	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CONSULTING SERVICES FOR THE PREPARATION OF THE FERC RELICENSING OF THE GREGORY B. JARVIS POWER PROJECT PHASE II	S	B		N	N	2		714,423	40,300	40,300	674,123	6/1/2017	O	5/31/2022	
4500285186	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP MINI PCS	E	B	7	N	4	7		16,128	16,128	16,128	0	5/5/2017	C		12/30/2017
4500285285	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	CARDIAC LIFE TO PROVIDE AED PROGRAM MANAGEMENT SERVICES	P	B	8	N	3	1		61,708	32,479	32,479	29,229	5/19/2017	O	5/18/2018	
4500285288	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO EQUIPMENT FOR CEC LAB FOR OPSNET	E	B	7	N	N	2		8,913	0	0	8,913	6/5/2017	O	1/31/2018	
4500285352	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	PROFESSIONAL ENGINEERING SERVICES FOR STRUCTURAL EVALUATION OF BG VISITOR CENTER	A	2	8	N	N	1		54,743	37,742	37,742	17,001	5/11/2017	C		12/31/2017
4500285365	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MICROSOFT SUPPORT - NYPA	S	B	7	N	N	1		148,680	148,680	148,680	0	6/28/2017	C		6/28/2017

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4500285422	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	EQUIPMENT FOR IN-CITY NETWORK UPGRADE	E	B	7	N	4	10		28,110	28,110	28,110	0	5/12/2017	C		12/30/2017
4500285426	FLOW SCIENCE INC 683 HARKLE RD - STE A SANTA FE, NM 87505-4750 US	ANNUAL MAINTENANCE - FLOW 3D/MP	S	1	6	N	N	1		20,160	20,160	20,160	0	5/15/2017	O	5/14/2018	
4500285427	SYN-TECH SYSTEMS INC PO BOX 5258 TALLAHASSEE, FL 32314 US	FUELMASTER ANNUAL MAINTENANCE	S	1	6	N	N	1		5,875	5,875	5,875	0	1/1/2017	C		12/31/2017
4500285429	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOLARWINDS POLLING ENGINE LICENSE	E	B	7	N	N	1	*	14,843	14,843	14,843	0	5/16/2017	O	5/15/2018	
4500285516	SPECTRA ENGINEERING ARCHITECTURE & SURVEYING PC 19 BRITISH AMERICAN BLVD W - STE 2 LATHAM, NY 12110-1483 US	BIENNIAL BRIDGE INSPECTION - STL BARNHART ISLAND BRIDGE	A	B		N	N	2		40,472	20,236	20,236	20,236	6/1/2017	O	5/31/2018	
4500285561	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	REPLACE RICOH PRINTER IN BUFFALO SATELLITE OFFICE	E	B	7	N	N	1		11,172	11,172	11,172	0	6/19/2017	C		10/1/2017
4500285585	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	MOTOR FOR COOLING TOWER - WPO	E	B	5	N	1	3		5,449	5,449	5,449	0	5/18/2017	C		7/26/2017
4500285599	TECHNICAL BUILDING SERVICES INC 12 E COMMERCE DR BALLSTON SPA, NY 12020 US	CONTROLS UPGRADE ON-CALL BUILDING MGMT SYSTEM (BMS)	S	B	7	N	N	1		125,043	25,388	25,388	99,655	5/30/2017	O	5/29/2018	
4500285616	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RMNPP TRASH RACK REPLACEMENT	E	B		N	1	2		2,452,961	1,125,491	1,125,491	1,327,470	5/22/2017	O	5/21/2019	
4500285668	DANNIBLE & MCKEE LLP 221 S WARREN ST SYRACUSE, NY 13202 US	CUSTOMER COMPLIANCE AUDITS	P	B		N	N	5		577,500	24,916	24,916	552,584	8/1/2017	O	7/31/2022	
4500285723	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	ANNUAL MAINTENANCE FOR MUTUALINK P2P NETWORK ACCESS	S	B	7	N	N	1	*	52,785	52,785	52,785	0	5/22/2017	C		12/30/2017
4500285741	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	POWERGEM TARA SOFTWARE LICENSE RENEWAL	E	1	5	N	N	1		32,000	32,000	32,000	0	6/1/2017	O	5/31/2018	
4500285877	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	PROMOTIONAL MATERIAL FOR STATE FAIR	E	M	6	N	3	1		32,485	32,485	32,485	0	5/25/2017	C		8/22/2017
4500285925	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ANNUAL MAINTENANCE FOR ACRONIS SNAP	E	B	7	N	N	5		12,180	12,180	12,180	0	5/26/2017	C		12/30/2017
4500285978	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	WINZIP LICENSES & MAINTENANCE - ARIBA DOC NUMBER	E	B	5	N	4	2		9,138	9,138	9,138	0	5/31/2017	O	5/30/2018	

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4500286066	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	NIAGARA WAREHOUSE AND OFFICE BUILDING SNOW ICE GUARD PROJECT	C	B		N	N	3		414,900	414,900	414,900	0	6/5/2017	C		12/31/2017
4500286134	E K WARD & ASSOCIATES PO BOX 630 WILLIAMSVILLE, NY 14231-0630 US	ANTI DISCRIMINATION AND DIVERSITY TRAINING AT SENY SITES	P	2	5	N	4	1		37,787	32,860	32,860	4,927	6/2/2017	C		9/30/2017
4500286159	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1	*	9,747	9,747	9,747	0	6/4/2017	C		6/27/2017
4500286160	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1		241,306	241,306	241,306	0	6/4/2017	C		7/25/2017
4500286161	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	DELIVER AND INSTALL FURNITURE	S	B	7	N	4	1	*	94,344	94,344	94,344	0	6/4/2017	C		7/25/2017
4500286162	USABLENET INC 142 W 57TH ST - FL 7 NEW YORK, NY 10019-3300 US	USABLENET ANNUAL MAINTENANCE - SINGLE SOURCE AWARD	S	2	6	N	N	1	*	8,294	8,294	8,294	0	7/21/2017	O	7/20/2018	
4500286163	GLOBALSTAR INC GLOBALSTAR USA LLC 461 S MILPITAS BLVD MILPITAS, CA 95035-5485 US	GLOBALSTAR SERVICES - SOLE SOURCE	S	1	6	N	N	1		46,861	46,861	46,861	0	4/16/2017	O	4/15/2018	
4500286164	MTS INTEGRA TRAK INC 70 GRAND AVE - STE 104 RIVER EDGE, NJ 07661-1936 US	ANNUAL TELECOM SYSTEM SERVICES (TSS) - SOLE SOURCE	S	1	6	N	N	1	*	14,615	14,615	14,615	0	5/1/2017	O	4/30/2018	
4500286213	TAHAWUS TRAILS LLC PO BOX 31 - 44 KIRBY LANE ACCORD, NY 12404-0031 US	BG PEDESTRIAN TRAIL BRIDGE PROJECT	C	B		N	N	1		158,100	128,975	128,975	29,125	6/7/2017	C		12/29/2017
4500286264	OPEN TEXT INC 951 MARINERS ISLAND BLVD - FL 7 SAN MATEO, CA 94404-1561 US	LIVELINK MAINTENANCE	S	B	7	N	N	1		110,562	110,562	110,562	0	7/1/2017	O	6/30/2018	
4500286265	HEWLETT PACKARD ENTERPRISE CO 3000 HANOVER ST PALO ALTO, CA 94304-1185 US	MAINTENANCE FOR DATA CENTER EQUIPMENT	E	B	7	N	N	1		128,284	96,124	96,124	32,160	6/6/2017	O	6/5/2018	
4500286337	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RMNPP & LPGP DRAFT TUBE GATE REPLACEMENT	C	B		N	1	2		1,482,932	1,048,432	1,048,432	434,500	6/7/2017	C		12/31/2017
4500286339	SIRSI CORP DBA SIRSIDYNIX EOS 3300 N ASHTON BLVD STE 500 LEHI, UT 84043-5340 US	INTEGRATED LIBRARY SYSTEM	S	B		F	N	39		134,859	408	408	134,451	6/12/2017	O	6/11/2022	
4500286364	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP WORKSTATIONS TO BE USED FOR DATA ANALYTICS	E	B	7	N	4	3		13,122	13,022	13,022	100	6/8/2017	C		12/31/2017
4500286365	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL 22" MONITORS	E	B	7	F	N	1		13,500	13,500	13,500	0	6/8/2017	C		9/19/2017

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4500286401	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	STL FDR WAREHOUSE & SECURITY FACILITY 13.8KV ELECTRICAL FEED	C	B		N	N	4		599,724	260,863	260,863	338,861	6/14/2017	O	6/13/2018	
4500286407	SCIPAR INC 26 W SPRING ST - PO BOX 400 BUFFALO, NY 14231-0400 US	STL GENERATOR CONTROL SYSTEM ENHANCEMENT AND DIAGNOSTIC SERVICES	P	2	5	N	N	1		29,432	29,432	29,432	0	6/12/2017	C		8/31/2017
4500286428	OCO CONSULTING LLC 45 BROADWAY STE 2150 NEW YORK, NY 10006-3780 US	GLOBAL ATTRACTION PROGRAM SERVICES	P	B		N	N	7		351,375	127,500	127,500	223,875	6/15/2017	O	3/14/2018	
4500286460	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	F5 SMARTNET MAINTENANCE APRIL 24, - APRIL 23, 2018	E	B	7	N	N	6		57,360	57,360	57,360	0	4/24/2017	O	4/23/2018	
4500286483	PAUL J SCARIANO INC 12 POTTER AVE NEW ROCHELLE, NY 10801-2107 US	500MW CCPP CONTROL ROOM UPGRADE	C	B		N	N	1		700,882	626,882	626,882	74,000	6/19/2017	O	6/18/2018	
4500286553	CHB INDUSTRIES INC 732 NESCONSET HWY - STE 104B SMITHTOWN, NY 11787 US	INSTALLATION OF WINDOW FILM THROUGHOUT THE CENTROPLEX BLDG.	C	2	8	N	3	1		200,000	60,895	60,895	139,105	5/31/2017	O	5/30/2018	
4500286567	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	EQUIPMENT FOR OPSNET PROJECT	E	B	7	N	4	4		41,118	41,118	41,118	0	6/14/2017	O	8/1/2027	
4500286641	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	SPARK ACTIVE SOFTWARE	E	B	7	N	N	8		81,857	25,571	25,571	56,286	6/16/2017	O	6/26/2018	
4500286671	RSI ROOFING INC 44 COUNTY RTE 9 - BOX 282B GOUVERNEUR, NY 13642-2565 US	OUT BUILDING ROOF REPLACEMENT RMPD BUILDINGS PROJECT	C	B		N	1	1		632,455	391,745	391,745	240,710	6/21/2017	O	6/20/2018	
4500286689	SCHWEITZER ENGINEERING LAB INC SEL ENGINEERING SERVICES INC 2350 NE HOPKINS CT PULLMAN, WA 99163-5600 US	ON SITE TRAINING FOR Y49 RELAY UPGRADE PROJECT	P	2	8	N	N	1		18,000	18,000	18,000	0	11/15/2017	O	2/14/2018	
4500286749	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	MAINTENANCE POINT SUPPORT RENEWAL	S	B	7	N	N	4	*	349,194	349,194	349,194	0	6/29/2017	C		12/30/2017
4500286803	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	ADOBE CREATE CLOUD FOR TEAMS	S	2	6	N	N	1	*	22,669	22,669	22,669	0	6/5/2017	O	6/4/2018	
4500286836	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	BG UPPER COMPLEX REPURPOSE	A	B		N	N	2		956,080	87,800	87,800	868,280	6/23/2017	O	6/22/2020	
4500286848	ROCKWELL COLLINS INC & SUBSIDIARIES 400 COLLINS RD NE CEDAR RAPIDS, IA 52498-0505 US	NAVIGATION DATA FLIGHT AND MAP DISPLAYS	S	1	6	N	N	1		5,620	5,620	5,620	0	8/1/2017	O	7/31/2018	

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4500286979	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	TOWN OF HUNTINGTON MICROGRID NY PRIZE STAGE 2 PROJECT	P	2	1	F	N	1		813,333	0	0	813,333	6/27/2017	O	7/24/2018	
4500286983	SCULLY CONSTRUCTION LLC 141 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	ISOC AND 8TH FLOOR REBUILD	C	B		N	N	2		10,036,047	7,616,211	7,616,211	2,419,836	6/28/2017	O	6/27/2018	
4500287026	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	A/E SERVICES FOR BG CONTROL ROOM	A	B		N	N	2		240,490	30,000	30,000	210,490	7/19/2017	O	7/18/2020	
4500287027	DEAN ENERGY SOLUTIONS CORP 1332 CLINTON ST HOBOKEN, NJ 07030-3302 US	500MW FO TANK YARD FIRE PROTECTION SYSTEM	C	B		F	N	4		3,939,872	310,262	310,262	3,629,610	6/29/2017	O	6/28/2018	
4500287044	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	NIA SWITCHYARD LEM EQUIPMENT INSTALLATION	E	B	8	N	N	1		26,135,865	7,557,699	7,557,699	18,578,166	6/29/2017	O	6/28/2020	
4500287049	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	A/E SERVICES FOR STL CONTROL ROOM	A	B		N	N	2		284,867	30,000	30,000	254,867	7/19/2017	O	7/18/2020	
4500287054	ALLEGRO DEVELOPMENT CORPORATION 600 N PEARL ST STE 2000 DALLAS, TX 75201-2896 US	ENERGY COMMODITY RISK MANAGEMENT AND ANALYTICS SOLUTION	E	B		F	N	8		5,657,148	1,820,378	1,820,378	3,836,770	6/30/2017	O	6/29/2022	
4500287087	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT - NIA NERC CIP	E	B	7	F	4	2		15,736	15,736	15,736	0	6/29/2017	C		9/13/2017
4500287301	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO OPSNET PROJECT	E	B	5	N	4	2		11,367	0	0	11,367	7/10/2017	O	7/9/2018	
4500287329	FRONTLINE SYSTEMS INC 913 TAHOE BLVD - STE 8 INCLINE VILLAGE, NV 89451 US	FRONTLINE RISK SOLVER SOFTWARE MAINTENANCE	S	B	5	N	N	2		15,900	15,900	15,900	0	7/10/2017	C		12/31/2017
4500287345	CDW GOVERNMENT INC 75 REMITTANCE DR - STE 1515 CHICAGO, IL 60675-1515 US	RSA AUTHENTICATION MGR ENTERPRISE EDITION LICENSES AND ENHANCED SUPPORT	S	B	7	F	N	1		11,721	11,535	11,535	186	7/11/2017	O	7/10/2018	
4500287364	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	STEM WORKSHOPS AND AFTER SCHOOL PROGRAMS	P	2	5	N	N	1		49,500	12,900	12,900	36,600	7/11/2017	O	5/30/2018	
4500287398	M10 INC MICHELS CORP- MICHELS POWER 1775 E SHADY LN NEENAH, WI 54956 US	OPTICAL GROUND WIRE INSTALLATION CABLE	E	B	8	N	N	5		2,237,676	0	0	2,237,676	7/17/2017	O	7/16/2018	
4500287468	NEW YORK SUN WORKS INC 157 COLUMBUS AVE FL 4 NEW YORK, NY 10023-6083 US	BROOKLYN GREEN CLASSROOM INITIATIVE CURRICULUM	P	2	3	N	N	1		103,506	103,506	103,506	0	7/14/2017	O	6/29/2018	
4500287523	GRAVITY PRO CONSULTING LLC SYLVANA COCHE 21 VIA LAMPARA SAN CLEMENTE, CA 92673-7054 US	SAP CLOUD LEARNING HUB PROF EDITION	S	B	5	F	3	3		12,706	12,706	12,706	0	7/27/2017	O	7/26/2018	

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4500287624	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	VMWARE ANNUAL MAINTENANCE	S	B	7	N	N	1		109,458	0	0	109,458	7/1/2017	O	6/30/2018	
4500287690	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	SUB-SYNCHRONOUS RESONANCE INVESTIGATION MSSC	P	1	8	F	N	1		58,600	58,600	58,600	0	7/17/2017	C		9/15/2017
4500287699	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	FLIR T640 THERMAL IMAGING IR CAMERA	E	C	6	N	3	3		31,500	31,500	31,500	0	7/20/2017	C		11/28/2017
4500287719	SIGNAL PERFECTION LTD SUBSIDIARY OF AVI-SPL INC 6301 BENJAMIN RD - STE 101 TAMPA, FL 33634-5115 US	ROOM WIZARDS DEVICES	E	B	7	N	N	1	*	48,296	48,296	48,296	0	8/4/2017	C		9/5/2017
4500287721	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	INFOBLOX MAINTENANCE	P	M	6	N	4	1		31,902	31,902	31,902	0	7/1/2017	O	6/30/2018	
4500287774	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	MOBILE COMMUNICATIONS-SW MOBILE HOSTING SVC	S	B	6	N	N	1		39,902	39,902	39,902	0	8/11/2017	O	8/10/2018	
4500287776	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	ZOOM ANNUAL MAINTENANCE	S	2	6	N	N	1	*	13,900	13,900	13,900	0	7/22/2017	O	5/31/2018	
4500287777	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	POLYCOM EQUIPMENT MAINTENANCE	S	B	7	N	N	1	*	285,282	285,282	285,282	0	1/1/2017	C		12/31/2017
4500287778	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO SMARTNET NYPA MAINTENANCE	S	B	7	N	N	1		498,819	498,819	498,819	0	1/1/2017	C		12/31/2017
4500287868	CUSTOM INSIGHT LLC 750 ARROWHEAD DR CARSON CITY, NV 89706-0615 US	NYPA ON-LINE EMPLOYEE SURVEY PACKAGE	S	2	5	F	N	1		19,500	12,030	12,030	7,470	7/25/2017	O	7/24/2018	
4500287876	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP ELITEDESK 800 DESKTOP MINI PC'S WITH NEXT DAY BUSINESS DAY ONSITE COVERAGE	E	B	7	N	4	4	*	25,021	25,021	25,021	0	7/25/2017	O	7/24/2018	
4500287889	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOLARWIND ANNUAL MAINTENANCE	S	B	7	N	N	1	*	35,018	35,018	35,018	0	8/30/2017	O	8/29/2018	
4500287941	HEWLETT PACKARD ENTERPRISE CO 3000 HANOVER ST PALO ALTO, CA 94304-1185 US	HP ELITEDESK 800 G3 PC'S	E	B	7	N	N	1		98,963	93,305	93,305	5,658	7/26/2017	C		9/5/2017
4500287991	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO TURRETS FOR THE CONTROL ROOMS	E	B	7	N	N	1		1,152,527	305,116	305,116	847,411	7/27/2017	O	7/26/2018	

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4500288075	NIAGARA COATINGS SERVICES INC 8025 QUARRY RD NIAGARA FALLS, NY 14304 US	BG PAINTING OF THE MAIN DECK HATCHES	C	B		N	N	1		586,420	242,208	242,208	344,212	7/31/2017	O	7/30/2018	
4500288085	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	WPO: SSM OPEN HOUSE PRESENTATION	E	M	5	N	3	1		10,914	10,914	10,914	0	7/31/2017	C		12/31/2017
4500288100	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP SERVERS AND ACCESSORIES	E	B	7	N	4	2		20,331	20,331	20,331	0	8/1/2017	O	7/31/2018	
4500288137	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	HITACHI SMART G AND T DATA LAKE BLADE SERVERS	E	B	7	N	N	3		56,362	0	0	56,362	8/28/2017	O	1/31/2018	
4500288138	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	HITACHI CLIFTON ENTERPRISE STORAGE PORT UPGRADE	E	B	7	N	3	3		9,822	9,822	9,822	0	8/28/2017	C		11/27/2017
4500288139	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	TABLEAU DESKTOP SOFTWARE AND MAINTENANCE	E	B	6	F	4	2	*	25,466	25,466	25,466	0	8/1/2017	C		8/8/2017
4500288244	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	VMWARE LICENSES AND MAINTENANCE	E	B	7	F	N	2		226,366	226,366	226,366	0	8/7/2017	O	8/6/2018	
4500288258	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	SKYHIGH FOR SHADOW IT CASB	E	B	7	F	N	1		59,000	59,000	59,000	0	8/4/2017	O	8/3/2018	
4500288269	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	CARAHSOFT SKYHIGH STARTER KIT SOW SERVICES	P	B	6	F	N	3	*	14,286	14,286	14,286	0	8/4/2017	O	8/3/2018	
4500288384	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	SOFTWARE UPGRADE AND TRAINING	S	B	7	F	N	1		11,066	4,000	4,000	7,066	8/8/2017	O	8/7/2018	
4500288457	QUANTUM TECHNOLOGY SCIENCES INC STE 201 1980 N ATLANTIC AVE COCOA BEACH, FL 32931-3282 US	SUBSTATION SECURITY COVERT MONITORING SYSTEM	E	1	8	F	N	1		76,533	47,430	47,430	29,103	8/14/2017	O	12/31/2018	
4500288465	SEATTLE SOFTWARE LTD TRADING AS ORBUS SOFTWARE FL 3 111 BUCKINGHAM PALACE RD LONDON, LO SW1W 05R GB	ORBUS ANNUAL MAINTENANCE AND TRAINING	S	B	7	N	N	1		38,365	38,365	38,365	0	8/4/2017	O	8/3/2018	
4500288521	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RM LP GSU BLAST PROTECTION PROGRAM	E	B		N	1	3		1,554,120	1,388,585	1,388,585	165,535	8/14/2017	O	8/13/2018	

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4500288522	A & T SYSTEMS INC 12200 TECH RD - STE 200 SILVER SPRING, MD 20904-1971 US	MOBILE FIRST PROTECTION SERVICES	S	B	7	N	N	1		155,550	155,550	155,550	0	8/19/2017	O	8/18/2018	
4500288607	LOPEZ & ASSOCIATES INC 1010 NORTHERN BLVD - STE 208 GREAT NECK, NY 11021-5320 US	WPO AND SENY: CONSULTING SERVICES FOR DEVELOPMENT TESTING	P	2	5	N	N	1		125,000	7,326	7,326	117,674	8/21/2017	O	8/20/2018	
4500288659	THE BABCOCK & WILCOX COMPANY 2849 STERLING DR HATFIELD, PA 19440-1956 US	PROVIDE QUALIFIED PERSONNEL CEMS AND DAHS SOFTWARE MAINTENANCE	P	1	8	F	N	1		116,570	104,520	104,520	12,050	8/1/2017	O	7/31/2018	
4500288660	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601-5833 US	PAVING CAMPGROUND ROAD SOUTH ACCESS LONG SAUL DAM, WAREHOUSE GM AREA ROAD PAVING AT ST. LAWRENCE	C	B	7	N	N	1		4,712,604	4,599,494	4,599,494	113,110	8/16/2017	C		12/5/2017
4500288749	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	MAINTENANCE: NETSCOUNT	S	B	6	N	4	3	*	15,636	15,636	15,636	0	8/20/2017	O	5/31/2018	
4500288750	DERIVE TECHNOLOGIES LLC 110 WILLIAM ST - FL 14 NEW YORK, NY 10038-3943 US	HP ELITE FOLIO NOTEBOOK	E	B	7	F	4	4		8,532	8,532	8,532	0	8/20/2017	C		9/8/2017
4500288854	EXECUTIVE INFORMATION SYSTEMS LLC 6901 ROCKLEDGE DR STE 600 BETHESDA, MD 20827-0076 US	SAS LICENSES FOR ALLEGRO ECRM ASCEND	E	B	6	F	N	2		27,434	27,434	27,434	0	8/22/2017	O	8/24/2018	
4500288899	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	NIAGARA SCADA SOFTWARE UPGRADE PROJECT	E	B		F	N	1		1,043,498	249,947	249,947	793,551	9/1/2017	O	7/31/2018	
4500288912	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL 24" MONITOR	E	B	7	F	N	1		47,500	47,500	47,500	0	8/24/2017	C		10/5/2017
4500288932	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	WEATHERIZATION KITS	E	B	5	N	2	3		30,990	0	0	30,990	8/24/2017	C		9/15/2017
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	0	0	650,000	8/24/2017	O	2/28/2020	
4500288994	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	UPDATED CYBER SECURITY PATCHES IN SUPPORT OF THE AUTHORITY'S NERC CIP COMPLIANCE OBLIGATIONS	P	1	8	F	N	1		89,146	89,146	89,146	0	8/1/2017	O	7/31/2018	
4500289056	D'ONOFRIO GENERAL CONTRACTORS CORP 202 28TH ST BROOKLYN, NY 11232-1604 US	500MW ACCESS AND PLATFORMS	C	B		N	N	3		950,000	0	0	950,000	8/31/2017	O	8/30/2018	
4500289087	XEROX DIRECT DBA FOR XEROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	IGEN 5 EQUIPMENT AND MAINTENANCE SERVICES.	E	B	7	F	N	1		759,997	23,758	23,758	736,239	8/30/2017	O	9/26/2022	

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4500289099	FEDTEK INC 12700 BLACK FOREST LN STE 202 WOODBRIDGE, VA 22192-5306 US	ANNUAL MAINTENANCE FOR WEBTRENDS	S	B	7	F	N	2	*	10,508	10,508	10,508	0	6/27/2017	O	6/26/2018	
4500289100	SENTEC PROMOTIONS INC SUSIE SPECIALTIES 3960 HARLEM RD - STE 8 AMHERST, NY 14226-4706 US	PROMOTIONAL MATERIAL - SINGLE SOURCE - MWBE	E	2	6	F	3	1		30,526	0	0	30,526	8/30/2017	C		10/5/2017
4500289127	CSC INDUSTRIAL CORPORATION CMS INDUSTRIAL EQUIPMENT COMPANY 6112 N MESSA ST #127 EL PASO, TX 79912-4516 US	FURNISH AND DELIVER THREAD PIPING MACHINE	E	C	5	F	N	4		9,180	9,178	9,178	2	11/30/2017	O	2/14/2018	
4500289149	NOMAR ENTERPRISE LLC DBA RUGGED DEPOT 27060 DECKER PRAIRIE ROSEHL RD MAGNOLIA, TX 77355-8437 US	PANASONIC TOUGHBOOK - SINGLE SOURCE	E	2	6	F	N	1		11,482	11,482	11,482	0	8/31/2017	C		9/22/2017
4500289234	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	HUNTLEY WATER LEVEL GAUGE HOUSE RELO PROJECT	C	B		N	1	2		297,300	139,685	139,685	157,615	9/1/2017	O	8/31/2018	
4500289244	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	SOFTWARE FOR SECURITY ENHANCEMENT TO INTEGRATE WITH OTHER CISCO WIRELESS	E	B	7	N	4	3		16,355	16,355	16,355	0	9/5/2017	O	9/4/2018	
4500289246	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	FURNITURE	E	B	7	N	4	1		18,022	18,022	18,022	0	9/6/2017	C		12/31/2017
4500289250	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	6TH FLOOR PHASE 2 FURNITURE	E	B	7	N	4	1		14,938	10,622	10,622	4,316	11/17/2017	C		12/31/2017
4500289278	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	BG ERECTION BAY CONCRETE REPAIR	C	B		N	N	1		101,500	93,500	93,500	8,000	9/20/2017	O	9/19/2018	
4500289294	BOLTTECH MANNINGS INC 321 RICHARD MINE RD - STE 300 WHARTON, NJ 07885-1838 US	STL - GENERATOR SOPIDER ROTOR PWHT	S	B		F	N	2		126,563	0	0	126,563	9/8/2017	O	9/7/2021	
4500289328	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT FOR ISE IMPLEMENTATION TO SECURE NYPA'S NETWORK TO PROVIDE NYPA'S QUESTS WITHOUT AFFECTING DATACENTER	E	B	5	N	4	3		18,540	18,540	18,540	0	9/7/2017	O	9/8/2018	
4500289336	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP PRO TABLETS	E	B	7	F	4	4		85,860	0	0	85,860	9/21/2017	C		10/5/2017
4500289386	OPEN TEXT INC 951 MARINERS ISLAND BLVD - FL 7 SAN MATEO, CA 94404-1561 US	OPEN TEXT OPTIMIZE ASSIST PROGRAM	S	2	6	N	N	1		11,000	0	0	11,000	11/20/2017	O	11/19/2018	
4500289413	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	BG DREDGING OF INTAKE TO THE LOW LEVEL OUTLET	C	B		N	1	3		662,820	432,830	432,830	229,990	9/11/2017	O	1/31/2018	

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4500289419	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	ABATEMENT AND PAINTING OF THE STL ROTOR SPIDER	C	B		N	N	2		417,329	0	0	417,329	9/12/2017	O	9/11/2021	
4500289422	V R D CORPORATE INTERIORS DBA FOR V R D CONTRACTING INC 25 ANDREA RD HOLBROOK, NY 11741-4310 US	CHAIRS	E	B	7	N	N	1		11,728	11,728	11,728	0	9/11/2017	O	9/10/2018	
4500289503	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	EMERGENCY GENERATOR	E	1	1	N	N	1		108,799	0	0	108,799	9/18/2017	O	5/31/2018	
4500289592	MAUREEN DATA SYSTEMS INC 307 W 38TH ST RM 1801 NEW YORK, NY 10018-6510 US	TENABLE SOFTWARE TOOL TO DELIVER IT SECURITY AND VIRTUAL TRAINING	E	2	8	N	3	1	*	78,920	78,920	78,920	0	9/14/2017	C		12/31/2017
4500289614	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	LICENSES AND SOFTWARE UPGRADE FROM MESSAGESTATS TO UC COMMAND SUITE	E	B	6	N	N	4		7,398	0	0	7,398	9/15/2017	O	9/14/2018	
4500289634	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	EQUIPMENT FOR THE INTEGRATED SMART OPERATION CENTER (ISOC) AT WHITE PLAINS OFFICE FOR AN ALL-DIGITAL UTILITY	E	B	5	N	4	4		8,628	8,628	8,628	0	9/15/2017	O	9/14/2018	
4500289645	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	LOGITECH MICE AND KEYBOARDS	E	B	5	N	4	12	*	10,209	10,209	10,209	0	9/15/2017	O	9/14/2018	
4500289646	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	NASTEL SOFTWARE ANNUAL MAINTENANCE	S	2	6	N	2	1	*	35,924	35,924	35,924	0	9/30/2017	O	9/29/2018	
4500289647	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	RACK MOUNT INDUSTRIAL PC-ISOC	E	B	7	F	N	1	*	44,567	44,567	44,567	0	10/16/2017	C		10/17/2017
4500289684	STEPHEN S STARR MECHANICAL CORP 11006 BELL HILL RD UTICA, NY 13502-6602 US	AC SYSTEM UPGRADE - CSC BUILDING INVERTER HALL	C	B	8	N	N	1		183,365	0	0	183,365	9/20/2017	O	9/19/2018	
4500289700	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	B-G POLE RACKS AND CULVERT STORAGE PROJECT	C	B		N	N	3		245,500	171,000	171,000	74,500	9/20/2017	C		12/29/2017
4500289808	ASCENTTRA LLC 8300 BOONE BLVD STE 500 VIENNA, VA 22182-2681 US	NIAGARA TABLETOP EXERCISE SUPPORT	P	B		F	N	12		59,500	8,925	8,925	50,575	9/20/2017	O	6/30/2018	
4500289837	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	SIXTH FLOOR FURNITURE AT THE WHITE PLAINS OFFICE	E	B	7	N	4	1	*	222,896	222,896	222,896	0	9/21/2017	C		12/31/2017
4500289858	TOFFLER ASSOCIATES INC 1775 WIEHLE AVE STE 250 RESTON, VA 20190-5161 US	TOFFLER CROSS INDUSTRY EXERCISE/WORKSHOP	P	2	9	F	N	1		40,000	0	0	40,000	9/22/2017	O	9/21/2018	
4500289873	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	SPLUNK ENTERPRISE SOFTWARE SOLUTION FOR USE IN CYBER SECURITY	E	B		F	N	2	*	182,407	182,407	182,407	0	9/22/2017	C		12/31/2017

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4500289879	IVANTI INC 698 W 10000 S STE 210 SOUTH JORDAN, UT 84095-4063 US	ANNUAL HEAT LUMENSION SOFTWARE MAINTENANCE	E	C	5	F	N	4		15,463	15,463	15,463	0	7/29/2017	O	7/28/2018	
4500289899	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEBOOK LAPTOPS W/MAINTENANCE,CASES	E	B	7	F	N	1		168,800	168,800	168,800	0	9/22/2017	C		11/7/2017
4500289911	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	RICOH PRINTERS	E	B	7	N	N	1	*	19,155	19,155	19,155	0	9/25/2017	C		10/24/2017
4500289932	N SPRO LLC 1014 THOMPSON BLVD SEDALIA, MO 65301-2243 US	SUCCESSFACTORS IMPLEMENTATION SERVICES	P	B		F	N	6		1,660,295	10,195	10,195	1,650,100	9/27/2017	O	9/26/2022	
4500289972	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP MEMORY ESXI	E	B	5	N	4	2		13,080	13,080	13,080	0	9/26/2017	C		12/31/2017
4500289979	MARK A REEDER 17 TERRACE AVE ALBANY, NY 12203-1916 US	NY PUBLIC SERVICE COMMISSION RATE CONSULTANT	P	2	5	N	N	1		25,000	5,891	5,891	19,109	9/26/2017	O	3/30/2018	
4500290004	RENE D PETRIN MANAGEMENT MENTORS INC 111 NONANTUM ST BRIGHTON, MA 02135-2413 US	WPO MENTORING PROGRAM 2017-2022	P	B		N	N	2		91,000	0	0	91,000	11/1/2017	O	10/31/2022	
4500290005	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEDISPLAY S340C CURVED MONITORS	E	B	7	F	N	1		77,000	77,000	77,000	0	9/26/2017	C		10/5/2017
4500290006	G S DUNHAM LLC 25-70 ULMER ST FLUSHING, NY 11354-1137 US	FURNISH, DELIVER, START UP AND CALIBRATION OF A HEAT EXCHANGER ASSEMBLY TO NYPA WPO AND WARRANT 1 + 5 YEARS (6 YEARS)	E	2		N	N	1		160,000	0	0	160,000	9/27/2017	O	9/26/2018	
4500290056	NIAGARA ARTS & CULTURAL CENTER INC 1201 PINE AVE NIAGARA FALLS, NY 14301-1917 US	INSTALLATION OF TERRAIN MAP AT THE NIAGARA ARTS & CULTURAL CENTER	C	1	8	N	N	1		175,000	0	0	175,000	9/27/2017	O	9/26/2018	
4500290080	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	HIGH VOLTAGE CIRCUIT BREAKERS FOR MULTIPLE SITES	E	B				0		12,236,787	0	0	12,236,787	9/29/2017	O	9/28/2027	
4500290135	SOVOS COMPLIANCE LLC 200 BALLARDVALE ST WILMINGTON, MA 01887-1074 US	ACA TAX REPORTING SERVICES	P	B		F	N	4		122,977	24,595	24,595	98,382	10/1/2017	O	3/31/2022	
4500290151	EX LIBRIS (USA) INC 1350 E TOUHY AVE - STE 200E DES PLAINES, IL 60018-3307 US	ANNUAL MAINTENANCE FOR VOYAGER MAINTENANCE	S	B	7	N	N	1	*	14,254	14,254	14,254	0	9/29/2017	O	3/31/2018	
4500290164	SIGNAL PERFECTION LTD SUBSIDIARY OF AVI-SPL INC 6301 BENJAMIN RD - STE 101 TAMPA, FL 33634-5115 US	JAGUAR ROOM EQUIPMENT - DOC NUMBER 1039336747	E	B	6	F	N	5	*	5,870	5,870	5,870	0	9/29/2017	C		10/5/2017
4500290166	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	AUTODESK ANNUAL MAINTENANCE	S	B	7	N	N	1	*	66,632	66,632	66,632	0	10/28/2017	O	10/27/2018	

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4500290217	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP MS WORKSTATIONS/MAINTENANCE/MONITORS	E	B	7	F	3	6		67,203	67,203	67,203	0	10/2/2017	C		10/23/2017
4500290218	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO TELEPHONES	E	B	7	F	4	4		141,526	0	0	141,526	10/2/2017	O	1/31/2018	
4500290286	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	TAINTER GATE ASSESSMENT	A	B	5	N	N	1		58,300	0	0	58,300	10/4/2017	O	3/31/2018	
4500290376	VESPER MARINE LIMITED 45 SALE ST FREEMANS BAY AUCKLAND, AKL 1010 NZ	NIA & LONG ISLAND SOUND AIS BEACONS	E	2		F	N	1		17,830	6,930	6,930	10,900	10/6/2017	C		12/12/2017
4500290417	DEBORAH S BEZA ADVANTAGE PROMOTIONS 12 LILAC LN QUEENSBURY, NY 12804-8419 US	PROMOTIONAL MATERIAL - ENVIRONMENTAL JUSTICE	E	2	6	F	3	1		6,235	6,235	6,235	0	9/6/2017	C		9/12/2017
4500290418	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	SITECORE TRAINING	S	2	6	N	N	1		28,000	28,000	28,000	0	7/24/2017	C		7/28/2017
4500290419	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	SITECORE CMS (CONTENT MANAGEMENT SYSTEM) ANNUAL MAINTENANCE	S	2	6	N	N	1		42,627	42,627	42,627	0	6/29/2017	O	6/28/2018	
4500290420	SITECORE USA INC 2320 MARINSHIP WAY SAUSALITO, CA 94965-2812 US	MAINTENANCE: MONGODB	S	2	6	N	N	1		15,750	15,750	15,750	0	6/24/2017	O	1/2/2018	
4500290464	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	HATCH VISTA DSS SOFTWARE MAINTENANCE	S	1	6	N	N	1		25,000	25,000	25,000	0	9/1/2017	O	8/31/2018	
4500290529	DOCPOINT SOLUTIONS LLC 8161 MAPLE LAWN BLVD - LOWER FL 2 FULTON, MD 20759-2597 US	NINTEX ANNUAL MAINTENANCE	S	B	7	N	N	1		24,605	24,605	24,605	0	10/10/2017	O	10/9/2018	
4500290585	KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS INC 4820 EASTGATE MALL - STE 200 SAN DIEGO, CA 92121-1993 US	SECURITY MAINT SERVICES	S	2	8	F	N	1		400,000	288,863	288,863	111,137	1/1/2017	C		12/31/2017
4500290600	JACOBS CIVIL CONSULTANTS INC JACOBS ENGINEERING GROUP INC 2 PENN PLAZA - STE 603 NEW YORK, NY 10121-0101 US	FIBER OPTIC CONSTRUCTION SUPPORT	P	B		N	N	17		106,120	0	0	106,120	10/13/2017	O	12/17/2019	
4500290644	COMMUNICATIONS TRAINING ANALYSIS CORPORATION 3120 FAIRVIEW PARK DR STE 600 FALLS CHURCH, VA 22042-4571 US	AMAZON WEB SERVICES	S	B	7	N	N	1		35,511	35,511	35,511	0	11/13/2017	O	11/12/2018	
4500290658	VARIDESK LLC PO BOX 3588 COPPELL, TX 75019-9588 US	VARI-DESK TOPS FOR TRADING ROOMS	E	C	6	F	N	2		8,384	356	356	8,028	10/16/2017	O	2/14/2018	
4500290704	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP Z340 WORKSTATIONS W/3 YEAR MAINTENANCE	E	B	7	F	3	9		18,185	0	0	18,185	10/16/2017	C		11/20/2017

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4500290725	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	INSTALLATION OF THE QUANTUM TECHNOLOGY SCIENCES, INC. VECTOR SERIES SEISMIC-ACOUSTIC SENSOR SYSTEM AT FRASER ANNEX, DELHI, NY	C	2	8	N	N	1		118,818	0	0	118,818	10/17/2017	O	10/16/2018	
4500290789	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	25 NEW AERON OFFICE CHAIRS FOR THE WHITE PLAINS OFFICE	E	B	7	N	4	1		15,703	15,703	15,703	0	10/18/2017	O	6/30/2018	
4500290894	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	MICROWAVE UPGRADE PROJECT	E	B		F	N	4		2,880,962	0	0	2,880,962	11/22/2017	O	10/24/2018	
4500290922	AERYON LABS INC 575 KUMPF DR WATERLOO, ON N2V 1K3 CA	SUAS - SMALL UNMANNED AIRCRAFT SYSTEM	E	B		F	N	4		124,568	124,568	124,568	0	10/24/2017	O	4/30/2018	
4500290946	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	GEFORCE VIDEO CARDS - ISOC	E	C	6	F	N	4		7,080	7,080	7,080	0	10/24/2017	C		11/7/2017
4500290960	LEVIN 3 INC LEVIN SILBERT COMPANY 747 3RD AVE FL 2 NEW YORK, NY 10017-2878 US	DESIGN, MANUFACTURE, AND INSTALL OF 8TH FLOOR MURAL WALL	S	M	5			0		24,215	11,633	11,633	12,582	10/24/2017	C		12/31/2017
4500291014	ESS GROUP INC 10 HEMINGWAY DR - FL 2 RIVERSIDE, RI 02915-2224 US	LI SOUND TRANSMISSION CONSULTING	P	B	1	F	N	14		91,850	0	0	91,850	11/1/2017	O	5/31/2018	
4500291015	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	VMWARE CONSULTING AND LEARNING PSO CREDITS PREPAID SERVICES	S	B	7	N	2	2		86,624	86,624	86,624	0	11/1/2017	O	10/31/2018	
4500291105	MARS DISCOVERY DISTRICT 101 COLLEGE ST - STE 401 TORONTO, ON M5G 1L7 CA	NEWTONIAN SHIFT WORKSHOPS	P	1	8	F	N	1		95,000	0	0	95,000	10/31/2017	O	6/30/2018	
4500291128	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO EQUIPMENT UPGRADE	E	B	7	N	4	4		94,680	0	0	94,680	11/15/2017	O	11/14/2018	
4500291154	HERMAN MILLER INC C/O ACCENT COMM FURNITURE INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	F	N	1		8,911	0	0	8,911	10/31/2017	O	6/29/2018	
4500291167	HARTIGEN SOLUTIONS LLC 3100 S GESSNER RD STE 329 HOUSTON, TX 77063-3743 US	BID TO BILLING AND GENERATION BIDDING SOLUTION	S	B		F	N	5		2,180,000	104,932	104,932	2,075,068	11/6/2017	O	11/5/2022	
4500291214	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	NETBRAIN SOFTWARE MAINTENANCE	E	B	5	N	4	3		10,100	10,100	10,100	0	8/17/2017	O	8/16/2018	
4500291227	RTDS TECHNOLOGIES INC 100-150 INNOVATION DR WINNIPEG, MB R3T 2E1 CA	RTDS EQUIPMENT FOR THE CSC DIGITAL MODEL DEVELOPMENT TO BE PROVIDED TO THE FREEDM SYSTEM CENTER AT NCSU	E	1	8	F	N	1		143,825	143,825	143,825	0	11/1/2017	O	4/30/2018	
4500291274	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEDISPLAY S340C CURVED MONITORS	E	B	7	N	N	1		38,500	38,500	38,500	0	11/2/2017	C		11/28/2017

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4500291275	INFOSIGHT CORPORATION PO BOX 5000 CHILLICOTHE, OH 45601-7000 US	LABELASE 1000 TAB/BARCODING PRINTING DEVICES	E	2	5	F	N	1		30,141	26,191	26,191	3,950	11/2/2017	C		11/20/2017
4500291300	DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY 317 WASHINGTON ST WATERTOWN, NY 13601 US	COMMUNICATION BACKBONE PROGRAM - DARK FIBER	A	B		N	N	1		1,789,200	0	0	1,789,200	11/21/2017	O	11/20/2018	
4500291319	WESPIRE INC 125 KINGSTON ST STE 601 BOSTON, MA 02111-2164 US	WESPIRE SAAS EMPLOYEE ENGAGEMENT PLATFORM	S	2	6	F	N	1		20,000	0	0	20,000	11/6/2017	O	11/5/2018	
4500291329	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEBOOK LAPTOPS W/CARRYING CASES AND MAINTENANCE	E	B	7	F	N	1		467,436	2,400	2,400	465,036	11/5/2017	O	1/31/2018	
4500291378	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	QUEST UTILITY TOOLS SOFTWARE-	E	B	7	N	N	1	*	60,189	60,189	60,189	0	10/31/2017	O	10/30/2018	
4500291380	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL MONITORS	E	B	7	F	N	1		13,500	13,500	13,500	0	11/12/2017	C		12/6/2017
4500291434	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	TABLEAU SOFTWARE	E	B	7	F	N	1		99,205	99,205	99,205	0	11/7/2017	O	11/6/2018	
4500291464	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	RICOH MPC4504EX MULTI-FUNCTION DEVICE	E	B	7	N	N	1		8,410	0	0	8,410	11/8/2017	O	3/30/2018	
4500291539	DRS IMAGING SERVICES INC 43 FADEM RD SPRINGFIELD, NJ 07081-3115 US	MICROFORM SCANNER W/MAINTENANCE	E	B	7	F	N	1		28,895	0	0	28,895	11/25/2017	O	3/1/2022	
4500291596	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	NIA RELAY REPLACEMENT PARTS	E	B	8	F	N	2		782,545	0	0	782,545	11/13/2017	O	11/12/2020	
4500291665	ENERNOC INC 101 FEDERAL ST - STE 1100 BOSTON, MA 02110-1856 US	EXCHANGE PLATFORM FEES	S	2	9			0		150,360	150,360	150,360	0	11/16/2017	C		11/16/2017
4500291683	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	PRIMAVERA SOFTWARE LICENSES AND MAINTENANCE	E	B	7	F	N	1		85,187	69,825	69,825	15,362	11/20/2017	O	11/19/2018	
4500291738	O'CONNELL ELECTRIC CO 830 PHILLIPS RD VICTOR, NY 14564 US	MASSENA SUBSTATION GENERATOR STEEL PLATFORMS & CONTAINMENT IMPROVEMENTS	C	B		N	N	2		213,397	0	0	213,397	11/16/2017	O	4/1/2018	
4500291743	V R D CORPORATE INTERIORS DBA FOR V R D CONTRACTING INC 25 ANDREA RD HOLBROOK, NY 11741-4310 US	OFFICE FURNITURE - CHAIRS	E	B	5	N	N	1		13,415	0	0	13,415	11/16/2017	O	2/28/2018	
4500291779	TOFFLER ASSOCIATES INC 1775 WIEHLE AVE STE 250 RESTON, VA 20190-5161 US	BUSINESS RESILIENCY STRESS TESTING SERVICES	P	B		F	N	4		219,536	833	833	218,703	11/20/2017	O	11/19/2018	

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4500291789	XEROX DIRECT DBA FOR XEROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	BOURGH BOOKLET MAKER	E	1	6	F	N	1		16,849	0	0	16,849	10/1/2017	O	9/30/2018	
4500291805	PLATTS (S & P GLOBAL PLATTS) DBA FOR S & P GLOBAL INC 2 PENN PLZ - FL 25 NEW YORK, NY 10121-2295 US	ANNUAL PLATTS SUBSCRIPTION - SINGLE SOURCE APPROVAL	S	2	8	N	N	1		397,585	0	0	397,585	11/13/2017	O	11/12/2018	
4500291806	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	ANNUAL MAINTENANCE-DBS FINANCE-SINGLE SOURCE	S	2	6	N	N	1		12,480	12,480	12,480	0	12/17/2017	O	12/16/2018	
4500291808	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	ANNUAL MAINTENANCE FOR TAPROOT SOFTWARE - SOLE SOURCE	S	1	6	N	N	1		6,899	0	0	6,899	12/1/2017	O	11/30/2018	
4500291809	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	LABOR-ENHANCEMENTS-LONG TERM MARKET-SOLE SOURCE	P	1	6	N	N	1		9,000	0	0	9,000	12/4/2017	O	12/3/2018	
4500291810	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	MAINTENANCE-POWERRUNER MANAGED SERVICES-SOLE SOURCE	S	1	8	N	N	1		65,000	0	0	65,000	12/1/2017	O	11/30/2018	
4500291811	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEDESK 800 SFF PC'S	E	B	7	F	N	1		339,894	0	0	339,894	11/18/2017	O	1/31/2018	
4500291827	DEBORAH S BEZA ADVANTAGE PROMOTIONS 12 LILAC LN QUEENSBURY, NY 12804-8419 US	NON-CONDUCTIVE AND NON-ABSORBENT MATERIAL CLOTHING	E	2	8			0		50,000	8,078	8,078	41,922	11/21/2017	O	3/30/2018	
4500291835	TORYS LLP 1114 AVENUE OF THE AMERICAS - FL 23 NEW YORK, NY 10036-7703 US	LEGAL SERVICES	L	2	5	N	N	1		14,000	13,862	13,862	138	11/20/2017	C		11/20/2017
4500291841	MACRO COMPANIES INC EMERGENCY FUEL MANAGEMENT 101 MILLSTONE RD BROUSSARD, LA 70518-4234 US	FUEL SERVICES FOR NYPA	E	C	8	F	N	2		2,000,000	0	0	2,000,000	11/22/2017	O	2/28/2018	
4500291850	MICROCAD TRAINING & CONSULTING INC 77 ARKAY DR STE B1 HAUPPAUGE, NY 11788-3700 US	HP PLOTTER FOR NIA	E	B	7	N	N	1		62,959	0	0	62,959	11/30/2017	O	11/30/2018	
4500291851	ADVANTECH CORP 24 JUST RD FAIRFIELD, NJ 07004-3413 US	HMI (HUMAN MACHINE INTERFACE) UPG - SINGLE SOURCE	E	1	8	F	3	1		107,385	0	0	107,385	11/20/2017	O	11/19/2020	
4500291912	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP BLC MODULE	E	B	7	F	3	4		31,605	0	0	31,605	11/21/2017	O	1/31/2018	
4500291947	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOLARWINDS ANNUAL MAINTENANCE	S	B	7	N	N	1		17,404	0	0	17,404	12/30/2017	O	12/29/2018	
4500291996	PROFTECH LLC 200 CLEARBROOK RD - STE 177 ELMSFORD, NY 10523-1328 US	FURNITURE	E	B	8	F	4	1		11,171	0	0	11,171	11/27/2017	O	3/26/2018	
4500292057	J & J HEATING & FUEL OIL CORP 742 WHITTIER ST BRONX, NY 10474-6004 US	DIESEL FUEL FOR NYPA'S BLDG AT 123 MAIN ST.	E	M	9			0		12,048	0	0	12,048	11/28/2017	O	3/30/2018	

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4500292060	METHOD LIMITED 24 BLAIR ST LVL 1 TE ARO, WLG 6011 NZ	SUSTAINABLE WASTE COLLECTION BINS	E	2	8	F	N	1		125,492	62,746	62,746	62,746	11/28/2017	O	2/28/2018	
4500292149	HEALTH LOGISTICS RN AND NP ADULT PASSPORT HEALTH OF NEW YORK STATE 2805 WEHRLE DR STE 2 WILLIAMSVILLE, NY 14221-7383 US	VACCINATIONS FOR ST. LAWRENCE POWER PROJECT AND CLARK ENERGY CENTER	S	2	5	N	N	1		12,331	0	0	12,331	11/30/2017	O	2/14/2018	
4500292169	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	ANSYS DYNA PC MAINTENANCE	S	B	7	N	N	1		5,509	0	0	5,509	10/25/2017	O	10/24/2018	
4500292170	ANSYS INC 2600 ANSYS DR CANONSBURG, PA 15317-0404 US	ANSYS MECHANICAL ENTERPRISE LEASE	S	2	5	N	N	1		13,605	0	0	13,605	12/1/2017	O	11/30/2018	
4500292187	W B MASON CO INC 59 CENTRE ST - PO BOX 111 BROCKTON, MA 02303-0111 US	RECYCLED COPIER PAPER TO BE DELIVERED AT WPO OFFICE	S	B	7	N	N	1		17,942	0	0	17,942	12/1/2017	O	2/14/2018	
4500292234	ADIRONDACK RECORDS MANAGEMENT INC 45 LEARNED ST ALBANY, NY 12207-5051 US	TRANSFER AND STORAGE WAREHOUSING OF HARD COPY RECORDS FROM THE CANAL'S ALBANY STORAGE LOCATION TO OFFSITE STORAGE FACILITY	E	B		N	N	3		35,840	0	0	35,840	12/1/2017	O	11/30/2022	
4500292239	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	CLOUDERA SUBSCRIPTION & REDHAT SOFTWARE MAINTENANCE	E	B	7	N	N	3		54,815	0	0	54,815	12/8/2017	O	12/7/2018	
4500292283	ENOSERV A DIV OF DOBLE ENGINEERING CO 7780 E 106TH ST TULSA, OK 74133-6843 US	ANNUAL MAINTENANCE - ENOSERV SOFTWARE	S	2	6	N	N	1		17,276	0	0	17,276	6/1/2017	O	5/31/2018	
4500292303	DAVID GROARKE INDIGO ADVISORY GROUP LLC 544 UNION AVE BROOKLYN, NY 11211-1209 US	NY JOINT UTILITIES BLOCKCHAIN ALIGNMENT WORKSHOPS	P	2	9	N	N	1		50,000	0	0	50,000	12/7/2017	O	3/30/2018	
4500292327	CITY OF WHITE PLAINS DEPT OF PARKING 7-11 S BROADWAY WHITE PLAINS, NY 10601-3520 US	PARKING PERMITS - WPO	E	2	8	N	N	1		99,550	23,450	23,450	76,100	12/6/2017	O	12/31/2018	
4500292363	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	COMPREHENSIVE NON REGULATED WASTE AUDIT	P	B		N	N	2		71,465	0	0	71,465	12/7/2017	C		12/31/2017
4500292429	PKA TECHNOLOGIES INC 1 EXECTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP ELITEDESK 800 PC W/3 YRS MAINTENANCE	E	B	7	F	3	8		26,032	0	0	26,032	12/8/2017	O	1/31/2018	
4500292430	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	DELL 24" MONITORS	E	B	7	F	N	7	*	10,465	10,465	10,465	0	12/8/2017	C		12/15/2017

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4500292431	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	FUJITSU SNANSNAP IX500 SCANNER	E	B	6	F	4	7		16,680	0	0	16,680	12/9/2017	C		12/21/2017
4500292465	CROWLEY PUERTO RICO SERVICES INC 9487 REGENCY SQUARE BLVD JACKSONVILLE, FL 32225-8183 US	PROVIDE LOGISTICAL SUPPORT TRANSPORTING NECESSARY RESTORATION EQUIPMENT TO PUERTO RICO	E	2	8	F	N	5		2,500,000	0	0	2,500,000	12/11/2017	O	12/10/2018	
4500292471	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	TABLEAU SOFTWARE MAINTENANCE	E	B	5	F	N	1		15,200	0	0	15,200	11/4/2017	O	11/3/2018	
4500292589	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP SERVERS FOR SPLUNK CYBER SECURITY	E	B	7	N	4	3		101,412	0	0	101,412	12/13/2017	O	12/12/2018	
4500292619	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	HP EQUIPMENT UPGRADE	E	B	7	N	4	3		84,305	0	0	84,305	12/14/2017	O	12/13/2018	
4500292629	GRID ADVISERS INC 120 GRANDPAS RDG SHARPS CHAPEL, TN 37866-3786 US	PROVIDE ASSESSMENT FOR FUTURE COMPETITIVE TRANSMISSION PROPOSALS EVALUATE WNY PUBLIC POLICY TRANSMISSION NEED PROCEEDINGS	P	2	5	F	N	1		25,000	0	0	25,000	12/14/2017	O	3/30/2018	
4500292656	AKAMAI TECHNOLOGIES INC 150 BORADWAY - STE 100 CAMBRIDGE, MA 02142-1055 US	AKAMAI INTERNET RENEWAL	S	B	7	N	N	1		101,660	16,943	16,943	84,717	11/21/2017	O	11/20/2018	
4500292692	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	ANNUAL MAINTENANCE FOR PRIMAVERA LICENSES	E	2	8	F	N	1		86,474	0	0	86,474	12/31/2017	O	12/30/2018	
4500292709	FORRESTER RESEARCH INC 60 ACORN PARK DR CAMBRIDGE, MA 02140-2303 US	FORRESTER CUSTOMER CENTRIC TRAINING	S	B	7	F	N	1		15,727	0	0	15,727	12/18/2017	O	12/17/2018	
4500292775	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 1776 NEW HWY FARMINGDALE, NY 11735-1513 US	LIGHTING CONTROL AND HVAC RETROFIT INSTALLATION	E	C	6	N	N	3		17,200	0	0	17,200	12/20/2017	O	12/31/2018	
4500292813	DELOITTE CONSULTING LLP 30 ROCKEFLLER PLAZA NEW YORK, NY 10112-0015 US	EMPLOYER VALUE BRAND SERVICES	P	2	8	N	N	1		890,000	0	0	890,000	12/21/2017	O	8/31/2018	
4500292838	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	ACRONIS BACKUP ADVANCED UNIVERSAL LICENSE & WORKSTATION LICENSE ANNUAL MAINTENANCE LICENSE RENEWAL	E	B	7	F	N	1		16,491	0	0	16,491	12/27/2017	O	12/26/2018	
4500292865	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	NIKON HB-40 CAMERA EQUIPMENT	E	B	5	F	N	3		6,697	0	0	6,697	12/21/2017	O	12/20/2018	

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4500292866	REGIMENT TECHNOLOGY GROUP LLC 81 PONDFIELD RD - STE D279 BRONXVILLE, NY 10708-3818 US	DENODO SERVER LICENSE AND SERVICE	S	B	7	N	2	1		132,800	132,800	132,800	0	12/21/2017	O	12/20/2018	
4500292867	IMAGE ACCESS LP 2511 TECHNOLOGY DR STE 109 ELGIN, IL 60124-8945 US	WIDE FORMAT SCANNER	E	B	7	N	N	1		15,380	0	0	15,380	12/31/2017	O	12/30/2018	
4500292869	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NE - STE 600 WASHINGTON, DC 20004 US	SAP TECHNICAL RESOURCE FOR SUCCESSFACTORS RECRUITMENT MARKETING SUPPORT	P	1	6	F	N	1		38,775	0	0	38,775	12/22/2017	O	12/21/2018	
4500292870	ALIANZA SERVICES LLC 74 N BROADWAY - 2ND FL SOUTH NYACK, NY 10960-2628 US	OFFICE FURNITURE	E	B	7	N	4	1		16,343	0	0	16,343	12/22/2017	O	6/30/2018	
4500292871	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NE - STE 600 WASHINGTON, DC 20004 US	SAP SUCCESSFACTORS SUPPORT TESTING AND PRODUCTION	P	1	6	F	N	1		16,650	0	0	16,650	12/22/2017	O	12/21/2018	
4500292953	CANON SOLUTIONS AMERICA INC 125 PARK AVE FRNT 2 NEW YORK, NY 10017-5599 US	ANNUAL MAINTENANCE FOR OCE COLORWAVE 650 AND TCS SCANNER	S	B	7	N	N	1		14,847	0	0	14,847	9/1/2017	O	8/31/2018	
4500292998	GOTHAM GOVERNMENT SOLUTIONS LLC 1 PARAGON DR STE 200 MONTVALE, NJ 07645-1728 US	ANNUAL VARONIS SUBSCRIPTION AND MAINTENANCE	S	B	7	N	N	1		39,325	0	0	39,325	12/30/2017	O	12/29/2018	
4500292999	CANON SOLUTIONS AMERICA INC 125 PARK AVE FRNT 2 NEW YORK, NY 10017-5599 US	ANNUAL MAINTENANCE FOR OCE COLORWAVE 650 AND TCS SCANNER	S	B	7	N	N	1		14,847	0	0	14,847	9/1/2017	O	8/31/2018	
4500293005	FEDRESULTS INC 1900 CAMPUS COMMONS DR - STE 100 RESTON, VA 20191-1535 US	TABLEAU SOFTWARE TRAINING	S	B	7	N	N	1		18,638	0	0	18,638	12/29/2017	O	12/28/2018	
4500293213	ROADRUNNER PRODUCTION SERVICES INC 56 SPY HILL POUGHKEEPSIE, NY 12603-2521 US	ROAD RUNNER VIDEO/LIGHTING EQUIPMENT	P	2	5			0		13,065	0	0	13,065	12/1/2017	O	1/31/2018	
4500293516	DTN LLC 9110 W DODGE RD STE 100 OMAHA, NE 68114-3334 US	DTN INVOICE	S	1	5			0		29,490	0	0	29,490	12/1/2017	O	11/30/2018	
4500293578	MOODY'S INVESTORS SERVICE INC 7 WORLD TRADE CTR - FL 23 NEW YORK, NY 10007-2277 US	MOODY'S ANALYTICS SAAS	S	2	9			0		79,200	0	0	79,200	12/20/2017	O	12/19/2018	
4500293841	PEOPLEFLUENT DBA FOR AQUIRE SOLUTIONS INC 400 LAS COLINAS BLVD E - STE 500 IRVING, TX 75039-5617 US	ORGPUBLISHER ANNUAL MAINTENANCE	S	2	6			0		7,284	0	0	7,284	11/1/2017	O	10/31/2018	

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4500293889	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	ANNUAL MAINTENANCE FOR GLOBALSCAPE SOFTWARE	E	B	7			0		18,181	0	0	18,181	11/8/2017	O	11/7/2018	
4500294104	VMWARE INC 3145 PORTER DR PALO ALTO, CA 94304 US	ANNUAL MAINTENANCE	S	1	5			0		12,376	0	0	12,376	12/30/2017	O	12/29/2018	
4500294199	VERTIV SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	ANNUAL MAINTENANCE FOR THE UPS SYSTEM	S	2	1			0		66,920	0	0	66,920	12/27/2017	O	12/26/2020	
4600001943	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	6		337,500,000	285,283,785	2,410,546	52,216,215	6/1/2008	C		5/31/2017
4600001944	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	6		123,000,000	77,821,914	6,968,107	45,178,086	6/1/2008	C		5/31/2017
4600001946	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	6		195,000,000	129,673,210	1,135,801	65,326,790	6/1/2008	O	12/31/2019	
4600001951	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	6		41,500,000	36,468,636	1,643,480	5,031,364	6/1/2008	C		5/31/2017
4600001985	PRES SERVICES LLC PRES ENERGY 2430 N FOREST RD - STE 106 GETZVILLE, NY 14068-1557 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B		N	N	8		52,000,000	45,410,644	4,471,912	6,589,356	8/1/2008	C		12/31/2017
4600001998	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B		N	N	8		45,000,000	19,954,172	0	25,045,828	7/1/2008	C		12/31/2017
4600002135	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	10		99,000,000	78,609,952	3,620,457	20,390,048	4/18/2014	O	12/31/2019	
4600002274	EYP ARCHITECTURE & ENGINEERING PC 1ST FL NANOFAB EAST - 257 FULLER RD ALBANY, NY 12203-3613 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B		N	N	11		10,000,000	2,042,858	294,267	7,957,142	5/26/2010	O	8/31/2018	
4600002315	MITSUBISHI HITACHI POWER SYSTEMS AMERICAS INC 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920-4701 US	LPGP LEM -PUMP TURBINE UPGRADE, ACCESSORY REPLACEMENT AND UNIT OVERHAUL	C	B		F	N	6		136,944,853	97,374,550	16,226,566	39,570,303	7/30/2010	O	12/31/2020	
4600002316	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	INTAKE GATES AND DRAFT TUBE GATES REFURBISHMENT	S	B		N	1	7		15,727,342	9,025,031	1,974,459	6,702,311	7/28/2010	O	12/30/2023	

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4600002374	ADVANCED ENERGY & LIGHTING INC 23 E 10 ST - STE 615 NEW YORK, NY 10003-6137 US	FURNISH & DELIVER SPECULAR REFLECTOR RETROFIT KITS FOR PROJECTS THROUGHOUT NEW YORK STATE	E	B		N	N	2		650,000	0	0	650,000	3/1/2011	C		1/3/2017
4600002436	EATON CORP 690 RAHWAY AVE UNION, NJ 07083-6632 US	CONTROL SYSTEM INTEGRATION PROJECT AT LEWISTON PUMP GENERATING PLANT	C	B		F	N	5		13,222,139	12,346,068	417,104	876,071	9/27/2011	O	11/27/2020	
4600002457	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	DESIGN,FURNISH,DELIVER 12 STATIC EXCITATION SYSTEMS	E	B		F	N	5		4,692,718	4,567,318	85669	125,400	12/2/2011	O	12/31/2021	
4600002460	HUDSON TECHNOLOGIES CO 29 HOLT DR STONY POINT, NY 10980-1919 US	REFRIGERANT RECOVERY & EVACUATION SERVICES	S	B		N	N	1		2,500,000	789,305	0	1,710,695	1/17/2012	C		3/31/2017
4600002461	READSOFT INC 3838 N CAUSEWAY BLVD - STE 2400 METAIRIE, LA 70002-8308 US	IMPLEMENT, MAINTAIN ACCOUNTS PAYABLE AUTOMATION SYSTEM SOFTWARE	S	B		N	N	5		620,000	525,998	0	94,002	12/23/2011	C		9/30/2017
4600002475	ROTATOR STAFFING SERVICES INC 25 KENNEDY BLVD E BRUNSWICK, NJ 08816-1259 US	PROVIDE TEMPORARY ENGINERING PERSONNEL ON AN AS-NEEDED BASIS	S	B		N	N	13		8,974,999	7,884,854	147,552	1,090,145	1/3/2012	C		12/31/2017
4600002476	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	PROVIDE TEMPORARY ENGINERING PERSONNEL ON AN AS-NEEDED BASIS	S	B		N	N	13		5,415,000	4,347,257	191,750	1,067,743	1/3/2012	C		12/31/2017
4600002477	METRO TECH CONSULTING SERVICES INC 230 W 41ST ST - 13TH FL NEW YORK, NY 10036-7207 US	PROVIDE TEMPORARY ENGINERING PERSONNEL ON AN AS-NEEDED BASIS	S	B		N	N	13		5,000	0	0	5,000	1/3/2012	C		1/2/2017
4600002478	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	PROVIDE TEMPORARY ENGINERING PERSONNEL ON AN AS-NEEDED BASIS	S	B		N	4	13		8,610,000	7,602,688	201,787	1,007,312	1/3/2012	C		12/31/2017
4600002481	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	NIAGARA POWER PROJECT - COMPLIANCE AND IMPLEMENTATION SERVICES	P	B		N	N	1		8,000,000	7,176,535	314,918	823,465	3/1/2012	C		2/28/2017
4600002497	NALCO COMPANY 544 HALFWAY HOUSE RD WINDSOR LOCKS, CT 06096-1502 US	CORROSION INHIBITOR	E	B		N	N	3		450,000	277,440	45,816	172,560	4/1/2012	C		4/1/2017
4600002500	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	DESIGN, FURNISH, DELIVER & INSTALL THE ISO PHASE BUS & PHASE REVERSAL SWITCH AT THE LEWISTON PUMP GENERATING PLANT	C	B		N	N	4		1,606,385	1,544,785	13,600	61,600	3/27/2012	O	11/27/2020	
4600002501	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	CONSULTING SERVICES FOR REVIEW, ANALYSIS AND SUPPORT IN UTILITY DELIVERY SERVICE RATE FILINGS	P	B		N	N	3		2,000,000	181,112	0	1,818,888	3/27/2012	C		3/26/2017
4600002504	BAY CRANE SERVICE INC 11-02 43RD AVE LONG ISLAND CITY, NY 11101-9717 US	SENY: CRANE RENTAL WITH OPERATOR SERVICES	E	B		N	N	2		1,880,000	1,276,892	28,173	603,108	4/1/2012	C		3/31/2017

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4600002505	GENCON CONSTRUCTION CO 393 SMITH RD SHIRLEY, NY 11967-2214 US	SENY: CRANE RENTAL WITH OPERATOR SERVICES	E	B		N	1	2		220,000	166,773	0	53,227	4/1/2012	C		3/31/2017
4600002506	ULTRA ELECTRONICS OCEAN SYSTEMS 115 BAY STATE DR BRAINTREE, MA 02184-5203 US	CRESCENT & VISCHER FERRY - INSTALLATION, MAINT, & REMOVAL OF THE FISH DETERRENT SYSTEMS	S	B		N	N	1		806,336	567,434	93,879	238,902	5/1/2017	O	4/30/2018	
4600002509	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	FURNISH, DELIVERY & INSTALL ROOF MOUNTED SOLAR PHOTOVOLTAIC SYSTEMS	C	B		N	N	16		9,750,000	7,175,314	184,601	2,574,686	4/1/2012	C		3/31/2017
4600002510	INDUSTRIAL STAFFING SERVICES INC 25 KENNEDY BLVD - STE 200 EAST BRUNSWICK, NJ 08816-1258 US	RECRUITMENT SERVICES	S	B		F	3	13		200,000	0	0	200,000	4/4/2012	C		4/3/2017
4600002511	TWIN COUNTY SWIMMING POOL MAINT & SUPPLY CO INC 797 CONKLIN ST FARMINGDALE, NY 11735-2405 US	BULK SODIUM HYPOCHLORITE DELIVERIES	E	B		N	N	2		85,000	53,003	15,372	31,997	4/9/2012	C		4/8/2017
4600002512	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	SUPPLY AND DELIVERY OF 55 GALLON DRUMS OF METHANOL FOR THE DENITRIFICATION SYSTEM AT FLYNN	E	B		N	3	1		85,000	43,149	4,850	41,851	5/1/2012	C		5/1/2017
4600002517	RANDSTAD TECHNOLOGIES LP DBA RANDSTAD ENGINEERING 225 SCIENTIFIC DR NORCROSS, GA 30092-2905 US	RECRUITMENT SERVICES	S	B		F	N	13		200,000	77,100	0	122,900	4/27/2012	C		4/26/2017
4600002522	RECOURSE COMMUNICATIONS INC 112 INTRACOASTAL POINTE DR JUPITER, FL 33477-5063 US	RECRUITMENT SERVICES	S	B		F	N	13		237,500	124,230	37,500	113,270	5/11/2012	C		5/10/2017
4600002523	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	RECRUITMENT SERVICES	S	B		N	3	13		200,000	0	0	200,000	5/17/2012	C		5/16/2017
4600002524	K G INDUSTRIES INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	RECRUITMENT SERVICES	S	B		N	N	13		200,000	0	0	200,000	5/17/2012	C		5/16/2017
4600002526	FBMC BENEFITS MANAGEMENT INC 3101 SESSIONS RD TALLAHASSEE, FL 32303-2874 US	WEB ENROLLMENT & BENEFITS/COMPENSATION STATEMENTS SERVICES	S	B		F	N	3		350,000	237,548	18,583	112,452	6/1/2012	O	1/31/2018	
4600002527	SOLAR ELECTRIC SYSTEMS INC 2 TIBBITS AVE WHITE PLAINS, NY 10606-2313 US	FURNISH, DELIVERY & INSTALL ROOF MOUNTED SOLAR PHOTOVOLTAIC SYSTEMS	C	B		N	N	16		250,000	0	0	250,000	4/1/2012	C		3/31/2017
4600002534	ANDRITZ HYDRO CORP 10735 DAVID TAYLOR DR - STE 500 CHARLOTTE, NC 28262-1289 US	MOTOR GENERATOR UPGRADE	C	B		F	N	5		78,167,874	27,777,416	12,150,641	50,390,458	7/1/2012	O	12/1/2020	

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4600002537	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	PROVIDE TEMPORARY ENGINEERING SUPPORT ON AN AS NEEDED BASIS FOR ENERGY SERVICES.	S	B		N	N	11		3,000,000	2,168,563	91,741	831,437	7/1/2012	C		6/30/2017
4600002538	INDUSTRIAL STAFFING SERVICES INC 25 KENNEDY BLVD - STE 200 EAST BRUNSWICK, NJ 08816-1258 US	PROVIDE TEMPORARY ENGINEERING SUPPORT ON AN-AS-NEEDED BASIS FOR ENERGY SERVICES.	S	B		N	3	11		1,000,000	155,301	0	844,699	7/1/2012	C		6/30/2017
4600002539	METRO TECH CONSULTING SERVICES INC 230 W 41ST ST - 13TH FL NEW YORK, NY 10036-7207 US	PROVIDE TEMPORARY ENGINEERING PERSONNEL ON AN AS NEEDED BASIS IN SUPPORT OF ENERGY SERVICES.	S	B		N	N	11		5,000	0	0	5,000	7/1/2012	C		6/30/2017
4600002540	NAVIGANT CONSULTING INC 30 S WACKER DR - STE 3100 CHICAGO, IL 60606-7444 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		682,605	439,220	0	243,385	7/10/2012	C		6/29/2017
4600002541	CAI SERVICES P C 2700 W ARGYLE ST - PO BOX 1124 JACKSON, MI 49204-1967 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		5,000	0	0	5,000	7/11/2012	C		6/29/2017
4600002543	ELECNOR HAWKEYE LLC SUBSIDIARY OF ELECNOR INC 100 MARCUS BLVD - STE 1 HAUPPAUGE, NY 11788-3749 US	PROVIDE EMERGENCY REPAIR SERVICES FOR AUTHORITY UNDERGROUND POWER CABLES - STATEWIDE	C	B		N	N	2		5,000,000	0	0	5,000,000	7/16/2012	C		7/15/2017
4600002544	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	PROVIDE EMERGENCY REPAIR SERVICES FOR AUTHORITY UNDERGROUND POWER CABLES - STATEWIDE	C	B		N	N	2		5,000,000	747,479	121,533	4,252,521	7/16/2012	O	7/15/2018	
4600002545	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	SCPP: CO CATALYST CHEMICAL CLEANING	S	B		N	N	3		1,750,000	672,777	128,428	1,077,223	7/2/2012	C		7/1/2017
4600002546	SIEMENS INDUSTRY INC 400 STATE ST SCHENECTADY, NY 12305-2304 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		136,942	135,732	0	1,210	7/17/2012	C		6/29/2017
4600002547	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	SERVOMOTORS	E	B		F	N	2		6,117,165	5,978,038	737,660	139,127	7/2/2012	O	7/31/2021	
4600002556	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		178,185	146,450	0	31,735	8/16/2012	C		6/29/2017
4600002558	CH2M HILL ENGINEERING PA 9191 S JAMAICA ST ENGLEWOOD, CO 80112-5946 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		3,749,100	1,994,914	0	1,754,186	8/15/2012	C		6/29/2017

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4600002559	PRES SERVICES LLC PRES ENERGY 2430 N FOREST RD - STE 106 GETZVILLE, NY 14068-1557 US	STATEWIDE ENGINEERING, DESIGN AND CONSTRUCTION SERVICES FOR ENERGY SERVICES DEPARTMENT	C	B		N	N	11		20,000,000	4,862,382	491,298	15,137,618	8/1/2012	C		7/31/2017
4600002560	CRA INTERNATIONAL INC 200 CLARENDON ST BOSTON, MA 02116-5092 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		5,000	0	0	5,000	8/22/2012	C		6/29/2017
4600002561	NORTHEAST PROFESSIONAL ENGINEERING CONSULTANTS LLC 108 NEW PARK AVE - UNIT 3 N FRANKLIN, CT 06254-1807 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		116,010	114,883	0	1,127	8/22/2012	C		6/29/2017
4600002563	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 27607-3960 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		832,970	819,989	0	12,981	8/29/2012	C		6/29/2017
4600002565	CANNON DESIGN-BUILD INC 2170 WHITEHAVEN RD GRAND ISLAND, NY 14072-2025 US	STATEWIDE ENGINEERING, DESIGN AND CONSTRUCTION SERVICES	C	B		N	N	11		10,000,000	443,835	79,780	9,556,165	8/1/2012	C		7/31/2017
4600002566	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		N	N	12		5,000	0	0	5,000	9/4/2012	C		6/29/2017
4600002567	POWERGEM LLC 632 PLANK RD - STE 101 CLIFTON PARK, NY 12065-4883 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		N	N	12		5,000	0	0	5,000	9/5/2012	C		6/29/2017
4600002568	SHAW CONSULTANTS INT'L INC 150 ROYALL ST CANTON, MA 02021-1031 US	CONSULTING SERVICES FOR GENERATION, TRANSMISSION, FUEL SUPPLIES AND ENERGY POLICY AND REGULATORY ACTIVITIES	P	B		F	N	12		5,000	0	0	5,000	9/5/2012	C		6/29/2017
4600002571	FRANK D RIGGIO CO INC DBA RIGGIO VALVE 797 AVENUE E BAYONNE, NJ 07002 US	FIVE (5) YEAR VALVE REPAIR SERVICE CONTRACT -- SENY PROJECTS	S	B		F	N	5		1,875,000	1,656,063	261,067	218,937	10/1/2012	C		9/30/2017
4600002572	NORTHLAND ASSOCIATES INC 4701 BUCKLEY RD - PO BOX 2549 LIVERPOOL, NY 13088-3627 US	DESIGN,PERMIT,DELIVERY,FURNISH,INSTALL,COMMISSION & START UP OF A SINGLE DISTRIBUTED 2MW WIND TURBINE AT SUNY CANTON, NY	C	B		N	N	4		5,670,500	343,650	0	5,326,850	10/1/2012	O	6/30/2020	
4600002573	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	SCPP MAINTENANCE, REPAIR AND PARTS SERVICES FOR THE LM6000	S	B		N	N	1		51,000,000	37,733,057	3,690,608	13,266,943	10/1/2012	O	12/31/2019	
4600002578	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	PROVIDE MOTOR REPAIR AT THE AUTHORITY'S 500MW COMBINED CYCLE PLANT AND AT THE FLYNN AND SCPP	S	B		N	N	4		3,000,000	1,302,895	216,311	1,697,105	10/1/2012	O	3/31/2018	

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4600002579	WSP USA INC ONE PENN PLZ - FL 2 NEW YORK, NY 10119-0021 US	STATEWIDE ENGINEERING, DESIGN AND CONSTRUCTION SERVICES	C	B		N	N	11		20,000,000	5,000	0	19,995,000	8/1/2012	C		7/31/2017
4600002580	CORE ENVIRONMENTAL CONSULTANTS INC 2312 WEHRLE DR BUFFALO, NY 14221-7021 US	PROVIDE SAMPLINGS AND ANALYSIS TO THE AUTHORITY'S SENY SITES	S	B		N	3	3		750,000	417,672	61,850	332,328	10/1/2012	C		9/30/2017
4600002582	HORIZON ENGINEERING ASSOCIATES LLP MICHAEL ENGLISH 30 BROAD ST - 15TH FL NEW YORK, NY 10004-2969 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		4,000,000	302,527	53,751	3,697,473	10/1/2012	C		9/30/2017
4600002583	SCHUYLER ENGINEERING PC 163 NORTH WELLWOOD AVE - STE 6 LINDENHURST, NY 11757 US	ENGINEERING SERVICES IN THE UPSTATE NEW YORK AND SENY AREAS FOR THE ENERGY SERVICES DEPT.	A	B		N	N	26		1,000,000	29,472	0	970,528	10/1/2012	C		9/30/2017
4600002584	ALTRAN US CORP 1 ADVANTAGE CT - STE A BORDENTOWN, NJ 08505-9630 US	ENGINEERING SERVICES IN THE UPSTATE NEW YORK AND SENY AREAS FOR THE ENERGY SERVICES DEPT.	A	B		N	N	26		1,000,000	135,848	135,848	864,152	10/1/2012	C		9/30/2017
4600002585	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ENGINEERING SERVICES IN THE UPSTATE NEW YORK AND SENY AREAS FOR THE ENERGY SERVICES DEPT.	A	B		N	N	26		1,000,000	10,420	0	989,580	10/1/2012	C		9/30/2017
4600002588	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		2,500,000	24,699	0	2,475,301	10/1/2012	C		9/30/2017
4600002589	WILLDAN ENERGY SOLUTIONS INC 88 PINE ST - FL 18 NEW YORK, NY 10005 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		2,500,000	689,823	75,846	1,810,177	10/1/2012	C		9/30/2017
4600002591	GOLDMAN COPELAND ASSOCIATES PC 229 W 36TH ST - FL 7 NEW YORK, NY 10018-8927 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		2,500,000	170,133	0	2,329,867	10/1/2012	C		9/30/2017
4600002593	C J BROWN ENERGY & ENGINEERING PC 4245 UNION RD - STE 204 BUFFALO, NY 14225-5040 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		500,000	0	0	500,000	10/1/2012	C		9/30/2017
4600002594	ENERGY & RESOURCE SOLUTIONS INC 1430 BROADWAY - STE 1609 NEW YORK, NY 10018-3422 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		1,000,000	27,564	0	972,436	10/1/2012	C		9/30/2017
4600002595	ENERNOC INC 101 FEDERAL ST - STE 1100 BOSTON, MA 02110-1856 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		2,500,000	620,520	155,910	1,879,480	10/1/2012	C		9/30/2017
4600002596	ENERACTIVE SOLUTIONS LLC 150 BROADWAY - STE 802 NEW YORK, NY 10038-4381 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		2,500,000	693,973	142,509	1,806,027	10/1/2012	C		9/30/2017

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4600002597	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		1,500,000	707,102	0	792,898	10/1/2012	C		9/30/2017
4600002598	TAITEM ENGINEERING PC 110 S ALBANY ST ITHACA, NY 14850-5402 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		500,000	0	0	500,000	10/1/2012	C		9/30/2017
4600002599	CAMP DRESSER MCKEE & SMITH DBA FOR CDM SMITH INC 60 CROSSWAYS PARK DR W - STE 340 WOODBURY, NY 11797-2018 US	STATEWIDE ENERGY AUDIT AND RETROCOMMISSIONING SERVICES FOR ENERGY SERVICES PROGRAM	S	B		N	N	26		1,500,000	856,550	767,039	643,450	10/1/2012	C		9/30/2017
4600002602	APPLIED ENERGY GROUP INC 1377 MOTOR PKWY - STE 401 ISLANDIA, NY 11749-5258 US	ENERGY EFFICIENCY - CONSULTING SERVICES FOR RENEWABLE ENERGY PROGRAM INITIATIVES	P	B		N	N	21		1,500,000	139,299	0	1,360,701	1/1/2013	C		12/31/2017
4600002603	OPTIMAL ENERGY INC 10600 ROUTE 116 - STE 3 HINESBURG, VT 05461-8501 US	ENERGY EFFICIENCY - CONSULTING SERVICES FOR RENEWABLE ENERGY PROGRAM INITIATIVES	P	B		F	N	21		1,500,000	382,274	0	1,117,726	1/4/2013	C		12/31/2017
4600002606	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		5,515,291	4,479,543	15,058	1,035,748	1/1/2013	C		12/31/2017
4600002607	C G POWER SOLUTIONS USA 7 CENTURY HILL DR LATHAM, NY 12110-2113 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		1,257,310	1,223,979	5,210	33,331	1/1/2013	C		12/31/2017
4600002608	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		F	N	25		200,000	6,300	0	193,700	1/1/2013	C		12/31/2017
4600002609	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		1,457,471	977,837	68,398	479,634	1/1/2013	C		12/31/2017
4600002610	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		2,002,787	1,743,340	35,575	259,447	1/1/2013	C		12/31/2017
4600002612	ALTRAN US CORP 1 ADVANTAGE CT - STE A BORDENTOWN, NJ 08505-9630 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		F	N	25		550,000	515,105	0	34,895	1/1/2013	C		12/31/2017

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4600002613	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	4	25		159,856	127,632	0	32,224	1/1/2013	C		12/31/2017
4600002614	SEDC ENGINEERING PC ALLILIATED W/SEBESTA BLOMBERG&ASSOC 32 BROADWAY - STE 302 NEW YORK, NY 10004-1609 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		18,090	18,090	0	0	1/1/2013	C		12/31/2017
4600002616	MOTT MACDONALD LLC DBA FOR MOTT MACDONALD INC 400 BLUE HILL DR STE 100 WESTWOOD, MA 02090-2164 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		F	N	25		346,070	346,070	0	0	1/1/2013	C		12/31/2017
4600002617	FISHER ASSOCIATES PE LS LA DPC 135 CALKINS RD ROCHESTER, NY 14623-4255 US	ON CALL REGIONAL SURVEYING & MAPPING SERVICES FOR NIAGARA REGION	A	B		N	N	29		2,333,333	1,612,660	488,888	720,673	1/1/2013	C		12/31/2017
4600002618	INNOVATIVE AUTOMATION INC 954 HERITAGE HIILS DR YORK, PA 17402 US	OPERATING PROCEDURES AND SYSTEM DESCRIPTIONS UPGRADES AT ST. LAWRENCE POWER PROJECT	A	B		F	N	5		1,313,858	708,348	248,197	605,510	3/18/2013	O	3/18/2018	
4600002619	C & S ENGINEERS INC 499 COL EILEEN COLLINS BLVD SYRACUSE, NY 13212-3931 US	CONSULTING ENGINEERING SERVICES FOR POWER GENERATION AND TRANSMISSION FACILITIES 2013 - 2017	A	B		N	N	25		3,772,291	3,665,026	0	107,265	1/23/2013	O	12/31/2018	
4600002623	CT MALE ASSOC ENGINEERING SURVEY ARCHITECT & LANDSCAPE ARCHITECT DPC 50 CENTURY HILL DR LATHAM, NY 12110-0727 US	ON CALL REGIONAL SURVEYING	A	B		N	N	29		3,383,333	2,394,152	199,368	989,181	1/25/2013	C		12/31/2017
4600002624	DANA L DRAKE LS PLLC 393 STATE ROUTE 11B DICKINSON CENTER, NY 12930-2008 US	ON CALL REGIONAL SURVEYING AND MAPPING FOR ST LAWRENCE REGION	A	B		N	N	29		1,283,333	590,221	86,999	693,112	1/1/2013	C		12/31/2017
4600002625	LEWIS TREE SERVICE INC 300 LUCIUS GORDON DR W HENRIETTA, NY 14586 US	TRANSMISSION VEGETATION MANAGEMENT	C	B		N	N	3		9,900,000	9,833,920	506,859	66,080	4/1/2013	C		9/30/2017
4600002626	CH2M HILL ENGINEERING PA 9191 S JAMAICA ST ENGLEWOOD, CO 80112-5946 US	CONSULTING SERVICES FOR TEMPORARY ON CALL ENGINEERING PROJECT AND CONSTRUCTION MGT.SER. FOR POWER SUPPLY AND GENER.FACILITIES	A	B		N	N	12		7,925,722	6,636,282	0	1,289,440	1/23/2013	C		12/29/2017
4600002627	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	CONSULTING SERVICES FOR TEMPORARY ON CALL ENGINEERING PROJECT AND CONSTRUCTION MGT. SER. FOR POWER SUPPLY AND GENR. FACILITIES	A	B		N	N	12		5,500,000	5,121,105	8,777	378,895	1/23/2013	C		12/29/2017

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4600002628	KSW MECHANICAL SERVICES INC 37-16 23RD ST LONG ISLAND CITY, NY 11101-3518 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		5,000,000	0	0	5,000,000	3/1/2013	O	12/31/2018	
4600002629	LIZARDOS ENGINEERING ASSOCIATES PC 200 OLD COUNTY RD - STE 670 MINEOLA, NY 11501-4293 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	A	B		N	N	30		1,000,000	0	0	1,000,000	3/1/2013	C		12/31/2017
4600002630	BURNS ENGINEERING PC 2001 MARKET ST STE 600 PHILADELPHIA, PA 19103-7032 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	A	B		N	N	30		5,000,000	982,339	243,083	4,017,661	3/1/2013	O	12/31/2018	
4600002631	FULCRUM FACILITIES SERVICES LLC DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2285 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		33,000,000	12,482,263	10,039,585	20,517,737	3/1/2013	O	12/31/2019	
4600002632	GUTH DECONZO CONSULTING ENGINEERS PC 242 W 30TH ST - 3RD FL NEW YORK, NY 10001-4903 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		20,000,000	8,492,860	5,427,609	11,507,140	3/1/2013	O	12/31/2020	
4600002633	O'BRIEN & GERE / DEWBERRY ENERGY SERVICES JOINT VENTURE 333 W WASHINGTON - STE 400 SYRACUSE, NY 13202-9202 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		20,000,000	5,948,152	780,925	14,051,848	3/1/2013	O	12/31/2019	
4600002634	STRATEGIC BUILDING SOLUTIONS LLC 135 NEW RD MADISON, CT 06443-2508 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	P	B		N	N	30		500,000	0	0	500,000	3/1/2013	C		12/31/2017
4600002635	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		141,000,000	44,131,379	22,383,890	96,868,621	3/1/2013	O	12/31/2020	
4600002636	EME CONSULTING ENGINEERING GROUP LLC 129 W 27TH ST - FL 7 NEW YORK, NY 10001-6206 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	A	B		N	N	30		2,000,000	4,955	0	1,995,045	3/1/2013	O	12/31/2018	
4600002637	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		155,000,000	36,519,916	15,169,721	118,480,084	3/1/2013	O	12/31/2019	
4600002638	WILLDAN ENERGY SOLUTIONS INC 88 PINE ST - FL 18 NEW YORK, NY 10005 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	P	B		N	N	30		2,000,000	102,518	0	1,897,482	3/1/2013	O	12/31/2018	
4600002639	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		50,000,000	3,069,349	1,248,479	46,930,651	3/1/2013	O	12/31/2019	
4600002640	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	CONSULTING SERVICES FOR TEMPORARY ON CALL ENGINEERING PROJECT AND CONSTRUCTION MGT. SER. FOR POWER SUPPLY AND GENR. FACILITIES	A	B		N	N	12		6,578,329	4,966,895	1,552,789	1,611,434	1/23/2013	C		12/29/2017

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4600002642	SAVIN ENGINEERS PC 3 CAMPUS DR PLEASANTVILLE, NY 10570-1602 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	4	30		110,000,000	3,484,796	2,589,343	106,515,204	3/1/2013	O	12/31/2022	
4600002643	AKF ENGINEERS LLP 1501 BROADWAY - STE 700 NEW YORK, NY 10036 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	P	B		N	N	30		1,000,000	0	0	1,000,000	3/1/2013	C		12/31/2017
4600002644	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		40,000,000	7,241,587	690,824	32,758,413	3/1/2013	O	12/31/2019	
4600002645	INVENSYS SYSTEMS INC 33 COMMERCIAL ST FOXBORO, MA 02035 US	WONDERWARE SOFTWARE MAINTENANCE AND SUPPORT	S	B	8	N	N	1	*	174,423	174,423	0	0	1/1/2013	C		12/31/2017
4600002646	ECOSYSTEM/LIRO ENERGY GROUP II JOINT VENTURE 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		335,500,000	101,610,359	93,860,777	233,889,641	3/1/2013	O	12/31/2020	
4600002648	STV INC 225 PARK AVE S NEW YORK, NY 10003-1604 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		5,000,000	112,400	0	4,887,600	3/1/2013	O	12/31/2019	
4600002649	ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP 52 JAMES ST - FL 3 ALBANY, NY 12207-2747 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	P	B		N	N	30		1,000,000	115,917	109,042	884,083	3/1/2013	C		12/31/2017
4600002650	PHALANX 212 WILLOW DR LITTLE SILVER, NJ 07739-1538 US	PHALANX SUPPORT & SERVICES	S	B		N	N	1		225,000	28,100	0	196,900	1/1/2013	C		12/31/2017
4600002651	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	CRESCENT & VISCHER FERRY OVERHAUL	C	B		F	N	4		12,611,525	10,889,571	1,110,314	1,721,954	1/1/2013	C		7/1/2017
4600002655	MALCOLM PIRNIE A SUB SIDIARY OF ARCADIS US INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	ES&T DEPT: SENY IMPLEMENTATION SERVICES	C	B		N	N	30		123,000,000	17,893,685	10,122,232	105,106,315	3/1/2013	O	12/31/2022	
4600002658	ABB ENTERPRISE SOFTWARE INC STE 500 400 PERIMETER CENTER TER NE ATLANTA, GA 30346-1231 US	ANNUAL MAINTENANCE, SERVICES, SOFTWARE - VENTYX SUITE	S	B		N	N	1		3,200,000	2,360,052	0	839,948	1/1/2013	C		12/31/2017
4600002659	WSP USA CORP DBA WSP SELLS 1 COLUMBIA CIR ALBANY, NY 12203-6383 US	ON-CALL REGIONAL AERIAL PHOTOGRAMMETRY SURVEYING & MAPPING SERVICES.	A	B		N	N	8		500,000	153,950	6,300	346,050	3/28/2013	C		12/31/2017
4600002660	OPEN TEXT INC 951 MARINERS ISLAND BLVD - FL 7 SAN MATEO, CA 94404-1561 US	FIVE YEAR MAINTENANCE AND SUPPORT - OPENTEXT (STREAMSERVE) S/W	S	B		F	N	1		162,442	162,442	29,085	0	5/11/2013	O	5/10/2018	
4600002666	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	FLYNN: OPERATING PLANT SERVICE AGREEMENT	S	B		N	N	1		60,000,000	12,585,447	1,791,684	47,414,553	4/1/2013	O	3/31/2025	

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4600002667	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY 45207 RESEARCH PL ASHBURN, VA 20147-2421 US	ENERGY EFFICIENCY MARKET ACCELERATION PROGRAM IMPLEMENTATION SERVICES (EEMAP)	P	B		F	N	7		10,000,000	845,280	0	9,154,720	4/5/2013	O	4/4/2018	
4600002676	PACE UNIVERSITY 1 PACE PLZ NEW YORK, NY 10038-1598 US	WPO: MBA ONSITE	P	B		N	N	2		2,900,000	2,203,588	526,750	696,412	7/1/2013	O	6/30/2018	
4600002678	SYRACUSE UNIVERSITY 113 BOWNE HALL SYRACUSE, NY 13244-1200 US	ENERGY EFFICIENCY MARKET ACCELERATION PROGRAM IMPLEMENTATION SERVICES (EEMAP)	P	B		N	N	7		10,000,000	1,117,498	455	8,882,502	4/11/2013	O	4/10/2018	
4600002680	ROTATOR STAFFING SERVICES INC 25 KENNEDY BLVD E BRUNSWICK, NJ 08816-1259 US	TEMPORARY DESIGN & DRAFTING PERSONNEL	S	B		F	N	7		3,550,000	2,081,813	48,384	1,468,187	4/17/2013	O	3/31/2018	
4600002682	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	PROVIDE DESIGN & DRAFTING PERSONNEL	S	B		F	N	7		3,300,000	1,735,737	123,589	1,564,263	4/17/2013	O	3/31/2018	
4600002683	PEAK TECHNICAL SERVICES INC DBA PEAK TECHNICAL STAFFING USA 5 PENN PLAZA - STE 2332 NEW YORK, NY 10001-1810 US	PROVIDE TEMPORARY DESIGN & DRAFTING PERSONNEL	S	B		F	N	7		1,600,000	866,973	0	733,027	4/17/2013	O	3/31/2018	
4600002684	AEROTEK INC 757 3RD AVE - STE 201 NEW YORK, NY 10017 US	PROVIDE TEMPORARY DESIGN & DRAFTING PERSONNEL	S	B		N	N	7		550,000	295,529	0	254,471	4/17/2013	O	3/31/2018	
4600002685	ICF RESOURCES LLC 9300 LEE HIGHWAY FAIRFAX, VA 22031-6050 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		339,479	320,313	0	19,166	4/25/2013	O	4/30/2018	
4600002686	M J BRADLEY & ASSOCIATES LLC 47 JUNCTION SQUARE DR CONCORD, MA 01742 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		479,905	253,732	77,486	226,173	5/7/2013	O	4/30/2018	
4600002687	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		2,207,169	1,917,558	0	289,611	5/6/2013	O	4/30/2018	
4600002688	PA CONSULTING GROUP INC 405 LEXINGTON AVE - FL 45 NEW YORK, NY 10174-0002 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		3,974,880	3,803,663	0	171,217	4/26/2013	O	4/30/2018	
4600002689	BURO HAPPOLD CONSULTING ENG PC DBA HAPPOLD CONSULTING 100 BROADWAY FL 23 NEW YORK, NY 10005-4502 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		N	N	25		225,788	225,111	20,700	677	5/7/2013	O	4/30/2018	
4600002690	MCKINSEY & COMPANY INC WASHINGTON DC 1200 19TH ST NW STE 1100 WASHINGTON, DC 20036-2412 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		3,988,235	3,988,235	0	0	4/22/2014	O	4/30/2018	
4600002691	NAVIGANT CONSULTING INC 30 S WACKER DR - STE 3100 CHICAGO, IL 60606-7444 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		N	N	25		280,920	202,992	0	77,928	5/7/2013	O	4/30/2018	
4600002692	UMS GROUP INC 300 INTERPACE PKWY STE C380 PARSIPPANY, NJ 07054-1100 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		5,000	0	0	5,000	4/22/2013	O	4/30/2018	

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4600002693	ALEXANDER SCOTT & ASSOCIATES 5335 DIVIDEND DR STE C DECATUR, GA 30035-3833 US	CONSULTING SERVICES TO EXECUTIVE OFFICE	P	B		F	N	25		5,000	0	0	5,000	4/22/2013	O	4/30/2018	
4600002698	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	TRANSMISSION RIGHTS-OF-WAY (ROW) VEGETATION INVENTORY SERVICES	P	B		N	N	6		1,250,000	820,448	0	429,552	6/1/2013	C		5/31/2017
4600002699	L & S ELECTRIC INC 1810 COUNTY RD XX ROTHSCHILD, WI 54474-7801 US	SMALL HYDRO CONTROL SYSTEM & GOVERNOR UPGRADE	C	B		F	N	5		4,200,423	4,185,025	37,437	15,398	6/11/2013	C		12/14/2017
4600002700	ACLARA TECHNOLOGIES LLC 945 HORNET DR HAZELWOOD, MO 63042-2309 US	FIVE YEAR MAINTENANCE AND SUPPORT ACLARA ENERGY VISION ENTERPRISE(EVE) SOFTWARE	S	B		N	N	1		430,000	404,838	61,824	25,162	4/1/2013	O	3/31/2018	
4600002701	TSI TURTLE SERVICES LLC FORMERLY TECHNOSCOUTS INC 1900 LOWER RD LINDEN, NJ 07036-6519 US	TURNKEY SUPPORT FOR THE AIR PROGRAMS SERVICES	P	B		F	3	8		1,300,000	798,470	172,125	501,530	7/1/2013	O	6/30/2018	
4600002703	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	RENOVA FLUORESCENT LIGHTING EQUIPMENT	E	B		F	N	5		822,947	124,604	0	698,343	7/12/2013	C		7/11/2017
4600002704	BEST LED GROUP DBA FOR ZIO ENTERPRISES INC 1300 VETERANS HWY - STE 120 HAUPPAUGE, NY 11788-3063 US	FURNISH CREE LED LIGHTING EQUIPMENT	E	B		F	3	5		5,000	0	0	5,000	7/12/2013	C		7/11/2017
4600002706	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FURNISH AND DELIVER RENOVA FLUORESCENT AND LITHONIA, CREE AND LSI LED LIGHTING EQUIPMENT FOR MTA SENY PROJECTS UNDER "HELP".	E	B		F	N	5		1,315,856	852,188	277,513	463,668	7/14/2016	O	7/14/2018	
4600002708	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	FURNISH AND DELIVER JOB SITE FLUORESCENT, LED, CF AND HID LAMPS TO NYPA PROJECTS LISTED UNDER NYPA'S "HELP" PROGRAM.	E	B		F	N	3		2,135,054	173,253	60,152	1,961,801	7/17/2013	C		7/16/2017
4600002710	CARRIER CORP 175 CENTRAL AVE - STE 300 FARMINGDALE, NY 11735-6917 US	SENY: HVAC EQUIPMENT AND SERVICES	S	B		N	N	3		2,000,000	1,395,535	274,484	604,465	10/1/2013	O	9/30/2018	
4600002713	REINHARD-MADISON APPROACH STAFFING DBA MADISON APPROACH STAFFING INC 45 KNOLLWOOD RD - STE 101 ELMSFORD, NY 10523-2806 US	TEMPORARY ADMINISTRATIVE PERSONNEL ON AS-NEEDED BASIS	S	B	7	N	3	2		792,604	787,856	5,172	4,748	8/1/2013	O	7/31/2018	
4600002714	PENDA AIKEN INC 330 LIVINGSTON ST - FL 2 BROOKLYN, NY 11217-1002 US	TEMPORARY ADMINISTRATIVE PERSONNEL ON AS NEEDED BASIS	S	B	7	N	4	2		707,396	627,935	59,633	79,461	8/1/2013	O	7/31/2018	
4600002715	TOTAL ADMINISTRATIVE SERVICES CORP TASC 3405 ANNAPOLIS LN N - STE 150 MINNEAPOLIS, MN 55447-8863 US	COBRA ADMINISTRATION SERVICES	S	B		F	N	2		75,000	33,112	11,984	41,888	1/2/2014	O	12/31/2018	

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4600002716	DRESSER-RAND CO 203 PRECISION RD HORSHAM, PA 19044-1226 US	SENY: GAS COMPRESSOR SERVICE, MAINTENANCE & ENGINEERING SUPPORT	S	B		N	N	1		5,000,000	2,477,495	474,028	2,522,505	1/1/2014	O	12/31/2018	
4600002718	ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES INC 1511 ROUTE 22 - STE C24 BREWSTER, NY 10509-4082 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	3	18		1,000,000	337,876	34,626	662,124	8/1/2013	O	7/31/2018	
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	7,711	4,217	992,289	8/1/2013	O	7/31/2018	
4600002720	CORE ENVIRONMENTAL CONSULTANTS INC 2312 WEHRLE DR BUFFALO, NY 14221-7021 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	3	18		1,000,000	204,631	129,251	795,369	8/1/2013	O	7/31/2018	
4600002721	LU ENGINEERS 339 EAST AVE STE 202 ROCHESTER, NY 14604-2615 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	4	18		1,000,000	9,810	9,810	990,190	8/1/2013	O	7/31/2018	
4600002722	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18		1,000,000	359,184	126,716	640,816	8/1/2013	O	7/31/2018	
4600002723	KAM CONSULTANTS CORP 35-40 36TH ST LONG ISLAND CITY, NY 11106 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18		1,000,000	39,327	33,362	960,673	8/1/2013	O	7/31/2018	
4600002724	WARREN & PANZER ENGINEERS PC 228 E 45TH ST NEW YORK, NY 10017 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18		1,000,000	121,222	7,743	878,778	8/1/2013	O	7/31/2018	
4600002725	TRC ENVIRONMENTAL CORP 1430 BROADWAY - 10 FL NEW YORK, NY 10018-3308 US	ASBESTOS AND LEAD PLANNING SERVICES	P	B	8	N	N	18		2,000,000	701,876	74,161	1,298,124	8/1/2013	O	7/31/2018	
4600002726	MISTRAS GROUP INC 195 CLARKSVILLE RD PRINCETON JUNCTION, NJ 08550-5392 US	ACOUSTIC MONITORING ON TRANSFORMERS, REACTORS AND/OR OTHER POWERSYSTEM EQUIPMENT	S	B		F	N	3		300,000	14,988	0	285,012	1/1/2014	O	12/31/2018	
4600002729	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ENVIRONMENTAL STUDY SERVICES	P	B		F	N	2		950,000	815,572	233,998	134,428	10/9/2013	C		10/8/2017
4600002730	TALISEN TECHNOLOGIES INC 12655 OLIVE BLVD - STE 500 SAINT LOUIS, MO 63141-6362 US	ENERGY MANAGEMENT CENTRE	P	B		F	N	13		7,236,000	3,972,541	784,004	3,263,459	10/9/2013	O	10/8/2018	
4600002732	BRG MACHINERY CONSULTING LLC 3241 PLANK RD NORTH GARDEN, VA 22959-2324 US	SENY: CONSULTING SERVICES TO PROVIDE SUPPORT ON ALL MAJOR ROTATING MACHINERY AND NUOVO PIGNONE GAS COMPRESSORS	P	B		N	N	1		950,000	0	0	950,000	5/1/2014	O	4/30/2019	
4600002733	BUCK CONSULTANTS LLC DBA FOR XEROX CORP ONE PENNSYLVANIA PLAZA NEW YORK, NY 10119 US	BENEFITS CONSULTING SERVICES	P	B		N	N	7		1,030,000	669,878	164,252	360,122	12/16/2013	C		7/6/2017
4600002734	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	ANALYTICAL TESTING SERVICES & DOBLE EQUIPMENT RENTAL	E	B		F	N	2		1,250,000	932,344	215,802	317,656	11/1/2013	O	10/31/2018	

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4600002735	EV CONNECT INC 615 N NASH ST - STE 203 EL SEGUNDO, CA 90245-2851 US	EE ADVANCE TECHNOLOGY ELECT. VEHICLE CHARGING STATIONS FOR PUBLIC SITES: FABRICATE, DELIVER, INSTALL, START-UP & SERVICES 100 EVSE'S	C	B		F	N	8		1,724,919	1,335,260	41,495	389,659	11/25/2013	O	11/30/2018	
4600002736	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	FERC RE-LICENSING PHASE II FOR B-G	P	B		F	N	1		4,479,384	2,966,541	435,359	1,512,843	12/16/2013	O	12/31/2018	
4600002741	NORTHEAST PROFESSIONAL ENGINEERING CONSULTANTS LLC 108 NEW PARK AVE - UNIT 3 N FRANKLIN, CT 06254-1807 US	ON-CALL CIVIL & GEOTECHNICAL ENGINEERING SERVICES	P	B		F	N	12		5,000	0	0	5,000	1/1/2014	O	12/31/2018	
4600002742	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	ON-CALL CIVIL & GEOTECHNICAL ENGINEERING SERVICES	P	B		N	N	12		1,741,190	1,031,737	331,202	709,453	1/1/2014	O	12/31/2018	
4600002743	GZA GEOENVIRONMENTAL OF NEW YORK 249 VANDERBILT AVE NORWOOD, MA 02062-5033 US	ON-CALL CIVIL & GEOTECHNICAL CONSULTING SERVICES.	P	B		N	N	12		1,618,587	1,091,485	620,406	527,102	1/1/2014	O	12/31/2018	
4600002744	GEI CONSULTANTS INC 400 UNICORN PARK DR WOBURN, MA 01801 US	ON-CALL CIVIL & GEOTECHNICAL ENGINEERING SERVICES.	P	B		F	N	12		5,000	0	0	5,000	12/30/2013	O	12/31/2018	
4600002746	SCULLY CONSTRUCTION LLC 141 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B	8	N	N	5		2,496,875	2,098,614	92,370	398,261	1/1/2014	O	12/31/2018	
4600002749	ALSTOM GRID INC DISCONNECT SWITCHES DIV 11 GUTTMAN BLVD CHARLEROI, PA 15022-1016 US	VERTICAL MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	1		1,462,395	475,950	0	986,445	1/10/2014	O	12/31/2019	
4600002751	CARLYLE CONSULTING SERVICES INC 641 LEXINGTON AVE - STE 1526 NEW YORK, NY 10022 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B	8	N	1	20		850,000	440,218	223,450	409,782	1/1/2014	O	12/31/2018	
4600002752	MITCHELL MARTIN INC DBA GARRETT SAYER GROUP 307 W 38TH ST - STE 1305 NEW YORK, NY 10018-9521 US	SAP TEMPORARY PERSONNEL	S	B		N	N	20		1,430,000	984,280	747,697	445,720	1/1/2014	O	12/31/2018	
4600002753	BAYFORCE TECHNOLOGY SOLUTIONS INC 5100 W KENNEDY BLVD - STE 425 TAMPA, FL 33609-1806 US	SAP TEMPORARY PERSONNEL	S	B		N	N	20		700,000	654,486	289,174	45,514	1/1/2014	O	12/31/2018	
4600002758	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	PROVISION OF ERM AND CRM CONSULTING SERVICES	P	B		N	N	8		2,150,348	1,903,453	697,796	246,895	1/16/2014	C		3/31/2017
4600002759	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ON-CALL CIVIL & GEOTECHNICAL ENGINEERING SERVICES	P	B		N	N	12		1,115,614	251,204	57,794	864,410	1/27/2014	O	12/31/2018	
4600002763	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	FURNISH & DELIVER FLUORESCENT, HID & LED, COMPACT LIGHTING FIXTURES & EQUIPMENT FOR SENY AREA	E	B		N	N	3		1,643,286	1,198,446	1,062	444,840	3/7/2017	O	2/27/2019	

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4600002764	SAPTA GLOBAL INC DBA ZEN41T 267 AMBOY AVE WOODBRIDGE, NJ 07095-2803 US	SAP TEMPORARY PERSONNEL	S	B		F	4	20		255,340	253,060	47,120	2,280	1/1/2014	O	12/31/2018	
4600002766	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	ANNUAL MAINTENANCE FOR ORACLE UTILITIES QUOTATIONS	S	B		F	N	1		204,770	95,040	0	109,730	2/26/2014	O	2/26/2018	
4600002769	MRP ELECTRICAL PRODUCTS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	FURNISH AND DELIVER OCCUPANCY SENSORS AND DAYLIGHT CONTROL DEVICES FOR SENY PROJECTS	E	B		N	3	3		500,000	17,090	17,090	482,910	4/1/2014	O	3/31/2019	
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	240,755	52,484	259,245	4/1/2014	O	3/31/2019	
4600002772	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	ON-SITE PHYSICALS	P	B		N	4	3		170,000	147,872	95,875	22,128	4/1/2014	C		7/28/2017
4600002776	ROYAL DIAMOND CONSTRUCTION CORP 1 HIGHLAND DR CORTLANDT MANOR, NY 10567-2609 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B	8	N	3	5		1,321,223	929,316	254,458	391,907	1/1/2014	O	12/31/2018	
4600002777	LLF CONSTRUCTION SERVICES INC 368 NEW HEMPSTEAD RD NEW CITY, NY 10956-1900 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B	8	N	4	5		307,000	251,286	0	55,714	1/1/2014	O	12/31/2018	
4600002781	WSP USA INC 75 ARLINGTON ST - 4TH FL BOSTON, MA 02116-3936 US	FERC PART 12 INDEPENDENT CONSULTANT DAM SAFETY INSPECTION & SAFETY REPORT - ST. LAWRENCE/FDR POWER PROJECT	P	B		N	N	8		300,000	264,445	33,961	35,555	4/1/2014	O	12/31/2018	
4600002782	QUALITY INSPECTION SERVICES INC DBA FOR APPLUS RTD USA 37 FRANKLIN ST - STE 400 BUFFALO, NY 14202-4117 US	ON CALL TESTING AND INSPECTION	S	B		N	N	3		1,250,000	200,808	7,514	1,049,192	4/9/2014	O	4/8/2019	
4600002784	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	MAINTENANCE FOR RICOH MULTIFUNCTION DEVICES (MDF'S)	S	B		N	N	1		1,100,000	771,337	215,732	328,663	4/1/2014	O	9/30/2018	
4600002785	ETHOSENERGY (USA) LLC DBA FOR ETHOSENERGY US GROUP INC 12600 DEERFIELD PKWY - STE 315 ALPHARETTA, GA 30004-5099 US	500MW: LONG TERM SERVICE AGREEMENT AND EXTENDED PARTS	S	B		N	N	3		42,194,604	30,472,978	7,955,912	11,721,626	9/29/2006	O	9/30/2021	
4600002786	TRC ENGINEERS INC 1430 BROADWAY - FL 10 NEW YORK, NY 10018-9202 US	SENY ENVIRONMENTAL HEALTH & SAFETY OVERSIGHT SERVICES	P	B		N	N	10		1,500,000	374,201	67,550	1,125,799	4/17/2014	O	4/6/2018	

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4600002787	TSI TURTLE SERVICES LLC FORMERLY TECHNOSCOUTS INC 1900 LOWER RD LINDEN, NJ 07036-6519 US	SENY - ENVIRONMENTAL HEALTH & SAFETY OVERSIGHT SERVICES	P	B		F	3	10		1,500,000	453,101	94,169	1,046,899	4/17/2014	O	4/6/2018	
4600002788	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	INSTALLATION OF AUXILIARY EQUIPMENT	C	B		N	N	1		19,046,700	9,900,384	2,858,974	9,146,316	2/27/2014	O	2/26/2021	
4600002789	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	COATING CONSULTING AND INSPECTION SERVICES	S	B		N	N	1		5,000,000	879,161	113,774	4,120,839	5/20/2014	O	5/19/2019	
4600002790	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER CABLE FIBER OPTIC INSTALLATION AND NETWORK SERVICES	S	B	7	N	N	1		6,500,000	924,682	459,441	5,575,318	7/1/2014	O	6/30/2019	
4600002795	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	NYCT - LED BANK LIGHTING EQUIPMENT	E	B		N	N	4		3,147,414	3,094,135	0	53,279	5/9/2014	C		2/11/2017
4600002800	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	VISITORS CENTERS UPGRADES - NIA, STL, B-G	C	B	8	N	N	4		11,600,000	11,459,184	496,315	140,816	6/1/2014	O	5/31/2019	
4600002801	ALLSTATE POWER VAC INC DBA EQ INDUSTRIAL SERVICES 928 E HAZELWOOD AVE RAHWAY, NJ 07065-5634 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		250,000	0	0	250,000	7/1/2014	O	5/31/2019	
4600002803	KLEINFELDER EAST INC 1279 ROUTE 200 - 2ND FL NEWBURGH, NY 12550 US	ON CALL GENERAL ENVIRONMENTAL SERVICES	P	B		F	N	35		228,392	0	0	228,392	6/4/2014	O	6/30/2019	
4600002804	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ON CALL GENERAL ENVIRONMENTAL CONSULTING SERVICES	P	B		F	N	35		1,834,940	1,460,280	1,360,995	374,660	6/4/2014	O	5/31/2019	
4600002805	ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT INC 40 HAMILTON LN GLENMONT, NY 12077-4837 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		250,000	0	0	250,000	7/1/2014	O	5/31/2019	
4600002806	NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		300,000	17,335	14,723	282,665	7/1/2014	O	5/31/2019	
4600002807	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		13,000,000	6,000	6,000	12,994,000	7/1/2014	O	5/31/2019	
4600002808	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		250,000	0	0	250,000	7/1/2014	O	5/31/2019	

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4600002809	BERNIER CARR & ASSOCIATES ENGINEERS ARCHITECTS AND LAND SURVEYORS PC 327 MULLIN ST WATERTOWN, NY 13601-3686 US	CONSTRUCTION MANAGEMENT AND SERVICES AT NYPA'S ST. LAWRENCE POWER PROJECT	P	B		N	N	3		785,000	784,707	181,452	293	7/1/2014	C		6/30/2017
4600002810	TRC ENGINEERS INC 1430 BROADWAY - FL 10 NEW YORK, NY 10018-9202 US	ON CALL ENVIRONMENTAL SERVICES CONTRACT	P	B		F	N	35		666,666	86,050	41,900	580,616	6/12/2014	O	5/31/2019	
4600002813	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	FURNISH & DELIVER LSI LED FIXTURES & EQUIPMENT FOR THE HELP SENY PROJECTS	E	B	9	N	4	2		154,777	56,872	0	97,905	6/22/2015	C		7/6/2017
4600002816	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ON CALL GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	35		241,666	4,800	0	236,866	7/8/2014	O	5/31/2019	
4600002817	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	FLUORESCENTS PROGRAM - PS99M AND SENY PROJECTS	E	M	8	N	4	1		47,444	31,283	0	16,161	6/18/2015	C		7/27/2017
4600002819	TOTAL ELECTRICAL DISTRIBUTORS INC 388 SOUTH AVE STATEN ISLAND, NY 10303-1411 US	FURNISH & DELIVER ACUITY HOLOPHANE & LITHONIA FIXTURES & EQUIP FOR SENY PROJECT	E	B	8	N	3	2		187,442	40,372	0	147,070	6/18/2015	C		7/15/2017
4600002820	HILL INTERNATIONAL INC 1 COMMERCE SQ # 17 2005 MARKET ST PHILADELPHIA, PA 19103-1415 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	N	13		150,000	66,655	4,607	83,345	8/18/2014	O	8/17/2019	
4600002821	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	4	13		150,000	0	0	150,000	8/1/2014	O	7/31/2019	
4600002826	DACK CONSULTING SOLUTIONS INC 2 WILLIAM ST - STE 202 WHITE PLAINS, NY 10601-1912 US	COST ESTIMATING AND SCHEDULING SERVICES ON AN AS-NEEDED BASIS	P	B		N	4	13		150,000	0	0	150,000	8/1/2014	O	7/31/2019	
4600002828	NASCO CONSTRUCTION SERVICES INC 200 BUSINESS PARK DR ARMONK, NY 10504-1700 US	COST ESTIMATING AND SCHEDULING SERVICES	P	B		N	3	13		150,000	0	0	150,000	8/1/2014	O	7/31/2019	
4600002830	ELECTRALED INC 12722 62ND ST - STE 200 LARGO, FL 33773-1818 US	ELECTR - LED TRACK LIGHTING FIXTURES FOR S.I. MUSEUM, NY HALL OF SCIENCE AND OTHER SENY "HELP" PROJECTS	E	B		F	N	2		90,323	85,550	42,734	4,773	6/18/2015	C		8/14/2017
4600002831	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	SENY: ELECTRICAL SUPPORT SERVICES	S	B		N	N	5		5,000,000	753,296	55,414	4,246,704	9/1/2014	O	8/31/2019	
4600002832	ALL STATE CLEANING DBA FOR LINA VIVAS MAINT INC 83 TIMBERLINE DR BRENTWOOD, NY 11717-4804 US	FLYNN AND BRENTWOOD: JANITORIAL SERVICES FOR BOTH FACILITIES	S	B		N	4	4		200,000	91,271	28,891	108,729	9/1/2014	O	8/31/2019	
4600002834	AVEPOINT PUBLIC SECTOR INC 2111 WILSON BLVD - STE 210 ARLINGTON, VA 22201-3089 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18		5,000	0	0	5,000	9/1/2014	O	7/31/2019	

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4600002835	STELLAR SERVICES INC 70 W 36TH ST - RM 702 NEW YORK, NY 10018-1258 US	SHAREPOINT CONSULTING SERVICES	P	B		F	4	18		600,000	577,489	51,840	22,511	9/1/2014	O	7/31/2019	
4600002836	SUMMIT 7 SYSTEMS INC 71 TOWN CENTER DR NW HUNTSVILLE, AL 35806-2670 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18		150,000	80,512	0	69,488	9/1/2014	O	7/31/2019	
4600002837	PINNACLE ENVIRONMENTAL CORP 200 BROAD ST CARLSTADT, NJ 07072-1904 US	PLANNED ASBESTOS/LEAD/PCB ABATEMENT AND ASBESTOS/LEAD/PCB EMERGENCY RESPONSE SERVICES	C	B		N	N	11		1,250,000	0	0	1,250,000	10/16/2014	O	10/15/2019	
4600002838	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	ON CALL ENVIRONMENTAL SERVICES	P	B		N	N	35		751,666	498,161	205,863	253,505	9/17/2014	O	12/31/2018	
4600002839	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	ON CALL ENVIRONMENTAL SERVICES	P	B		F	N	35		351,666	9,185	0	342,481	9/18/2014	O	5/31/2019	
4600002841	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	PLANNED ASBESTOS/LEAD/PCB ABATEMENT AND ASBESTOS/LEAD/PCB EMERGENCY RESPONSE SVCS AT NYPA FACILITIES	C	B		N	N	11		1,250,000	461,009	190,530	788,991	10/16/2014	O	10/15/2019	
4600002842	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	PLANNED ASBESTOS/LEAD/PCB ABATEMENT AND ASBESTOS/LEAD/PCB EMERGENCY RESPONSE SVCS AT NYPA FACILITIES	C	B		N	N	11		1,250,000	366,195	69,338	883,805	10/16/2014	O	10/15/2019	
4600002845	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	F/D LED LIGHTING FIXTURES & EQUIPMENT FOR METRO NORTH RAILROAD GRAND CENTRAL TERMINAL & ASSORTED SENY PROJECTS	E	B		N	N	5		76,770	61,416	0	15,354	10/14/2014	C		10/13/2017
4600002847	SCE ENVIRONMENTAL GROUP INC 1380 MOUNT COBB RD JEFFERSON TOWNSHIP, PA 18436-3214 US	PLANNED ASBESTOS LEAD/PCB ABATEMENT AND ASBESTOS/LEAD/PCB EMERGENCY RESPONSES SERVICES AT NYPA FACILITIES	C	B		N	N	11		1,250,000	198,472	0	1,051,528	10/16/2014	O	10/15/2019	
4600002848	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	F/D RAB & RENOVA LED LIGHTING EQUIPMENT FOR NYCT PELHAM DIESEL SHOP & ASSORTED SENY PROJECTS	E	B		N	N	5		11,124	0	0	11,124	10/14/2014	C		10/13/2017
4600002849	EMC CORP 176 SOUTH ST HOPKINTON, MA 01748-2230 US	SHAREPOINT CONSULTING SERVICES	P	B		F	N	18		5,000	0	0	5,000	9/1/2014	O	7/31/2019	
4600002850	BLUEMETAL ARCHITECTS INC 44 PLEASANT ST - STE 200 WATERTOWN, MA 02472-2312 US	SHAREPOINT CONSULTING SERVICES	P	B		N	N	18		250,000	212,464	78,451	37,536	9/1/2014	O	7/31/2019	
4600002851	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	SHAREPOINT CONSULTING SERVICES	P	B		N	3	18		5,000	0	0	5,000	10/6/2014	O	7/31/2019	

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4600002852	COLDEN CORP 5842 HERITAGE LANDING DR EAST SYRACUSE, NY 13057-9359 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY SUPPORT SERVICES	S	B		N	N	2		1,500,000	594,967	186,226	905,033	11/1/2014	O	10/31/2019	
4600002853	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY SUPPORT SERVICES	S	B		N	N	2		1,500,000	31,084	0	1,468,916	11/1/2014	O	10/31/2019	
4600002856	HD SUPPLY POWER SOLUTIONS LTD 51 STEELE DR NEW CASTLE, DE 19720-7706 US	HELP PROGRAM - FURNISH & DELIVER BALLASTS & EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		F	N	3		907,495	23,742	0	883,753	10/31/2014	O	10/30/2018	
4600002857	GENERAL ELECTRIC INTERNATIONAL INC 3960 MYSTIC VALLEY PKWY MEDFORD, MA 02155-6920 US	BG: MAIN ROTOR REPAIR	S	B		F	N	2		13,816,773	13,583,396	1,399	233,377	10/20/2014	C		11/17/2017
4600002858	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	GENERAL CULTURAL RESOURCES	P	B		N	N	12		250,000	64,704	21,567	185,296	11/1/2014	O	10/31/2019	
4600002859	PRES SERVICES LLC PRES ENERGY 2430 N FOREST RD - STE 106 GETZVILLE, NY 14068-1557 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31		66,000,000	5,058,834	3,929,120	60,941,166	10/15/2014	O	10/14/2019	
4600002860	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	GENERAL CULTURAL RESOURCES ON AN AS-NEEDED BASIS	P	B		N	3	12		500,000	43,504	13,379	456,496	11/1/2014	O	10/31/2019	
4600002861	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	EPC OF TWO (2) 345KV CAPACITOR BANKS FOR MARCY SOUTH SERIES COMPENSATION PROJECT	E	B		F	N	3		28,020,260	27,365,231	125,057	655,029	10/30/2014	C		12/31/2017
4600002862	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	GENERAL CULTURAL RESOURCE SERVICES	P	B		N	N	12		500,000	61,857	12,459	438,143	11/1/2014	O	10/31/2019	
4600002864	MICHAEL BELLANTONI INC 121 LAFAYETTE AVE WHITE PLAINS, NY 10603-1602 US	SNOW REMOVAL - 5 YEAR AGREEMENT	S	B		N	N	4		550,000	152,023	52,267	397,977	11/10/2014	O	11/9/2019	
4600002866	NIAGARA COATINGS SERVICES INC 8025 QUARRY RD NIAGARA FALLS, NY 14304 US	LPGP LEM HIGH PERFORMANCE COATING PROJECT	C	B		N	N	2		1,311,119	547,207	106,802	763,912	11/13/2014	O	11/12/2020	
4600002867	THE CHAZEN COMPANIES 21 FOX ST POUGHKEEPSIE, NY 12601-4724 US	PD&L SUPPORT SERVICE	P	B		N	N	15		70,122	70,122	0	0	12/15/2014	O	12/14/2019	
4600002869	ESS GROUP INC 10 HEMINGWAY DR - FL 2 RIVERSIDE, RI 02915-2224 US	PD&L SUPPORT SERVICE	P	B		N	N	15		91,850	0	0	91,850	12/15/2014	O	12/14/2019	
4600002870	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	PD&L SUPPORT SERVICE	P	B		N	N	15		38,400	28,900	28,900	9,500	12/15/2014	O	12/14/2019	

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4600002871	HENNINGSON DURHAM&RICHARDSON ARCHITECTURE AND ENGINEERING PC 711 WESTCHESTER AVE - STE 103 WHITE PLAINS, NY 10604-3532 US	PD&L SUPPORT SERVICE	P	B		N	N	15		5,000	0	0	5,000	12/15/2014	O	12/14/2019	
4600002872	THE LOUIS BERGER GROUP INC 48 WALL ST - 16TH FL NEW YORK, NY 10005-2927 US	PD&L SUPPORT SERVICE	P	B		N	N	15		3,207,005	868,352	156,459	2,338,653	12/15/2014	O	12/14/2019	
4600002873	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 3940 GLENBROOK DR HAILEY, ID 83333-8446 US	PD&L SUPPORT SERVICE	P	B		N	N	15		5,000	0	0	5,000	12/15/2014	O	12/14/2019	
4600002874	TETRA TECH INC 6 CENTURY DR - STE 3 PARSIPPANY, NJ 07054-4611 US	PD&L SUPPORT SERVICE	P	B		N	N	15		12,000	7,589	5,576	4,411	12/15/2014	O	12/14/2019	
4600002875	TRC ENVIRONMENTAL CORP 14 GABRIEL DR AUGUSTA, ME 04330-7853 US	PD&L SUPPORT SERVICE	P	B		N	N	15		5,000	0	0	5,000	12/15/2014	O	12/14/2019	
4600002876	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	A	B		N	N	31		1,000,000	170,851	57,035	829,149	10/15/2014	O	10/14/2019	
4600002877	THE RESEARCH FOUNDATION FOR SUNY 35 STATE ST ALBANY, NY 12207-2826 US	GENERAL CULTURAL RESOURCE SERVICES ON AN AS-NEEDED BASIS	P	B		N	N	12		250,000	0	0	250,000	10/16/2014	O	10/31/2019	
4600002879	RFL ELECTRONICS INC 353 POWERVILLE RD BOONTON, NJ 07005-9151 US	RFL OPERATIONS NETWORK EQUIPMENT	E	B		F	N	2		1,012,150	0	0	1,012,150	12/1/2014	C		1/3/2017
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		89,000,000	32,429,366	23,120,038	56,570,634	10/15/2014	O	10/14/2019	
4600002883	ECOSYSTEM/LIRO ENERGY GROUP II JOINT VENTURE 3 AERIAL WAY SYOSSET, NY 11791-5501 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	C	B		N	N	31		5,000,000	0	0	5,000,000	10/15/2014	O	10/14/2019	
4600002884	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	ON-CALL ENGINEERING AND CONSTRUCTION MGMT & OVERSIGHT SERVICES	P	B		N	N	17		30,000,000	16,731,586	8,518,572	13,268,414	1/7/2015	O	12/31/2019	
4600002885	ECOLOGY AND ENVIRONMENT ENGINEERING PC 368 PLEASANT VIEW DR LANCASTER, NY 14086-1316 US	PD&L SUPPORT SERVICES	P	B		N	N	15		5,000	0	0	5,000	12/15/2014	O	12/14/2019	
4600002886	ENERACTIVE SOLUTIONS LLC 150 BROADWAY - STE 802 NEW YORK, NY 10038-4381 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT & OVERSIGHT SVCS.	P	B		N	N	17		2,500,000	92,205	28,629	2,407,795	12/16/2014	O	12/15/2019	
4600002887	JACOBS CIVIL CONSULTANTS INC JACOBS ENGINEERING GROUP INC 2 PENN PLAZA - STE 603 NEW YORK, NY 10121-0101 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT & OVERSIGHT SVCS.	P	B		N	N	17		2,500,000	0	0	2,500,000	12/18/2014	O	12/17/2019	

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4600002888	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ON-CALL ENGINEERING, CONSTRUCTION MANAGEMENT & OVERSIGHT SVCS.	P	B		N	N	17		15,000,000	9,364,699	3,809,995	5,635,301	1/7/2015	O	12/31/2019	
4600002889	BURNS & MCDONNELL ENGINEERING CO INC 108 LEIGUS RD WALLINGFORD, CT 06492-2518 US	PD&L SUPPORT SERVICE	P	B		N	N	15		939,048	755,418	256,182	183,630	12/16/2014	O	12/15/2019	
4600002890	GROM ASSOCIATES INC 1 MAIN ST FLEMINGTON, NJ 08822-1420 US	SAP TEMPORARY PERSONNEL	S	B		N	N	20		1,006,000	763,856	12,470	242,144	1/8/2015	O	12/31/2018	
4600002891	ARCH STREET COMMUNICATIONS INC 31 MAMARONECK AVE - STE 400 WHITE PLAINS, NY 10601-3378 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	3	21		440,253	173,260	138,104	266,993	1/1/2015	O	12/31/2019	
4600002892	THE VISUAL BRAND LLC 24 WHITNEY ST WESTPORT, CT 06880-3735 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21		1,018,269	552,761	433,021	465,508	1/1/2015	O	12/31/2019	
4600002893	E K WARD & ASSOCIATES PO BOX 630 WILLIAMSVILLE, NY 14231-0630 US	EXECUTIVE COACHING SERVICES	P	B		N	4	8		268,804	181,103	70,303	87,701	1/9/2015	O	12/31/2019	
4600002894	LUCIUS PITKIN INC 304 HUDSON ST - 4TH FL NEW YORK, NY 10013-1015 US	ON-CALL FAILURE ANALYSIS AND METALLURGICAL EXAMINATION AND TESTING SERVICES FOR ALL SITES .	P	B		N	N	4		1,000,000	136,904	93,265	863,096	1/8/2015	O	12/31/2019	
4600002895	EME CONSULTING ENGINEERING GROUP LLC 129 W 27TH ST - FL 7 NEW YORK, NY 10001-6206 US	STATEWIDE ENERGY EFFICIENCY PROGRAM	A	B		N	N	31		2,000,000	130,519	0	1,869,481	10/15/2014	O	10/14/2019	
4600002896	CAREER CONCEPTS INC DBA CCI CONSULTING 721 ARBOR WAY-STE 180-HILLCREST II BLUE BELL, PA 19422-1977 US	EXECUTIVE COACHING SERVICES	P	B		F	N	8		203,000	46,434	20,134	156,566	1/9/2015	O	12/31/2019	
4600002897	ITELLIGENCE INC 10856 REED HARTMAN HWY CINCINNATI, OH 45242-2820 US	SUCCESSFACTORS SOFTWARE IMPLEMENTATION CONSULTING	P	B	8	F	N	5		800,000	432,402	93,360	367,598	3/9/2015	C		1/10/2017
4600002898	ATLANTIC TESTING LABORATORIES LTD 6431 US HIGHWAY 11 - PO BOX 29 CANTON, NY 13617-3979 US	ON CALL LABORATORY TESTING & INSPECTION SERVICES FOR STL	P	B		N	3	2		500,000	198,300	82,654	301,700	1/12/2015	O	12/31/2019	
4600002899	HO PENN MACHINERY CO INC 122 NOXON RD POUGHKEEPSIE, NY 12603-2940 US	SCPP: DIESEL GENERATORS INSPECTION, MAINTENANCE & REPAIRS	S	2	8	N	N	1		250,000	67,605	9,570	182,395	1/19/2015	O	1/18/2020	
4600002900	AEIS LLC DBA ATLAS EVALUATION AND INSPECTION 943 E HAZELWOOD AVE RAHWAY, NJ 07065-5633 US	ON-CALL FAILURE ANALYSIS AND METALLURGICAL EXAMINATION AND TESTING SERVICES FOR ALL SITES .	P	B		F	4	2		1,000,000	13,066	1,630	986,934	1/13/2015	O	12/31/2019	

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4600002901	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	ENERGY EFFICIENCY CONEY ISLAND -HOLPHANE & COPPER LED LIGHTING EQUIPMENT	E	B		N	N	5		1,178,111	1,005,360	0	172,751	1/21/2015	O	1/20/2019	
4600002902	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	FLATBUSH BUS DEPOT - F/D HOLPHANE & LITHONIA LED LIGHTING EQUIPMENT	E	B		N	N	5		601,700	511,892	0	89,808	1/21/2015	O	1/20/2019	
4600002903	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	WEST FARM BUS DEPOT FURNISH & DELIVER HOLOPHANE, LITHONIA, DIALIGHT & PHOENIX LED LIGHTING EQUIPMENT	E	B		N	N	5		588,590	508,412	0	80,178	1/21/2015	O	1/20/2019	
4600002904	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	MANHATTANVILLE BUS DEPOT F/D HOLOPHANE, LITHONIA, DIALIGHT LED LIGHTING EQUIPMENT	E	B		N	N	4		811,235	665,451	0	145,784	1/21/2015	O	1/20/2019	
4600002905	ADAM C BOESE DBA DAYLIGHT SAVINGS CO 25 MAIN ST GOSHEN, NY 10924-2162 US	AUDIT SERVICES	A	B		N	N	31		1,000,000	133,563	51,253	866,437	10/15/2014	O	10/14/2019	
4600002907	ENERGY & RESOURCE SOLUTIONS INC 1430 BROADWAY - STE 1609 NEW YORK, NY 10018-3422 US	AUDIT SERVICES	A	B		F	N	31		500,000	271,516	56,058	228,484	10/15/2014	O	10/14/2019	
4600002908	CANNON DESIGN ARCHITECTURE & ENGINEERING PC 2170 WHITEHAVEN RD GRAND ISLAND, NY 14072-2025 US	AUDIT SERVICES	A	B		N	N	31		500,000	15,000	15,000	485,000	10/15/2014	O	10/14/2019	
4600002909	MID-ISLAND ELECTRICAL SUPPLY DBA FOR MIE-TH HOLDINGS LLC 700 CORPORATE BLVD NEWBURGH, NY 12550-6416 US	F/D LIGHTING EQUIPMENT FOR STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY & SENY PROJECTS	E	B		N	N	5		562,400	0	0	562,400	2/11/2015	O	2/10/2019	
4600002910	EVOQUA WATER TECHNOLOGIES LLC DBA FOR EWT HOLDINGS III CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	SENY: DEMINERALIZED WATER TRAILER SERVICES	E	B		F	N	2		10,000,000	2,241,598	762,090	7,758,402	2/1/2015	O	1/31/2020	
4600002911	ACME INDUSTRIAL INC 326-328 FRONT ST STATEN ISLAND, NY 10304 US	SCPP: ON CALL GENERAL MAINTENANCE SERVICES	S	B		N	1	2		2,500,000	1,102,420	392,380	1,397,580	3/2/2015	O	3/1/2020	
4600002912	BOILERMATIC WELDING INDUSTRIES INC 17 PECONIC AVE MEDFORD, NY 11763-3201 US	SCPP: ON CALL GENERAL MAINTENANCE SERVICES	S	B		N	N	2		2,500,000	0	0	2,500,000	3/2/2015	O	3/1/2020	
4600002913	STANTON COMMUNICATIONS INC 1270 AVE OF THE AMERICAS - STE 1800 NEW YORK, NY 10020-1702 US	PUBLIC OUTREACH AND CORPORATE STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21	*	300,573	300,573	300,573	0	3/2/2015	O	12/31/2019	
4600002914	BRAND COOL MARKETING 2300 EAST AVE - STE 1 ROCHESTER, NY 14610-2566 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21		5,000	0	0	5,000	3/2/2015	O	12/31/2019	

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4600002915	M PUBLIC AFFAIRS INC 30 VANDAM ST - FL 3 NEW YORK, NY 10013-1253 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21		348,113	326,929	0	21,184	3/2/2015	O	12/31/2019	
4600002916	CROWLEY WEBB AND ASSOCIATES INC 268 MAIN ST STE 400 BUFFALO, NY 14202 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21		790,174	633,291	276,048	156,883	3/2/2015	O	12/31/2019	
4600002917	POWER ENGINEERS CONSULTING A PROFESSIONAL SERVICE CORP 100 JOHN L DIETSCH SQ NORTH ATTLEBORO, MA 02763-1028 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		F	N	21		5,000	0	0	5,000	3/2/2015	O	12/31/2019	
4600002918	ENERACTIVE SOLUTIONS LLC 700 MATTISON AVE - STE A ASBURY PARK, NJ 07712-7021 US	ENERGY SERVICES	C	B		N	N	31		2,000,000	0	0	2,000,000	10/15/2014	O	10/14/2019	
4600002919	ENSIGN ENGINEERING PC 1111 CALHOUN AVE BRONX, NY 10465-1800 US	ENGINEERING SERVICES	A	B	8	N	3	9		300,000	172,309	93,745	127,691	2/2/2015	O	2/1/2020	
4600002922	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	BG: FERC PART 12 SAFETY INSPECTION FOR THE PUMPED STORAGE	P	B		N	N	3		300,000	41,625	0	258,375	3/13/2015	O	3/12/2020	
4600002927	EPS TECHNOLOGY INC 29 N PLAINS INDUSTRIAL HWY - STE 12 WALLINGFORD, CT 06492-5838 US	SENY: SWITCHYARD REPAIR AND MAINTENANCE	S	B		F	N	2		5,000,000	0	0	5,000,000	4/1/2015	O	3/31/2020	
4600002928	CH2M HILL ENGINEERING PA 9191 S JAMAICA ST ENGLEWOOD, CO 80112-5946 US	PD&L SUPPORT SERVICE	P	B		N	N	15		5,000	0	0	5,000	4/1/2015	O	12/15/2019	
4600002930	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	PD&L SUPPORT SERVICE	P	B		N	N	15		5,000	0	0	5,000	4/1/2015	O	12/15/2019	
4600002932	TCI OF NY LLC PO BOX 936 COEYMANS, NY 12045-0936 US	DISPOSAL OF OIL FILLED ELECTRICAL EQUIPMENT	S	B		N	1	6		1,000,000	122,759	90,784	877,241	1/1/2016	O	3/31/2020	
4600002934	WENDEL ENERGY SERVICES LLC 375 ESSJAY RD - STE 200 WILLIAMSVILLE, NY 14221-5761 US	AUDIT, DESIGN AND TURNKEY SERVICES	S	B		N	N	31		130,000,000	8,248,980	6,432,209	121,751,020	4/6/2015	O	10/14/2019	
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		690,339	189,415	100,063	500,924	5/26/2015	O	5/25/2018	
4600002936	THE VALLEY GROUP INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	DYNAMIC LINE RATING SYSTEMS MAINTENANCE CONTRACT	P	1	8	F	N	1		5,000	0	0	5,000	4/6/2015	O	3/31/2020	
4600002937	EDM INTERNATIONAL INC 4001 AUTOMATION WAY FORT COLLINS, CO 80525-3479 US	MAINTENANCE OF SAGOMETER CONDUCTORS	P	1	8	N	N	1		141,250	84,750	28,250	56,500	4/1/2015	O	3/31/2020	

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4600002938	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 761 MIDDLE ST BRISTOL, CT 06010-7442 US	DISPOSAL OF OIL FILLED ELECTRICAL EQUIPMENT	S	B		N	N	6		5,000	0	0	5,000	1/1/2016	O	3/31/2020	
4600002939	MILIEU INC 235 NOTRE-DAME ST LA PRAIRIE, PQ J5R 1M3 CA	PROVIDE FOR THE OPERATION, MAINTENANCE AND MONITORING OF THE EEL PASSAGE FACILITY AT ST. LAWRENCE POWER PROJECT	S	B		N	N	2		455,800	239,792	77,090	216,008	4/1/2015	O	3/31/2020	
4600002940	RCM TECHNOLOGIES INC 333 WESTCHESTER AVE - STE E2100 WHITE PLAINS, NY 10604-2910 US	CONSTRUCTION MANAGEMENT	S	B		N	N	31		2,000,000	0	0	2,000,000	4/13/2015	O	10/14/2019	
4600002942	MICHAEL BELLANTONI INC 121 LAFAYETTE AVE WHITE PLAINS, NY 10603-1602 US	LAWN AND LANDSCAPING SERVICES - 5 YEAR AGREEMENT	S	B		N	N	4		480,000	139,914	62,526	340,086	4/20/2015	O	4/19/2020	
4600002944	LABELLA ASSOCIATES D P C 300 STATE ST - STE 201 ROCHESTER, NY 14614-1019 US	DESIGN ENGINEERING SERVICES	P	B		N	N	31		1,000,000	114,300	22,892	885,700	4/20/2015	O	10/14/2019	
4600002945	CIRCUIT BREAKER SALES NE INC 79 MAIN ST SEYMOUR, CT 06483-3122 US	SCPP: BREAKER MAINTENANCE SERVICES	S	B		F	N	3		1,000,000	127,510	0	872,490	5/1/2015	O	4/30/2020	
4600002946	AMERICAN ELECTRICAL TESTING CO INC 25 FORBES BLVD UNIT 1 FOXBORO, MA 02035-2873 US	SENY: SWITCHYARD REPAIR AND MAINTENANCE	S	B		F	N	2		5,000,000	1,227,873	366,755	3,772,127	4/24/2015	O	3/31/2020	
4600002947	HAWKINS DELAFIELD & WOOD LLP 28 LIBERTY ST NEW YORK, NY 10005-1401 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12		1,500,000	1,067,799	413,628	432,201	5/26/2015	O	5/25/2018	
4600002948	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12		100,000	4,927	4,927	95,073	5/26/2015	O	5/25/2018	
4600002949	CARTER LEDYARD & MILBURN 2 WALL ST NEW YORK, NY 10005 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		220,000	93,009	39,921	126,991	5/26/2015	O	5/25/2018	
4600002950	STINSON LEONARD STREET LLP STE 800 1775 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-4760 US	ENERGY LEGAL SERVICES	L	B		F	N	10		94,000	18,683	18,683	75,317	5/26/2015	O	5/25/2018	
4600002952	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	ENERGY LEGAL SERVICES	L	B		N	N	10		3,760,000	2,214,090	1,100,091	1,545,910	5/26/2015	O	5/25/2018	
4600002953	JACKSON LEWIS PC 1 N BROADWAY FL 15 WHITE PLAINS, NY 10601-2310 US	GENERAL LEGAL SERVICES	L	B		N	N	22		468,088	147,445	99,565	320,643	5/26/2015	O	5/25/2018	
4600002954	GIBBONS P C 1 GATEWAY CTR - STE 300 NEWARK, NJ 07102-5321 US	GENERAL LEGAL SERVICES	L	B		F	N	22		433,560	312,641	123,965	120,919	4/30/2015	O	5/25/2018	
4600002955	NIXON PEABODY LLP 50 JERICHO QUADRANGLE - STE 300 JERICHO, NY 11753-2728 US	GENERAL LEGAL SERVICES	L	B		N	N	22		250,000	18,746	0	231,254	5/26/2015	O	5/25/2018	

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4600002956	SAGE GROUP CONSULTING INC 3400 HIGHWAY 35 - STE 9 HAZLET, NJ 07730-1247 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B	8	F	N	20		500,000	405,070	226,580	94,930	5/4/2015	O	12/31/2018	
4600002957	HOLLAND & KNIGHT LLP 31 W 52ND ST - 11TH FL NEW YORK, NY 10019-6111 US	ENERGY LEGAL SERVICES	L	B		N	N	10		5,000	0	0	5,000	5/26/2015	O	5/25/2018	
4600002960	BRYANT RABBINO LLP STE 610 1180 AVENUE OF THE AMERICAS NEW YORK, NY 10036-8407 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	4	12		244,480	43,948	0	200,532	5/26/2015	O	5/25/2018	
4600002962	MCCARTER & ENGLISH LLP 245 PARK AVE - FL 27 NEW YORK, NY 10167-2801 US	GENERAL LEGAL SERVICES	L	B		N	N	22		225,000	0	0	225,000	5/26/2015	O	5/25/2018	
4600002963	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON-CALL ENGINEERING SERVICES	S	B		N	N	17		2,548,763	2,202,151	834,103	346,612	7/1/2015	O	12/31/2019	
4600002964	MCKENNA LONG & ALDRIDGE LLP 230 PARK AVE - STE 1700 NEW YORK, NY 10169-0005 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12		5,000	0	0	5,000	5/26/2015	O	5/25/2018	
4600002966	BOND SCHOENECK & KING PLLC ATTORNEYS AT LAW 1 LINCOLN CENTER SYRACUSE, NY 13202-1355 US	ENERGY LEGAL SERVICES	L	B		N	N	10		5,000	0	0	5,000	5/27/2015	O	5/25/2018	
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		281,440	19,232	451	262,208	5/26/2015	O	5/25/2018	
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		339,661	241,212	241,212	98,449	5/26/2015	O	5/25/2018	
4600002969	GONZALEZ SAGGIO & HARLAN LLP 292 MADISON AVE - FL 19 NEW YORK, NY 10017-6313 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		5,000	0	0	5,000	5/26/2015	C		4/26/2017
4600002970	GRAVES HORTON ASKEW & JENKINS LLC 1750 K ST NW - STE 200 WASHINGTON, DC 20006-2322 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		F	4	22		61,912	0	0	61,912	5/26/2015	O	5/25/2018	
4600002971	TOWNE RYAN & PARTNERS P C 450 NEW KARNER RD - STE 101 ALBANY, NY 12205-3898 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	3	22		5,000	0	0	5,000	5/26/2015	O	5/25/2018	
4600002972	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	SENY: ON CALL GENERAL MAINTENANCE SERVICES	S	B		N	N	3		30,000,000	9,902,360	3,786,757	20,097,640	6/1/2015	O	5/31/2020	
4600002973	BARCLAY DAMON LLP 300 S STATE ST SYRACUSE, NY 13202-2024 US	ENERGY LEGAL SERVICES	L	B		N	N	10		500,000	148,853	38,550	351,147	5/26/2015	O	5/25/2018	
4600002974	BARCLAY DAMON LLP 300 S STATE ST SYRACUSE, NY 13202-2024 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		5,000	0	0	5,000	5/26/2015	O	5/25/2018	

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4600002975	BOND SCHOENECK & KING PLLC 1010 FRANKLIN AVE RM 200 GARDEN CITY, NY 11530-2900 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		600,000	319,493	218,122	280,507	5/26/2015	O	5/25/2018	
4600002976	BLEAKLEY PLATT & SCHMIDT LLP 1 N LEXINGTON AVE WHITE PLAINS, NY 10601-1712 US	LEGAL COUNSEL-GENERAL LEGAL SERVICES	L	B		N	N	22		270,000	63,100	63,100	206,900	5/26/2015	O	5/25/2018	
4600002978	GRUNAU COMPANY INC 8302 SOUTHERN BLVD BOARDMAN, OH 44512 US	SENY FIRE ALARM, PROTECTION SYSTEM INSPECTION AND MAINTENANCE SERVICES	S	B		F	N	1		3,000,000	609,856	180,125	2,390,144	7/15/2015	O	7/14/2020	
4600002979	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B	8	N	4	20		2,120,000	1,468,213	834,228	651,787	6/10/2015	O	12/31/2018	
4600002980	NAVIGANT CONSULTING INC 30 S WACKER DR - STE 3100 CHICAGO, IL 60606-7444 US	PROFESSIONAL SERVICES FOR NYPA'S RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13		6,371,364	5,682,546	2,346,390	688,818	7/1/2015	O	6/30/2020	
4600002981	KEMA INC 67 S BEDFORD ST - STE 201 E BURLINGTON, MA 01803-6803 US	PROFESSIONAL SERVICES FOR NYPA'S RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13		308,301	167,881	23,656	140,420	7/1/2015	O	6/30/2020	
4600002982	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 27607-3960 US	PROFESSIONAL SERVICES FOR NYPA'S RELIABILITY STANDARDS AND COMPLIANCE GROUP	P	B		F	N	13	*	339,299	339,299	0	0	7/1/2015	O	6/30/2020	
4600002983	STANDARD SOLAR INC 1355 PICCARD DR - STE 300 ROCKVILLE, MD 20850-4336 US	FURNISH ALL DESIGN SERVICES, LABOR, MATERIAL, AND SUPERVISION TURN-KEY PV SYSTEMS FOR BOTH NEW YORK CITY AND STATEWIDE	E	B		F	N	10		5,000	0	0	5,000	6/15/2015	O	5/19/2020	
4600002984	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	CEMTEK TO PROVIDE CONTINUOUS EMISSION MONITORING SYSTEMS (CEMS)	S	B		N	N	2		1,500,000	721,882	236,846	778,118	4/1/2015	O	3/31/2020	
4600002985	TURF-TEC OF WESTERN NEW YORK INC 5096 LOCKPORT RD LOCKPORT, NY 14094-9630 US	MAINTENANCE SERVICES FOR THE UPKEEP OF THE LAWN AND MEADOW AREASAT THE NIAGARA POWER PROJECT INTAKE AND UPPER OBSERVATION AREAS	S	B		N	3	4		232,962	80,813	36,514	152,149	7/6/2015	O	7/7/2020	
4600002986	CLEARBID INC 48 SENECA ST DOBBS FERRY, NY 10522-1137 US	ON-CALL FAIR MARKET VALUATION AND PROCUREMENT SUPPORT SERVICES	P	B		N	N	3		5,000	0	0	5,000	6/19/2015	O	6/18/2018	
4600002987	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	SAP CONSULTING SERVICES	P	B		F	N	19		11,748,050	10,464,603	7,671,506	1,283,447	7/1/2015	O	6/30/2018	
4600002988	MONTANTE SOLAR DBA FOR TM MONTANTE SOLAR DEVELOP 2760 KENMORE AVE TONAWANDA, NY 14150-7707 US	FURNISH ALL DESIGN SERVICES, LABOR, MATERIAL, AND SUPERVISION TURN-KEY PV SYSTEMS FOR BOTH NEW YORK CITY AND STATEWIDE	E	B		N	N	10		5,000	0	0	5,000	7/10/2015	O	5/19/2020	
4600002989	AERY LIGHTING SUPPLY 3 WESTCHESTER PLZ STE 177 ELMSFORD, NY 10523-1609 US	HELP F/D LIGHTING EQUIPMENT FOR WESTCHESTER COUNTY STREET WIDE	E	B		N	N	7		2,500,000	0	0	2,500,000	7/15/2015	O	7/14/2018	
4600002990	L J GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	S	B		F	N	6		1,739,250	1,001,062	468,020	738,188	7/2/2015	O	7/1/2018	

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4600002991	HILL INTERNATIONAL INC 1 COMMERCE SQ # 17 2005 MARKET ST PHILADELPHIA, PA 19103-1415 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	S	B		F	N	6		1,500,000	1,028,943	498,751	471,057	7/2/2015	O	7/1/2018	
4600002992	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	S	B		N	N	6		700,000	367,565	141,515	332,435	7/2/2015	O	7/1/2018	
4600002993	DONIA & ASSOCIATES LLC 128 NEWTON ST APT 6A BROOKLYN, NY 11222-4862 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	S	B		F	4	6		300,000	0	0	300,000	7/2/2015	O	7/1/2018	
4600002994	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	ENERGY EFFICIENCY STAFF AUGMENTATION SERVICES	S	B		F	4	6		2,320,000	1,401,621	871,463	918,379	7/2/2015	O	7/1/2018	
4600002995	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	HELP F/D LIGHTING EQUIPMENT FOR WESTCHESTER COUNTY STREET WIDE	E	B		N	N	7		2,500,000	0	0	2,500,000	7/15/2015	O	7/14/2018	
4600002996	A-1 TECHNOLOGY INC 115 BROADWAY RM 1304 NEW YORK, NY 10006-1626 US	SAP CONSULTING SERVICES	P	B		N	4	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600002997	GROM ASSOCIATES INC 1 MAIN ST FLEMINGTON, NJ 08822-1420 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600002998	HEWLETT PACKARD CO PO BOX 101149 ATLANTA, GA 30392-1149 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600002999	NTT DATA INC 100 CITY SQ BOSTON, MA 02129-3721 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600003000	QUINTEL-MC INC 5910 S UNIVERSITY BLVD STE C18-193 GREENWOOD VILLAGE, CO 80121-2879 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600003001	SAGE GROUP CONSULTING INC 3400 HIGHWAY 35 - STE 9 HAZLET, NJ 07730-1247 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600003002	SIERRA INFOSYS INC 6001 SAVOY DR STE 210 HOUSTON, TX 77036-3322 US	SAP CONSULTING SERVICES	P	B		F	4	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600003003	U-TEGRATION INC 5177 RICHMOND AVE STE 530 HOUSTON, TX 77056-6799 US	SAP CONSULTING SERVICES	P	B	8	F	N	19		7,178,456	5,971,676	3,261,352	1,206,780	7/1/2015	O	6/30/2018	
4600003004	GYANSYS INC 702 ADAMS ST CARMEL, IN 46032-7541 US	SAP CONSULTING SERVICES	P	B		F	N	19		200,000	0	0	200,000	7/1/2015	O	6/30/2018	
4600003005	TOTAL ELECTRICAL DISTRIBUTORS INC 388 SOUTH AVE STATEN ISLAND, NY 10303-1411 US	HELP F/D LIGHTING FIXTURES	E	B	7	N	3	2		119,516	103,670	0	15,846	7/14/2015	C		7/13/2017
4600003006	LUMEN LIGHT SOLUTIONS LLC 969 MIDLAND AVE YONKERS, NY 10704-1027 US	HELP - F/D LIGHTING FIXTURES WESTCHESTER COUNTY STREET WIDE	E	B		N	N	7		2,500,000	806,049	0	1,693,951	7/15/2015	O	7/14/2018	

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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	24,685	4,841	48,045	7/14/2015	O	7/13/2020	
4600003009	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ON-CALL ENGINEERING SERVICES	S	B			N	17		5,001	0	0	5,001	7/14/2015	O	12/31/2019	
4600003010	C & S ENGINEERS INC 499 COL EILEEN COLLINS BLVD SYRACUSE, NY 13212-3931 US	ON-CALL ENGINEERING SERVICES	S	B			N	17		104,531	29,337	29,337	75,194	7/15/2015	O	12/31/2019	
4600003011	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	17		1,327,139	457,808	210,892	869,331	9/21/2015	O	12/31/2019	
4600003012	DENTONS US LLP 230 PARK AVE - STE 1700 NEW YORK, NY 10169-0005 US	BOND, UNDERWRITER AND DISCLOSURE COUNSEL SERVICES	L	B		N	N	12		5,000	0	0	5,000	5/26/2015	O	5/25/2018	
4600003013	ALTRAN US CORP 1 ADVANTAGE CT - STE A BORDENTOWN, NJ 08505-9630 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	17		956,178	542,597	461,654	413,581	9/22/2015	O	12/31/2019	
4600003014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ON-CALL ENGINEERING SERVICES	S	B		F	N	17		725,550	272,443	67,914	453,107	7/27/2015	O	12/31/2019	
4600003015	NAVIGANT CONSULTING INC 1180 PEACHTREE ST NE - STE 1900 ATLANTA, GA 30309-7525 US	ON-CALL FAIR MARKET VALUATION AND PROCUREMENT SUPPORT SERVICES	P	B		N	N	3		5,000	0	0	5,000	7/24/2015	O	6/30/2018	
4600003016	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	HELP - F/D LIGHTING FIXTURES FOR COLLEGE POINT BUS DEPOT, ANNE HUTCHINSON SCHOOL, HARBOR SHOP & ASSORTED SENY PROJECTS	E	B		N	N	1		366,424	205,428	11,760	160,996	7/15/2015	O	7/14/2018	
4600003017	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	ON-CALL ENGINEERING SERVICES	S	B		N	4	17		168,920	146,338	29,072	22,582	7/15/2015	O	12/31/2019	
4600003018	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	ON-CALL ENGINEERING SERVICES	S	B			N	17		5,001	0	0	5,001	7/15/2015	O	12/31/2019	
4600003019	MOTT MACDONALD LLC DBA FOR MOTT MACDONALD INC 400 BLUE HILL DR STE 100 WESTWOOD, MA 02090-2164 US	ON-CALL ENGINEERING SERVICES	S	B		N	N	17		168,557	0	0	168,557	7/15/2015	C		10/12/2017
4600003020	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	HELP - F/D LIGHTING FIXTURES FOR ASSORTED PROJECTS	E	B		N	N	1		108,190	46,384	0	61,806	7/17/2015	O	7/19/2018	
4600003023	REALTIME UTILITY ENGINEERS INC 2908 MARKETPLACE DR - STE 100 FITCHBURG, WI 53719-5318 US	ON-CALL ENGINEERING SERVICES	S	B		N	N	17		1,000,000	782,148	136,072	217,852	7/1/2015	O	12/31/2019	
4600003024	22ND CENTURY TECHNOLOGIES INC 1 EXECUTIVE DR - STE 285 SOMERSET, NJ 08873-4024 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		350,000	158,552	105,543	191,448	8/1/2015	O	7/31/2018	

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4600003026	ARTECH INFORMATION SYSTEMS LLC 360 MOUNT KEMBLE AVE - STE 2 MORRISTOWN, NJ 07960-6662 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		1,409,000	737,929	358,851	671,071	8/1/2015	O	7/31/2018	
4600003027	CARLYLE CONSULTING SERVICES INC 641 LEXINGTON AVE - STE 1526 NEW YORK, NY 10022 US	IT TEMPORARY PERSONNEL	S	B	8	N	1	74		5,810,000	3,934,369	1,079,235	1,875,631	8/1/2015	O	7/31/2018	
4600003028	CLARUSTEC INC 347 PLAINFIELD AVE - STE 104 EDISON, NJ 08817-3163 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		20,000	0	0	20,000	8/1/2015	O	7/31/2018	
4600003029	DONNELLY & MOORE CORP DBA FOR DONNELLY & MOORE INC 14 WALL ST - FL 20 NEW YORK, NY 10005-2123 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		2,305,145	1,436,165	839,063	868,980	8/1/2015	O	7/31/2018	
4600003030	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		1,113,000	619,643	322,590	493,357	8/1/2015	O	7/31/2018	
4600003031	GARNET RIVER LLC 60 RAILROAD PL - STE 501 SARATOGA SPRINGS, NY 12866-3048 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		250,000	150,666	36,281	99,334	8/1/2015	O	7/31/2018	
4600003032	INDOTRONIX INTERNATIONAL CORP 331 MAIN ST - STE 108 POUGHKEEPSIE, NY 12601-3145 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		400,000	232,690	68,498	167,310	8/1/2015	O	7/31/2018	
4600003033	MINDLANCE INC 1095 MORRIS AVE - UNIT 101A UNION, NJ 07083-7143 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		3,470,000	1,685,508	1,206,127	1,784,492	8/1/2015	O	7/31/2018	
4600003034	NEOTECRA INC 40 EXCHANGE PL - STE 1301 NEW YORK, NY 10005-2741 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		90,000	33,600	0	56,400	8/1/2015	O	7/31/2018	
4600003035	SOFTWARE GUIDANCE & ASSISTANCE INC 200 WHITE PLAINS RD - STE 475 TARRYTOWN, NY 10591-5805 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		2,443,838	2,022,580	815,566	421,258	8/1/2015	O	7/31/2018	
4600003036	TRIGYN TECHNOLOGIES INC 100 METROPLEX DR - STE 101 EDISON, NJ 08817-2684 US	IT TEMPORARY PERSONNEL	S	B	8	N	N	74		2,352,000	1,025,937	569,213	1,326,063	8/1/2015	O	7/31/2018	
4600003037	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		838,000	692,473	237,843	145,527	8/1/2015	O	7/31/2018	
4600003038	SYSTEM EDGE (USA) LLC FL 4 555 US RTE 1 S-WOODBRIDGE TOWE ISELIN, NJ 08830 US	IT TEMPORARY PERSONNEL	S	B	8	N	4	74		20,000	0	0	20,000	8/1/2015	O	7/31/2018	
4600003039	CMA CONSULTING SERVICES DBA FOR CURRIER MCCABE & ASSOC INC 700 TROY SCHENECTADY RD LATHAM, NY 12110-2456 US	IT TEMPORARY PERSONNEL	S	B	8	N	3	74		250,000	63,690	0	186,310	8/1/2015	O	7/31/2018	

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4600003040	BIO-ONE INC 47 HUDSON HOLLOW RD SHOKAN, NY 12481-5339 US	BIO-ONE TO PROVIDE INFECTIOUS DISEASE RESPONSE AND CRIME SCENE CLEAN UP	S	B		N	N	1		50,000	2,785	0	47,215	8/18/2015	O	7/31/2018	
4600003041	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55441-3743 US	SCPP: CHILLER MAINTENANCE SERVICES	S	B		N	N	2		5,000,000	927,712	590,752	4,072,288	8/17/2015	O	8/16/2020	
4600003042	RUBY CANYON ENGINEERING INC 743 HORIZON CT - STE 385 GRAND JUNCTION, CO 81506-8741 US	VERIFICATION SERVICES OF REPORTED INVENTORY FOR CLIMATE REGISTRY	P	B		N	N	1		5,000	0	0	5,000	7/1/2015	O	12/31/2019	
4600003043	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	ROOF MOUNTED PV SYSTEM NY CITY SCHOOLS PHASE II	E	B		N	N	10		1,157,426	985,438	0	171,988	9/1/2015	O	5/19/2020	
4600003044	MUNICIPAL TESTING LABORATORY INC 375 RABRO DR - PO BOX 14124 HAUPPAUGE, NY 11788-4227 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	397,963	271,930	1,602,037	9/11/2015	O	9/10/2020	
4600003045	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	SERVICES OF SPECIAL CONSULTANT	P	B		N	4	6		2,000,000	0	0	2,000,000	9/30/2015	O	9/29/2020	
4600003046	TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC 11835 QUEENS BLVD - STE 1000 FOREST HILLS, NY 11375-7200 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	183,344	139,364	1,816,656	9/30/2015	O	9/29/2020	
4600003047	HAKS ENGINEERS ARCHITECTS & LAND SURVEYORS P C 40 WALL ST - FL 11 NEW YORK, NY 10005-1357 US	SERVICES OF SPECIAL INSPECTION CONSULTANT	P	B		N	N	6		2,000,000	0	0	2,000,000	9/30/2015	O	9/29/2020	
4600003048	CLARKSON UNIVERSITY 8 CLARKSON AVE POTSDAM, NY 13699 US	RIVER FLOW FORECASTS	P	2	8	N	N	1		249,800	53,850	53,850	195,950	9/10/2015	O	12/31/2018	
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	136,855	12,242	863,145	9/11/2015	O	9/10/2018	
4600003050	TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC 70 PLEASANT HILL RD - PO BOX 37 MOUNTAINVILLE, NY 10953 US	K-SOLAR EXPEDITOR SERVICES	P	B		N	N	6		1,000,000	5,480	0	994,520	9/11/2015	O	9/10/2018	
4600003051	CORE FACILITY SERVICES LLC 150 E 42ND ST - RM 701 NEW YORK, NY 10017-5688 US	BUILDING ENGINEERING SERVICES	S	B	8	N	N	3		4,500,000	2,330,736	1,055,525	2,169,264	10/1/2015	O	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	413,915	413,915	35,085	10/5/2015	O	10/4/2018	
4600003056	THE BRATTLE GROUP INC 44 BRATTLE ST CAMBRIDGE, MA 02138-3736 US	PROJECT FINANCE ADVISORY SERVICES	P	B		F	N	7		5,000	0	0	5,000	10/5/2015	O	10/4/2018	

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4600003058	M G MCLAREN PC 100 SNAKE HILL RD WEST NYACK, NY 10994 US	UNDERWATER INSPECTION SERVICES - NYPA FACILITIES	S	C		N	N	8		500,000	60,315	44,665	439,685	1/1/2016	O	12/31/2020	
4600003059	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	UNDERWATER INSPECTION SERVICES @ NYPA FACILITIES	S	C		N	1	8		1,500,000	569,675	507,111	930,325	1/1/2016	O	12/31/2020	
4600003060	WELLFORD PORTFOLIO MANAGEMENT LLC 110 E 42ND ST - RM 1310 NEW YORK, NY 10017-8529 US	PROJECT FINANCE ADVISORY SERVICES	P	B		N	N	7		5,000	0	0	5,000	1/12/2016	O	10/21/2018	
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		300,000	0	0	300,000	11/2/2015	O	11/1/2018	
4600003063	FIREFLY ENERGY CONSULTING LLC 4227 CALCULUS DR DALLAS, TX 75244-7314 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	3	16		200,000	0	0	200,000	11/2/2015	O	11/1/2018	
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		F	N	16		600,000	10,018	10,018	589,982	11/2/2015	O	11/1/2018	
4600003065	KEMA INC 67 S BEDFORD ST - STE 201 E BURLINGTON, MA 01803-6803 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16		200,000	0	0	200,000	11/2/2015	O	11/1/2018	
4600003066	ICF RESOURCES LLC 9300 LEE HIGHWAY FAIRFAX, VA 22031-6050 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16		1,100,000	213,678	196,096	886,322	11/2/2015	O	11/1/2018	
4600003067	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16		400,000	20,804	20,804	379,196	11/2/2015	O	11/1/2018	
4600003068	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	PROGRAM STRATEGY AND DEVELOPMENT CONSULTING SERVICES	P	B		F	N	16		300,000	0	0	300,000	11/2/2015	O	11/1/2018	
4600003069	IEM ENERGY CONSULTANTS INC 5200 BIRCHWOOD CT NW ALEXANDRIA, MN 56308 US	SENY: CONSULTING SERVICES FOR LONG TERM SERVICE AGREEMENTS	P	2	8	F	N	1		750,000	169,084	102,373	580,916	11/23/2015	C		11/14/2017
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	11,097	617	738,903	2/22/2016	O	2/21/2021	
4600003071	CEC STUYVESANT COVE INC DBA SOLAR ONE 37 W 26TH ST - RM 209 NEW YORK, NY 10010-1129 US	TEACHER WORKSHOPS IN SUPPORT OF K-SOLAR THROUGHOUT NYS	P	2	8	N	N	1		250,000	23,292	7,504	226,708	11/23/2015	O	11/22/2018	
4600003073	KIVVIT DBA FOR ASGK PUBLIC STRATEGIES LLC 200 VARICK ST - STE 201 NEW YORK, NY 10014-4871 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	21		566,692	363,040	104,963	203,652	3/2/2015	O	12/31/2019	
4600003075	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 761 MIDDLE ST BRISTOL, CT 06010-7442 US	WASTE DISPOSAL AND RECYCLING SERVICES AND TRANSPORTATION OF DOT HAZARDOUS MATERIALS HAZARDOUS WASTE UNIVERSAL & INDUSTRIAL WASTE	S	B		F	N	2		2,000,000	613,921	397,925	1,386,079	1/1/2016	O	12/31/2020	

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4600003076	TRADEBE ENVIRONMENTAL SERVICES LLC 47 GRACEY MERIDEN, CT 06451 US	WASTE DISPOSAL AND RECYCLING SERVICES	S	B		F	N	2		2,000,000	165,520	78,356	1,834,480	1/1/2016	O	12/31/2020	
4600003077	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1 EDEN LN FLANDERS, NJ 07836-8950 US	WASTE DISPOSAL AND RECYCLING SERVICES	S	B		F	N	2		2,000,000	12,472	12,472	1,987,528	1/1/2016	O	12/31/2020	
4600003078	CYCLE CHEM INC 201 S 1ST ST ELIZABETH, NJ 07206-1502 US	WASTE DISPOSAL AND RECYCLING SERVICES AND TRANSPORTATION OF DOT HAZARDOUS MATERIALS HAZARDOUS WASTE UNIVERSAL & INDUSTRIAL WASTE	S	B		F	N	2		1,200,000	41,945	26,863	1,158,055	1/1/2016	O	12/31/2018	
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	26,931	25,120	273,069	1/1/2016	O	12/31/2020	
4600003081	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	STATEWIDE: EMERGENCY REPAIRS AND MAINTENANCE ON ALL OF THE AUTHORITY'S ABB SF6 CIRCUIT BREAKERS	S	1	5	F	N	1		500,000	0	0	500,000	1/1/2016	O	12/31/2020	
4600003082	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENGINEERING SERVICES IN THE UPSTATE NEW YORK AND SENY AREAS FOR THE ENERGY SERVICES DEPT.	A	B		N	N	26		965,204	76,793	38,535	888,411	12/28/2015	C		9/30/2017
4600003084	BRG MACHINERY CONSULTING LLC 3241 PLANK RD NORTH GARDEN, VA 22959-2324 US	SENY: CONSULTING SERVICES TO PROVIDE SUPPORT ON ALL MAJOR ROTATING MACHINERY AND NUOVO PIGNONE GAS COMPRESSORS	P	B		F	N	1		5,000,000	1,379,124	576,004	3,620,876	1/20/2016	O	1/19/2021	
4600003085	C D PERRY LLC PO BOX 866 TROY, NY 12181-0866 US	UPGRADE OF TAINTER GATES AT CRESCENT HYDRO	C	B		N	1	3		2,444,593	1,975,884	1,684,325	468,709	1/28/2016	O	3/30/2018	
4600003091	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	MAXIMO CONSULTING SERVICES	P	B		N	N	7		500,000	0	0	500,000	1/20/2016	O	1/19/2021	
4600003093	FULCRUM FACILITIES SERVICES DBA THE FULCRUM GROUP 80 BROAD ST - STE 1601 NEW YORK, NY 10004-2209 US	EXPEDITED IMPLEMENTATION SERVICES, REGIONS 2,3,4,5 AND 7	C	B		F	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003094	CDM CONSTRUCTORS INC 60 CROSSWAYS PARK W - STE 340 WOODBURY, NY 11797-2018 US	EXPEDITED IMPLEMENTATION SERVICES FOR REGIONS 2,3,4,5,6 AND 7.	C	B		F	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003095	DYNAMIC MECHANICAL CONTRACTORS INC 2900 WESTCHESTER AVE STE 207 PURCHASE, NY 10577-2551 US	EXPEDITED IMPLEMENTATION SERVICES FOR REGIONS 2,3 AND 7	C	B		N	N	20		20,000,000	2,408,518	2,408,518	17,591,482	9/28/2015	O	9/28/2020	

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4600003096	LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	EXPEDITED IMPLEMENTATION SERVICES FOR REGIONS 1,2,3,4,6 AND 7.	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003097	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	EXPEDITED IMPLEMENTATION SERVICES FOR REGIONS 1,2,3,4,6 AND 7.	C	B		F	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003098	CENTER FOR INTERNET SECURITY INC 31 TECH VALLEY DR EAST GREENBUSH, NY 12061-4134 US	MANAGED SECURITY SERVICES	S	B		N	N	4		5,000	0	0	5,000	3/2/2016	O	12/31/2020	
4600003099	BAY CRANE SERVICE INC 11-02 43RD AVE LONG ISLAND CITY, NY 11101-9717 US	SENY: CRANE RENTAL WITH OPERATOR SERVICES	E	B		N	N	2		4,000,000	187,398	134,510	3,812,602	1/25/2016	O	1/24/2021	
4600003100	GENCON CONSTRUCTION CO 393 SMITH RD SHIRLEY, NY 11967-2214 US	SENY: CRANE RENTAL WITH OPERATOR SERVICES	E	B		N	1	2		1,000,000	0	0	1,000,000	1/25/2016	O	1/24/2021	
4600003102	STARBOARD CONSULTING LLC 2170 W STATE ROAD 434 - STE 124 LONGWOOD, FL 32779-4976 US	MAXIMO CONSULTING SERVICES	P	B		F	3	7		2,500,000	1,206,072	764,769	1,293,928	1/20/2016	O	1/20/2021	
4600003103	TOTAL RESOURCE MANAGEMENT INC 510 KING ST STE 300 ALEXANDRIA, VA 22314-3132 US	MAXIMO CONSULTING SERVICES	P	B		F	N	7		1,500,000	393,152	24,192	1,106,848	1/20/2016	O	1/20/2021	
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	
4600003106	ALTRAN US CORP 1 ADVANTAGE CT - STE A BORDENTOWN, NJ 08505-9630 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	F	N	40		444,445	0	0	444,445	5/9/2016	O	12/31/2020	
4600003107	ERNST & YOUNG LLP 5 TIMES SQ NEW YORK, NY 10036-6540 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		400,000	0	0	400,000	2/1/2016	O	1/31/2021	
4600003108	GARNET RIVER LLC 60 RAILROAD PL - STE 501 SARATOGA SPRINGS, NY 12866-3048 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	N	40		400,000	0	0	400,000	6/20/2016	O	12/31/2020	
4600003109	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRE RETARDANT CLOTHING (FRC) FOR UPSTATE SITES (B-G, CEC, NIA, STL AND WPO)	E	B		F	N	4		360,000	261,936	51,265	98,064	12/4/2015	C		3/31/2017
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	1	40		400,000	0	0	400,000	3/14/2016	O	1/31/2021	

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4600003114	KMQ ENTERPRISES INC DBA TAILWIND ASSOCIATES 1462 ERIE BLVD SCHENECTADY, NY 12305-1026 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	N	3	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	62,180	226,413	6/20/2016	O	12/21/2020	
4600003117	A & A MAINTENANCE ENTERPRISE INC 965 MIDLAND AVE YONKERS, NY 10704-1027 US	JANITORIAL SERVICES	S	B		N	N	7		6,837,660	2,410,879	1,378,223	4,426,781	1/1/2016	O	12/31/2020	
4600003118	HAGERMAN & COMPANY INC 505 SUNSET CT - PO BOX 139 MT ZION, IL 62549-1522 US	BLUECIELO MERIDIAN CONSULTING SERVICES	P	B		F	N	2		1,000,000	129,289	15,195	870,711	2/5/2016	O	2/4/2019	
4600003119	BAC ELECTRICAL CONSTRUCTION CO INC 648 COMMERCE ST THORNWOOD, NY 10594-1328 US	ELECTRICAL CONTRACTORS	C	B	8	N	N	3		600,000	170,492	94,288	429,508	1/1/2016	O	12/31/2020	
4600003120	BLUECIELO ECM SOLUTIONS INC 411 EAGLEVIEW BLVD STE 109 EXTON, PA 19341-1167 US	BLUECIELO MERIDIAN CONSULTING SERVICES	P	B		F	N	2		1,000,000	0	0	1,000,000	2/5/2016	O	2/4/2019	
4600003121	HEALY ELECTRIC CONTRACTING INC 4 FISHER LANE WHITE PLAINS, NY 10603 US	ELECTRICAL CONTRACTORS	C	B	8	N	N	3		600,000	210,132	193,155	389,868	1/1/2016	O	12/31/2020	
4600003122	CENTER FOR INTERNET SECURITY INC 31 TECH VALLEY DR EAST GREENBUSH, NY 12061-4134 US	CYBER SECURITY SERVICES	S	B		F	N	4		5,200,000	612,011	608,772	4,587,989	2/12/2016	O	2/11/2021	
4600003123	BETTE & CRING LLC 18438 US ROUTE 11 WATERTOWN, NY 13601-5699 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003124	SMARTEDGE DBA FOR BUILDING CONTROLS&SERVICES 4 PEUQUET PKWY TONAWANDA, NY 14150-2413 US	EXPEDITED IMPLEMENTATION SERVICES	S	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003125	WILLDAN ENERGY SOLUTIONS INC 88 PINE ST - FL 18 NEW YORK, NY 10005 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		F	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003127	PRES SERVICES LLC PRES ENERGY 2430 N FOREST RD - STE 106 GETZVILLE, NY 14068-1557 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	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		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003130	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	

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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	4,398	4,398	55,602	2/22/2016	O	12/31/2020	
4600003133	JOHN W DANFORTH CO 300 COLVIN WOODS PKWY TONAWANDA, NY 14150-6976 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		N	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003134	NRG ENERGY INC 211 CARNEGIE CTR PRINCETON, NJ 08540-6299 US	EXPEDITED IMPLEMENTATION SERVICES	C	B		F	N	20		10,000,000	0	0	10,000,000	9/28/2015	O	9/28/2020	
4600003135	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	FURNISH AND DELIVER LIGHTING FIXTURES	E	B		N	N	3		5,000	0	0	5,000	2/23/2016	O	2/21/2019	
4600003136	VAN NESS FELDMAN LLP 1050 THOMAS JEFFERSON ST NW WASHINGTON, DC 20007-3877 US	ENERGY LEGAL SERVICES	L	B		N	N	10		2,652,742	2,085,676	1,031,734	567,066	5/26/2015	O	5/25/2018	
4600003137	GOODMART LIGHTING AND ELECTRICAL SUPPLY 232 MADISON AVE FL 3 NEW YORK, NY 10016-2953 US	F & D LIGHTING FIXTURES	E	B		N	N	3		1,516,474	445,435	289,642	1,071,039	2/23/2016	O	2/21/2019	
4600003140	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	BGIS SOFTWARE SUPPORT SERVICES -	S	2	8	N	N	1		540,000	221,037	118,290	318,963	12/1/2015	O	11/30/2020	
4600003141	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		F	N	21		4,625,000	3,188,701	2,092,791	1,436,299	4/1/2016	O	3/31/2019	
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		5,000	0	0	5,000	4/1/2016	O	3/31/2019	
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	0	0	10,000,000	9/28/2016	O	9/28/2020	
4600003144	TURBOPROP EAST INC 836 STATE RD NORTH ADAMS, MA 01247-3027 US	AIRCRAFT MAINTENANCE - 2016-2021	S	B	8	N	N	3		2,500,000	1,791,222	1,742,489	708,778	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		685,780	503,903	133,067	181,877	3/30/2016	O	3/29/2019	

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4600003146	POWER ENGINEERING INC 16632 MILLIKAN AVE - STE B IRVINE, CA 92606-5008 US	SPECIALTY FIELD SUPPORT SERVICES, TESTING, ANALYSIS AND ENGINEERING SERVICES - AT VARIOUS NYPA HYDRO GENERATING FACILITIES	P	B		F	N	3		3,860,000	1,783,468	1,610,115	2,076,532	5/2/2016	O	5/1/2021	
4600003147	SCHNEIDER ELECTRIC SOFTWARE LLC 33 COMMERCIAL ST FOXBORO, MA 02035-5309 US	WONDERWARE/INTELATRAC MAINTENANCE, SOFTWARE, TRAINING, LABOR	S	B	8	N	N	1		165,157	90,797	46,069	74,360	1/1/2016	C		12/31/2017
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		340,000	148,526	72,570	191,474	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		160,000	0	0	160,000	4/4/2016	O	4/3/2021	
4600003151	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	10		250,000	0	0	250,000	4/4/2016	O	4/3/2021	
4600003152	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	FERC PART 12 SAFETY INSPECTION FOR CRESCENT & VISCHER FERRY HYDROELECTRIC PROJECTS	P	B		N	N	5		62,138	62,138	30,474	0	4/4/2016	O	4/3/2021	
4600003153	BUREAU VERITAS NORTH AMERICA INC 390 BENMAR DR - STE 100 HOUSTON, TX 77060-2922 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	N	8		900,000	149,844	87,569	750,156	3/30/2016	O	3/29/2019	
4600003154	NPTS INC 2060 SHERIDAN DR BUFFALO, NY 14223-1470 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	4	8		900,000	171,854	120,282	728,146	4/6/2015	O	4/5/2019	
4600003155	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON-CALL QUALITY ASSURANCE ENGINEERING AND INSPECTION SERVICES	P	B		N	N	8		900,000	0	0	900,000	4/6/2015	O	4/5/2019	
4600003156	NAVIGANT CONSULTING INC 685 3RD AVE - FL 14 NEW YORK, NY 10017-4024 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	21		1,485,011	793,811	793,811	691,200	4/1/2016	O	3/31/2019	
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		2,305,972	0	0	2,305,972	4/5/2016	O	3/31/2019	
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		915,700	658,846	522,633	256,854	4/4/2016	O	3/31/2019	
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		1,000,000	0	0	1,000,000	4/4/2016	O	3/31/2019	
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	138,050	91,845	186,950	4/1/2016	O	3/31/2021	

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4600003163	THE SEARCH PARTNERSHIP LLC LINDA M PAUL 1308 WASHINGTON VALLEY RD BRIDGEWATER, NJ 08807-1429 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		59,000	15,152	15,152	43,848	4/7/2016	O	3/31/2019	
4600003164	FIREFLY ENERGY CONSULTING LLC 4227 CALCULUS DR DALLAS, TX 75244-7314 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B			3	21		5,000	0	0	5,000	4/1/2016	O	3/31/2019	
4600003165	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	OSHA ANNUAL CRANE INSPECTION/CERTIFICATION SERVICES	P	B		N	N	3		375,000	113,267	30,921	261,733	4/7/2016	O	4/6/2021	
4600003167	GILBERT TWEED ASSOCIATES INC 415 MADISON AVE NEW YORK, NY 10017-1111 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	N	N	7		5,000	0	0	5,000	4/12/2016	O	3/31/2019	
4600003168	ENERGEIAWORKS LLC PO BOX 567 ASBURY PARK, NJ 07712-0567 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		5,000	0	0	5,000	4/13/2016	O	3/31/2019	
4600003170	KORN/FERRY INTERNATIONAL 1900 AVENUE OF THE STARS - STE 2600 LOS ANGELES, CA 90067-4507 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	F	N	7		5,000	0	0	5,000	4/1/2016	O	3/31/2019	
4600003171	THE BURGESS GROUP - CORPORATE RECRUITERS INTERNATIONAL INC PO BOX 2224 - CHURCH ST STATION NEW YORK, NY 10101-2221 US	EXECUTIVE RECRUITMENT SERVICES	P	C	1	N	4	7		5,000	0	0	5,000	4/11/2016	O	3/31/2019	
4600003173	HITACHI MITSUBISHI HYDRO CORP TANACHI NIKKO 29-14 SHIBA 5-CHOME MINATO-KU TOKYO, 13 1080014 JP	HOME ENGINEERING SERVICES	A	2	5	F	N	1		500,000	36,000	14,400	464,000	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		30,000,000	202,802	202,802	29,797,198	9/28/2015	O	9/28/2020	
4600003180	SIEMENS INDUSTRY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	STL SAMAC SUPPORT	P	2	8	N	N	1		837,666	25,807	25,807	811,859	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		500,000	93,420	0	406,580	7/1/2016	O	6/30/2021	
4600003182	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B	8	N	4	20		700,000	447,628	328,615	252,372	5/16/2016	O	12/31/2018	
4600003183	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	VERTICAL MOTOR OPERATED DISCONNECT SWITCHES	E	B		F	N	1		1,721,542	1,142,074	1,142,074	579,468	7/6/2016	C		6/30/2017

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4600003184	JOHN CRANE INC 6400 OAKTON ST MORTON GROVE, IL 60053-2725 US	JOHN CRANE MECHANICAL SEALS FOR 500MW GAS COMPRESSORS	E	B		F	N	1		625,000	270,000	180,000	355,000	7/14/2016	O	7/13/2019	
4600003185	JANUS SOFTWARE INC DBA JANUS ASSOCIATES 4 HIGH RIDGE PARK - STE 200 STAMFORD, CT 06905-1325 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	F	3	40		400,000	29,871	17,750	370,129	7/20/2016	O	12/31/2020	
4600003186	ANIXTER INC 51 STEELE DR NEW CASTLE, DE 19720-7706 US	HELP PROGRAM - FURNISH & DELIVER BALLAST & EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		F	N	3		871,901	7,458	6,146	864,443	7/25/2016	C		10/30/2017
4600003187	GENERAL ELECTRIC INTERNATIONAL INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	500MW - EQUIPMENT SERVICE AND MAINTENANCE - 5 YR VALUE CONTRACT	P	B		F	N	2		7,500,000	411,416	284,516	7,088,584	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 ANS SUBSTATION ASSETS	P	B		F	N	29		6,500,000	264,212	264,212	6,235,788	9/1/2016	O	8/31/2021	
4600003190	BURNS & MCDONNELL CONSULTANTS INC BURNS & MCDONNELL CONSULTANTS PC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	ON CALL ENGINEERING SERVICES FOR TRANSMISSION ANS SUBSTATION ASSETS	P	B		F	N	29		5,000,000	0	0	5,000,000	9/1/2016	O	8/31/2021	
4600003191	CAI SERVICES P C PO BOX 1124 JACKSON, MI 49204-1124 US	ON CALL ENGINEERING SERVICES FOR TRANSMISSION ANS SUBSTATION ASSETS	P	B		F	N	29		4,250,000	0	0	4,250,000	9/1/2016	O	8/31/2021	
4600003192	SNC LTD 150 STATE ST - STE 120 ROCHESTER, NY 14614-1353 US	ON CALL ENGINEERING SERVICES FOR TRANSMISSION ANS SUBSTATION ASSETS	P	B		N	N	29		5,000,000	0	0	5,000,000	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 ANS SUBSTATION ASSETS	P	B		N	N	29		4,250,000	0	0	4,250,000	9/1/2016	O	8/31/2021	
4600003194	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	ON-CALL GENERAL CONTRACTING SERVICES	C	B	8	N	N	5		3,181,902	1,896,721	1,451,786	1,285,181	8/1/2016	O	12/31/2018	
4600003195	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CYBER SECURITY CONSULTING SERVICES	P	B	8	F	N	40		400,000	0	0	400,000	9/1/2016	O	12/31/2020	
4600003196	WSP USA CORP 512 7TH AVE NEW YORK, NY 10018-4603 US	A/E AND DESIGN SERVICES FOR AN EMERGENCY ENERGY CONTROL CENTER	A	B		N	N	12		741,817	517,805	517,805	224,012	8/18/2016	O	8/17/2019	
4600003197	REACT INDUSTRIES INC 3402 REVIEW AVE LONG ISLAND CITY, NY 11101-3242 US	HVAC SERVICES	S	B		N	1	3		200,000	43,144	13,020	156,856	8/19/2016	C		7/31/2017
4600003198	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	CRANE RENTAL "AS NEEDED" - NIA	E	B		N	1	2		375,000	0	0	375,000	8/22/2016	O	8/21/2020	

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4600003199	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	CRANE RENTAL "AS NEEDED" - NIA	E	B		N	N	2		375,000	5,500	5,500	369,500	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	843,129	744,886	1,156,871	8/23/2016	O	8/22/2021	
4600003201	SIGNAL PERFECTION LTD SUBSIDIARY OF AVI-SPL INC 6301 BENJAMIN RD - STE 101 TAMPA, FL 33634-5115 US	NYPA CONFERENCE ROOM AV UPGRADE	E	B		N	N	3		3,000,000	630,871	630,871	2,369,129	9/1/2016	O	8/31/2019	
4600003202	VEOLIA ES TECHNICAL SOLUTIONS LLC DBA FOR VEOLIA NORTH AMERICA INC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	BATTERIES, LIGHT BALLASTS AND LAMP RECYCLING/DISPOSAL	S	B		N	N	2		328,309	276,101	268,077	52,208	8/2/2017	O	9/30/2021	
4600003203	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	SENY GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4		300,000	20,969	15,357	279,031	10/1/2016	O	9/30/2021	
4600003204	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	SENY GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4		300,000	183,164	178,845	116,836	10/1/2016	O	9/30/2021	
4600003206	ARCADIS US INC 655 3RD AVE - 12TH FL NEW YORK, NY 10017-5617 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		N	N	10		2,000,000	3,578	3,578	1,996,422	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	550,536	550,536	1,449,464	9/13/2016	O	9/12/2021	
4600003209	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	SENY GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	4		175,000	0	0	175,000	10/1/2016	O	9/30/2021	
4600003210	DATROSE 660 BASKET RD WEBSTER, NY 14580-9782 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	4	47		54,113	0	0	54,113	9/28/2016	O	9/27/2019	
4600003211	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	4	47		569,575	52,096	52,096	517,479	9/28/2016	O	9/27/2019	
4600003212	ASR INTERNATIONAL CORP 580 OLD WILLETS PATH HAUPPAUGE, NY 11788-4106 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		410,423	164,535	164,535	245,888	9/28/2016	O	9/27/2019	
4600003213	INFINITY CONSULTING SOLUTIONS INC 462 7TH AVE - FL 2 NEW YORK, NY 10018-7847 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	

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4600003214	KFORCE INC 1001 E PALM AVE TAMPA, FL 33605-3551 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	
4600003215	MINDLANCE INC 1095 MORRIS AVE - UNIT 101A UNION, NJ 07083-7143 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		F	N	47		1,892,814	705,233	699,598	1,187,581	9/28/2016	O	9/27/2019	
4600003216	REINHARD-MADISON APPROACH STAFFING DBA MADISON APPROACH STAFFING INC 45 KNOLLWOOD RD - STE 101 ELMSFORD, NY 10523-2806 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	3	47		650,105	308,580	242,165	341,525	9/28/2016	O	9/27/2019	
4600003217	LANCESOFT INC 13454 SUNRISE VALLEY DR - STE 120 HERNDON, VA 20171-3278 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		579,998	208,687	208,687	371,311	9/28/2016	O	9/27/2019	
4600003218	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		F	N	47		1,293,723	348,816	348,816	944,907	9/28/2016	O	9/27/2019	
4600003219	NEXUS STAFFING INC 99 TULIP AVE - STE 105 FLORAL PARK, NY 11001-1927 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	4	47		1,219,110	467,768	467,768	751,342	9/28/2016	O	9/27/2019	
4600003220	SOLOMON PAGE GROUP LLC 260 MADISON AVE - FL 3 NEW YORK, NY 10016-2401 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	
4600003221	TTI OF USA INC 150 BROADWAY - STE 1500 NEW YORK, NY 10038-4376 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		N	N	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	
4600003222	VTECH SOLUTION INC 1100 H ST NW - STE 450 WASHINGTON, DC 20005-5479 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		F	N	47		199,980	62,714	62,714	137,266	9/28/2016	O	9/27/2019	
4600003223	NATIONAL INSULATION & GC CORP 180 MILLER PL HICKSVILLE, NY 11801-1826 US	INSULATION CONTRACT FOR SENY	C	B		N	N	2		500,000	0	0	500,000	10/10/2016	O	10/9/2021	
4600003224	WISENGINEERING LLC 3159 SCHRADER RD DOVER, NJ 07801-5735 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		F	4	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	
4600003225	RFJ INSULATION CONTRACTOR INC 232-C ORINOCO DR BRIGHTWATERS, NY 11718 US	INSULATION CONTRACT FOR SENY	C	B		N	N	2		500,000	193,072	179,278	306,928	10/10/2016	O	10/9/2021	
4600003226	RANGAM CONSULTANTS INC 270 DAVIDSON AVE STE 103 SOMERSET, NJ 08873-4141 US	TEMPORARY STAFFING FOR NYPA WIDE SUPPORT	S	B		F	N	47		5,000	0	0	5,000	9/28/2016	O	9/27/2019	
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	131,446	131,446	3,868,554	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	E	B		N	4	3		562,500	26,848	26,848	535,652	11/1/2016	O	10/31/2020	

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4600003229	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	LIGHTING FIXTURE REMOVAL/INSTALLATION AT NYPA PROJECTS	E	B		N	4	3		562,500	0	0	562,500	11/1/2016	O	10/31/2020	
4600003230	ALSTOM RENEWABLE US LLC 8000 E MAPLEWOOD AVE STE 105 GREENWOOD VILLAGE, CO 80111-4727 US	MOTOR GENERATOR THRUST BEARING COMPONENTS - NIA	E	B		F	N	2		2,719,897	0	0	2,719,897	4/1/2017	C		4/1/2017
4600003231	PREDATOR PEST CONTROL INC 16042 83RD ST HOWARD BEACH, NY 11414-2945 US	PEST CONTROL SERVICES WPO	S	B		N	N	7		175,000	15,873	13,373	159,127	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	E	B		F	N	6		750,000	372,146	119,302	377,854	11/1/2016	O	10/31/2021	
4600003233	AWS TRUEPOWER LLC 463 NEW KARNER RD ALBANY, NY 12205-3821 US	RENEWABLE DEVELOPMENT ENGINEERING SUPPORT	A	B		N	N	14		500,000	51,600	51,600	448,400	11/1/2016	O	10/31/2021	
4600003234	ANGELA WOODS 139 VILLA AVE YONKERS, NY 10704-2319 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		25,000	0	0	25,000	12/1/2016	O	11/30/2018	
4600003235	C2 MARKETING LLC CARA ZAMBRI 340 BROADWAY SCHENECTADY, NY 12305-2520 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		33,620	8,620	8,620	25,000	12/1/2016	O	11/30/2018	
4600003236	EILEEN BURTOFF 215 W 75TH ST - APT #11F NEW YORK, NY 10023-1713 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		25,000	1,908	1,908	23,092	12/1/2016	O	11/30/2018	
4600003237	THINKERSDESIGN STEPHANIE TOTHILL 328 COMMERCE ST HAWTHORNE, NY 10532-1958 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	N	10		25,000	1,267	1,267	23,733	12/1/2016	O	11/30/2018	
4600003238	ARTCONIC JOHNNY MARMOLEJOS 65 FORT WASHINGTON AVE - APT 57 NEW YORK, NY 10032-4635 US	COMPUTER DESIGN AND PRODUCTION SERVICES	P	B		N	4	10		5,000	0	0	5,000	12/1/2016	O	11/30/2018	
4600003240	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	ON-CALL EMERGENCY SPILL RESPONSE, CLEAN-UP & DISPOSAL SERVICES	S	B		N	N	7		646,771	4,530	4,530	642,241	1/1/2017	O	5/31/2019	
4600003252	BURNS & MCDONNELL CONSULTANTS INC BURNS & MCDONNELL CONSULTANTS PC 9400 WARD PKWY KANSAS CITY, MO 64114-3319 US	RENEWABLE WIND DEVELOPMENT ENGINEERING SUPPORT	P	B		F	N	14		500,000	0	0	500,000	1/2/2017	O	12/31/2021	
4600003253	DNV KEMA RENEWABLES INC 1400 RAVELLO RD KATY, TX 77449-5164 US	RENEWABLE WING 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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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		1,017,000	759,409	759,409	257,591	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		132,250	118,875	118,875	13,375	1/1/2017	O	12/31/2021	
4600003257	THE BRATTLE GROUP INC 44 BRATTLE ST CAMBRIDGE, MA 02138-3736 US	CONSULTING SERVICES FOR RISK MANAGEMENT	P	B		F	N	13		391,000	252,383	252,383	138,617	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		25,500	12,270	12,270	13,230	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	4	15		1,000,000	335,356	335,356	664,644	12/22/2016	O	12/21/2018	
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		7,500	0	0	7,500	1/1/2017	O	12/31/2021	
4600003262	NAES CORP 1 COLLINS DR - STE 100 CARNEYS POINT, NJ 08069 US	SCPP: O&M	S	B		F	N	5		38,000,000	5,430,670	5,430,670	32,569,330	1/1/2017	O	12/31/2021	
4600003263	RFL ELECTRONICS INC 353 POWERVILLE RD BOONTON, NJ 07005-9151 US	RFL OPERATIONS NETWORK EQUIPMENT	E	B		F	N	2		747,360	0	0	747,360	12/29/2016	C		1/3/2017
4600003264	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	RFL OPERATIONS NETWORK EQUIPMENT	E	B	8	F	N	2		717,827	529,629	529,629	188,198	12/29/2016	O	12/3/2018	
4600003266	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	SKILLS ENHANCEMENT TRAINING	P	B	6	F	N	5		367,900	105,202	105,202	262,698	1/9/2017	O	1/8/2020	
4600003267	LEWIS TREE SERVICE INC 300 LUCIUS GORDON DR W HENRIETTA, NY 14586 US	RIGHT OF WAY VEGETATION MANAGEMENT	S	B		N	N	6		11,000,000	2,402,300	2,402,300	8,597,700	1/12/2017	O	12/31/2020	
4600003269	CARLISI CONSULTING GROUP LLC CATHERINE J CARLISI PO BOX 503 GRANBY, CT 06035-0503 US	COACHING AND TRAINING SERVICES	P	C		F	N	2		200,000	48,235	48,235	151,765	2/1/2017	O	1/31/2018	
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	148,570	148,570	1,851,430	2/7/2017	O	2/6/2021	
4600003273	ALLEN CHASE ENTERPRISES INC 24 COUNTY ROUTE 1A OSWEGO, NY 13126-5912 US	BARE GROUND WEED CONTROL PROJECT CLARK ENERGY CENTER	S	B		N	N	3		200,000	28,724	28,724	171,276	2/14/2017	O	2/13/2021	

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4600003275	APOGEE TRANSLITE INC 593 ACORN ST DEER PARK, NY 11729-3617 US	FURNISH & DELIVER MTA METRO NORTH: GRAND CENTRAL TERMINAL LED PLATFORM LIGHTING	E	B		N	N	6		2,582,294	0	0	2,582,294	3/13/2017	O	2/14/2020	
4600003276	SENTRY EQUIPMENT CORP 966 BLUE RIBBON CIR N OCONOMOWOC, WI 53066-8666 US	500MW CHEMISTRY ANALYZER PANEL MONTHLY MAINTENANCE & SERVICE	S	B		F	N	1		450,000	18,627	18,627	431,373	2/17/2017	O	2/16/2022	
4600003277	ZINTER HANDLING INC 4313 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	ON CALL CRANE, HOIST AND MONORAILS REPAIR SERVICES	S	2	1	N	1	1		100,000	4,080	4,080	95,920	3/2/2017	O	3/1/2018	
4600003278	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	CRESCENT STOP LOG BEAM ASSEMBLY & ON-CALL SHOP SERVICES	E	B	6	N	1	1		95,000	41,140	41,140	53,860	3/8/2017	O	1/22/2018	
4600003279	NORTHEAST PROFESSIONAL ENGINEERING CONSULTANTS LLC 108 NEW PARK AVE - UNIT 3 N FRANKLIN, CT 06254-1807 US	ON-CALL CRANE & HOIST CONSULTING SERVICES	P	B		N	N	5		2,750,000	0	0	2,750,000	3/16/2017	O	3/15/2022	
4600003280	STANTEC CONSULTING SERVICES INC 475 5TH AVE FL 12 NEW YORK, NY 10017-7239 US	ON-CALL CRANE & HOIST CONSULTING SERVICES	P	B		N	N	5		2,750,000	0	0	2,750,000	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 SVS FOR POLLUTION PREVENTION PLAN, CEC EMERGENCY ENERGY CONTROL CENTER	A	2	8	N	N	1		50,000	22,700	22,700	27,300	3/10/2017	O	3/9/2018	
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		5,000	0	0	5,000	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	3	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	4	35		5,000	0	0	5,000	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	51,000	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	3	35		5,000	0	0	5,000	4/1/2017	O	3/31/2022	
4600003290	VTECH SOLUTION INC 1100 H ST NW - STE 450 WASHINGTON, DC 20005-5479 US	PERMANENT STAFFING SEARCH SERVICES	S	B		F	N	35		5,000	0	0	5,000	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	

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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	3	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		5,000	0	0	5,000	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	4	35		5,000	0	0	5,000	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	3	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 11951 FREEDOM DR STE 1366 RESTON, VA 20190-5686 US	NYEM DEEP SUB-METERING	S	B	8	F	N	15		20,000,000	143,988	143,988	19,856,012	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	147,042	147,042	652,958	4/3/2017	O	4/2/2020	
4600003301	TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC 11835 QUEENS BLVD - STE 1000 FOREST HILLS, NY 11375-7200 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	N	11		312,242	1,176	1,176	311,066	5/30/2017	O	5/29/2020	
4600003302	ATLANTIC TESTING LABORATORIES LTD 6431 US HIGHWAY 11 - PO BOX 29 CANTON, NY 13617-3979 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	3	11		392,415	0	0	392,415	6/6/2017	O	6/5/2020	
4600003303	CME ASSOCIATES INC 403 E TAFT RD NORTH SYRACUSE, NY 13212-3734 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	3	11		300,000	0	0	300,000	6/23/2017	O	6/8/2020	

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4600003304	MUNICIPAL TESTING LABORATORY INC 375 RABRO DR - PO BOX 14124 HAUPPAUGE, NY 11788-4227 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	N	11		300,000	0	0	300,000	6/15/2017	O	6/14/2020	
4600003305	HAIDER ENGINEERING PC 91 TOLEDO ST FARMINGDALE, NY 11735-6620 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	4	11		300,000	0	0	300,000	6/23/2017	O	6/22/2020	
4600003306	ADVANCE TESTING CO INC PO BOX 15124 CAMPBELL HALL, NY 10916 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	N	11		300,000	0	0	300,000	6/23/2017	O	6/22/2020	
4600003307	RJR ENGINEERING PC 23 MECHANIC ST - PO BOX 344 SPRINGVILLE, NY 14141-0344 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	2	11		335,802	25,656	25,656	310,146	6/23/2017	O	6/22/2020	
4600003308	ACE ELEVATOR INSPECTION CORP PO BOX 1046 N TONAWANDA, NY 14120-2915 US	ON-CALL TESTING AND INSPECTION SERVICES	P	B		N	N	11		300,000	0	0	300,000	6/26/2017	O	6/25/2020	
4600003310	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CONSULTING SERVICES FOR THE PREPARATION OF THE FERC RELICENSING OF THE GREGORY B. JARVIS POWER PROJECT PHASE II	P	B		N	N	2		714,423	0	0	714,423	6/1/2017	O	5/31/2022	
4600003311	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	CRANE & HOIST ON-CALL MAINTENANCE & REPAIR SERVICES	S	B		F	N	4		2,750,000	103,065	103,065	2,646,935	5/3/2017	O	12/31/2021	
4600003312	PIEDMONT HOIST & CRANE INC #345 789 PRE-EMPTION RD - PO BOX 41 GENEVA, NY 14456-2069 US	CRANE & HOIST ON-CALL MAINTENANCE & REPAIR SERVICES	S	B		N	N	4		2,750,000	0	0	2,750,000	5/3/2017	O	12/31/2021	
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	77,410	77,410	329,170	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	151,805	151,805	1,348,195	6/1/2017	O	5/31/2021	
4600003317	ALSTOM RENEWABLE US LLC 8000 E MAPLEWOOD AVE STE 105 GREENWOOD VILLAGE, CO 80111-4727 US	LPGP - DESIGN-SUPPLY MGEN THRUST BEARING COMPONENTS	E	B		F	N	1		3,038,522	0	0	3,038,522	6/9/2017	O	12/31/2024	
4600003318	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	CONSTRUCTION OF EMERGENCY ENERGY CONTROL CENTER	C	B		N	N	2		12,000,000	521,311	521,311	11,478,689	6/1/2017	O	12/30/2018	

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4600003319	COGNIZANT TECHNOLOGY SOLUTIONS U S CORP 211 QUALITY CIR COLLEGE STATION, TX 77845-4470 US	IT CO SOURCING SERVICES	P	B		F	N	39		5,000,000	0	0	5,000,000	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		5,000,000	0	0	5,000,000	6/14/2017	O	6/13/2022	
4600003321	DELOITTE CONSULTING LLP 30 ROCKEFLLER PLAZA NEW YORK, NY 10112-0015 US	IT CO-SOURCING SERVICES	P	B		N	N	39		5,000,000	1,315,712	1,315,712	3,684,288	6/14/2017	O	6/13/2022	
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 AT STL	P	B		N	N	1		410,000	113,173	113,173	296,827	7/1/2017	O	6/30/2022	
4600003326	CONDUENT INCORPORATED CONDUENT HR CONSULTING LLC 420 LEXINGTON AVE RM 2220 NEW YORK, NY 10017-2220 US	WPO: BENEFITS CONSULTING SERVICES	P	B		N	N	7		360,119	12,953	12,953	347,166	7/6/2017	O	12/15/2018	
4600003327	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	DFR/PMU NETWORK EQUIPMENT	E	B	7	N	4	3		473,803	387,657	387,657	86,146	7/17/2017	O	7/16/2019	
4600003328	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	MAINTENANCE: NIAGARA EXHIBITS	S	2	1	N	N	1		359,436	35,577	35,577	323,859	1/1/2017	O	12/31/2019	
4600003329	UTILITY SYSTEMS INC DBA FOR MAGNETIC INSTRUMENTATION 8431 CASTLEWOOD DR INDIANAPOLIS, IN 46250-1534 US	DFR/PMU NETWORK EQUIPMENT	E	B	8	N	N	1		865,870	47,275	47,275	818,595	7/24/2017	O	7/23/2022	
4600003334	JGB ENTERPRISES INC 115 METROPOLITAN DR - PO BOX 209 LIVERPOOL, NY 13088-9000 US	FURNISH AND DELIVER AIR COMPRESSOR MOTORS FOR NEW YORK CITY TRANSIT'S SIGNAL DEPARTMENT	E	B		N	N	4		475,678	0	0	475,678	8/4/2017	O	8/4/2019	
4600003335	ACADIA ENERGY CORPORATION #1A 2765 BUFFALO RD ROCHESTER, NY 14624-1319 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003336	ADVANCED MICROGRID SOLUTIONS INC STE 200 25 STILLMAN STREET SAN FRANCISCO, CA 94107-1379 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003337	AMERESCO INC 111 SPEEN ST STE 410 FRAMINGHAM, MA 01701-2090 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003338	BURNS & MCDONNELL CONSULTANTS INC BURNS & MCDONNELL CONSULTANTS PC 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	

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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	
4600003340	DCO ENERGY LLC 5429 HARDING HWY BLDG 500 MAYS LANDING, NJ 08330-2264 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 MECHANICAL CONTRACTORS 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	GLOBAL RESOURCE OPTIONS INC DBA GROSOLAR 205 BILLINGS FARM RD STE 4 WHITE RIVER JUNCTION, VT 05001-5401 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	
4600003345	HITACHI AMERICA LTD 50 PROSPECT AVE TARRYTOWN, NY 10591-4625 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	N	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	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003355	SOLARCITY CORP TESLA ENERGY 3055 CLEARVIEW WAY SAN MATEO, CA 94402-3709 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003356	STEM INC 100 ROLLINS ROAD MILLBRAE, CA 94030-3115 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003357	THE RYAN COMPANY INC STE 1200 5445 DTC PARKWAY GREENWOOD VILLAGE, CO 80111-3090 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003358	UGE USA INC STE 1103 330 W 38TH STREET NEW YORK, NY 10018-8446 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		N	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003359	VIRIDITY ENERGY SOLUTIONS INC 1801 MARKET ST PHILADELPHIA, PA 19103-1628 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003361	DIRECT ENERGY BUSINESS MARKETING LLC 194 WOOD AVE S - FL 2 ISELIN, NJ 08830-2710 US	DISTRIBUTED ENERGY PROJECTS AT THE AUTHORITY'S CUSTOMER FACILITIES	S	B		F	N	29		10,000,000	0	0	10,000,000	9/1/2017	O	8/31/2022	
4600003362	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NIAGARA FALLS, NY 14304-4221 US	NIAGARA EHS PROFESSIONAL	P	B		N	N	4		2,100,000	0	0	2,100,000	9/1/2017	O	8/31/2022	
4600003363	CORE ENVIRONMENTAL CONSULTANTS INC 2312 WEHRLE DR BUFFALO, NY 14221-7021 US	SAMPLINGS AND ANALYSIS FOR THE AUTHORITY'S SENY SITES	S	B		N	3	2		5,000	0	0	5,000	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	248	248	499,752	8/31/2017	O	8/30/2022	
4600003365	BURNS & MCDONNELL CONSULTANTS INC BURNS & MCDONNELL CONSULTANTS PC 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	0	0	500,000	11/13/2017	O	8/30/2022	

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4600003367	CORPORATE COUNSELING ASSOCIATES INC 475 PARK AVE S - FL 5 NEW YORK, NY 10016 US	EMPLOYEE ASSISTANCE PROGRAM SERVICES FOR NYPA AND CANALS EMPLOYEES	P	B		N	N	4		250,000	7,650	7,650	242,350	9/1/2017	O	8/31/2022	
4600003368	OCCUPATIONAL SAFETY & ENVIRONMENTAL ASSOCIATION INC 3730 CALIFORNIA RD STE A ORCHARD PARK, NY 14127-1795 US	NIAGARA EHS PROFESSIONAL	P	B		N	3	4		300,000	0	0	300,000	9/1/2017	O	8/31/2022	
4600003369	SIENNA ENVIRONMENTAL TECHNOLOGIES LLC 350 ELMWOOD AVE BUFFALO, NY 14222-2204 US	NIAGARA EHS PROFESSIONAL	P	B		N	4	4		300,000	0	0	300,000	9/1/2017	O	8/31/2022	
4600003370	GREAT LAKES ENVIRONMENTAL & SAFETY CONSULTANTS INC 50 RIDGE RD BUFFALO, NY 14218-1011 US	NIAGARA EHS PROFESSIONAL	P	B		N	N	4		300,000	0	0	300,000	9/1/2017	O	8/31/2022	
4600003372	RTDS TECHNOLOGIES INC 100-150 INNOVATION DR WINNIPEG, MB R3T 2E1 CA	FDI AND COMMISSION SIMULATOR(S) FOR AGILE THAT WOULD PROVIDE MVSS AND ALLOW FOR FUTURE EXPANSION	E	B		F	N	2		4,000,000	0	0	4,000,000	9/11/2017	O	9/10/2022	
4600003373	OPAL-RT TECHNOLOGIES INC 1751 RICHARDSON - STE 2525 MONTREAL, QC H3K 1G6 CA	FDI AND COMMISSION SIMULATOR(S) FOR AGILE THAT WOULD PROVIDE MVSS AND ALLOW FOR FUTURE EXPANSION	E	B		F	N	2		4,000,000	0	0	4,000,000	9/29/2017	O	9/28/2022	
4600003374	GENERAL ELECTRIC INTERNATIONAL INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	500MW: LONG TERM SERVICE AND EXTENDED PARTS AGREEMENT "LTSEPA"	S	B		F	N	3		131,000,000	0	0	131,000,000	9/27/2017	O	9/26/2041	
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		103,000	0	0	103,000	10/12/2017	O	10/11/2020	
4600003377	MOTT MACDONALD NY INC 1400 BROADWAY - FL 30 NEW YORK, NY 10018-5330 US	ON-CALL ENGINEERING SERVICES	A	B		N	N	17		230,557	20,500	20,500	210,057	10/4/2017	O	12/31/2019	
4600003379	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	SENY: BREAKER MAINTENANCE AND REPAIR CONTRACT	S	B		F	N	3		2,500,000	0	0	2,500,000	11/20/2017	O	11/19/2022	
4600003380	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	SENY: BREAKER MAINTENANCE & REPAIR CONTRACT	S	B		F	N	3		2,500,000	0	0	2,500,000	11/1/2017	O	10/31/2022	
4600003381	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		N	N	11		105,000	0	0	105,000	10/12/2017	O	10/11/2020	
4600003382	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	TRAINING SERVICES - MANAGE EXECUTION AND EXECUTE	P	B		F	N	11		103,000	0	0	103,000	10/12/2017	O	10/11/2020	

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4600003383	KJR CONSULTING LLC 1239 EDGELL RD STE LL FRAMINGHAM, MA 01701-3064 US	BUILD TALENT AND LEARN	P	B		F	N	15		142,600	0	0	142,600	11/1/2017	O	10/31/2020	
4600003384	R G VANDERWEIL ENGINEERS PC 274 SUMMER ST BOSTON, MA 02210-1136 US	DESIGN SERVICES FOR UNIVERSITY OF ALBANY COMBINED HEAT & POWER PROJECT (CHP)	P	B		F	N	8		1,800,000	0	0	1,800,000	12/13/2017	O	12/13/2019	
4600003385	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	BUILD TALENT AND LEARN	P	B		N	N	15		105,000	0	0	105,000	11/1/2017	O	10/31/2020	
4600003386	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	BUILD TALENT AND LEARN	P	B		F	N	15		103,000	0	0	103,000	11/1/2017	O	10/31/2020	
4600003387	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		F	N	28		12,000,000	0	0	12,000,000	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 FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		N	N	28		3,250,000	0	0	3,250,000	11/1/2017	O	10/31/2022	
4600003389	DAVID GROARKE INDIGO ADVISORY GROUP LLC 544 UNION AVE BROOKLYN, NY 11211-1209 US	DIGITAL UTILITY STRATEGIC PARTNERSHIP FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		N	N	28		3,250,000	0	0	3,250,000	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 FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		F	N	28		3,250,000	0	0	3,250,000	11/1/2017	O	10/31/2022	
4600003392	MARS DISCOVERY DISTRICT 101 COLLEGE ST - STE 401 TORONTO, ON M5G 1L7 CA	DIGITAL UTILITY STRATEGIC PARTNERSHIP FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		F	N	28		3,250,000	0	0	3,250,000	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		50,000	0	0	50,000	11/1/2017	O	10/31/2020	
4600003394	DEVELOPMENT DIMENSIONS INTERNATIONAL INC 1225 WASHINGTON PIKE - STE 200 BRIDGEVILLE, PA 15017-2838 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		F	N	15		50,000	0	0	50,000	11/1/2017	O	10/31/2020	
4600003395	MIND GYM USA INC 9 E 37TH ST 6TH FL NEW YORK, NY 10016-2822 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		50,000	0	0	50,000	11/1/2017	O	10/31/2020	
4600003396	CAITLIN DRAGO INSPIRE IMPROV AND COACHING 1809 WAYNEPORT RD MACEDON, NY 14502-9112 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	3	15		50,000	0	0	50,000	11/1/2017	O	10/31/2020	

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4600003397	KULVINDER KAUR JASWAL IGNITION COACHING LLC PO BOX 634 RYE, NY 10580-0634 US	ENERGIZE THE ORGANIZATION, COMMUNICATE AND COLLABORATE	P	B		N	N	15		50,000	0	0	50,000	11/1/2017	O	10/31/2020	
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		3,000,000	0	0	3,000,000	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		3,000,000	0	0	3,000,000	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 CONTRACTOR SERVICES	C	B		N	3	3		3,000,000	0	0	3,000,000	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	7,101	7,101	542,899	11/14/2017	O	11/22/2020	
4600003407	LECHASE CONSTRUCTION SERVICES LLC 1473 ERIE BLVD SCHENECTADY, NY 12305-1004 US	ON CALL GENERAL CONTRACTOR SERVICES	C	B		N	N	3		3,000,000	0	0	3,000,000	12/1/2017	O	11/30/2022	
4600003408	SCULLY CONSTRUCTION LLC 141 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	ON CALL GENERAL CONTRACTOR SERVICES	C	B		N	N	3		3,000,000	0	0	3,000,000	12/1/2017	O	11/30/2022	
4600003410	HYDRO TECH INC 65 INDUSTRIAL COURT B SAULT STE MARIE, ON P6B 5Z9 CA	JARVIS HYDROELECTRIC PROJECT UNIT 1 LIFE EXTENSION MODIFICATIONS	C	B		F	N	1		433,143	0	0	433,143	11/17/2017	O	11/16/2018	
4600003411	TITAN ROOFING INC 200 TAPLEY ST SPRINGFIELD, MA 01104-2827 US	CRESCENT & VISCHER FERRY BUILDINGS ROOF REPLACEMENT PROJECT	C	B		F	4	2		579,000	0	0	579,000	11/21/2017	O	9/28/2018	
4600003412	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	SCPP: CO CATALYST WASH AND REFURBISHMENT	S	B		F	N	3		2,000,000	0	0	2,000,000	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 FOR MANAGEMENT CONSULTING TECHNOLOGY EXECUTION, ISOC AND NYEM SUPPORT AND TRAINING	P	B		N	N	28		3,250,000	0	0	3,250,000	12/8/2017	O	10/31/2022	
4600003415	FISHER ASSOCIATES PE LS LA DPC 135 CALKINS RD ROCHESTER, NY 14623-4255 US	REGIONAL SURVEYING & MAPPING SERVICES - NEW YORK STATEWIDE	P	B		N	N	19		3,166,667	0	0	3,166,667	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 & MAPPING SERVICES - NEW YORK STATEWIDE	P	B		N	N	19		3,166,667	0	0	3,166,667	12/19/2017	O	12/18/2022	
4600003419	ADIRONDACK ENVIRONMENTAL SERVICES I 314 N PEARL ST ALBANY, NY 12207 US	ON-CALL ENVIRONMENTAL TESTING SERVICES	S	2	8	N	N	1		100,000	0	0	100,000	12/18/2017	O	12/17/2018	
4600003420	GEOD CORP 24 KANOUSE ROAD NEWFOUNDLAND, NJ 07435-1510 US	REGIONAL SURVEYING & MAPPING SERVICES - NEW YORK STATEWIDE	A	B		N	N	19		3,166,667	0	0	3,166,667	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	0	0	7,000,000	12/18/2017	O	12/17/2019	
4600003423	AECOM USA INC 125 BROAD ST NEW YORK, NY 10004-2400 US	PROGRAM PROJECT MANAGEMENT	A	B		N	N	14		8,250,000	0	0	8,250,000	12/19/2017	O	12/31/2022	
4600003426	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	PROGRAM PROJECT MANAGEMENT	A	B		F	N	14		8,250,000	0	0	8,250,000	12/19/2017	O	12/31/2018	
4600003427	ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI 1 GUSTAVE L LEVY PL # 1057 NEW YORK, NY 10029-6504 US	OCCUPATIONAL HEALTH & MEDICAL CONSULTATION SERVICES	P	B		N	N	2		455,875	0	0	455,875	12/19/2017	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	0	0	1,000,000	12/26/2017	O	9/12/2021	
		WPO TOTALS								4,930,659,480	2,004,822,945	562,099,013	2,925,836,535				

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

TOTAL NUMBER OF CONTRACTS	1461
TOTAL CONTRACT VALUE	$4,930,659,480
TOTAL EXPENDED TO DATE	$2,004,822,945
TOTAL EXPENDED IN REPORT YEAR	$562,099,013

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	929
TOTAL NUMBER CLOSED CONTRACTS	532

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	1188
TOTAL NUMBER SOLE SOURCE	99
TOTAL NUMBER SINGLE SOURCE	122
TOTAL NUMBER COMP SEARCH	36
TOTAL NUMBER MWBE/SBE	16

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	62
TOTAL NUMBER CONSTRUCTION	153
TOTAL NUMBER EQUIP/GOODS/COMMODITY	361
TOTAL NUMBER LEGAL SERVICES	38
TOTAL NUMBER PERSONAL SERVICES	367
TOTAL NUMBER OTHER NON PERSONAL SERVICES	480

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500194752	MAILFINANCE INC 478 WHEELERS FARMS RD MILFORD, CT 06461-9105 US	MAIL MACHINE RENTAL	E	B	7	N	N	1		13,596	13,596	0	0	9/22/2010	C		1/31/2017
4500230111	CRYSTAL ROCK LLC DBA FOR CRYSTAL ROCK HOLDINGS INC 1050 BUCKINGHAM ST WATERTOWN, CT 06795-6602 US	BOTTLED WATER	E	B	7	F	N	2	*	18,140	18,140	1,056	0	3/26/2013	C		3/25/2017
4500269699	B-LANN EQUIPMENT CO INC 2288 5TH AVE - PO BOX 997 TROY, NY 12180-2201 US	FIRE EXTINGUISHER INSPECTION AND REPAIR	S	B	7	N	1	1		7,691	7,691	477	0	3/1/2016	C		2/28/2017
4500270454	JOANNE DARCY CRUM LS PROFESSIONAL LAND SURVEYOR 479 W MAIN ST COBLESKILL, NY 12043 US	LAND SURVEYOR	P	M	8	N	3	1		120,000	99,327	13,356	20,673	4/1/2016	C		3/31/2017
4500272028	GRACON LLC 7221 E US HIGHWAY 34 LOVELAND, CO 80537-8956 US	HITACHI SPARE PARTS	E	1	8	F	N	1		198,932	198,932	198,932	0	5/2/2016	C		4/10/2017
4500273615	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	CRANE PARTS AND SERVICE	E	2	5	F	N	1	*	20,167	20,167	8,108	0	6/13/2016	C		6/28/2017
4500274559	GRACON LLC 7221 E US HIGHWAY 34 LOVELAND, CO 80537-8956 US	INSULATING PIPE	E	1	5	F	N	1		46,025	46,025	46,025	0	7/12/2016	C		4/10/2017
4500275902	ACTUATOR SPECIALTIES INC 1620 ROSE ST MONROE, MI 48162 US	ACTUATOR REPAIR	E	2	5	F	N	1	*	13,818	13,818	13,698	0	8/17/2016	C		7/11/2017
4500277448	GE INDUSTRIAL SYSTEMS INC 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-3799 US	WAREHOUSE STOCK TRANSFORMER	E	B	5	F	N	3		6,320	6,320	0	0	9/29/2016	C		1/3/2017
4500277977	WEATHER GUARD ROOFING CO 2880 CURRY RD SCHENECTADY, NY 12303 US	ROOF REPAIRS	S	B	5	N	N	2		6,150	6,150	6,150	0	10/14/2016	C		9/26/2017
4500278265	MCS INC DBA FOR RAS MISSION CRITICAL SERV 3304 IRIS CT RICHARDSON, TX 75082-2338 US	PULSAR 3 PHASE TEST SET	E	1	5	F	N	1	*	15,135	15,135	15,135	0	10/20/2016	C		1/19/2017
4500278763	FINGER LAKES INDUSTRIAL CONTRACTING CORP 3195 E BAYARD STREET EXT SENECA FALLS, NY 13148-9702 US	BOAT BARRIER SYSTEM	E	B		N	3	2		272,862	272,862	25,772	0	11/2/2016	C		7/26/2017
4500279263	CEPAT INC 1050 ELIZABETH ST EXT - PO BOX 622 MECHANICVILLE, NY 12118-1433 US	CRESCENT/VISCHER FERRY LUNCHROOM PAINTING	S	M	5	N	N	1		14,760	14,760	14,760	0	11/17/2016	C		3/9/2017
4500280055	MAILFINANCE INC 478 WHEELERS FARMS RD MILFORD, CT 06461-9105 US	MAIL MACHINE RENTAL	E	B	5	N	N	1		12,000	1,704	1,704	10,296	2/1/2017	O	1/31/2022	

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4500280058	CORROSION PRODUCTS & EQUIPMENT INC 35 MAPLEWOOD AVE COLONIE, NY 12205-5402 US	PACKING MATERIAL	E	C	5	N	N	3	*	22,510	22,510	5,180	0	12/12/2016	C		3/6/2017
4500280095	BLOOMVILLE DISPOSAL SERVICE DBA FOR G HAYNES HOLDINGS INC 51971 STATE HWY 10 BLOOMVILLE, NY 13739 US	TRASH REMOVAL	S	M	5	N	1	1		67,000	52,347	52,347	14,653	11/17/2017	O	3/15/2018	
4500281331	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	TURBINE GUIDE BEARING REPAIR	S	2	5	N	1	1		13,800	13,800	13,800	0	1/20/2017	C		3/14/2017
4500281414	FLUID POWER PRODUCTS INC 302 TURNPIKE RD SOUTHBOROUGH, MA 01772-0408 US	GEAR PUMP AND VALVES	E	B	5	F	N	1	*	6,473	6,473	6,473	0	1/23/2017	C		3/10/2017
4500281750	ALL-LIFTS INC 27-39 THATCHER ST ALBANY, NY 12207-3012 US	WALL BRACKET AND TROLLEY	E	B	5	N	1	3	*	6,205	6,205	6,205	0	1/31/2017	C		3/15/2017
4500281996	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	TURBINE GUIDE BEARING WORK	S	M	5	N	1	1		40,000	40,000	40,000	0	2/6/2017	C		3/31/2017
4500282021	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	HYDRAULIC VALVE/STOCK ITEM	E	B	5	N	N	3		11,750	11,750	11,750	0	2/7/2017	C		2/10/2017
4500282194	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	FLOW METERS	E	B	5	F	N	4		8,451	8,451	8,451	0	2/10/2017	C		3/31/2017
4500282264	BUSINESS ENVIRONMENTS BY RAS INC DBA FOR FM OFFICE EXPRESS INC 1 INTERSTATE AVE ALBANY, NY 12205-5308 US	OFFICE FURNITURE	E	B	5	N	4	1	*	7,315	7,315	7,315	0	2/14/2017	C		4/28/2017
4500282381	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	SHOP SERVICES	S	M	8	N	1	1		100,000	84,377	84,377	15,623	10/25/2017	O	2/15/2018	
4500282445	DMC POWER INC 623 E ARTESIA BLVD CARSON, CA 90746-1201 US	BUS POWER CONNECTORS	E	B	5	F	N	4		13,742	458	458	13,284	2/17/2017	O	2/28/2018	
4500282909	COLONIE MECHANICAL CONTRACTORS INC 17 RAILROAD AVE - STE 3 ALBANY, NY 12205-5465 US	TROUBLESHOOT AND REPAIR HVAC	S	2	5	N	1	1	*	30,539	30,539	30,539	0	3/3/2017	C		7/28/2017
4500283050	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	BREAKER TROUBLESHOOT SUPPORT	S	1	5	F	N	1	*	19,502	19,502	19,502	0	3/7/2017	C		6/13/2017
4500283512	CORROSION PRODUCTS & EQUIPMENT INC 35 MAPLEWOOD AVE COLONIE, NY 12205-5402 US	SEALING MATERIAL	E	B	5	N	N	2	*	11,224	11,224	11224	0	3/21/2017	C		4/19/2017

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4500283783	SCHOHARIE COUNTY HISTORICAL SOCIETY 145 FORT RD SCHOHARIE, NY 12157-4705 US	CURATOR SERVICES	S	2	9			0		85,000	85,000	85,000	0	3/28/2017	C		3/28/2017
4500284020	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	EATON EXTERNAL BATTERY PACK AND BYPASS	E	C	5	N	N	3		19,727	19,727	19,727	0	4/4/2017	C		4/26/2017
4500284255	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	PROPANE	E	B	7	N	N	1		12,490	12,490	12,490	0	3/21/2017	C		4/14/2017
4500284521	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	STOCK ELECTRICAL HARDWARE	E	B	6	N	N	3	*	6,786	6,786	6,786	0	4/18/2017	C		6/19/2017
4500284686	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	GAS SENSORS	E	B	7	N	2	1		5,390	5,387	5,387	3	4/21/2017	C		5/25/2017
4500284758	GOTTOGO ELECTRIC INC DBA FOR GOTTOGO ENTERPRISES 7865 E MAIN RD LE ROY, NY 14482-9747 US	HITACHI ELECTRICAL PARTS	E	2	1	N	3	1	*	69,808	69,808	69,808	0	4/25/2017	C		10/25/2017
4500285051	KONE INC ONE KONE CT MOLINE, IL 61265 US	ELEVATOR SERVICES	S	B	7	N	N	1		7,757	6,319	6,319	1,438	5/3/2017	O	1/31/2018	
4500285177	GRACON LLC 7221 E US HIGHWAY 34 LOVELAND, CO 80537-8956 US	SPHERICAL VALVE PRESSURE SWITCH	E	B	5	F	N	3		16,424	16,424	16,424	0	5/5/2017	C		9/8/2017
4500285241	SUNY COBLESKILL FOUNDATION ROOM 201 KNAPP HALL - SUNY COBLESKI COBLESKILL, NY 12043 US	FISH STOCKING PROGRAM	E	2	5	N	N	1		15,775	15,775	15,775	0	12/6/2017	C		12/9/2017
4500285360	POWERCOMM SOLUTIONS LLC 15 MINNEAKONING RD - STE 311 FLEMINGTON, NJ 08822-5751 US	COMMUNICATIONS ANALYZER	E	B	5	F	N	3		14,965	14,965	14,965	0	5/11/2017	C		7/27/2017
4500285667	ALOI MATERIALS HANDLING 660 W METRO PARK ROCHESTER, NY 14623-2600 US	PROVIDE AND INSTALL FILE RAILS IN HANEL LEAN LIFT SYSTEM	S	1	5	N	N	1		31,817	30,085	30,085	1,732	5/19/2017	C		10/11/2017
4500285863	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	OEM HITACHI HVB BREAKER PART	E	2	5	F	N	1	*	7,885	7,885	7,885	0	5/25/2017	C		10/17/2017
4500286471	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	ENGINEER SUPPORT	S	1	5	F	N	1		23,560	23,560	23,560	0	6/13/2017	C		9/1/2017
4500286673	WOLBERG ELECTRICAL SUPPLY CO INC 35 INDUSTRIAL PK RD-PO BOX 6309 ALBANY, NY 12206-0309 US	CONDUIT	E	B	5	N	N	3		7,060	6,919	6,919	141	6/19/2017	C		7/20/2017
4500286974	DYNAMIC SEALING TECHNOLOGIES INC 13829 JAY ST NW ANDOVER, MN 55304-4076 US	FIVE ROTATING UNION OIL HEADS FOR CVF 3/4	E	B	5	F	N	3		49,600	49,600	49,600	0	6/27/2017	C		12/27/2017

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4500287342	DOBLE ENGINEERING CORP C/O ELECTRICOM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	DOBLE TESTING EQUIPMENT	E	1	8	N	N	1	*	77,634	77,634	77,634	0	7/11/2017	C		9/25/2017
4500287952	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	EATON UPS RACK	E	M	6	N	4	1	*	6,393	6,393	6,393	0	7/27/2017	C		10/19/2017
4500288007	CITY ELECTRIC CO INC 23763 NYS RTE 12 WATERTOWN, NY 13601 US	SEFCOR CABLE CONNECTORS	E	M	5	N	3	1	*	20,699	20,699	20,699	0	7/28/2017	C		9/25/2017
4500288144	VIDEORAY LLC STE 201 212 E HIGH ST POTTSTOWN, PA 19464-5596 US	UNDERWATER REMOTELY OPERATED VEHICLE REPAIR	E	1	5	F	N	1	*	8,633	8,633	8,633	0	8/2/2017	C		8/23/2017
4500288824	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SEL RELAYS	E	B	5	N	N	5		48,354	48,354	48,354	0	8/22/2017	C		11/25/2017
4500288852	NETEON TECHNOLOGIES INC 825 GEORGES RD STE 3B NORTH BRUNSWICK, NJ 08902-3357 US	FIBER OPTIC CONVERTERS	E	B	5	F	N	3		8,420	8,420	8,420	0	8/23/2017	C		10/6/2017
4500288865	MOHAWK LTD 1 NEWELL LANE - PO BOX 340 CHADWICKS, NY 13319-0355 US	FIBER CABLE	E	M	5	N	3	1		15,499	15,499	15,499	0	8/23/2017	C		10/11/2017
4500288867	KONE INC ONE KONE CT MOLINE, IL 61265 US	510 GANTRY CRANE REPAIR	E	1	5	N	N	1		12,778	0	0	12,778	11/29/2017	O	1/31/2018	
4500288948	BENNETT BOLT WORKS INC PO BOX 922 JORDAN, NY 13080-0922 US	FLASHBOARD PINS	E	M	8	N	3	1	*	86,648	86,648	86,648	0	8/25/2017	C		12/19/2017
4500289010	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	150KVA TRANSFORMER	E	B	5	F	N	3		22,350	0	0	22,350	8/28/2017	O	2/28/2018	
4500289163	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION SUPPLIES	E	B	5	N	N	3	*	5,476	5,476	5,476	0	9/1/2017	C		12/5/2017
4500289304	APPLIED SYSTEMS ENGINEERING INC 1671 DELL AVE CAMPBELL, CA 95008 US	ELECTRONIC EQUIPMENT FOR CPMS PROJECT	E	2	5	F	N	1		15,280	15,280	15,280	0	9/7/2017	C		10/18/2017
4500289323	MAIN CARE ENERGY PO BOX 11029 ALBANY, NY 12211-1029 US	B20 BIODIESEL	E	B	7	N	1	1	*	5,465	5,465	5,465	0	9/7/2017	C		9/14/2017
4500289641	M & B ENGINEERED SOLUTIONS INC 75 LAUREL ST CARBONDALE, PA 18407-2106 US	VIBRATION ANALYSIS ON VF1	E	2	5	F	N	1		10,100	7,581	7,581	2,519	9/15/2017	O	1/31/2018	
4500289854	TECTA AMERICA CORP TECTA AMERICA WEATHERGUARD LLC 2003 CHRISLER AVE SCHENECTADY, NY 12303-1519 US	ROOF RESEALING	S	B	5	N	N	4		24,850	24,850	24,850	0	9/21/2017	C		11/3/2017

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4500289871	CROWLEY FABRICATING AND MACHINING CO INC 403 N NANTICOKE AVE #405 ENDICOTT, NY 13760-4138 US	TECAPEEK PVX THERMOPLASTIC MATERIAL	E	B		N	2	4		235,838	235,838	235,838	0	9/22/2017	C		12/23/2017
4500289921	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	STOCK CURRENT TRANSFORMER	E	B	5	F	N	3		21,546	0	0	21,546	9/25/2017	O	4/30/2018	
4500290029	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	SECURITY SYSTEMS REPAIR	S	1	8	F	N	1		13,568	13,568	13,568	0	9/27/2017	C		10/6/2017
4500290301	OIL FILTRATION SYSTEMS LLC 135 ENTERPRISE PKWY BOERNE, TX 78006-8634 US	OIL VARNISH REMOVAL SYSTEM	E	B	5	N	N	5		24,820	0	0	24,820	10/4/2017	O	1/8/2018	
4500290613	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION LINE PARTS	E	B	6	N	N	3	*	5,913	5,913	5,913	0	10/13/2017	C		12/18/2017
4500290737	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FIRE RETARDANT CLOTHING	E	1	8	F	N	1	*	24,410	24,410	24,410	0	10/17/2017	C		10/20/2017
4500290840	KESTREL POWER ENGINEERING LLC 9126 N 2150 EAST RD FAIRBURY, IL 61739-9204 US	TESTING AND ANALYSIS OF NERC MOD-026/027	S	1	8	N	N	1		49,900	11,000	11,000	38,900	10/19/2017	O	2/20/2018	
4500290954	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	PROPANE	E	B	7	N	N	1		15,003	15,003	15,003	0	10/24/2017	C		12/23/2017
4500290975	ACTUATOR SPECIALTIES INC 1620 ROSE ST MONROE, MI 48162 US	CHANGE ORDER FOR ADDITIONAL REPAIRS	E	2	5			0		15,080	0	0	15,080	10/25/2017	O	3/15/2018	
4500291043	E A MORSE & CO INC 1210 ROUTE 9 CASTLETON, NY 12033-9686 US	FLOOR SWEEPER	E	B	5	N	1	1	*	6,302	6,302	6,302	0	10/27/2017	C		11/17/2017
4500291565	CARGILL INC 24950 COUNTRY CLUB BLVD - STE 450 NORTH OLMSTED, OH 44070-5333 US	ROAD SALT	E	B	7	N	N	1		5,451	5,451	5,451	0	11/14/2017	C		12/13/2017
4500291606	GRACON LLC 7221 E US HIGHWAY 34 LOVELAND, CO 80537-8956 US	RUNNER BAND DRAIN VALVE	E	1	8	F	N	1		174,489	0	0	174,489	11/14/2017	O	12/14/2018	
4500291872	GEOKON INC 48 SPENCER ST LEBANON, NH 03766-1363 US	GEOKON INCLINOMETER SYSTEM	E	2	5	F	N	1	*	8,608	8,608	8,608	0	11/21/2017	C		12/9/2017
4500291978	VETERAN ELECTRICAL SUPPLY INC 864 WILLIS AVE STE 4 ALBERTSON, NY 11507-1930 US	NEMA 4X ENCLOSURES	E	B	5	N	2	4		5,580	0	0	5,580	11/27/2017	O	2/28/2018	
4500292074	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	QUINCY COMPRESSOR	E	B	5	N	1	3		6,275	0	0	6,275	11/29/2017	O	1/31/2018	

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4500292280	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	LED LIGHTING	E	B	5	N	N	5		22,122	8,649	8,649	13,473	12/5/2017	O	1/31/2018	
4500292301	CITY ELECTRIC CO INC 23763 NYS RTE 12 WATERTOWN, NY 13601 US	LED LIGHTING UPGRADE	E	B	5	N	3	5	*	11,412	11,412	11,412	0	12/6/2017	C		12/17/2017
4500292383	S & C ELECTRIC CO INC C/O VJ BROWN CO INC 622 TACOMA AVE - STE 1 BUFFALO, NY 14216-2400 US	SWITCHGEAR	E	B	5	N	N	5		13,350	0	0	13,350	12/8/2017	O	3/2/2018	
4500292436	ALLIED ELECTRONICS INC 333 METRO PARK - STE N211 ROCHESTER, NY 14623-2645 US	SCHNEIDER ELECTRIC	E	B	5	N	N	4	*	8,801	8,801	8,801	0	12/11/2017	C		12/27/2017
4500292466	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	SUPPLY AND INSTALL THREE REPLACEMENT SECURITY CAMERAS.	E	2	5	N	N	1		15,720	0	0	15,720	12/11/2017	O	1/31/2018	
4500292623	CG INDUSTRIAL SAFETY INC 1213 SPARROW LN - PO BOX 2328 PEEKSKILL, NY 10566-4021 US	ASTRONOVA SMARTCORDER	E	B	5	N	3	4		23,071	0	0	23,071	12/14/2017	O	1/31/2018	
4500292626	CAPITAL SIGNS & GRAPHICS INC 18 RAILROAD AVE ALBANY, NY 12205-5727 US	LED SIGN	E	C	5	N	N	3		14,177	0	0	14,177	12/14/2017	O	1/25/2018	
4500292840	SAFEARTH AMERICAS CORP 12013 SW MARIGOLD AVE PORT ST LUCIE, FL 34987-2866 US	SITE CONTINUITY METER	E	B	5	F	N	3		12,075	0	0	12,075	12/21/2017	O	2/8/2018	
		BG TOTALS								2,600,243	2,106,195	1,699,411	494,048				

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

TOTAL NUMBER OF CONTRACTS	81
TOTAL CONTRACT VALUE	$2,600,243
TOTAL EXPENDED TO DATE	$2,106,195
TOTAL EXPENDED IN REPORT YEAR	$1,699,411

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	21
TOTAL NUMBER CLOSED CONTRACTS	60

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	43
TOTAL NUMBER SOLE SOURCE	13
TOTAL NUMBER SINGLE SOURCE	13
TOTAL NUMBER COMP SEARCH	3
TOTAL NUMBER MWBE/SBE	9

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	0
TOTAL NUMBER EQUIP/GOODS/COMMODITY	64
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	1
TOTAL NUMBER OTHER NON PERSONAL SERVICES	16

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4400000003	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	GASOLINE	E	B	7	N	N	1		20,000	15,856	15,856	4,144	1/3/2017	O	12/18/2018	
4400000004	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	FUEL	E	B	7	N	N	1		20,000	10,810	10,810	9,190	1/1/2017	O	12/18/2018	
4400000018	WCNY DBA FOR PUBLIC BROADCASTING COUNCIL 415 W FAYETTE ST SYRACUSE, NY 13204-2941 US	CANAL DOCUMENTARY	P	1		N	N	1		70,471	70,471	70,471	0	1/6/2017	C		8/4/2017
4400000024	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		10,000	6,748	6,748	3,252	1/1/2017	O	12/18/2018	
4400000027	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	KERO	E	B	7			0		10,000	3,101	3,101	6,899	1/1/2017	O	12/15/2018	
4400000028	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		15,000	10,774	10,774	4,226	1/1/2017	O	12/31/2018	
4400000034	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		6,000	5,721	5,721	279	1/9/2017	O	12/31/2018	
4400000036	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL OIL/KERO	E	B	7			0		60,000	32,843	32,843	27,157	1/9/2017	O	12/31/2018	
4400000038	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7			0		12,000	7,313	7,313	4,687	1/9/2017	O	8/30/2018	
4400000039	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	GAS	E	B	7	N	N	1		15,000	13,070	13,070	1,930	1/9/2017	O	12/18/2018	
4400000040	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		15,000	9,707	9,707	5,293	1/9/2017	O	12/18/2018	
4400000041	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	GASOLINE	E	B	7	N	N	1		45,000	28,725	28,725	16,275	1/9/2017	O	12/18/2018	

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4400000042	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	GASOLINE	E	B	7	N	N	1		20,000	10,720	10,720	9,280	1/9/2017	O	12/18/2018	
4400000043	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	UNLEADED FUEL ON STATE CONTRACTS	E	B	7	N	N	3		30,000	19,217	19,217	10,783	1/2/2017	O	12/31/2018	
4400000044	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	GASOLINE	E	B	7	N	N	1		30,000	24,424	24,424	5,576	1/9/2017	O	12/18/2018	
4400000045	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED FUEL ON STATE CONTRACT	E	B	7	N	N	3		15,000	11,409	11,409	3,591	10/30/2017	C		12/31/2017
4400000046	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	GAS	E	B	7			0		10,000	6,634	6,634	3,366	1/9/2017	O	12/19/2018	
4400000047	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	DIESEL FUEL	E	B	7	N	N	1		15,000	3,771	3,771	11,229	1/10/2017	O	8/30/2018	
4400000048	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	DIESEL OVER WATER WASHINGTON CTY	E	B	7	N	N	1		5,000	0	0	5,000	1/3/2017	O	8/30/2018	
4400000049	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL OIL - NYS CONTACT	E	B	7			0		10,000	2,379	2,379	7,621	1/1/2017	O	8/30/2018	
4400000050	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	4,890	4,890	20,110	1/3/2017	O	8/30/2018	
4400000057	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7	N	N	1		25,000	8,838	8,838	16,162	1/1/2017	O	12/18/2018	
4400000059	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	DIESEL FUEL	E	B	7	N	N	1		20,000	2,252	2,252	17,748	1/3/2017	O	12/18/2018	
4400000061	GLOBAL MONTELLO GROUP CORP 800 SOUTH ST WALTHAM, MA 02454 US	FUEL	E	B	7			0		20,000	2,235	2,235	17,765	1/11/2017	O	8/30/2018	
4400000065	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		10,000	0	0	10,000	1/1/2017	O	12/18/2018	

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4400000066	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL	E	B	7	N	N	1		200,000	55,870	55,870	144,130	1/1/2017	O	12/18/2018	
4400000067	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	DIESEL ON STATE CONTRACT	E	B	7	N	N	1		15,000	7,847	7,847	7,153	7/5/2017	O	12/31/2018	
4400000068	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	DIESEL FUEL	E	B	7			0		10,000	4,773	4,773	5,227	1/11/2017	O	3/1/2018	
4400000071	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	DIESEL FUEL	E	B	7			0		10,000	5,885	5,885	4,115	1/11/2017	O	3/1/2018	
4400000076	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	FUEL	E	B	7	N	N	1		20,000	17,259	17,259	2,741	1/1/2017	O	12/18/2018	
4400000077	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	DIESEL	E	B	7			0		10,000	9,194	9,194	806	1/12/2017	O	8/30/2018	
4400000107	COUNTY WASTE & RECYCLING SERVICE IN 1927 ROUTE 9 PO BOX 431 CLIFTON PARK, NY 12065 US	RUBBISH	S	B	7	N	N	1		6,000	4,381	4,381	1,619	1/1/2017	C		12/31/2017
4400000111	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	ARCGIS DESKTOP	E	B	7	N	N	1	*	11,539	11,539	11,539	0	1/27/2017	C		8/4/2017
4400000128	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	ELECTRICAL SUPPLIES	E	B	7	N	N	3		8,289	5,227	5,227	3,062	1/24/2017	C		8/4/2017
4400000140	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	FINE AND COARSE AGGREGATES BULK STATE CONTRACT	E	B	7	N	N	1		20,000	18,241	18,241	1,759	1/26/2017	O	4/18/2018	
4400000141	PUMP SERVICE AND SUPPLY OF TROY INC 1 REGATTA PLACE TROY, NY 12180-1229 US	PUMP RENTAL	E	C	5	N	1	1		5,400	5,400	5,400	0	1/1/2017	C		8/4/2017
4400000143	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	SOLE SOURCE FOR DREDGE PARTS (OEM)	E	1	5	F	N	1	*	6,229	6,229	6,229	0	1/26/2017	O	1/25/2018	
4400000145	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	DREDGE PARTS OEM	E	1	9	F	N	1		15,223	15,201	15,201	22	1/26/2017	C		8/4/2017

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4400000150	ADMAR SUPPLY CO INC 7800 BREWERTON RD CICERO, NY 13039 US	RENTALS	E	B	7	N	N	1		9,500	8,935	8,935	565	10/1/2016	C		12/31/2017
4400000166	BAUMS CASTORINE CO INC 200 MATTHEW ST PO BOX 230 ROME, NY 13442 US	MOTOR OIL	E	B	7	N	N	1		5,245	5,245	5,245	0	2/1/2017	C		8/4/2017
4400000201	AAMSTRAND ROPES & TWINES INC 711 GROVE ST MANTENO, IL 60950 US	POLYXTRA	E	1	6	F	N	1	*	5,257	5,257	5,257	0	2/6/2017	C		8/4/2017
4400000203	BONDED CONCRETE INC PO BOX 189 303 WATERVLIET RD WATERVLIET, NY 12189 US	CONCRETE - WATERFORD	E	B	7	N	N	1	*	5,402	5,402	5,402	0	2/6/2017	C		2/6/2017
4400000230	AIRGAS USA LLC DBA FOR AIRGAS INC 84 KARNER RD ALBANY, NY 12205-4730 US	COMPRESSED	E	B	5	N	N	1		5,000	741	741	4,259	10/19/2017	O	2/7/2018	
4400000271	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	PORTABLE TOILETS	E	B	7	N	N	2		6,500	5,625	5,625	875	2/1/2017	C		12/31/2017
4400000273	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	PORT O JOHN RENTAL	E	B	7			0		5,883	5,655	5,655	228	1/3/2017	C		12/31/2017
4400000274	JGB ENTERPRISES INC 115 METROPOLITAN DR - PO BOX 209 LIVERPOOL, NY 13088-9000 US	DREDGE HOSES	E	C	6	N	N	3	*	7,822	7,822	7,822	0	2/13/2017	C		8/4/2017
4400000279	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	PORT O JOHN RENTAL	E	B	7			0		13,033	10,920	10,920	2,113	1/3/2017	C		12/31/2017
4400000283	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	DIESEL FUEL	E	B	7	N	N	1		30,000	10,005	10,005	19,995	2/14/2017	O	12/18/2018	
4400000285	MAIN BROTHERS OIL CO INC MAIN - CARE ENERGY 1 BOOTH LANE PO BOX 11029 ALBANY, NY 12211 US	DIESEL OVER WATER	E	B	7	N	N	1		50,000	22,638	22,638	27,362	2/14/2017	O	12/18/2018	
4400000303	MIRABITO FUEL GROUP PO BOX 5306 BINGHAMTON, NY 13902-5306 US	FUEL OIL	E	B	7	N	N	1		5,000	0	0	5,000	2/17/2017	O	8/30/2018	
4400000320	PECKHAM MATERIALS CORP PECKHAM INDUSTRIES INC (PARENT) UNION ST ATHENS, NY 12015 US	FINE AND COARSE AGGREGATES	E	B	7	N	N	1		40,000	18,792	18,792	21,208	2/21/2017	O	4/14/2018	

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4400000326	PUMP SERVICE AND SUPPLY OF TROY INC 1 REGATTA PLACE TROY, NY 12180-1229 US	PUMP RENTAL	E	2	5	N	1	1		6,000	6,000	6,000	0	1/1/2017	C		8/4/2017
4400000337	NOBLE GAS SOLUTIONS AWESCO - FORMERLY 20 CENTER ST ALBANY, NY 12204 US	GAS O2 AND ACETYLENE	E	B	7			0		10,097	4,429	4,429	5,668	11/30/2017	O	12/31/2018	
4400000342	NOBLE GAS SOLUTIONS AWESCO - FORMERLY 20 CENTER ST ALBANY, NY 12204 US	GAS	E	C	5	N	N	2		5,390	2,700	2,700	2,690	1/1/2017	C		12/31/2017
4400000343	NOBLE GAS SOLUTIONS AWESCO - FORMERLY 20 CENTER ST ALBANY, NY 12204 US	COMPRESSED GAS	E	B	7	N	N	1		6,258	3,023	3,023	3,235	11/27/2017	C		12/31/2017
4400000363	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CANAL LAYER 3 SOLUTIONS FOR DR SITE	E	B	5	N	4	3		18,910	18,910	18,910	0	2/28/2017	C		7/10/2017
4400000371	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	DUMPING CHARGES	E	B	5			0		6,236	6,136	6,136	100	2/28/2017	O	2/27/2018	
4400000373	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	STAAD SOFTWARE MAINTENANCE	S	B	6	N	N	1	*	10,442	10,442	10,442	0	1/31/2017	O	1/30/2018	
4400000404	JOHNSTOWN AUTO PARTS JFL INC OF FULTON COUNTY 208 N PERRY ST JOHNSTOWN, NY 12095 US	CAR PART	E	B	5	N	N	1		5,200	4,504	4,504	696	1/1/2017	C		12/31/2017
4400000406	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	ADOBE SOFTWARE	E	B	7	N	N	2		7,392	5,174	5,174	2,218	3/4/2017	C		3/15/2017
4400000413	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	NEW TABLEAU DESKTOP SOFTWARE	E	B	5	N	4	5		5,473	5,473	5,473	0	3/10/2017	C		8/4/2017
4400000422	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA OPS-7 - EMERGENCY SUPPORT OF INCIDENTS	S	1	5	N	N	1		12,000	0	0	12,000	1/1/2017	C		12/31/2017
4400000423	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA OPS-6 - FIRE INSPECTIONS, BUILDING PERMITS AND BUILDING COMPLIANCE	S	1	9	N	N	1		240,000	0	0	240,000	1/1/2017	C		12/31/2017
4400000424	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA OPS-1 - IN PROGRESS PROJECTS UNTIL CLOSED OUT	S	1	9	N	N	1		228,000	0	0	228,000	1/1/2017	C		12/31/2017
4400000426	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 US	NEW SERVER SOFTWARE AND MAINTENANCE	E	B	7	N	N	4	*	369,663	369,663	369,663	0	3/20/2017	C		8/4/2017
4400000437	AMSEC ENGINEERING OF NEW YORK PC DBA AENY 112 W 34TH ST FL 18 NEW YORK, NY 10120-0001 US	VESSEL ASSESSMENT AND LONG RANGE PLANNING	P	B		N	N	3		299,724	299,724	299,724	0	3/10/2017	O	3/9/2018	

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4400000456	STONE INDUSTRIES LLC STONE PORTABLE TOILET RENTALS 4305 ROUTE 50 SARATOGA SPRINGS, NY 12866-2914 US	PORTA JOHN SERVICES FOR SYRACUSE DIVISION WESTERN SIDE	S	B	7	N	N	1		17,500	10,750	10,750	6,750	3/16/2017	O	3/15/2018	
4400000463	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	COPIER EXCHANGE FOR CANAL COPIER PROJECT	E	B	7	N	N	1		6,869	6,869	6,869	0	3/17/2017	C		12/30/2017
4400000475	ENTERPRISE HOLDINGS INC DBA ENTPERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	AUTO RENTALS	E	B	7	N	N	1		55,000	48,660	48,660	6,340	10/13/2017	C		12/31/2017
4400000493	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA IT-16 REMOTE PC ACCESS	S	1	9	N	N	1		10,500	0	0	10,500	1/1/2017	C		12/31/2017
4400000494	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	TSA IT-15 TERMINAL SERVER ACCESS	S	2	9	N	N	1		7,000	0	0	7,000	1/2/2017	C		2/28/2017
4400000496	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA IT-14 ACTIVE DIRECTORY ACCESS	S	1	9	N	N	1		12,000	0	0	12,000	1/1/2017	C		12/31/2017
4400000498	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA IT-13 VPN ACCESS	S	1	9	N	N	1		15,000	0	0	15,000	1/1/2017	C		12/31/2017
4400000499	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA IT-9, FLOOD WARNING	S	1	9	N	N	1		28,500	0	0	28,500	1/1/2017	C		12/31/2017
4400000501	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA IT-7, POST CLOSE IT SUPPORT	S	1	9	N	N	1		48,000	0	0	48,000	1/1/2017	C		12/31/2017
4400000502	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	TSA IT-6, CANAL PC HARD DRIVE RETRIEVAL	S	1	9	N	N	1		12,000	0	0	12,000	1/1/2017	C		12/31/2017
4400000503	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	TSA IT-5A, SHARED SITE PHONE# FORWARD	S	1	9	N	N	1		6,000	0	0	6,000	1/1/2017	C		12/31/2017
4400000504	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	TSA IT-4, EMAIL FORWARD	S	1	9	N	N	1		6,000	0	0	6,000	1/1/2017	C		12/31/2017
4400000514	BARRE STONE PRODUCTS INC 14120 W LEE RD ALBION, NY 14411 US	STONE	E	B	7	N	N	1		75,000	60,720	60,720	14,280	1/1/2017	O	12/18/2018	

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4400000515	NORTH EAST APPRAISALS & MGM CO INC PO BOX 4805 ITHACA, NY 14852-4805 US	REAP PROP APPRAISAL	P	C	5	N	N	1		5,000	5,000	5,000	0	3/1/2017	C		3/1/2017
4400000537	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, IT-2, CONTRACT MANAGEMENT SYSTEM	S	1	9	N	N	1		12,000	0	0	12,000	1/1/2017	C		12/31/2017
4400000538	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, IT-1, ORACLE LICENSES	E	1	9	N	N	1		21,000	0	0	21,000	1/1/2017	C		12/31/2017
4400000540	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, HR-8, E-ZPASS PLUS COST OF TOLLS	S	1	9	N	N	1		9,996	0	0	9,996	1/1/2017	O	12/31/2018	
4400000543	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, HR-7	S	1	9	N	N	1		19,500	0	0	19,500	1/1/2017	C		12/31/2017
4400000547	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, HR-5 PERSONAL HISTORY FILES	E	1	9	N	N	1		6,000	0	0	6,000	1/1/2017	C		12/31/2017
4400000550	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, EHS 2A, MANAGE OCCUPATIONAL MEDICAL RECORDS	S	1	9	N	N	1		25,000	0	0	25,000	1/1/2017	C		10/31/2017
4400000551	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	THRUWAY TSA, EHS 1, MS4 SVCS PLU COST	S	1	9	N	N	1		72,000	0	0	72,000	1/1/2017	C		9/30/2017
4400000562	PEAK TRADING CORP CONSTRUCTION TOOL WAREHOUSE 1 TOMSONS RD STE 100 SAUGERTIES, NY 12477-5121 US	WIRE ACCESSORIES	E	C	5	N	N	2		5,480	5,480	5,480	0	3/30/2017	C		8/4/2017
4400000563	RIG ALL INC 2322 BROAD ST FRANKFORT, NY 13340 US	CRANE WITH CREW	E	C	5	N	N	3		41,000	41,000	41,000	0	3/8/2017	C		3/8/2017
4400000590	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINT	S	B	7	N	N	1	*	5,310	5,310	5,310	0	4/4/2017	C		8/4/2017
4400000602	MIDWAY INDUSTRIAL SUPPLY INC 51 WURZ AVE UTICA, NY 13503 US	PAINT ON T-15000	E	B	7	N	N	1	*	14,211	14,211	14,211	0	4/5/2017	C		8/4/2017
4400000614	PARKS & TRAILS NEW YORK 29 ELK ST ALBANY, NY 12207 US	PROMOTION AND SUPPORT FOR NYS CANALS - PARKS AND TRAILS NY	S	2	3	N	N	1		99,791	57,664	57,664	42,127	11/15/2017	C		12/31/2017
4400000627	RICKS SANDBLASTING 680 ST HWY 29 BROADALBIN, NY 12025 US	SANDBLASTING WORK COMPLETED	E	2	5	N	N	1		5,300	5,300	5,300	0	4/10/2017	C		8/4/2017
4400000633	WOODS CRW CORP 751 COUNTY RTE 37 CENTRAL SQUARE, NY 13036 US	PARTS	E	B	5	F	N	1	*	5,868	5,868	5,868	0	4/27/2017	C		8/4/2017

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4400000642	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE REPAIRS	E	2	5	N	N	1		6,887	0	0	6,887	4/14/2017	O	4/13/2018	
4400000661	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	HARDWARE NEEDED FOR END-USERS AT CANAL FOR REMOTE WORK	E	B	7	N	N	1		11,202	11,202	11202	0	4/17/2017	C		12/30/2017
4400000668	CAPPELLINO CHEVROLET INC 9000 BOSTON STATE RD BOSTON, NY 14025 US	IMPALAS	E	B	7	N	N	1	*	42,727	42,727	42,727	0	10/12/2017	C		12/31/2017
4400000669	DELL COMPUTER CORP ONE DELL WAY ROUND ROCK, TX 78682 US	DELL MONITORS FOR CANALS	E	B	7	N	N	4		11,400	11,400	11,400	0	4/17/2017	C		12/30/2017
4400000674	MIDWAY INDUSTRIAL SUPPLY INC 51 WURZ AVE UTICA, NY 13503 US	CANAL PAINT, T-15000	E	B	7	N	N	1	*	8,759	8,759	8,759	0	4/18/2017	C		8/4/2017
4400000685	SOUDER'S LLC SOUDERS PROMOTIONS 26 F CONGRESS ST NO 263 SARATOGA SPRINGS, NY 12866 US	MARKETING ITEMS	E	M	6	N	N	1		5,465	5,415	5,415	50	4/20/2017	O	4/19/2018	
4400000708	FISHER ASSOCIATES PE LS LA DPC 135 CALKINS RD ROCHESTER, NY 14623-4255 US	WATER SAMPLING AT UPLAND DISPOSAL SITES	S	C		N	N	8		35,842	14,689	14,689	21,153	5/1/2017	C		12/31/2017
4400000709	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	SAND STONE AND GRAVEL	C	B	7	N	N	1		5,000	212	212	4,788	1/1/2017	C		12/31/2017
4400000710	CLARK RIGGING & RENTAL CORP PO BOX 15124 LOCKPORT, NY 14094 US	CRANE RENTAL	E	C	5	N	N	3		14,500	12,000	12,000	2,500	4/25/2017	C		5/10/2017
4400000715	E J WARD INC 8801 TRADEWAY ST SAN ANTONIO, TX 78217-6197 US	CANAL'S FUEL MANAGEMENT	P	B	7	N	N	1		211,183	86,238	86,238	124,945	4/25/2017	O	4/24/2018	
4400000716	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	PORTABLE TOILET RENTALS	E	C	5	N	N	1		5,000	2,620	2,620	2,380	4/1/2017	C		12/31/2017
4400000720	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	HEALTH AND SAFETY	E	B	7	N	N	1		5,025	4,516	4,516	509	5/1/2017	C		12/31/2017
4400000728	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	ARI FLEET MAINTENANCE SERVICE CANALS	S	B	7	F	N	1		621,662	46,866	46,866	574,796	12/27/2016	C		12/26/2017
4400000749	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	RSA LICENSES AND SUPPORT	S	B	7	N	N	1		9,585	9,585	9,585	0	5/3/2017	O	1/31/2018	
4400000764	J C EHRLICH CO INC BUFFALO EXTERMINATING - RENTOKIL-IN 6300 COLLETT RD W FARMINGTON, NY 14425 US	PESTICIDE APPLICATION/EXTERMINATION SERVICES	S	C	5	N	N	3		10,000	8,179	8,179	1,821	5/8/2017	C		12/31/2017

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4400000777	NAVISTAR INC INTERNATIONAL TRUCK & ENGINE CORP 399 ALBANY SHAKER RD SUITE 202 LOUDONVILLE, NY 12211 US	INTERNATIONAL TRUCK	E	B	7	N	N	1		134,592	134,592	134,592	0	10/13/2017	C		12/31/2017
4400000778	VIKING-CIVES (USA) RR#2 BOX 36-1/2 HARRISVILLE, NY 13648-9519 US	UPFITTING	E	B	7	N	N	1		67,670	0	0	67,670	5/18/2017	C		12/31/2017
4400000784	DEERE & COMPANY AG & TURF CBD & GOVERNMENT SALES 2000 JOHN DEERE RUN CARY, NC 27513-2789 US	TRACTOR	E	B	7	N	N	1		74,434	74,434	74,434	0	5/10/2017	C		12/31/2017
4400000789	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 5500 WITH PLOW	E	B	7	N	N	1	*	67,542	67,542	67,542	0	12/8/2017	C		12/31/2017
4400000790	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	TRADESMAN 2500 TRUCK	E	B	7	N	N	1	*	30,038	30,038	30,038	0	11/8/2017	C		11/9/2017
4400000791	MICROSOFT CORP 3000 BAYPORT DR - STE 480 TAMPA, FL 33607 US	MICROSOFT SUPPORT - CANAL	S	B	7	N	N	1		32,920	32,920	32,920	0	6/28/2017	C		8/4/2017
4400000797	CLARK RIGGING & RENTAL CORP PO BOX 15124 LOCKPORT, NY 14094 US	CRANE WITH OPERATOR ON STATE CONTRACT	E	B	7	N	N	3		6,400	0	0	6,400	10/24/2017	C		12/31/2017
4400000801	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	TRADESMAN 1500	E	B	7	N	N	2		114,333	114,333	114,333	0	5/15/2017	C		12/31/2017
4400000816	CLEMENTE LATHAM CONCRETE PO BOX 15097 ALBANY, NY 12212 US	CONCRETE	E	B	7	N	N	1		10,000	7,918	7,918	2,082	3/1/2017	C		12/31/2017
4400000823	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	SAND STONE AND GRAVEL	E	B	7	N	N	1		10,000	6,151	6,151	3,849	1/1/2017	O	5/19/2018	
4400000824	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	WHEEL LOADER	E	B	7	N	N	1		298,910	298,910	298,910	0	10/30/2017	C		12/31/2017
4400000827	BRIGGS & STRATTON POWER PRODUCTS GR FERRIS INDUSTRIES DBA 5375 N MAIN ST MUNNSVILLE, NY 13409 US	ZERO TURN MOWERS	E	B	6	N	N	1		17,050	17,050	17,050	0	1/1/2017	C		12/31/2017

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4400000849	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	CARGO VAN	E	B	7	N	N	1		63,486	0	0	63,486	5/23/2017	C		12/31/2017
4400000865	BETTER POWER INC 508 WHITE SPRUCE BLVD SOUTHVIEW COM ROCHESTER, NY 14623 US	TOWABLE GENERATOR	E	B	7	N	N	1		46,707	46,707	46,707	0	5/25/2017	O	5/24/2018	
4400000866	BETTER POWER INC 508 WHITE SPRUCE BLVD SOUTHVIEW COM ROCHESTER, NY 14623 US	GENERATOR	E	B	7	N	N	1		24,407	24,407	24,407	0	5/25/2017	C		12/31/2017
4400000870	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 5500	E	B	7	N	N	1		58,723	0	0	58,723	5/25/2017	C		12/31/2017
4400000872	NEW YORK STATE THRUWAY AUTHORITY 200 SOUTHERN BLVD ALBANY, NY 12209-2018 US	COMPUTERIZED DATA RETENTION AND MIGRATION SUPPORT	S	2	9	N	N	1		48,000	0	0	48,000	1/2/2017	C		12/31/2017
4400000878	BISHOP LIFTING PRODUCTS INC 125 MCCARTY DR HOUSTON, TX 77029-1135 US	CRANE BASKET FOR PERSONNEL	E	C	5	N	N	3		5,587	0	0	5,587	5/30/2017	C		12/31/2017
4400000880	MOFFETT TURF EQUIPMENT INC 33 THRUWAY PARK DR WEST HENRIETTA, NY 14586-9702 US	MOWERS	E	B	7	N	N	1		28,797	0	0	28,797	5/1/2017	C		12/31/2017
4400000881	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	5500 TRUCK	E	B	7	N	N	1		58,723	0	0	58,723	5/1/2017	C		12/31/2017
4400000885	BENTLEY SYSTEMS INC 685 STOCKTON DR EXTON, PA 19341-1151 US	BENTLEY PROJECTWISE SOFTWARE SUBSCRIPTION AND PROFESSIONAL SVC	S	B	7	F	N	1		13,215	0	0	13,215	12/28/2016	C		12/31/2017
4400000886	TRADEBE TREATMENT & RECYCLING NORTH TRADEBE ENVIRONMENTAL SERVICES LLC 47 GRACEY AVE MERIDEN, CT 06450-0902 US	HAZ WASTE REMOVAL	E	B	5	F	N	1		5,100	5,066	5,066	34	10/11/2017	O	1/31/2018	
4400000892	VIKING-CIVES (USA) RR#2 BOX 36-1/2 HARRISVILLE, NY 13648-9519 US	UPFITTING	E	B	7	N	N	1		79,410	0	0	79,410	5/1/2017	C		12/31/2017
4400000898	THE EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRANE REPAIR	E	2	6	N	N	1	*	6,381	6,381	6,381	0	8/1/2017	C		8/10/2017
4400000899	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	5 PCs FOR CANALS	E	B	7	N	4	4		11,545	11,545	11,545	0	6/2/2017	C		12/30/2017

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4400000909	BOBCAT COMPANY CLARK EQUIPMENT - PARENT 250 E BEATON DR PO BOX 6000 WEST FARGO, ND 58078-6000 US	EXCAVATOR	E	B	7	N	N	1	*	161,078	161,078	161,078	0	5/1/2017	C		12/31/2017
4400000917	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	D214283 SYRACUSE INNER HARBOR THRUWAY HOLDOVER	A	1	9	N	N	1		11,428	11,428	11,428	0	1/2/2017	C		8/4/2017
4400000919	JOE BASIL CHEVROLET INC 5111 TRANSIT RD DEPEW, NY 14043-4466 US	IMPALAS	E	B	7	N	N	5	*	232,221	232,221	232,221	0	5/1/2017	C		12/31/2017
4400000920	JOSEPH M BRESS PO BOX 5680 WASHINGTON, DC 20016-1280 US	LABOR NEGOTIATION SERVICES	P	1	5	F	N	1		35,000	245	245	34,755	6/1/2017	O	5/31/2018	
4400000922	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	ACCELA SOFTWARE, MAINTENANCE. SERVICES-	S	B	7	N	N	1		270,223	36,370	36,370	233,853	10/20/2016	C		10/19/2017
4400000934	FREEPORT MARINE SUPPLY CO INC 47 W MERRICK RD PO BOX 111 FREEPORT, NY 11520-0111 US	PERSONAL FLOTATION	E	B	5	N	N	1	*	6,122	6,122	6,122	0	6/1/2017	C		12/31/2017
4400000935	MIDWAY INDUSTRIAL SUPPLY INC 505 N FRENCH RD AMHERST, NY 14228 US	PAINTS	E	B	5	N	N	1	*	6,275	6,275	6,275	0	1/1/2017	C		12/31/2017
4400000942	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 1500	E	B	7	N	N	1	*	28,826	28,826	28,826	0	11/27/2017	C		12/31/2017
4400000954	MOFFETT TURF EQUIPMENT INC 33 THRUWAY PARK DR WEST HENRIETTA, NY 14586-9702 US	MOWERS	E	B	7	N	N	1		7,199	0	0	7,199	6/1/2017	C		12/31/2017
4400000956	SENTRY AIR SYSTEMS INC 21221 FM 529 RD CYPRESS, TX 77433-5139 US	AIR SYSTEM	E	B	5	F	N	3	*	9,513	9,513	9,513	0	6/1/2017	C		12/31/2017
4400000957	FIVE STAR EQUIPMENT INC 6500 E TAFT RD EAST SYRACUSE, NY 13057 US	PARTS FOR PAD SWAP	E	C	5	N	N	3		11,152	10,208	10,208	944	6/16/2017	O	6/15/2018	
4400000958	CRYO WELD CORP 564 BROADWAY ALBANY, NY 12204-2802 US	BOBCATS	E	B	7	N	N	4		33,883	33,883	33,883	0	6/22/2017	C		12/31/2017
4400000959	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 5500	E	B	7	N	N	1		72,650	0	0	72,650	6/1/2017	C		12/31/2017
4400000960	CLARK EQUIPMENT CO DBA BOBCAT CO 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	BOBCAT	E	B	7	N	N	1	*	62,293	62,293	62,293	0	6/1/2017	C		12/31/2017

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4400000961	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	UTILITY WELDING 5500	E	B	7	N	N	1		52,182	0	0	52,182	6/1/2017	C		12/31/2017
4400000962	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	WESTERN STAR	E	B	7	N	3	1		136,724	136,724	136,724	0	12/6/2017	C		12/31/2017
4400000964	CLARK RIGGING & RENTAL CORP 500 OHIO ST LOCKPORT, NY 14094-4222 US	RIGGING	E	B	7			0		8,900	8,900	8,900	0	6/16/2017	C		12/31/2017
4400000968	FORT MILLER CO INC PO BOX 98 SCHUYLERVILLE, NY 12871 US	JERSEY BARRIER	E	B	5	N	N	3		16,000	16,000	16,000	0	6/1/2017	C		12/31/2017
4400000980	RICOH USA INC 2500 WESTCHESTER AVE - STE 113 PURCHASE, NY 10577-2515 US	RICOH MP 4504 PRINTER	E	B	7	F	N	1		11,172	0	0	11,172	6/19/2017	O	3/30/2018	
4400000981	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	WELDING TRUCK	E	B	7	N	N	1		62,145	0	0	62,145	6/1/2017	C		12/31/2017
4400000982	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3912 US	TRAILER	E	B	7	N	N	1		32,739	0	0	32,739	6/1/2017	C		12/31/2017
4400000983	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3912 US	TRAILER	E	B	7	N	N	1		8,485	8,485	8,485	0	11/6/2017	C		12/31/2017
4400000984	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	WHITE OAK	E	B	5	N	N	1		8,107	8,107	8,107	0	1/1/2017	O	12/31/2018	
4400001004	LAKE SHORE METAL OF WESTERN NY LLC LAKE SHORE METAL LLC 10694 RIDGE RD MEDINA, NY 14103-9406 US	ROOF REPAID	E	B	5	N	N	3		6,308	6,308	6,308	0	6/22/2017	C		12/31/2017
4400001005	KINETICS INDUSTRIES INC 140 STOKES AVE TRENTON, NJ 08638 US	DIODE	E	B	5	F	N	3	*	15,812	15,812	15,812	0	6/22/2017	C		8/4/2017
4400001014	CLARK EQUIPMENT CO DBA BOBCAT CO 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	MOWER ATTACHMENT	E	B	7	N	N	1	*	6,884	6,884	6,884	0	6/1/2017	C		12/31/2017

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4400001020	TRAIL KING INDUSTRIES INC 300 E NORWAY MITCHELL, SD 57301-4777 US	TRAILER	E	B	7	F	N	1		69,945	69,945	69,945	0	12/5/2017	C		12/31/2017
4400001021	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	BACKHOE	E	B	7	N	N	1		99,216	99,216	99,216	0	11/21/2017	C		12/31/2017
4400001022	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	5500 TRUCK	E	B	7	N	N	1		51,408	0	0	51,408	6/27/2017	C		12/31/2017
4400001040	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	CARGO VAN	E	B	7	N	N	2		26,185	0	0	26,185	6/1/2017	O	12/31/2018	
4400001043	J C EHRLICH CO INC BUFFALO EXTERMINATING - RENTOKIL-IN 6300 COLLETT RD W FARMINGTON, NY 14425 US	VEG. MGMT & EXTERMINATION - SYRACUSE	S	C	5	N	N	3		7,500	7,171	7,171	329	11/15/2017	C		12/31/2017
4400001046	NORTH ATLANTIC POWER GREAT LAKES POWER SERVICE 15 CONTINENTAL DR EXETER, NH 03833 US	MOUNTAIN GOAT CHIPPER REPAIRS	E	C	5	F	N	2	*	6,577	6,577	6,577	0	6/30/2017	O	6/19/2018	
4400001049	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	ELECTRICAL WORK FOR ELLICOTT DREDGE	S	1	5	F	N	1		39,074	39,074	39,074	0	7/6/2017	O	7/5/2018	
4400001056	THE CARLYLE JOHNSON MACHINE COMPANY LLC 291 BOSTON TPKE BOLTON, CT 06043-7252 US	MECHANICAL CLUTCH	E	2	5	F	N	1		14,200	14,200	14,200	0	7/1/2017	C		12/31/2017
4400001061	BARTON & LOGUIDICE DPC 443 ELECTRONICS PKWY LIVERPOOL, NY 13088-6056 US	MS4 STORMWATER PROJECT	P	B		N	N	7		64,300	24,415	24,415	39,885	11/20/2017	O	11/19/2018	
4400001065	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	EXCAVATOR RENTAL	E	B	5	N	N	3		16,450	16,366	16,366	84	12/8/2017	C		12/31/2017
4400001067	HANSON AGGREGATES NEW YORK LLC 4800 JAMESVILLE RD PO BOX 513 JAMESVILLE, NY 13078 US	GABION STONE	E	B	7	N	N	1		45,000	22,768	22,768	22,232	7/1/2017	O	7/11/2018	
4400001069	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 3500 W/PLOW	E	B	7	N	N	1		120,429	120,429	120,429	0	12/4/2017	C		12/31/2017

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4400001099	MAWHINEY TRUCKING INC 425 LAKE ST WILSON, NY 14172-9798 US	CLAY	E	B	5	N	N	3		14,413	14,413	14,413	0	7/14/2017	C		9/30/2017
4400001109	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	WESTERN STAR 4900	E	B	7	N	3	1		272,911	0	0	272,911	7/20/2017	C		12/31/2017
4400001110	BEDFORD BLACKTOP LLC 7361 WHEELER RD LOCKPORT, NY 14094-9418 US	BLACKTOP AT LOCK 34/35	C	B	5	N	N	3		9,450	9,450	9,450	0	7/20/2017	C		12/31/2017
4400001114	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE	E	B	7	N	N	1		7,000	5,282	5,282	1,718	11/21/2017	O	6/30/2018	
4400001115	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	CISCO SMARTNET CANAL MAINTENANCE	S	B	7	N	N	1	*	68,235	68,235	68,235	0	1/1/2017	C		8/4/2017
4400001119	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	LICENSES FOR VSP-G400-G600 REPLICATION AND SOFTWARE SUPPORT	E	B	7	N	4	3		14,026	14,026	14,026	0	7/24/2017	O	7/23/2018	
4400001136	CORE & MAIN LP 14 ARCH ST WATERVLIET, NY 12189 US	HDPE PIPE	E	B	6	N	N	3		33,250	0	0	33,250	7/31/2017	C		9/30/2017
4400001156	CRANE-HOGAN STRUCTURAL SYSTEMS INC 3001 BROCKPORT RD SPENCERPORT, NY 14559 US	LOCK O-7 REHABILITATION	C	B		N	N	6		24,888,446	1,272,105	1,272,105	23,616,341	7/25/2017	O	6/26/2020	
4400001158	CALLAHAN WEBER HYDRAULICS 10751 ALLEGHANY RD DARIEN CENTER, NY 14040 US	GASPORT BRIDGE REPAIRS	E	2	8	N	N	1		93,974	70,684	70,684	23,290	8/7/2017	C		9/29/2017
4400001165	DHI WATER AND ENVIRONMENT 141 UNION BLVD STE 250 LAKEWOOD, CO 80228-2206 US	MAINTENANCE-MIKE OPERATIONS SOFTWARE - CANALS	S	1		N	N	1	*	53,487	53,487	53,487	0	7/1/2017	O	6/30/2018	
4400001167	ROME AREA CHAMBER OF COMMERCE INC 139 W DOMINICK ST ROME, NY 13440-5809 US	TENT RENTAL FOR BICENTENNIAL EVENT ON 7.22.17	E	B	6	N	N	1		5,123	5,123	5,123	0	8/7/2017	C		8/7/2017
4400001168	CITY OF LOCKPORT ONE LOCKS PLZ LOCKPORT, NY 14094 US	FIREWORK DISPLAY ON 7/8/2017	S	B	6	N	N	1		5,000	5,000	5,000	0	8/7/2017	C		8/7/2017
4400001178	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	WHITE OAK	E	B	5	N	N	1		10,868	0	0	10,868	1/1/2017	O	9/30/2018	
4400001179	SISCO MARINE LLC MARINE INLAND FABRICATIONS 1725 BUCHANAN ST PANAMA CITY, FL 32409-1482 US	PUSH BOATS	E	B		F	N	1		564,602	375,000	375,000	189,602	10/13/2017	O	5/31/2018	
4400001188	COMET FLASHER INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	SIGNAGE FOR GASPORT	E	B	5	N	N	3		5,260	0	0	5,260	8/9/2017	O	7/31/2018	

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4400001195	KLEIN STEEL SERVICE INC 105 VANGUARD PKWY ROCHESTER, NY 14606-3100 US	STEEL	E	B	5	N	N	1	*	7,004	7,004	7,004	0	7/1/2017	C		8/30/2017
4400001207	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	RAM 3500	E	B	7	N	N	1		50,504	0	0	50,504	8/10/2017	O	2/28/2018	
4400001208	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	WESTERN STAR	E	B	7	N	3	1		177,827	0	0	177,827	7/25/2017	O	2/28/2018	
4400001220	CORE & MAIN LP 14 ARCH ST WATERVLIET, NY 12189 US	HDPE PIPE	E	B	5	N	N	3		32,250	0	0	32,250	8/11/2017	O	1/1/2018	
4400001226	MOHAWK VALLEY MATERIALS INC 9788 RIVER RD MARCY, NY 13403-2049 US	VEGETATION MANAGEMENT	C	B		N	N	2		2,386,382	1,145,299	1,145,299	1,241,083	10/16/2017	O	6/30/2018	
4400001234	SOUVENIR FARMS INC DBA KNIGHTES FARM 7160 STATE ROUTE 158 SCHENECTADY, NY 12306 US	MOWERS	E	B	7	N	N	1		16,509	16,509	16,509	0	6/1/2017	C		12/31/2017
4400001235	SOUVENIR FARMS INC DBA KNIGHTES FARM 7160 STATE ROUTE 158 SCHENECTADY, NY 12306 US	MOWERS	E	B	5	N	N	1		16,500	16,500	16,500	0	6/1/2017	C		12/31/2017
4400001240	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	WHITE OAK	E	B	5	N	N	1		7,478	0	0	7,478	1/1/2017	O	12/31/2018	
4400001243	ABELE TRACTOR & EQUIP CO INC 72 EVERETT RD ALBANY, NY 12205-1499 US	GRAPPLE	E	B	5	N	N	1	*	13,755	13,755	13,755	0	7/1/2017	O	1/31/2018	
4400001244	TIME WARNER CABLE INC 20 CENTURY HILL DR LATHAM, NY 12110-2116 US	TIME WARNER ETHERNET FOR CANAL LOCATIONS	S	B	7	N	N	1		1,034,051	61,355	61,355	972,696	8/18/2017	O	7/30/2023	
4400001245	C H BURKDORF & SON INC 35 HOUGH ST ST JOHNSVILLE, NY 13452-1241 US	ROOFING SUPPLIES	E	B	5	N	N	3		6,527	6,527	6,527	0	8/18/2017	O	12/31/2018	
4400001251	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	WHEEL LOADER	E	B	7	N	N	1		448,365	0	0	448,365	8/18/2017	O	12/31/2018	
4400001252	TRAIL KING INDUSTRIES INC 300 E NORWAY MITCHELL, SD 57301-4777 US	BEAM TRAILER	E	B	7	N	N	1		89,480	0	0	89,480	8/16/2017	C		12/31/2017
4400001253	TRAIL KING INDUSTRIES INC 300 E NORWAY MITCHELL, SD 57301-4777 US	TRAILER	E	B	7	N	N	1		69,945	0	0	69,945	8/1/2017	C		12/31/2017

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4400001254	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	GOMEZ AND SULLIVAN FLOOD WARNING OPTIMIZATION SYSTEM SUPPORT	P	2	8	N	N	1		443,991	258,842	258,842	185,149	1/1/2017	O	2/28/2018	
4400001258	ABSCOPE ENVIRONMENTAL INC 7086 COMMERCIAL DR CANASTOTA, NY 13032-4763 US	ASBESTOS REMOVAL AND REPAIR FOR LYONS CANAL	C	B	7	N	N	1		6,200	6,200	6,200	0	8/21/2017	C		12/31/2017
4400001261	DELOITTE & TOUCHE LLP 4022 SELLS DR HERMITAGE, TN 37076-2903 US	INTERNAL AUDIT COSOURCE	P	B		N	N	4		549,070	466,986	466,986	82,084	8/22/2017	O	3/6/2018	
4400001262	BRIGGS & STRATTON POWER PRODUCTS GR FERRIS INDUSTRIES DBA 5375 N MAIN ST MUNNSVILLE, NY 13409 US	FERRIS MOWERS	E	B	7	N	N	1		25,575	25,575	25,575	0	10/26/2017	C		12/31/2017
4400001264	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	BACKHOE	E	B	7	N	N	1		104,406	104,406	104,406	0	10/30/2017	C		12/31/2017
4400001270	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MICROSOFT TRUE-UP LICENSES	E	B	7	N	N	1		59,874	0	0	59,874	8/23/2017	C		8/31/2017
4400001274	GCOM SOFTWARE INC 24 MADISON AVE EXT ALBANY, NY 12203-5396 US	HISTORICAL SCANNING	S	B	1	N	4	3		104,192	28,434	28,434	75,758	11/20/2017	C		12/31/2017
4400001276	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CANAL FWOS MIGRATION SERVICES	P	2	8	N	N	1		77,586	0	0	77,586	8/25/2017	C		12/31/2017
4400001277	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	MIGRATE, ENHANCE, AND HOST CANAL AUTOMATED EARTHQUAKE RESPONSE	S	2	8	N	N	1		154,617	105,175	105,175	49,442	8/25/2017	C		12/31/2017
4400001278	GOMEZ AND SULLIVAN ENGINEERS DPC 288 GENESEE ST UTICA, NY 13502 US	CANAL GIS INTEGRATION AND HOSTING SERVICES	S	2	8	N	N	1		185,921	3,342	3,342	182,579	8/25/2017	O	12/31/2019	
4400001284	DELL MARKETING LP C/O DELL USA LP ONE DELL WAY MS RR3-58 ROUND ROCK, TX 78664-7000 US	MICROSOFT TRUE-UP LICENSES	E	B	7	F	N	1		561,670	185,892	185,892	375,778	8/28/2017	O	8/31/2020	
4400001288	SOURCE IT TECHNOLOGIES LLC KARA HOMAN 24 EAST AVE - STE 244 NEW CANAAN, CT 06840-5529 US	FWOS VIRTUALIZATION	E	B	7	F	3	3		42,354	42,354	42,354	0	11/8/2017	C		12/31/2017
4400001290	WAYPOINT TECHNOLOGY GROUP LLC 17 COMPUTER DR E ALBANY, NY 12205 US	TRIMBLE YUMA 2/R2 ROVER MAPPING SYSTEM	E	B	7	N	N	1		31,994	31,994	31,994	0	8/31/2017	C		12/31/2017
4400001303	CLARK EQUIPMENT CO DBA BOBCAT CO 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	COMPACT EXCAVATORS	E	B	7	N	N	1	*	238,162	238,162	238,162	0	11/15/2017	C		12/31/2017

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4400001305	DEERE & COMPANY AG & TURF CBD & GOVERNMENT SALES 2000 JOHN DEERE RUN CARY, NC 27513-2789 US	MOWERS	E	B	7	N	N	1		50,012	0	0	50,012	8/25/2017	C		12/31/2017
4400001306	CLARK EQUIPMENT CO DBA BOBCAT CO 250 EAST BEATON DR - PO BOX 6000 WEST FARGO, ND 58078-2656 US	BOBCATS	E	B	7	N	N	1		219,908	0	0	219,908	9/1/2017	C		12/31/2017
4400001321	MORBARK LLC PO BOX 1000 WINN, MI 48896-1000 US	WOOD CHIPPER	E	B	7	N	N	1		38,447	0	0	38,447	9/1/2017	C		12/31/2017
4400001334	A E Y ENTERPRISES INC 1607 COMMONS PKWY MACEDON, NY 14502-9191 US	PAVING	E	B	5	N	N	3		37,368	37,368	37,368	0	9/8/2017	O	3/31/2018	
4400001351	CORPORATE COUNSELING ASSOCIATES INC 475 PARK AVE S - FL 5 NEW YORK, NY 10016 US	EMPLOYEE ASSISTANCE PROGRAM	S	B		N	N	4		10,000	4,000	4,000	6,000	9/12/2017	C		11/28/2017
4400001375	SHELBY CRUSHED STONE INC 10830 BLAIR RD MEDINA, NY 14103 US	CRUSHED STONE	E	B	7	N	N	1		9,250	333	333	8,917	9/15/2017	O	9/14/2018	
4400001376	WALTER S PRATT & SONS INC 317 COLUMBIA ST - PO BOX 170 RENSSELAER, NY 12144-2920 US	AIR COMPRESSOR	E	B	7	N	1	1		19,849	19,849	19,849	0	11/3/2017	C		12/31/2017
4400001382	BONDED CONCRETE INC PO BOX 189 303 WATERVLIET RD WATERVLIET, NY 12189 US	CONCRETE	E	B	7	N	N	1	*	25,921	25,921	25,921	0	11/30/2017	O	11/29/2018	
4400001383	BONDED CONCRETE INC PO BOX 189 303 WATERVLIET RD WATERVLIET, NY 12189 US	BONDED CONCRETE	E	B	7	N	N	1	*	7,006	7,006	7,006	0	7/1/2017	C		12/31/2017
4400001387	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3904 US	EXCAVATOR RENTAL	E	B	7	N	N	1		6,691	0	0	6,691	8/1/2017	O	1/31/2018	
4400001394	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	HARDWOODS	E	B	5	N	N	1		7,460	7,460	7,460	0	12/6/2016	O	12/31/2018	
4400001405	UNITED WELDING SUPPLY CO INC 170 FREEMANS BRIDGE RD SCOTIA, NY 12302-3508 US	BIG BLUE	E	B	5	N	N	3		16,800	16,800	16,800	0	12/7/2017	C		12/31/2017
4400001409	NAUTILUS FLOATS 4000 W 106 ST #125-254 CARMEL, IN 46032-7720 US	LINE FLOATS WITH HARDWARE TO BE DELIVERED TO UTICA CANAL SHOP AND WATERFORD CANAL SHOP	E	B		F	N	3		116,072	116,072	116,072	0	11/20/2017	C		12/31/2017
4400001416	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	LAPTOPS	E	B	5	N	N	1		19,667	19,641	19,641	26	11/20/2017	C		12/31/2017
4400001417	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	ELITEBOOKS	E	B	5	N	N	2		5,079	5,079	5,079	0	9/1/2017	C		12/31/2017

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4400001429	LITHIA OF YORKVILLE-2 LLC CARBONE CHRYSLER DODGE JEEP RAM 5017 COMMERCIAL DR YORKVILLE, NY 13495-1105 US	DURANGO	E	B	7	N	N	2		31,354	0	0	31,354	9/1/2017	C		12/31/2017
4400001433	ELDCO LLC CABS-ROPS & ATTACHMENTS PO BOX 158 IRON RIVER, WI 54847-0158 US	MAN BASKETS	E	C	5	F	N	3		6,425	0	0	6,425	9/25/2017	C		12/31/2017
4400001438	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3912 US	TRAILER	E	B	7	N	N	1		9,592	0	0	9,592	9/1/2017	C		12/31/2017
4400001454	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3912 US	TRAILER	E	B	7	N	N	1		8,767	0	0	8,767	9/1/2017	C		12/31/2017
4400001467	TRACEY ROAD EQUIPMENT INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057-3912 US	TRAILER	E	B	7	N	N	1		10,927	0	0	10,927	9/1/2017	C		12/31/2017
4400001468	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	EXCAVATOR	E	B	7	N	N	1		310,391	0	0	310,391	9/1/2017	C		12/31/2017
4400001469	SOUTHWORTH-MILTON INC 500 COMMERCE DR CLIFTON PARK, NY 12065 US	EXCAVATOR	E	B	7	N	N	1		314,460	0	0	314,460	10/16/2017	C		12/31/2017
4400001474	WAYPOINT TECHNOLOGY GROUP LLC 17 COMPUTER DR E ALBANY, NY 12205 US	DAM SAFETY EQ	E	B	7	N	N	1		8,361	8,361	8,361	0	9/1/2017	C		12/31/2017
4400001475	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	WHITE OAKS	E	B	5	N	N	1		24,428	0	0	24,428	1/1/2017	O	12/31/2018	
4400001480	RIBERDY CONTRACTING CORP 27 BUTTON RD WATERFORD, NY 12188-1211 US	FIRE HYDRANT INSTALL	E	B	5	N	N	3		9,200	9,200	9,200	0	9/1/2017	C		12/31/2017
4400001491	BRAEMAR TECHNICAL SERVICES INC 5 HANOVER SQ - STE 202 NEW YORK, NY 10004-2660 US	TUGBOAT ASSESSMENT	P	C	6	N	N	3		6,520	0	0	6,520	10/9/2017	C		12/31/2017
4400001493	ANTHONY BOGAN A & A ELECTRIC 8568 THOMPSON STATION RD LYONS, NY 14489-9740 US	REPLACE MAIN ELECTRICAL SERVICE AT LYONS SHOP	C	B	6	N	N	3		24,400	0	0	24,400	10/9/2017	C		10/31/2017
4400001495	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEDESK 800	E	B	7	F	N	1		16,994	0	0	16,994	10/9/2017	C		12/4/2017
4400001501	TRACEY ROAD EQUIP INC 6803 MANLIUS CENTER RD EAST SYRACUSE, NY 13057 US	TRAILER RENTAL	E	B	5	N	N	3		16,000	0	0	16,000	10/11/2017	O	4/30/2018	

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4400001515	MACLEODS LUMBER & HARDWARE INC PO BOX 217 WHITEHALL, NY 12887-0217 US	LUMBER	E	B	5	N	N	3		8,314	0	0	8,314	10/13/2017	O	1/31/2018	
4400001533	LYRIS INC 401 CONGRESS AVE - STE 2650 AUSTIN, TX 78701-3708 US	SOFTWARE	E	2	5	F	N	1		34,940	34,940	34,940	0	10/18/2017	O	9/30/2018	
4400001566	C P WARD INC 100 RIVER RD PO BOX 900 SCOTTSVILLE, NY 14546 US	ALBION WEST CULVERT CLEANING & INSPECTION	C	B		N	N	2		374,739	301,776	301,776	72,963	11/30/2017	O	2/28/2018	
4400001571	C P WARD INC 100 RIVER RD PO BOX 900 SCOTTSVILLE, NY 14546 US	CULVER CLEANING & INSPECTION ALBION CENTRAL	C	B		N	N	2		347,984	136,988	136,988	210,996	11/30/2017	O	2/28/2018	
4400001573	C P WARD INC 100 RIVER RD PO BOX 900 SCOTTSVILLE, NY 14546 US	CULVERT CLEANING & INSPECTION ALBION EAST	S	B		N	N	2		306,110	284,248	284,248	21,862	11/30/2017	C		12/1/2017
4400001577	KIVORT STEEL INC #380 HUDSON RIVER RD WATERFORD, NY 12188 US	STEEL BARS	E	B	5	N	N	3		45,368	28,355	28,355	17,013	10/26/2017	C		12/30/2017
4400001590	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 35 INDUSTRIAL DR NORTH TONAWANDA, NY 14120-3244 US	WHITE OAK	E	B	7	N	N	3		7,906	0	0	7,906	10/31/2017	O	7/31/2018	
4400001592	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1611 BUSH ST BALTIMORE, MD 21230 US	DREDGE PARTS	E	1	6	F	N	1		46,613	0	0	46,613	11/1/2017	C		12/31/2017
4400001593	ABELE TRACTOR & EQUIP CO INC 72 EVERETT RD ALBANY, NY 12205-1499 US	EXCAVATOR RENTAL	E	B	7	N	N	1		15,325	0	0	15,325	11/1/2017	C		12/31/2017
4400001594	VANTAGE EQUIPMENT LLC 5985 COURT STREET RD SYRACUSE, NY 13206-1707 US	HAUL TRUCK RENTAL	E	B	7	N	N	1		9,700	0	0	9,700	11/1/2017	O	1/31/2018	
4400001601	KEYSTONE PRECISION INSTRUMENTS DBA FOR KMEL CORP 1670 E RACE ST ALLENTOWN, PA 18109-9580 US	ECHOSOUND DEVICE FOR CANALS	E	B	5	F	N	3		6,274	0	0	6,274	12/7/2017	C		12/31/2017
4400001602	STEPHENSON EQUIPMENT INC 6018 DROTT DR EAST SYRACUSE, NY 13057-2998 US	CRANE RENTAL	E	B	7	N	N	4		36,400	0	0	36,400	11/1/2017	O	4/30/2018	
4400001606	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	HYDRAULIC DREDGE	E	B		F	N	2		2,595,650	1,000,000	1,000,000	1,595,650	11/6/2017	O	6/30/2018	
4400001635	ABELE TRACTOR & EQUIP CO INC 72 EVERETT RD ALBANY, NY 12205-1499 US	DOZER RENTAL	E	B	7	N	N	1		15,750	0	0	15,750	11/7/2017	C		12/31/2017

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4400001638	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	ELLICOTT PARTS	E	2	5	F	N	1		45,478	0	0	45,478	11/7/2017	O	1/30/2018	
4400001640	MOHAWK VALLEY MATERIALS INC 9788 RIVER RD MARCY, NY 13403-2049 US	BOND PAYMENT	E	B	5	N	N	1		24,562	24,562	24,562	0	11/8/2017	O	7/31/2018	
4400001649	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	FLEET	E	B	7	N	N	1		36,188	36,188	36,188	0	12/4/2017	O	12/3/2018	
4400001650	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	1500 QUAD	E	B	7	N	N	2	*	30,340	30,340	30,340	0	12/4/2017	C		12/31/2017
4400001653	Y S I INC ATTN: ORDER ENTRY 9843 18TH ST N STE 1200 ST PETERSBURG, FL 33716-4208 US	XYLEM PARTS	E	2	5	F	N	1		7,094	0	0	7,094	11/13/2017	C		12/31/2017
4400001659	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	STEEL CASTINGS	E	B	7	F	N	1		56,545	0	0	56,545	11/15/2017	O	6/1/2018	
4400001662	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	EMERGENCY SPILL CLEANUP	S	C	5	N	1	1		12,737	12,587	12,587	150	11/14/2017	C		11/15/2017
4400001666	ATLANTIC FLUID POWER INC ATLANTIC INDUSTRIAL TECH INC 90 PRECISION DR SHIRLEY, NY 11967-4702 US	HYDRAULIC PARTS	E	B		N	N	5		24,636	0	0	24,636	11/16/2017	O	1/31/2018	
4400001673	NRC NY ENVIRONMENTAL SERVICES INC 1260 SCOTTSVILLE RD STE 102 ROCHESTER, NY 14624 US	EMERGENCY SPILL CLEANUP - NYPA CONTRACT	S	C	1	N	N	1		30,000	0	0	30,000	11/16/2017	O	1/30/2018	
4400001675	ATLANTIC FLUID POWER INC ATLANTIC INDUSTRIAL TECH INC 90 PRECISION DR SHIRLEY, NY 11967-4702 US	VALVE HPU	E	B		N	N	5		24,636	0	0	24,636	11/16/2017	O	1/31/2018	
4400001676	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PC 66731 AED	E	B	7	N	N	1	*	61,123	61,123	61,123	0	11/20/2017	O	1/31/2018	
4400001679	ATLANTIC FLUID POWER INC ATLANTIC INDUSTRIAL TECH INC 90 PRECISION DR SHIRLEY, NY 11967-4702 US	GATE HPU	E	B		N	N	4		203,491	0	0	203,491	11/16/2017	O	1/31/2018	

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4400001680	ATLANTIC FLUID POWER INC ATLANTIC INDUSTRIAL TECH INC 90 PRECISION DR SHIRLEY, NY 11967-4702 US	GATE HPU	E	B	8	N	N	4		203,491	0	0	203,491	11/16/2017	O	1/31/2018	
4400001686	FIVE STAR EQUIPMENT INC 6500 E TAFT RD EAST SYRACUSE, NY 13057 US	TRACK REPAIRS	E	2	5	N	N	1		8,405	0	0	8,405	11/20/2017	C		12/31/2017
4400001687	POSEIDON BARGE LTD 3101 NEW HAVEN AVE FORT WAYNE, IN 46803-2744 US	PRE ENGINEERED BARGE SYSTEM FOR THE UTICA CANAL CORP	E	B		F	N	2		101,573	0	0	101,573	12/8/2017	O	3/31/2018	
4400001690	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	CAT RENTAL	E	B	7	N	N	1		6,500	0	0	6,500	11/20/2017	C		12/31/2017
4400001693	POSEIDON BARGE LTD 3101 NEW HAVEN AVE FORT WAYNE, IN 46803-2744 US	FLEXIFLOATS FOR FONDA CANAL LOCATION	E	B		F	N	2		438,453	0	0	438,453	12/5/2017	O	4/1/2018	
4400001694	STEPHENSON EQUIPMENT INC 1886 DUANESBURG RD DUANESBURG, NY 12056 US	CRANE RENTAL	E	B	7	N	N	1		35,400	13,800	13,800	21,600	11/20/2017	O	3/30/2018	
4400001707	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	TERRAIN BOOM LIFT 4WD RENTAL FOR 6 MONTHS FOR SYRACUSE CANAL SHOP	E	B	7	N	N	1		8,700	0	0	8,700	11/27/2017	C		11/30/2017
4400001710	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	SOFTWARE MAINTENANCE	S	B	7	N	N	1		18,506	0	0	18,506	11/18/2017	O	11/17/2018	
4400001715	ELLICOTT DREDGES LLC ELLICOTT DREDGE ENTERPRISES LLC, EL 1425 WICOMICO ST BALTIMORE, MD 21230 US	HD6 PARTS	E	2	5	F	N	1		7,747	0	0	7,747	11/27/2017	O	4/30/2018	
4400001716	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	ACCELA SOFTWARE MAINTENANCE	S	B	7	N	N	1		65,303	0	0	65,303	11/8/2017	O	11/7/2018	
4400001734	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP ELITEBOOK LAPTOPS W/MAINTENANCE, CASES	E	B	7	F	N	1		62,604	320	320	62,284	12/1/2017	O	1/31/2018	
4400001739	HYPACK INC 56 BRADLEY ST MIDDLETOWN, CT 06457 US	DREDGEPACK MONITORING SOFTWARE	E	1	6	F	N	1		33,045	0	0	33,045	12/4/2017	O	12/3/2018	
4400001741	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	FLAMMABLE CABINETS - PC67235	E	B	7	N	2	1	*	46,082	46,082	46,082	0	12/4/2017	O	12/31/2018	
4400001764	DLT SOLUTIONS LLC 2411 DULLES CORNER PARK - STE 800 HERNDON, VA 20171-6168 US	SOFTWARE LICENSES AND MAINTENANCE	E	B	6	N	N	3		13,335	0	0	13,335	12/8/2017	O	12/7/2018	
4400001769	RIG ALL INC 2322 BROAD ST FRANKFORT, NY 13340 US	CRANE RENTAL	E	C	5	N	N	1		7,420	0	0	7,420	12/7/2017	O	1/31/2018	

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4400001770	RIG ALL INC 2322 BROAD ST FRANKFORT, NY 13340 US	CRANE RENTAL	E	C	5	N	N	1		7,420	0	0	7,420	12/7/2017	O	4/30/2018	
4400001775	QUALITY TOOL & EQUIPMENT INC BEST BUY AUTO EQUIPMENT 42660 RIO NEDO TEMECULA, CA 92590-3710 US	TIRE BALANCER FOR ALBION	E	B	5	F	N	3		8,150	0	0	8,150	12/8/2017	O	7/31/2018	
4400001777	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	FUJITSU SCANSNAP IX500 SCANNER	E	B	6	F	4	7		10,425	0	0	10,425	12/9/2017	C		12/27/2017
4400001778	ATLANTIC FLUID POWER INC ATLANTIC INDUSTRIAL TECH INC 90 PRECISION DR SHIRLEY, NY 11967-4702 US	VALVE CYLINDERS	E	C		N	N	5		10,029	0	0	10,029	12/11/2017	C		12/31/2017
4400001782	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	PORTABLE GANTRY	E	B	5	N	N	3		5,478	0	0	5,478	12/11/2017	O	1/31/2018	
4400001789	PUMP SERVICE AND SUPPLY OF TROY INC 1 REGATTA PLACE TROY, NY 12180-1229 US	DEWATERING PUMP OUT	E	C	5	N	1	3		9,000	0	0	9,000	12/12/2017	O	5/30/2018	
4400001791	MOBILE MINI INC 1353 INDIAN FIELDS RD FEURA BUSH, NY 12067-1707 US	MINI STORAGE	E	C	5	N	N	3		16,146	0	0	16,146	12/12/2017	O	1/31/2018	
4400001792	MOBILE MINI INC 1353 INDIAN FIELDS RD FEURA BUSH, NY 12067-1707 US	MOBIL MINI	E	C	5	N	N	3		16,146	0	0	16,146	12/12/2017	O	1/31/2018	
4400001795	HP INC 1501 PAGE MILL RD PALO ALTO, CA 94304-1126 US	HP PRO	E	B	7	N	N	2		47,949	0	0	47,949	12/14/2017	C		12/31/2017
4400001797	ALL SEASONS EQUIPMENT INC 60 FREEMANS BRIDGE RD SCOTIA, NY 12302 US	SNOW BLOWERS	E	C	5	N	N	3		6,950	0	0	6,950	12/15/2017	C		12/31/2017
4400001804	FREEPORT MARINE SUPPLY CO INC 47 W MERRICK RD PO BOX 111 FREEPORT, NY 11520-0111 US	FLOAT COATS	E	B	5	N	N	3		12,147	0	0	12,147	12/18/2017	C		12/31/2017
4400001809	MILLERS ISLAND PROPELLER INC 2200 SPARROWS POINT RD BALTIMORE, MD 21219-1743 US	PROPELLER FOR SYRACUSE CANAL	E	B	5	F	N	3		5,947	0	0	5,947	12/19/2017	O	12/18/2018	
4400001824	ADMAR SUPPLY CO INC STE 1 1950 BRIGHTON HENRIETTA TL RD ROCHESTER, NY 14623-2597 US	4 MONTH RENTAL AGREEMENT FOR BOOM LIFT AND AIR COMPRESSOR LOCKE 4	E	B	7	N	N	1		10,480	0	0	10,480	12/27/2017	O	4/29/2018	
4400001838	FRONTIER HEATING CHIMNEY & A/C SERV FRONTIER HEATING CHIMNEY & A/C SERV 115 E BANK ST ALBION, NY 14411 US	EMERGENCY FURNACE REPAIR	S	C	5			0		8,967	0	0	8,967	12/14/2017	C		12/31/2017
4400001840	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	EXCAVATOR RENTAL	E	B	7			0		9,500	0	0	9,500	8/30/2017	C		9/26/2017

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4400001844	US DEPT OF AGRICULTURE ANIMAL & PLANT HEALTH INSPECTION PO BOX 979043 SAINT LOUIS, MO 63197-9000 US	USDA WILDLIFE	S	B	7			0		243,516	0	0	243,516	1/1/2017	O	12/31/2019	
4700000000	AECOM USA INC 605 3RD AVE NEW YORK, NY 10158-0180 US	CONSTRUCTION MANAGEMENT/INSPECTION SERVICES NYS CANAL CORP	P	B		N	N	5		782,525	0	0	782,525	1/2/2017	O	12/31/2021	
4700000001	ARCADIS OF NEW YORK INC 44 S BROADWAY - FL 15 WHITE PLAINS, NY 10601-4411 US	CANAL CORP CONSTRUCTION MGMT&INSPEC SVCS	S	C	8	N	N	18		3,509,475	10,917	10,917	3,498,558	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	S	C	8	N	N	18		782,525	0	0	782,525	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	C	8	N	N	18		3,000,000	47,078	47,078	2,952,922	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	C	8	N	4	18		3,904,582	0	0	3,904,582	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 FOR NYS CANAL CORPORATION	P	C	8	N	N	18		2,000,000	115,245	115,245	1,884,755	1/2/2017	O	12/31/2021	
4700000006	CHA CONSULTING INC III WINNERS CIRCLE ALBANY, NY 12205-0269 US	ENGINEERING SERVICES FOR NYS CANAL CORPORATION	P	C	8	N	N	18		2,000,000	0	0	2,000,000	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 FOR CANALS	P	C	8	N	N	18		2,000,000	0	0	2,000,000	1/2/2017	O	12/31/2021	
4700000008	GILMAN CORPORATION PO BOX 68 GILMAN, CT 06336-0068 US	CUSTOM BUOYS	E	2	8	F	1	1		73,370	42,740	42,740	30,630	3/20/2017	O	12/31/2018	
4700000009	O'BRIEN & GERE ENGINEERS INC 333 W WASHINGTON ST - STE 610 SYRACUSE, NY 13202-9203 US	ENGINEERING SERVICES FOR CANALS	P	C	8	N	N	18		2,000,000	0	0	2,000,000	1/2/2017	O	12/31/2021	
4700000010	PAUL C RIZZO ENGINEERING - NEW YORK PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	ENGINEERING SERVICES FOR NYS CANAL CORPORATION	P	C	8	N	N	18		2,000,000	923,101	923,101	1,076,899	1/2/2017	O	12/31/2021	
4700000011	FISHER ASSOCIATES PE LS LA DPC 135 CALKINS RD ROCHESTER, NY 14623-4255 US	WATER QUALITY SAMPLING AT UPLAND DISPOSAL SITES	S	C		N	N	8		35,842	0	0	35,842	4/25/2017	C		5/5/2017
4700000012	NRC NY ENVIRONMENTAL SERVICES INC 6392 DEERE RD - STE 1 SYRACUSE, NY 13206-1323 US	EMERGENCY SPILL AND RESPONSE SERVICES	P	B		N	N	3		3,000,000	0	0	3,000,000	12/12/2017	O	12/31/2020	

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4700000013	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 761 MIDDLE ST BRISTOL, CT 06010-7442 US	EMERGENCY SPILL RESPONSE AND RECOVERY	P	B		N	N	3		3,000,000	0	0	3,000,000	12/12/2017	O	12/31/2020	
4700000014	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	GENERAL ENVIRONMENTAL SERVICES	P	B		F	N	29		3,000,000	0	0	3,000,000	12/14/2017	O	12/31/2020	
4700000015	LABELLA ASSOCIATES PC 300 STATE ST ROCHESTER, NY 14614 US	GENERAL ENVIRONMENTAL	P	B		N	N	29		3,000,000	0	0	3,000,000	12/14/2017	O	12/31/2020	
4700000016	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	GENERAL ENVIRONMENTAL	P	B		N	N	29		3,000,000	0	0	3,000,000	12/14/2017	O	12/31/2020	
4700000017	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	GENERAL ENVIRONMENTAL SERVICES	P	B		N	N	29		3,000,000	0	0	3,000,000	12/14/2017	O	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		3,000,000	0	0	3,000,000	12/14/2017	O	12/31/2020	
4700000019	LOUIS BERGER & ASSOC PC 48 WALL ST - FL 16 NEW YORK, NY 10005-2927 US	CULTURAL RESOURCES	P	B		N	N	10		100,000	0	0	100,000	12/15/2017	O	12/14/2020	
4700000020	THE RESEARCH FOUNDATION FOR SUNY PO BOX 9 ALBANY, NY 12201-0009 US	CULTURAL RESOURCE PROFESSIONAL SERVICES	P	B	8	N	N	10		100,000	0	0	100,000	12/15/2017	O	12/14/2020	
4700000021	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	CULTURAL RESOURCES	P	B		N	3	10		100,000	0	0	100,000	12/17/2017	O	12/14/2020	
4700000025	RICHARD GRUBB AND ASSOCIATES INC 259 PROSPECT PLAINS RD - BLDG D CRANBURY, NJ 08512-3706 US	CULTURAL RESOURCES CONSULTATION	P	B		F	N	10		100,000	0	0	100,000	12/20/2017	O	12/14/2020	
4700000026	AECOM TECHNICAL SERVICES INC 257 W GENESEE ST - STE 400 BUFFALO, NY 14202-2657 US	CULTURAL RESOURCES	P	B		N	N	10		100,000	0	0	100,000	12/30/2017	O	12/14/2020	
4700000029	HARTGEN ARCHEOLOGICAL ASSOCIATES INC 1744 WASHINGTON AVE EXT RENSSELAER, NY 12144-9510 US	CULTURAL RESOURCES VALUE CONTRACT FOR NYS CANAL	P	B				0		100,000	0	0	100,000	10/2/2017	O	10/1/2022	
C010238	JOSEPH M BRESS PO BOX 5680 WASHINGTON, DC 20016-1280 US	ASSISTANCE WITH NEGOTIATION OF LABOR AGREEMENTS	P	B		N	N	1		183,854	0	0	183,854	5/23/2012	O	9/1/2018	
C010242	ROSE & KIERNAN INC 99 TROY RD EAST GREENBUSH, NY 12061-1027 US	HEALTH INSURANCE BROKER	P	B		N	N	1		390,000	0	0	390,000	1/1/2014	O	12/31/2018	

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C010243	ROSE & KIERNAN INC 99 TROY RD EAST GREENBUSH, NY 12061-1027 US	INSURANCE BROKER SERVICES	S	B		N	N	1		210,000	0	0	210,000	11/7/2013	O	11/6/2018	
C010259	PROFESSIONAL HEALTH SERVICES INC 83 S EAGLE RD HAVERTOWN, PA 19083 US	ON SITE OCCUPATIONAL MEDICAL SERVICES	S	B		N	N	1		164,276	22,195	22,195	142,081	12/1/2013	O	10/31/2018	
C010281	ENERGETIX CORPORATION 87 SAINT PAULS RD N HEMPSTEAD, NY 11550 US	EMPLOYEE DRUG & ALCOHOL TESTING	S	B	1	N	N	1		133,501	4,662	4,662	128,839	1/1/2015	O	12/31/2019	
C010290	DAVIS VISION INC PO BOX 848376 DALLAS, TX 75284-8376 US	EMPLOYEE VISION CARE SERVICES	S	B		N	N	1		1,453,551	11,827	11,827	1,441,724	3/1/2015	O	2/28/2020	
C010306	BUFFALO NIAGARA RIVERKEEPER 721 MAIN ST BUFFALO, NY 14203 US	SCAJAQUADA CREEK PADDLESPORT LAUNCH	C	B		N	N	1		150,000	42,109	42,109	107,891	5/1/2015	O	12/31/2018	
C010308	VILLAGE OF MONTOUR FALLS 408 WEST MAIN ST MONTOUR FALLS, NY 14865 US	CATHERINE TRAIL CONNECTOR PROJECT	C	B		N	N	1		30,000	0	0	30,000	12/12/2014	O	12/31/2018	
C010311	FAIRPORT INDUSTRIAL DEVELOPMENT AGE 31 SOUTH MAIN ST FAIRPORT, NY 14450 US	THOMAS CREEK WETLAND PHASE II	C	B		N	N	1		50,000	0	0	50,000	12/12/2014	O	12/31/2018	
C010318	N Y S OFFICE OF GENERAL SERVICES OGS - AGENCY 01050 EMPIRE STATE PLZ PO BOX 2166 ALBANY, NY 12220 US	MEDIA SERVICES	C	B		N	N	1		104,387	0	0	104,387	11/14/2014	O	11/13/2020	
C010324	WAGEWORKS INC 29 COUNTRY FAIR FL 2 TALLAHASSEE, FL 32303 US	EMPLOYEE FLEXIBLE SPENDING PROGRAM	C	B		N	N	1		33,498	826	826	32,672	8/1/2015	O	4/30/2021	
C010343	ERIE CANALWAY HERITAGE FUND INC PO BOX 219 WATERFORD, NY 12188 US	COMMUNITY AND MARKETING SERVICES	S	B	7	N	N	1		205,000	152,290	152,290	52,710	1/1/2016	O	12/31/2018	
C010351	TOWN OF HALFMOON 2A HALFMOON TOWN PLZ HALFMOON, NY 12065-6550 US	CRESCENT PARK BOAT LAUNCH PROJECT	C	B		N	N	1		100,000	0	0	100,000	12/10/2015	O	12/31/2018	
C010352	TOWN OF NISKAYUNA 1 NISKAYUNA CIRCLE NISKAYUNA, NY 12309 US	AQUEDUCT PARK ACCESS IMPROVEMENT PROJECT	C	B		N	N	1		150,000	0	0	150,000	12/10/2015	O	12/31/2018	
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	12/10/2015	O	12/31/2018	
C010354	VILLAGE OF GREEN ISLAND 20 CLINTON ST GREEN ISLAND, NY 12183 US	BLACK BRIDGE CONNECTOR TRAIL PROJECT	C	B		N	N	1		44,000	0	0	44,000	12/10/2015	O	12/31/2018	
C010356	VILLAGE OF BROCKPORT 49 STATE ST BROCKPORT, NY 14420 US	BROCKPORT CANAL IMPROVEMENT PROJECT	C	B		N	N	1		75,000	0	0	75,000	12/10/2015	O	12/31/2018	
C010357	MONTGOMERY COUNTY 9 PARK ST FONDA, NY 12068 US	BIKE TRAIL RESTORATION PROJECT	C	B		N	N	1		100,000	0	0	100,000	12/10/2015	O	12/31/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
C010358	VILLAGE OF FONDA PO BOX 447 8 E MAIN ST FONDA, NY 12068-9999 US	VILLAGE OF FONDA CANALSIDE PARK IMPROVEMENTS PROJECT	C	B		N	N	1		30,000	0	0	30,000	12/10/2015	O	12/31/2018	
C010359	VILLAGE OF FULTONVILLE 10 ERIE ST PO BOX 337 FULTONVILLE, NY 12072-7507 US	VILLAGE OF FULTONVILLE DOCK PHASE 2	C	B		N	N	1		50,000	0	0	50,000	1/31/2016	O	12/31/2018	
C1163300	CIVES CORPORATION VIKING CIVES 14331 MILL ST HARRISVILLE, NY 13648 US	SNOW PLOW FRAME	E	B		N	N	1		69,670	69,670	69,670	0	4/12/2016	C		12/31/2017
C1163470	ROBERT GREEN AUTO & TRUCK INC ROBERT GREEN TRUCK DIVISION INC PO BOX 8002 ROCK HILL, NY 12775 US	TRUCK	E	B	8	N	N	1		46,191	0	0	46,191	4/14/2016	C		12/31/2017
C1169498	NETWORKFLEET INC 9868 SCRANTON RD SAN DIEGO, CA 92121 US	MONTHLY MONITORING FEE FOR NETWORK FLEET GPS	S	B		N	N	1		98,209	44,191	44,191	54,018	7/19/2016	C		12/31/2017
C1174082	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 455 MAIN ST GAINESVILLE, NY 14066 US	LUMBER	E	B		N	N	1		6,624	6,624	6,624	0	9/27/2016	C		8/4/2017
C1175393	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	COUNTERWEIGHT CABLES	E	B		N	N	1		93,595	0	0	93,595	10/18/2016	O	12/31/2018	
C1175940	THE PROPELLER WORKS INC 53 LEICESTER ST CANANDAIGUA, NY 14424 US	PROPELLER FOR TUG	E	B		N	N	1		7,033	6,794	6,794	239	10/27/2016	C		8/4/2017
C1175941	THE PROPELLER WORKS INC 53 LEICESTER ST CANANDAIGUA, NY 14424 US	PROPELLER FOR TUG	E	B		N	N	1		7,033	6,794	6,794	239	10/27/2016	C		8/4/2017
C1176171	SYSTEMS MANAGEMENT PLANNING INC 1020 JOHN ST WEST HENRIETTA, NY 14586-9757 US	MIGRATION CONSULTING	P	B		N	N	1		13,542	3,386	3,386	10,156	10/31/2016	C		12/31/2017
C1176510	CLARK RIGGING & RENTAL CORP PO BOX 15124 LOCKPORT, NY 14094 US	ROUGH TERRAIN CRANE RENTAL	E	B		N	N	1		25,801	25,800	25,800	1	11/4/2016	C		12/31/2017
C1176585	MILLER MARQUART LUMBER CO LLC THOMAS MARQUART 455 MAIN ST GAINESVILLE, NY 14066 US	LUMBER	E	B		N	N	1		5,465	5,465	5,465	0	11/7/2016	C		8/4/2017
C1176664	PITTSBURGH FOUNDRY & MACHINE CO 20 36TH ST PITTSBURGH, PA 15201 US	GATE PARTS	E	B		N	N	1		39,660	39,660	39,660	0	11/8/2016	C		8/4/2017
D213915	BARTON & LOGUIDICE DPC 443 ELECTRONICS PKWY LIVERPOOL, NY 13088-6056 US	HUDSON RIVER SAMPLING	S	B		N	N	1		3,882,445	2,249	2,249	3,880,196	11/5/2009	C		12/31/2017

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D214047	W S A GROUP PE-PC WILBUR SMITH ASSOCIATES 11 BRITISH AMERICAN BLVD SUITE 200 LATHAM, NY 12110 US	TROPICAL STORM LEE LOCK 8 SCOTIA/SCHENECTADY DAMAGES CAPITAL	C	B		N	N	1		6,648,048	0	0	6,648,048	1/18/2011	C		3/30/2017
D214129	U R S CORPORATION - NEW YORK PO BOX 116183 ATLANTA, GA 30368-6183 US	TROPICAL STORM IRENE LOCK 8 INCLUDING ALL INTERNAL LABOR, DESIGN CONTRACT AND INSPECTION CONTRACT COSTS	C	B		N	N	1		2,801,459	0	0	2,801,459	12/13/2012	C		4/15/2017
D214143	GREENMAN-PEDERSEN INC 80 WOLF RD STE 300 ALBANY, NY 12205 US	WHITEHALL NEW LOCK C12 UTILITY STRUCTURE	C	B		N	N	1		7,269,740	11,065	11,065	7,258,675	10/8/2012	C		3/17/2017
D214144	LABELLA ASSOCIATES PC 300 STATE ST ROCHESTER, NY 14614 US	FAIRPORT SPILLWAY WALL REHAB MONROE COUNTY	C	B		N	N	1		3,762,784	0	0	3,762,784	10/24/2012	C		9/17/2017
D214150	AMSEC ENGINEERING OF NEW YORK PC DBA AENY 112 W 34TH ST FL 18 NEW YORK, NY 10120-0001 US	MARINE ENGINEERING AND NAVAL ARCHITECTURE SERVICES FOR THE NEW YORK STATE CANAL SYSTEM STATEWIDE	A	B		N	N	1		1,500,000	53,276	53,276	1,446,724	5/30/2012	C		6/30/2017
D214152	SHUMAKER CONSULTING ENGINEERING & L 143 COURT ST BINGHAMTON, NY 13901 US	RELOCATE UTICA HARBOR CANAL FACILITIES ONEIDA COUNTY	C	B		N	3	1		563,711	0	0	563,711	12/18/2012	C		4/14/2017
D214153	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	NEWARK MILITARY RUN STREAM CULVERT RPL WAYNE COUNTY	C	B		N	4	1		24,700	0	0	24,700	4/8/2013	C		4/7/2017
D214160	SJB SERVICES INC 5167 S PARK AVE HAMBURG, NY 14075 US	LOCKPORT LOCK E34 SHOTCRETE WALL REHAB	C	B		N	N	1		148,473	0	0	148,473	2/5/2013	C		8/30/2017
D214166	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	UPLAND DISPOSAL SITE CONSTRUCTION AT LOCK E-12	C	B		N	N	1		165,858	0	0	165,858	4/26/2013	C		8/4/2017
D214181	BERGMANN ASSOCIATES INC BERGMA 200 FIRST FEDERAL PLZ 28 E MAIN ST ROCHESTER, NY 14614 US	STATEWIDE CANAL STRUCTURES DAM SAFETY INSPECTION	S	B		N	N	1		3,503,628	1,470,429	1,470,429	2,033,199	4/15/2013	O	4/12/2018	
D214206	URBAN ENGINEERS OF NEW YORK PC 403 MAIN ST SUITE 530 BUFFALO, NY 14203 US	FAIRPORT SPILLWAY WALL REHAB MONROE COUNTY	C	B		N	N	1		760,060	0	0	760,060	4/5/2013	C		5/31/2017
D214233	K C I ENGINEERING OF NEW YORK PC PO BOX 791479 BALTIMORE, MD 21279-1479 US	Steel repairs & Painting of Towers	C	B		N	N	1		934,000	378,811	378,811	555,189	1/1/2014	O	1/23/2019	
D214251	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	MOVABLE DAM 7 AT LOCK E11 REHABILITATION	C	B		N	N	1		56,503,563	4,325,771	4,325,771	52,177,792	12/17/2013	C		12/1/2017
D214282	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	TERM AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES IN WESTERN NY	S	B		N	4	1		1,500,000	0	0	1,500,000	12/3/2013	O	3/31/2018	

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D214285	W S A GROUP PE-PC WILBUR SMITH ASSOCIATES 11 BRITISH AMERICAN BLVD SUITE 200 LATHAM, NY 12110 US	FORT HERKIMER CHURCH TO ERIE CANAL LOCK 18: CONSTRUCT CANALWAY TRAIL, HERKIMER COUNTY	C	B		N	N	1		2,000,000	114,580	114,580	1,885,420	1/2/2014	O	3/31/2018	
D214295	GREENMAN-PEDERSEN INC 80 WOLF RD STE 300 ALBANY, NY 12205 US	CLEAR AND GRUB FORT EDWARD TO FORT ANN TRAIL	C	B		N	N	1		325,000	46,443	46,443	278,557	5/21/2014	O	10/27/2018	
D214297	GANNETT FLEMING ENGINEERS & ARCHITE PO BOX 829160 PHILADELPHIA, PA 19182-9160 US	CURRENT Roof replacement canal section 5 office and shop Lysander	C	B		N	N	1		1,937,933	0	0	1,937,933	4/29/2014	O	6/6/2018	
D214309	C H A CONSULTING INC PO BOX 5269 ALBANY, NY 12205-0269 US	CANALWAY TRAIL PART 2 ERIE AND NIAGARA COUNTIES 8 MILES	C	B		N	N	1		1,057,000	271,190	271,190	785,810	12/1/2014	O	12/31/2019	
D214315	ATLANTIC TESTING LABORATORIES LTD 22 CORPORATE DR CLIFTON PARK, NY 12065 US	CANALWAY TRAIL AMHERST / LOCKPORT	C	B		N	N	1		888,405	9,139	9,139	879,266	5/21/2014	C		11/3/2017
D214316	URBAN ENGINEERS OF NEW YORK PC 403 MAIN ST SUITE 530 BUFFALO, NY 14203 US	CANALWAY TRAIL AMHERST / LOCKPORT	C	B		N	N	1		2,556,304	0	0	2,556,304	5/20/2014	C		12/31/2017
D214354	U S DEPARTMENT OF THE INTERIOR PO BOX 71362 PHILADELPHIA, PA 19176-1362 US	CANAL FLOOD WARNING SYSTEM	S	B		N	N	1		3,239,678	553,165	553,165	2,686,513	3/1/2014	O	9/30/2018	
D214370	TIOGA CONSTRUCTION CO INC 333 GROS BLVD HERKIMER, NY 13350-1497 US	ON-DEMAND INFRASTRUCTURE REPAIRS TO CANAL FACILITIES AND MARINE VESSEL RECOVERY CONTRACT	C	B		N	N	1		1,651,034	1,107,825	1,107,825	543,209	12/26/2014	O	4/15/2018	
D214389	C M E ASSOCIATES INC PO BOX 696 CENTRAL SQUARE, NY 13036 US	PUMP OUT LOCK O-3 FOR REHABILITATION OF THE MITTER GATES VALVES QUIONS AND ALL RELATED MACHINERY AND CONCRETE WORK AT STRIN 500L	C	B		N	3	1		197,605	5,259	5,259	192,346	3/18/2015	C		5/26/2017
D214393	C M E ASSOCIATES INC 402 VULCAN ST BUFFALO, NY 14207-1363 US	MOVABLE DAM 7 AT LOCK E11 REHABILITATION	C	B		N	3	1		200,000	16,980	16,980	183,020	5/31/2015	C		5/30/2017
D214395	POPLI ARCHITECTURE + ENGINEERING & LS DPC 555 PENBROOKE DR PENFIELD, NY 14526-2035 US	MAY'S POINT MOVABLE DAM 18 APRON REHABILITATION SENECA COUNTY	C	B		N	4	1		2,706,010	187,905	187,905	2,518,105	4/14/2015	O	6/30/2018	
D214401	COLD SPRING CONSTRUCTION CO 3 JACKSON ST - PO BOX 358 AKRON, NY 14001-1349 US	MONROE COUNTY LOCK 32 BYPASS CULVERT REPAIR	C	B	1	N	N	1		1,574,485	1,437,983	1,437,983	136,502	8/31/2016	C		6/9/2017
D214405	SHUMAKER CONSULTING ENGINEERING & L 143 COURT ST BINGHAMTON, NY 13901 US	NYSCC'S MS4 STORMWATER PROG YEAR 14, 2016-- CS8.1	C	B		N	3	1		1,000,000	10,965	10,965	989,035	7/6/2015	O	10/21/2019	

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D214406	AECOM USA INC AECOM TECHNOLOGY CORPORATION 1178 PAYSHERE CIRCLE CHICAGO, IL 60674 US	Amsterdam Pedestrian Bridge Mohawk - Erie Canal	C	B		N	N	1		1,361,211	2,050	2,050	1,359,161	7/6/2015	O	12/6/2018	
D214410	D A COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	MAY'S POINT MOVABLE DAM 18 APRON REHABILITATION SENECA COUNTY	C	B		N	N	1		4,646,231	3,855,381	3,855,381	790,850	10/28/2015	C		6/2/2017
D214420	RAVI ENGINEERING & LAND SURVEYING PC 2110 S CLINTON AVE STE 1 ROCHESTER, NY 14618 US	TERM AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES IN THE BUFFALO DIVISION	S	B		N	4	1		1,500,000	219,026	219,026	1,280,974	7/16/2015	O	8/31/2018	
D214440	GREENMAN-PEDERSEN INC 80 WOLF RD STE 300 ALBANY, NY 12205 US	TERM AGREEMENT FOR SYSTEM-WIDE BELOW WATER INSPECTION SVCS. FOR NYS CANAL STRUCTURES	S	B		N	N	1		1,800,000	87,171	87,171	1,712,829	11/6/2015	O	9/8/2019	
D214441	COLLINS ENGINEERS INC 277 ALEXANDER ST - STE 307 ROCHESTER, NY 14607-1941 US	TERM AGREEMENT FOR SYSTEM-WIDE ABOVE WATER INSPECTION SVCS. FOR NYS CANAL STRUCTURES	S	B		N	N	1		1,930,000	652,245	652,245	1,277,755	11/6/2015	O	7/24/2019	
D214464	ERDMAN ANTHONY AND ASSOCIATES INC 145 CULVER RD STE 200 ROCHESTER, NY 14620-1679 US	REPLACEMENT OF THE LYONS DRY DOCK MITER GATES	C	B		N	N	1		1,494,777	26,895	26,895	1,467,882	3/10/2016	O	3/29/2019	
D214480	C P WARD INC 100 RIVER RD PO BOX 900 SCOTTSVILLE, NY 14546 US	FABRICATION OF NEW GATES LYONS SECTION DRY DOCK WAYNE COUNTY	C	B		N	N	1		824,468	811,370	811,370	13,098	7/14/2016	C		4/30/2017
D214542	KEELER CONST CO INC 13519 W LEE RD ALBION, NY 14411 US	REPLACE CANAL CULVERT 70	C	B		N	N	1		584,063	502,748	502,748	81,315	12/29/2016	C		7/4/2017
S-16077	NATIONAL INDUSTRIES FOR THE BLIND NYS PREFERRED SOURCES PROGRAM (NYSP 136 STATE ST 2ND FL ALBANY, NY 12207 US	CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND	E	2	4	N	N	1		10,000	2,180	2,180	7,820	7/1/2016	C		3/8/2017
		CANALS TOTALS								218,732,397	28,646,236	28,646,236	190,086,161				

TOTAL NUMBER OF CONTRACTS	394
TOTAL CONTRACT VALUE	$218,732,397
TOTAL EXPENDED TO DATE	$28,646,236
TOTAL EXPENDED IN REPORT YEAR	$28,646,236

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	185
TOTAL NUMBER CLOSED CONTRACTS	209

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	309
TOTAL NUMBER SOLE SOURCE	28
TOTAL NUMBER SINGLE SOURCE	20
TOTAL NUMBER COMP SEARCH	36
TOTAL NUMBER MWBE/SBE	1

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	2
TOTAL NUMBER CONSTRUCTION	49
TOTAL NUMBER EQUIP/GOODS/COMMODITY	246
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	34
TOTAL NUMBER OTHER NON PERSONAL SERVICES	63

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4500235557	CASSONE LEASING INC 1950 LAKELAND AVE RONKONKOMA, NY 11779-7400 US	RENTAL - CONSTRUCTION TRAILER	E	M	8	N	3	1		23,686	23,457	2,520	229	9/1/2013	O	9/1/2018	
4500267818	ACCESS COMPLIANCE LLC 776A WATERVLIET SHAKER RD LATHAM, NY 12110-2209 US	ANNUAL EMPLOYEE PHYSICALS & PRE-EMPLOYMENT PHYSICALS	P	M	8	N	N	1		55,000	49,931	16,803	5,069	1/13/2016	C		1/10/2017
4500268692	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET MAINTENANCE SERVICE FOR THE AUTHORITY'S VEHICLES AND EQUIPMENT	S	B	7	F	N	1		200,000	190,731	77,232	9,269	2/5/2016	C		5/2/2017
4500269539	WHOLE ME INC 1010 JAMES ST SYRACUSE, NY 13203-2770 US	INTERPRETING SERVICES	S	B	5	N	N	2		48,495	48,495	3,830	0	2/29/2016	C		1/31/2017
4500270762	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	GPS TELEMATICSS SERVICE	S	B	7	F	N	1		123,624	123,624	46,762	0	3/31/2016	C		3/30/2017
4500271126	VERSALIFT EAST 2706 BRODHEAD RD BETHLEHEM, PA 18020-9411 US	VERSALIFT VANTEL 29 IH VAN MOUNTED INSULATED BUCKET TRUCK	E	B		F	N	1		111,382	111,382	111,382	0	4/8/2016	C		2/7/2017
4500271738	CLARKSON UNIVERSITY 8 CLARKSON AVE POTSDAM, NY 13699 US	ONLINE ENGINEERING GRADUATE CERTIFICATE PROGRAM	S	B		N	N	2		260,925	222,169	137,769	38,756	4/1/2016	C		6/28/2017
4500273557	WILKINS MECHANICAL INC 6923 HERMAN RD SYRACUSE, NY 13209-9718 US	ELECTRIC BOILERS	E	B		N	3	3		106,728	106,728	106,728	0	6/10/2016	C		1/10/2017
4500274077	BUSH CRANE & AERIAL LIFT SERVICES LLC 5600 SHUTE RD - TRLR 83 LA FAYETTE, NY 13084-9785 US	AERIAL LIFT AND CRANE INSPECTIONS	S	B	5	N	1	3		28,290	26,945	0	1,345	6/24/2016	C		6/1/2017
4500275595	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	REPAIRS FOR GROVE TMS875 CRANE	S	B		N	N	2		104,141	89,784	75,639	14,357	8/9/2016	C		7/31/2017
4500275640	PLAZA TOYOTA DBA FOR PLAZA OLDSMOBILE LTD 2721 NOSTRAND AVE BROOKLYN, NY 11210-5324 US	TOYOTA RAV4 XLE HYBRID	E	B	7	N	N	2		345,817	345,817	172,909	0	8/10/2016	C		2/23/2017
4500276286	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	RENTAL 80T CRANE	E	B	5	N	N	4		42,980	42,080	10,520	900	8/29/2016	C		1/9/2017
4500276408	ENTERPRISE HOLDINGS INC DBA ENTPERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	RENTAL PICK UP TRUCK	E	B	7	N	N	1		15,235	15,235	11,825	0	10/24/2017	C		11/20/2017
4500276666	PROFESSIONAL TRADESMEN INC 235 HARRISON ST SYRACUSE, NY 13202-3023 US	COOLING TOWER	E	B	5	N	3	2		35,932	35,923	35,923	9	9/8/2016	C		1/10/2017
4500277052	VAN BORTEL FORD INC 71 MARSH RD EAST ROCHESTER, NY 14445-1915 US	FORD F250 SUPER CAB, LONG BOX	E	B	7	N	N	2	*	35,298	35,298	35,298	0	9/19/2016	C		3/21/2017

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4500277108	TEREX UTILITIES INC DBA TEREX SERVICES N4W22610 BLUEMOUND RD WAUKESHA, WI 53186-1623 US	TEREX GENERAL 95 DIGGER DERRICK	E	B		F	N	2		598,951	598,951	598,951	0	9/21/2016	C		6/20/2017
4500277271	WEBSTER FORD INC HENDERSON FORD MV-1 OF ROCHESTER 810 RIDGE RD WEBSTER, NY 14580-2411 US	FORD F250 CREW CAB	E	B	7	N	4	3		31,114	31,114	31,114	0	9/26/2016	C		2/7/2017
4500277644	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344 US	POTENTIAL TRANSFORMER	E	B	5	F	N	2	*	11,901	11,901	11,901	0	10/5/2016	C		2/15/2017
4500277655	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRAWLER CRANE RENTAL	E	B		N	N	4		95,140	87,640	62,600	7,500	10/5/2016	C		5/15/2017
4500277805	A VERDI LLC 14150 RTE 31 SAVANNAH, NY 13146 US	RECONDITIONED TRAILERS	E	B	5	N	N	1		15,490	15,490	15,490	0	10/7/2016	C		5/16/2017
4500278235	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	LIFT TECHNOLOGIES CRANE MAN BASKETS	E	B	5	N	N	1		24,275	8,055	8,055	16,220	10/20/2016	C		1/25/2017
4500278397	U S MATERIALS HANDLING CORP 2231 STATE ROUTE 5 UTICA, NY 13502-7513 US	ELECTRIC CARTS	E	B	5	N	1	2		15,830	15,830	15,830	0	10/25/2016	C		1/20/2017
4500278648	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	RENTAL DIGGER DERRICK	E	B		F	N	2		160,425	125,775	105,450	34,650	10/31/2016	C		6/7/2017
4500278844	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	FUSE HOLDERS	E	B	6	F	N	3		12,940	12,940	12,940	0	11/4/2016	C		1/5/2017
4500278964	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	GMS TRAINING	S	B	7	F	N	1		14,200	13,200	13,200	1,000	11/8/2016	C		5/25/2017
4500279076	PCORE ELECTRIC CO INC 135 GILBERT ST LE ROY, NY 14482-1353 US	CORONA RINGS	E	B	5	N	N	1	*	9,203	9,203	9,203	0	11/10/2016	C		1/23/2017
4500279190	PIONEER MOTORSPORT INC 12220 OLEAN RD CHAFFEE, NY 14030-9767 US	POLARIS GEM ELECTRIC VEHICLES	E	B		N	N	2		94,642	94,642	94,642	0	11/16/2016	C		2/24/2017
4500279243	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	ASSETWORKS LICENSE, SUPPORT AND MAINTENANCE	S	B	7	N	N	1		7,164	7,164	7,164	0	11/17/2016	C		2/8/2017
4500279369	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	2017 FORD F-150 KL CREW CAB 4X4	E	B	5	N	N	4		36,858	36,858	36,858	0	11/22/2016	C		2/9/2017

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4500279404	DEJANA TRUCK & UTILITY EQUIPMENT COMPANY LLC 490 PULASKI RD KINGS PARK, NY 11754-1317 US	FLEET SERVICE	S	1	5	N	N	1		9,716	9,716	9,716	0	11/22/2016	C		3/7/2017
4500279459	ASCO POWER SERVICES INC 160 PARK AVE FLORHAM PARK, NJ 07932-1049 US	T-LEM TRANSFER SWITCHES	E	1	5	F	N	1		97,531	97,531	97,531	0	11/23/2016	C		3/1/2017
4500279496	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	DIESEL WINTER MIX	E	B	7	F	N	1		6,044	4,841	4,841	1,203	11/28/2016	C		1/4/2017
4500279624	METRO FORD SALES INC 3601 STATE ST SCHENECTADY, NY 12304-4270 US	FORD F150 XK 4WD TRUCK	E	B	7	N	N	3		53,658	53,658	53,658	0	11/30/2016	C		2/15/2017
4500279912	VEHICLE SERVICE GROUP LLC DBA ROTARY LIFT 2700 LANIER DR MADISON, IN 47250-1753 US	MOBILE VEHICLE COLUMN LIFT	E	B	7	F	N	1		102,553	102,553	102,553	0	12/7/2016	C		1/19/2017
4500279918	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	SPILL EMERGENCY RESPONSE/ ENVIRONMENTAL SERVICES	S	1	5	N	1	1		20,000	6,619	3,552	13,381	12/8/2016	C		12/7/2017
4500280086	PENGATE HANDLING SYSTEMS INC 18 PETRA LN - STE 6 ALBANY, NY 12205-6900 US	RAYMOND FORKLIFT	E	B	5	N	N	4	*	34,210	34,210	34,210	0	12/13/2016	C		5/2/2017
4500280271	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	RENTAL JLG 1200SJP	E	B	5	N	N	3		29,635	27,098	27,098	2,537	12/19/2016	C		5/27/2017
4500280499	HAUN WELDING SUPPLY INC 5921 COURT STREET RD SYRACUSE, NY 13206-1707 US	LINCOLN ELECTRIC TRAILER	E	B	5	N	N	2		16,489	16,489	16,489	0	12/24/2016	C		1/19/2017
4500280503	ROLLINGSTAR MANUFACTURING INC 8151 STATE RTE12 - PO BOX 471 BARNEVELD, NY 13304 US	ROLLINGSTAR HOT STICK TRAILER	E	B	5	N	N	1		17,580	17,580	17,580	0	12/27/2016	C		5/10/2017
4500280564	POWER LINE SYSTEMS INC 610 N WHITNEY WAY - STE 160 MADISON, WI 53705 US	PLS-CADD LICENSE	E	1	5	F	N	1		12,029	12,029	12,029	0	12/28/2016	C		6/9/2017
4500280589	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	JLG E400AJPN BOOM LIFT	E	B		N	N	9		48,050	48,050	48,050	0	12/29/2016	C		1/13/2017
4500280646	MILTON CAT 294 AINSLEY DR SYRACUSE, NY 13210-4203 US	MILTON CAT SNOW PUSHER	E	B	7	N	N	1	*	8,385	8,385	8,385	0	1/2/2017	C		1/9/2017
4500280715	PENGATE HANDLING SYSTEMS INC 18 PETRA LN - STE 6 ALBANY, NY 12205-6900 US	RENTAL RAYMOND 470-C40 FORK TRUCK	E	B	5	N	N	1		12,550	12,550	12,550	0	1/5/2017	C		9/19/2017
4500280800	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	RENTAL CRANE	E	B	5	N	N	3		53,500	52,600	52,600	900	1/6/2017	C		9/7/2017

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4500280939	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	REPAIR LITTLE GIANT CRANE	E	B	5	N	N	1		33,002	32,979	32,979	23	1/11/2017	C		5/31/2017
4500281521	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1		7,120	7,111	7,111	9	1/25/2017	C		1/31/2017
4500281824	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	ELECTRO RELAYS	E	B	5	N	1	3		7,350	7,277	7,277	73	2/1/2017	C		5/2/2017
4500281831	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	IBM MAINTENANCE	S	C	5	N	N	1	*	19,396	19,396	19,396	0	2/1/2017	C		3/9/2017
4500281833	IBM CORP FORMERLY STERLING COMMERCE CVG NORTH CASTLE DR ARMONK, NY 10504 US	IBM MACHINE MAINTENANCE	S	B	7	N	N	1		99,994	99,994	99,994	0	2/1/2017	C		3/9/2017
4500282141	MOHAWK RESOURCES LTD PO BOX 110 AMSTERDAM, NY 12010 US	HUNTER TIRE CHANGER AND TIRE BALANCER	E	B	7	N	N	1		23,509	23,509	23,509	0	2/10/2017	C		2/23/2017
4500282153	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL JOHN DEERE DOZER	E	B	5	N	N	2		15,375	14,675	14,675	700	2/10/2017	C		5/23/2017
4500282164	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	TLEM CABLE	E	B	5	N	N	2		21,250	20,056	20,056	1,194	2/10/2017	C		11/8/2017
4500282168	YORKVILLE BATTERY 5152 COMMERCIAL DR E YORKVILLE, NY 13495 US	GEL CELL 6 VDC BATTERIES	E	B	5	N	N	2		19,120	19,120	19,120	0	2/10/2017	C		3/13/2017
4500282335	TESSCO 11126 MCCORMICK RD HUNT VALLEY, MD 21031 US	RAD SOFTWARE	E	B	5	F	N	2	*	6,803	6,803	6,803	0	2/16/2017	C		3/22/2017
4500282338	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	MULTIMETER/ KIT ANALYZER	E	B	5	F	N	1	*	24,300	24,300	24,300	0	2/16/2017	C		6/12/2017
4500282385	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	B20 DIESEL FUEL	E	B	7	F	N	1		7,182	5,333	5,333	1,849	2/16/2017	C		2/23/2017
4500282407	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	PVC CONDUIT	E	B	5	F	N	1		14,474	14,474	14,474	0	2/17/2017	C		4/12/2017
4500282461	ENTERPRISE HOLDINGS INC DBA ENTPERPRISE RENT A TRUCK 1320 BROOKS AVE ROCHESTER, NY 14624-3116 US	RENTAL FORD ESCAPES	E	B	7	N	N	1		70,157	56,855	56,855	13,302	2/21/2017	C		11/30/2017

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4500282720	ASCO POWER SERVICES INC 160 PARK AVE FLORHAM PARK, NJ 07932-1049 US	TLEM TRANSFER SWITCHES	E	B	5	F	N	3		14,936	14,936	14,936	0	2/28/2017	C		7/10/2017
4500282804	CITY ELECTRIC CO INC PO BOX 1018 501 W GENESEE ST SYRACUSE, NY 13201 US	TLEM PARTS	E	B		N	3	1		44,414	43,431	43,431	983	3/1/2017	C		3/21/2017
4500282806	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	STRUCTURAL STEEL	E	B	5	N	N	1		23,260	23,260	23,260	0	3/1/2017	C		7/13/2017
4500282911	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	TLEM PARTS	E	B	5	N	1	2		5,300	5,247	5,247	53	3/3/2017	C		4/3/2017
4500282914	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	TLEM PARTS	E	B	5	F	N	2		18,610	18,610	18,610	0	3/3/2017	C		3/21/2017
4500282917	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	JARVIS BATTERIES	E	B	5	N	1	3		10,060	9,603	9,603	457	3/3/2017	C		9/6/2017
4500283004	HB COMMUNICATIONS INC 60 DODGE AVE NORTH HAVEN, CT 06473-1124 US	BARCO LAMPS	E	B	6	F	N	2		10,800	10,800	10,800	0	3/7/2017	C		4/19/2017
4500283047	MILTON CAT 294 AINSLEY DR SYRACUSE, NY 13210-4203 US	MILTON CAT DOZERS	E	B	7	N	N	1		503,114	503,114	503,114	0	3/7/2017	C		7/28/2017
4500283064	J & J EQUIPMENT LLC 9055 BREWERTON RD BREWERTON, NY 13029-8509 US	RENTAL TYMCO ROAD SWEEPER	E	B	5	N	N	3		9,450	9,450	9,450	0	3/8/2017	C		7/20/2017
4500283210	ABELE TRACTOR & EQUIP CO INC 72 EVERETT RD ALBANY, NY 12205-1499 US	DOZER RENTAL D8T	E	B	5	N	N	2		16,000	16,000	16,000	0	3/10/2017	C		3/29/2017
4500283291	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	EQUIPMENT AND VEHICLE MAINTENANCE	S	B	7	F	N	1		200,000	188,747	188,747	11,253	10/11/2017	O	10/10/2018	
4500283373	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	LINEAR TRANSDUCER AND CASE	E	B	5	F	N	1		8,020	8,020	8,020	0	3/17/2017	C		4/14/2017
4500283529	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	SENSTAR-STELLAR ASSEMBLY BOARD	E	B	6	F	N	3		6,698	6,698	6,698	0	3/22/2017	C		5/24/2017
4500283668	H O PENN MACHINERY 660 UNION AVE HOLTSVILLE, NY 11742 US	CAT SKIDSTEER	E	B	5	N	N	1		46,259	46,259	46,259	0	3/24/2017	C		6/30/2017
4500283734	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	MAN BASKETS	E	B	5	N	N	1	*	20,137	20,137	20,137	0	4/3/2017	C		7/31/2017
4500283761	AMETEK PROGRAMMABLE POWER INC 9250 BROWN DEER RD SAN DIEGO, CA 92121-2267 US	SORENSEN POWER SUPPLY	E	B	5	F	N	3	*	19,731	19,731	19,731	0	3/28/2017	C		5/11/2017

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4500283775	ASSETWORKS LLC DBA FOR TRAPEZE SOFTWARE GROUP INC 998 OLD EAGLE SCHOOL RD - STE 1215 WAYNE, PA 19087-1862 US	GPS/TELEMATICS SERVICE FEE	S	B	7	F	N	1		135,000	86,714	86,714	48,286	3/28/2017	O	3/27/2018	
4500283866	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1	*	6,655	6,655	6,655	0	3/30/2017	C		4/11/2017
4500284090	ORIENTA DATA PRODUCTS INC 180 E PROSPECT AVE MAMARONECK, NY 10543-3709 US	OPSNET FOR NIA SITES	E	B	5	N	N	2		8,080	8,080	8,080	0	4/6/2017	C		5/23/2017
4500284152	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	B20 BIO-DIESEL	E	B	7	F	N	1		6,962	6,848	6,848	114	4/7/2017	C		4/13/2017
4500284348	ROMMEL FENCE LLC 17 RAILROAD ST POLAND, NY 13431 US	GATE ENCLOSURE	E	B	5	N	3	2		5,778	5,478	5,478	300	4/12/2017	C		9/1/2017
4500284352	THREADED FASTENERS INC 358 SAINT LOUIS ST MOBILE, AL 36602-2825 US	ASTM NUTS/BOLTS	E	B	5	F	N	3	*	11,662	11,662	11,662	0	4/12/2017	C		5/3/2017
4500284453	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	RENTAL 80 TON CRANE	E	B	5	N	N	1		33,360	32,460	32,460	900	4/17/2017	C		7/17/2017
4500284454	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL 120' JLG BOOM LIFT	E	B	5	N	N	2		42,590	16,203	16,203	26,387	4/17/2017	C		8/9/2017
4500284476	BASIL FORD OF NIAGARA FALLS 6980 NIAGARA FALLS BLVD NIAGARA FALLS, NY 14304-2250 US	COLLISION REPAIR TO FORD INTERCEPTOR	S	B	5	N	N	3		9,966	9,829	9,829	137	4/17/2017	C		10/4/2017
4500284742	OLDCASTLE PRECAST INC 1002 15TH ST SW - STE 110 AUBURN, WA 98001-6502 US	CABLE TRENCH SYSTEM	E	B		F	N	3		205,930	205,930	205,930	0	4/24/2017	C		8/31/2017
4500285021	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL KOBELCO EXCAVATOR	E	B	5	N	N	1		6,950	5,500	5,500	1,450	5/2/2017	C		6/7/2017
4500285036	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	ABB FUSE HOLDERS	E	B	6	F	N	1	*	7,183	7,183	7,183	0	5/2/2017	C		6/29/2017
4500285099	LITHIA OF BENNINGTON-4 LLC CARBONE TOYOTA OF BENNINGTON 751 N BENNINGTON RD BENNINGTON, VT 05201-1611 US	TOYOTA HIGHLANDER XLE HYBRID	E	B	7	N	N	1		41,331	41,331	41,331	0	5/4/2017	C		5/19/2017

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4500285118	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	JLG 1200 SJP ULTRA BOOM LIFT	E	B		N	N	5	*	172,406	172,406	172,406	0	5/4/2017	C		6/27/2017
4500285176	ROBERT GREEN AUTO & TRUCK INC 236 BRIDGEVILLE RD MONTICELLO, NY 12701-3853 US	JEEP CHEROKEE SPORT	E	B	5	N	N	3		24,314	24,314	24,314	0	5/5/2017	C		5/12/2017
4500285192	SUNBELT RENTALS INC 800 HARTFORD TPKE SHREWSBURY, MA 01545-4107 US	120' JLG RENTAL	E	B	5	N	N	1		8,577	8,008	8,008	569	5/15/2017	C		8/10/2017
4500285214	SENSTAR INC 13800 COPPERMINE RD - FL 2 HERNDON, VA 20171-6149 US	TECH SERVICE	S	1	5	F	N	1		6,600	5,100	5,100	1,500	5/8/2017	C		11/9/2017
4500285220	IPC INFORMATION SYSTEMS INC 25 KINGSTON ST - FL 4 BOSTON, MA 02111 US	MAINTENANCE RENEWAL	S	1	5	F	N	1		13,429	0	0	13,429	5/8/2017	O	5/7/2018	
4500285425	AMETEK PROGRAMMABLE POWER INC 9250 BROWN DEER RD SAN DIEGO, CA 92121-2267 US	SORENSEN POWER SUPPLY	E	1	1	F	N	1		78,500	59,137	59,137	19,363	5/12/2017	O	2/14/2018	
4500285686	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	RENTAL CRAWLER CRANE	E	B	5	N	N	1	*	12,520	12,520	12,520	0	5/22/2017	C		6/8/2017
4500285761	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	TRANSMISSION STOCK ITEMS	E	B	5	N	N	1	*	31,919	31,919	31,919	0	5/23/2017	C		12/8/2017
4500285893	LEAD DATA TECHNOLOGIES INC PO BOX 295 NANUET, NY 10954-0295 US	PREMIUM TECH SUPPORT	S	B	7	N	N	1		44,440	44,409	44409	31	5/26/2017	C		6/9/2017
4500285980	VEHICLE SERVICE GROUP LLC DBA ROTARY LIFT 2700 LANIER DR MADISON, IN 47250-1753 US	ROTARY VEHICLE LIFT	E	B	7	F	N	1		53,502	53,502	53,502	0	5/31/2017	C		7/31/2017
4500285981	VEHICLE SERVICE GROUP LLC DBA ROTARY LIFT 2700 LANIER DR MADISON, IN 47250-1753 US	VEHICLE LIFT	E	B	7	F	N	1		41,269	41,269	41,269	0	5/31/2017	C		8/11/2017
4500285989	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL JLG 660SJ BOOM LIFT	E	B	5	N	N	5		11,789	10,985	10,985	804	5/31/2017	C		11/22/2017
4500285994	HERC RENTALS INC 4578 BUCKLEY RD LIVERPOOL, NY 13088-2509 US	RENTAL FREIGHTLINER M2-106 DUMP TRUCK	E	B	5	N	N	1		13,831	6,732	6,732	7,099	5/31/2017	C		8/31/2017
4500285996	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	RENTAL H0114603 IHI MODEL IC70 TRACK CARRIER	E	B	5	F	N	2		21,158	21,158	21,158	0	5/31/2017	C		10/30/2017

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4500286136	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1	*	6,590	6,590	6,590	0	6/5/2017	C		8/22/2017
4500286149	ACCESS COMPLIANCE LLC 776A WATERVLIET SHAKER RD LATHAM, NY 12110-2209 US	ANNUAL PHYSICALS	S	B	5	N	N	2		15,000	14,620	14,620	380	6/2/2017	C		8/2/2017
4500286499	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	B20 DIESEL	E	B	5	F	N	1		6,732	6,727	6,727	5	6/13/2017	C		6/20/2017
4500286629	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	ABB CAPACITORS	E	B	6	F	N	1		12,868	12,868	12,868	0	6/16/2017	C		9/29/2017
4500286648	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		33,796	33,796	33,796	0	6/19/2017	C		9/22/2017
4500286652	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		72,212	72,212	72,212	0	6/19/2017	C		9/22/2017
4500286656	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		69,392	69,392	69,392	0	6/19/2017	C		9/22/2017
4500286660	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		33,381	33,381	33,381	0	6/19/2017	C		9/22/2017
4500286661	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		37,636	37,636	37,636	0	6/19/2017	C		9/22/2017
4500286663	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F-150	E	B	7	N	N	4		32,741	32,741	32,741	0	6/19/2017	C		9/22/2017
4500286750	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F550 WITH DUMP BODY	E	B	7	N	N	3		82,603	80,618	80,618	1,985	10/24/2017	C		12/18/2017
4500286980	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	CRAWLER CRANE	E	1	1	N	N	1		355,000	355,000	355,000	0	6/27/2017	C		8/8/2017

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4500287053	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL JLG 1500JS BOOM LIFT	E	B	5	N	N	1	*	7,193	7,193	7,193	0	6/29/2017	C		7/31/2017
4500287072	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL TEUPEN TL110SJ LIFT	E	B	5	N	N	1		23,805	23,805	23,805	0	6/29/2017	C		10/5/2017
4500287186	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	INSULATORS	E	B		N	N	4		51,192	0	0	51,192	7/5/2017	O	1/12/2018	
4500287253	MAIN MOTORCAR DBA FOR HOWELL & PIERSON INC 224 W MAIN ST JOHNSTOWN, NY 12095-2306 US	DODGE DURANGO SSV	E	B	7	N	N	2		98,552	0	0	98,552	7/7/2017	O	7/6/2018	
4500287356	ROBERT GREEN AUTO & TRUCK INC 236 BRIDGEVILLE RD MONTICELLO, NY 12701-3853 US	DODGE DURANGO SSV	E	B	7	N	N	1	*	103,618	103,618	103,618	0	7/11/2017	C		12/7/2017
4500287385	GLOBAL INDUSTRIES INC C/O HUMMELS 17 W STOW RD MARLTON, NJ 08053-3116 US	OFFICE FURNITURE	E	B	6	F	N	1	*	5,213	5,213	5,213	0	7/12/2017	C		9/7/2017
4500287571	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F350 XL CREW CAB	E	B	6	N	N	4		51,545	51,545	51,545	0	10/20/2017	C		10/23/2017
4500287573	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F350 XL	E	B	6	N	N	4		41,657	41,657	41,657	0	7/17/2017	C		10/23/2017
4500287575	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F250 XL	E	B	6	N	N	4		49,572	49,572	49,572	0	10/20/2017	C		10/25/2017
4500287577	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F250 XL	E	B	6	N	N	4		44,643	44,643	44,643	0	7/17/2017	C		10/23/2017
4500287578	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F350 XL	E	B	6	N	N	4		41,609	41,609	41,609	0	7/17/2017	C		10/23/2017

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4500287582	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F250 XL	E	B	6	N	N	4		50,412	50,412	50,412	0	7/17/2017	C		10/23/2017
4500287651	VALENCE ELECTRICAL TRAINING SERVICES 5005 S KIPLING PKWY STE A7 #395 LITTLETON, CO 80127-1375 US	TRAINING - ELECTRICAL RELAY	E	1	9	F	N	1	*	9,960	9,960	9,960	0	7/19/2017	C		11/29/2017
4500287800	KURTZ TRUCK EQUIPMENT INC 1085 MCGRAW MARATHON RD MARATHON, NY 13803-2806 US	UTILITY BODY AND LIFTGATE INSTALLED ON FORD F250	E	B	6	N	N	5		10,380	10,380	10,380	0	7/24/2017	C		10/4/2017
4500287852	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	GE C70 RELAY	E	B	5	N	4	3	*	11,724	11,724	11,724	0	7/25/2017	C		9/11/2017
4500287870	POWERTECH CONTROLS CO INC 909 MOTOR PKWY HAUPPAUGE, NY 11788-5250 US	GE F60 RELAY	E	B	5	N	3	3		8,597	8,321	8,321	276	7/25/2017	C		8/15/2017
4500287874	LINDSEY MANUFACTURING CO 760 N GEORGIA AVE - PO BOX 877 AZUSA, CA 91702-2248 US	ERS PARTS AND DRAWINGS	E	1	1	N	N	1		132,000	0	0	132,000	7/25/2017	O	7/2/2018	
4500287895	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	VIBRATING ROLLER RENTAL	E	B	7			0	*	5,104	5,104	5,104	0	7/26/2017	C		12/31/2017
4500287902	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1		5,280	5,275	5,275	5	7/26/2017	C		8/14/2017
4500287942	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	DOBLE SOFTWARE PROTECTION	S	1	5	F	N	1		5,000	5,000	5,000	0	7/27/2017	C		8/17/2017
4500288027	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	STEEL SUPPORTS 7404	E	B	5	N	N	1		21,825	21,825	21,825	0	7/28/2017	C		12/4/2017
4500288030	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SEL RELAYS	E	B	5	F	N	2		32,480	32,480	32,480	0	7/28/2017	C		9/25/2017
4500288032	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344 US	MULTILINE RELAY	E	1	5	N	N	1		15,904	15,904	15,904	0	7/28/2017	C		9/7/2017
4500288063	KURTZ TRUCK EQUIPMENT INC 1085 MCGRAW MARATHON RD MARATHON, NY 13803-2806 US	BUMPER CRANE	E	B	6	N	N	5		6,894	6,894	6,894	0	12/4/2017	C		12/13/2017
4500288123	SOUTHWORTH-MILTON INC 294 AINSLEY DR SYRACUSE, NY 13205 US	MILTON CAT HYDRAULIC THUMB	E	B	7	N	N	1		12,678	12,678	12,678	0	8/1/2017	C		9/20/2017

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4500288219	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	RENTAL HOGG & DAVIS REEL TRAILER	E	B	6	N	N	1		11,903	11,903	11,903	0	10/30/2017	C		10/30/2017
4500288220	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	FORD F150	E	B	6	N	N	3		33,995	33,995	33,995	0	8/3/2017	C		10/5/2017
4500288304	MOHAWK VALLEY FREIGHTLINER DBA FOR CADY BROOK ENTERPRISES LLC 703 ORISKANY BLVD - PO BOX 201 YORKVILLE, NY 13495-1339 US	FREIGHTLINER 114SD DUMP TRUCK WITH PLOW	E	B		N	N	4		207,292	0	0	207,292	8/7/2017	O	3/3/2018	
4500288419	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	B20 DIESEL FUEL	E	B	7	F	N	1		7,399	7,364	7,364	35	8/9/2017	C		8/23/2017
4500288437	A VERDI LLC 14150 RTE 31 SAVANNAH, NY 13146 US	STORAGE CONTAINER	E	B	5	N	N	2		5,480	5,480	5,480	0	8/10/2017	C		8/23/2017
4500288438	NORTHLAND TRAILERS LLC 9280 RIVER RD MARCY, NY 13403-2069 US	CAM EQUIPMENT TRAILER	E	B	5	N	N	3		10,395	10,395	10,395	0	8/10/2017	C		11/22/2017
4500288509	ACCESS COMPLIANCE LLC 776A WATERVLIET SHAKER RD LATHAM, NY 12110-2209 US	MEDICAL SERVICES	S	B	5	N	N	2		59,000	11,383	11,383	47,617	8/11/2017	C		12/26/2017
4500288615	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL VOLVO EC160L EXCAVATOR	E	B	5	N	N	3		26,800	25,306	25,306	1,494	8/16/2017	C		11/30/2017
4500288836	TRI TANK CORP 115 FARRELL RD SYRACUSE, NY 13209-1886 US	DECKOVER TRAILERS	E	B		N	N	11		56,975	56,975	56,975	0	8/22/2017	C		10/23/2017
4500288869	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	RENTAL TEREX RT CRANE	E	B	5	N	N	4		53,500	42,080	42,080	11,420	8/23/2017	C		12/31/2017
4500288885	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	REINFORCEMENT STEEL	E	B	5	N	N	1		7,940	7,940	7,940	0	8/23/2017	C		9/19/2017
4500289295	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	TEREX MODEL RT7801 CRANE	E	B		N	N	1		420,000	420,000	420,000	0	9/7/2017	C		12/18/2017
4500289307	LITHIA OF BENNINGTON-4 LLC CARBONE TOYOTA OF BENNINGTON 751 N BENNINGTON RD BENNINGTON, VT 05201-1611 US	TOYOTA HIGHLANDER HYBRID	E	B	7	F	N	1		44,400	44,400	44,400	0	9/7/2017	C		9/27/2017
4500289313	TESSCO 11126 MCCORMICK RD HUNT VALLEY, MD 21031 US	COMMUNICATIONS SYSTEM ANALYZER	E	B	5	F	N	3		25,107	23,086	23,086	2,021	10/27/2017	C		10/30/2017

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4500289453	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL BOOM LIFT	E	B	5	N	N	1		5,306	5,284	5,284	22	10/30/2017	C		11/28/2017
4500289578	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	TRIPWIRE SOLUTIONS	E	C	5	N	N	1		45,521	45,521	45,521	0	10/25/2017	C		10/25/2017
4500289579	GOVERNMENT MARKETING & PROCUREMENT LLC 13350 RANCH RD 12 WIMBERLEY, TX 78676-5304 US	SECUNIA VULNERABILITY	E	C	5	F	N	1		42,317	42,317	42,317	0	9/14/2017	C		12/8/2017
4500289580	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	JOHNSON CONTROLS RENEWAL	E	C	5	N	N	1	*	25,231	25,231	25,231	0	10/17/2017	C		10/25/2017
4500289588	OCUTO BLACKTOP & PAVING CO INC 846 LAWRENCE ST ROME, NY 13440-8102 US	SEALCOAT AND PAINT FOR PARKING LOT	S	2	5	N	3	1		38,682	38,519	38,519	163	9/14/2017	C		12/11/2017
4500289620	ERGON REFINING INC PO BOX 1639 JACKSON, MS 39215-1639 US	AUTOBANK 2A TRANSFORMER OIL	E	B	5	F	N	1		10,691	10,691	10,691	0	10/25/2017	C		10/30/2017
4500289657	ALTEC INDUSTRIES INC POB 11407 BIRMINGHAM, AL 35246-0414 US	REPAIR BUCKET TRUCK	S	1	1	N	N	1	*	9,885	9,885	9,885	0	9/18/2017	C		10/16/2017
4500289713	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	FLEET SUPPLY CHAIN MANAGEMENT	S	B		F	N	1		350,000	0	0	350,000	9/19/2017	O	9/18/2018	
4500289750	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1	*	6,108	6,108	6,108	0	9/19/2017	C		9/29/2017
4500289771	PROFESSIONAL TRADESMEN INC 235 HARRISON ST SYRACUSE, NY 13202-3023 US	COOLING TOWERS #2/#3	E	2	1	N	3	1		81,200	0	0	81,200	9/20/2017	O	2/16/2018	
4500289989	UNITED RENTALS (NORTH AMERICA) INC UNITED RENTALS 7178 SCHUYLER RD EAST SYRACUSE, NY 13057-9743 US	RENTAL SCISSOR LIFTS	E	B	5	N	N	1		6,053	3,305	3,305	2,748	10/24/2017	O	10/23/2018	
4500290000	HEALTH LOGISTICS RN AND NP ADULT PASSPORT HEALTH OF NEW YORK STATE 2805 WEHRLE DR STE 2 WILLIAMSVILLE, NY 14221-7383 US	IMMUNIZATIONS	S	2	1	N	N	1		10,475	0	0	10,475	9/26/2017	O	4/5/2018	

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4500290001	PRIMUS ELECTRONICS CORP 4180 SAND RIDGE RD MORRIS, IL 60450-9139 US	EMERGENCY - SAT PHONES	E	2	1	F	N	1		15,585	0	0	15,585	9/26/2017	O	1/22/2018	
4500290015	NATHAN STEEL CORP 36 WURZ AVE - PO BOX 299 UTICA, NY 13502-2534 US	STEEL SUPPORTS	E	B	5	N	N	2		18,130	18,130	18,130	0	9/27/2017	C		12/4/2017
4500290043	HOSELTON CHEVROLET INC 909 FAIRPORT RD EAST ROCHESTER, NY 14445-1991 US	CHEVROLET BOLT	E	B	7	N	N	4		33,735	0	0	33,735	9/27/2017	C		12/27/2017
4500290180	CLARKS SNWMOB RENTALS & SALES LLC ADIRONDACK MTN SPORTS 9514 STATE RT 12 REMSEN, NY 13438-3715 US	OUTBOARD MOTOR	E	B	5	N	N	1		8,900	8,900	8,900	0	10/2/2017	C		10/23/2017
4500290191	EMPIRE CRANE CO LLC 7021 PERFORMANCE DR NORTH SYRACUSE, NY 13212 US	TADANO MANTIS CRAWLER CRANE	E	B		N	N	1		789,888	0	0	789,888	10/2/2017	C		12/27/2017
4500290251	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344 US	GE TRANSFORMER	E	B	6	F	N	2		8,164	0	0	8,164	10/3/2017	O	1/8/2018	
4500290477	PIONEER MOTORSPORT INC 12220 OLEAN RD CHAFFEE, NY 14030-9767 US	POLARIS GEM EM 1400 LSV	E	B	5	N	N	2	*	18,973	18,973	18,973	0	10/10/2017	C		12/15/2017
4500290512	FENTON MOBILITY PRODUCTS INC 1209 E 2ND ST JAMESTOWN, NY 14701-1952 US	FORD TRANSIT 350 X2X SHUTTLE BUS	E	B		N	N	1		55,823	0	0	55,823	10/19/2017	C		12/28/2017
4500290543	VAN BORTEL MOTORCAR INC 6327 ROUTE 96 VICTOR, NY 14564-1452 US	SUBARU OUTBACK	E	B	5	N	N	2	*	26,287	26,287	26,287	0	10/12/2017	C		11/28/2017
4500290589	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	SHOPKEY TRUCKWORKS SOFTWARE	S	1	5	N	N	1		13,605	0	0	13,605	10/18/2017	O	10/17/2018	
4500290609	FRITEL AND ASSOCIATES LLC DIVERSIFIED PRODUCT DEVELOPMENT 1001 WEBSTER AVE WACO, TX 76706-1545 US	PHASER LIFTER	E	B		F	N	2		270,000	0	0	270,000	10/13/2017	O	10/12/2018	
4500290733	H F BROWN MACHINE CO INC 708 STATE ST - PO BOX 849 UTICA, NY 13503 US	FABRICATE 6 COPPER TERMINALS	E	B	5	N	1	2		26,775	18,300	18,300	8,475	10/17/2017	O	10/16/2018	
4500290850	VISSER TIRE LLC 2043 STATE HIGHWAY 11C NORTH LAWRENCE, NY 12967 US	TIRES	E	B	5	N	N	3		10,745	10,745	10,745	0	10/20/2017	C		11/14/2017
4500290866	PROMETEK INC 1005 NORDIQUE AVE QUEBEC CITY, PQ G1C 0C7 CA	STRUCTURE STEEL NATL	E	B	5	F	N	1		33,625	0	0	33,625	10/25/2017	O	10/24/2018	
4500290999	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	TERMINALS	E	B	6	F	N	3	*	7,008	7,008	7,008	0	10/25/2017	C		11/6/2017

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4500291021	LIFTECH EQUIPMENT COMPANIES INC 6847 ELLICOTT DR EAST SYRACUSE, NY 13057-1045 US	AIR COMPRESSOR PART	E	B	5	N	N	3		7,035	0	0	7,035	10/26/2017	O	10/25/2018	
4500291039	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	RENTAL CABLE PULLER	E	B	5	F	N	2		19,904	13,286	13,286	6,618	11/22/2017	O	1/16/2018	
4500291223	MULTI MACHINE INC 2 VILET FARM RD ASBURY, NJ 08802-1171 US	PRINOTH TROOPER TRACK MACHINES	E	B		F	N	3		603,165	0	0	603,165	11/3/2017	O	11/2/2018	
4500291280	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	REGULAR UNLEADED GASOLINE	E	B	7	F	N	1		5,912	5,901	5,901	11	11/3/2017	C		11/17/2017
4500291286	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	LEAKAGE INTERFACE	E	B	5	F	N	1		6,900	0	0	6,900	11/3/2017	O	1/9/2018	
4500291292	CONTINUUM SYSTEMS DBA FOR RTB INC 2401 BURNET AVE SYRACUSE, NY 13206-3029 US	ANNUAL MAINTENANCE	S	1	5	N	N	1		6,413	6,413	6,413	0	11/3/2017	C		11/3/2017
4500291295	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	ENVIRONMENTAL SERVICES	S	2	5	N	1	1		20,000	0	0	20,000	11/3/2017	O	11/1/2018	
4500291297	POWER LINE SYSTEMS INC 610 N WHITNEY WAY - STE 160 MADISON, WI 53705 US	CADD LICENSE RENEWAL	E	1	5	F	N	1		12,910	12,910	12,910	0	11/30/2017	C		12/11/2017
4500291432	ASCO POWER SERVICES INC 160 PARK AVE FLORHAM PARK, NJ 07932-1049 US	SPARE TRANSFER SWITCHES 400A/600A	E	B	5	F	N	3		16,609	0	0	16,609	11/7/2017	O	1/15/2018	
4500291433	JPJ ELECTRONICS COMMUNICATIONS INC 1 W WHITESBORO ST YORKVILLE, NY 13495 US	TOWER SUPPORT PARTS	E	B	5	N	N	1		49,912	0	0	49,912	11/7/2017	O	6/1/2018	
4500291496	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	RENTAL HOGG & DAVIS REEL TRAILER	E	B	5	F	N	2		9,053	7,603	7,603	1,450	11/9/2017	O	11/8/2018	
4500291500	ABELE TRACTOR & EQUIPMENT CO INC 72 EVERETT RD ALBANY, NY 12205 US	RENTAL CATERPILLAR D8T DOZER	E	B	5	N	N	2		16,000	0	0	16,000	11/9/2017	O	1/4/2018	
4500291569	RIG ALL INC 2322 BROAD ST FRANKFORT, NY 13340 US	RENTAL CRANE WITH OPERATOR	E	B	5	N	N	1		45,000	0	0	45,000	11/14/2017	C		12/7/2017
4500291583	LITHIA OF YORKVILLE-2 LLC DON'S FORD / DON'S FORD SUPERSTORE 5712 HORATIO ST UTICA, NY 13502-1016 US	DODGE CAB AND CHASSIS	E	B	7	N	N	4		74,977	0	0	74,977	11/13/2017	O	11/12/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500291619	MIRABITO FUEL GROUP 44 GRAND ST SIDNEY, NY 13838-1183 US	DIESEL FUEL	E	B	6	F	N	1		6,088	6,084	6,084	4	11/14/2017	C		11/17/2017
4500291721	NORTRAX INC 1486 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	JRB SNOW PLOW	E	B	5	N	N	2		11,500	0	0	11,500	11/16/2017	O	1/15/2018	
4500291803	SATCOM DIRECT INC SD 1050 SATCOM LN MELBOURNE, FL 32940-7010 US	SATELLITE PHONES	E	1	5	F	N	1		19,500	0	0	19,500	11/17/2017	O	6/1/2018	
4500291862	DEJANA TRUCK & UTILITY EQUIPMENT COMPANY LLC 490 PULASKI RD KINGS PARK, NY 11754-1317 US	SANDER	E	B	5	N	N	2		6,035	0	0	6,035	12/1/2017	O	11/30/2018	
4500291875	MEIER SUPPLY CO INC 1409 ORISKANY BLVD W UTICA, NY 13502 US	REFRIGERATION PARTS	E	C	5	F	N	1	*	5,586	5,586	5,586	0	11/21/2017	C		12/28/2017
4500292077	FLEET MAINTENANCE INC 67 RANSIER DR WEST SENECA, NY 14224-2290 US	FREIGHTLINER M2-106 W/ALTEC LS87 AERIAL TRUCK	E	B	7	N	3	2		277,171	0	0	277,171	11/29/2017	O	6/18/2018	
4500292441	VIKING-CIVES (USA) RR#2 BOX 36-1/2 HARRISVILLE, NY 13648-9519 US	FACTORY MOUNTS FOR PLOW HITCH	E	1	5	N	N	1		5,663	0	0	5,663	12/11/2017	O	1/11/2018	
4500292495	GETSNO LLC 1778 VT ROUTE 105 NEWPORT, VT 05855-9717 US	TUCKER LADDER RACK AND CUSTOM BRUSH GUARD	E	B	5	F	N	2		27,772	0	0	27,772	12/12/2017	O	12/11/2018	
4500292539	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	JLG 340AJ ARTICULATING BOOM LIFT	E	B		N	N	3		51,175	0	0	51,175	12/13/2017	O	12/12/2018	
4500292561	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	TRANSITION CABINET PARTS	E	B	5	N	N	1		23,567	0	0	23,567	12/13/2017	O	1/8/2018	
4500292563	MEGGER 4271 BRONZE WAY DALLAS, TX 75237 US	OIL TEST SET	E	B	5	F	N	2		12,925	0	0	12,925	12/13/2017	O	8/1/2018	
4500292567	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	T-LEM PARTS	E	B	5	F	N	2		26,087	0	0	26,087	12/13/2017	O	1/31/2018	
4500292927	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	BRAKE FORCE METER	E	B	5	F	N	1		6,592	0	0	6,592	12/27/2017	O	12/20/2018	
4500292952	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FALL PROTECTION/ FLUSH CONVERTERS	E	B	5	N	1	3		17,563	0	0	17,563	12/27/2017	O	1/18/2018	
4500292971	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	PRO LINK ULTRA ELITE V3	S	1	6	F	N	1		73,800	0	0	73,800	12/28/2017	O	12/27/2018	

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4600002697	WEEDS NO MORE INC PO BOX 236 WALTERSBURG, PA 15488-0236 US	BARE GROUND WEED CONTROL	S	B		F	N	2		300,000	253,710	0	46,290	6/1/2013	C		5/31/2017
4600002761	NORTHLINE UTILITIES LLC DBA FOR NORTHLINE VENTURES INC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	TRANSMISSION EMERGENCY RESPONSE SERVICES	S	B		N	1	3		2,500,000	0	0	2,500,000	2/7/2014	O	2/6/2019	
4600002762	MICHELS POWER A DIV OF MICHELS CORP 1775 E SHADY LN NEENAH, WI 54956 US	TRANSMISSION EMERGENCY RESPONSE SERVICES	S	B		F	N	3		2,500,000	0	0	2,500,000	2/7/2014	O	2/6/2019	
4600002825	AVIATION SERVICES UNLIMITED LLC PO BOX 629 ORISKANY, NY 13424 US	HELICOPTER SERVICES	S	B		N	N	2		900,000	523,566	122,844	376,434	8/1/2014	C		7/31/2017
4600002977	CONCORDE SPECIALTY GASES INC 36 EATON RD EATONTOWN, NJ 07724 US	SF6	E	B		F	N	3		250,000	50,301	25,957	199,699	7/1/2015	O	6/30/2018	
4600003160	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711 US	WASTE REMOVAL FROM CLARK ENERGY CENTER	S	B	7	N	N	2		80,000	15,229	10,802	64,771	4/1/2016	O	3/31/2020	
4600003271	HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	AERIAL INSPECTIONS	S	B		F	N	2		999,999	419,890	419,890	580,109	1/27/2017	O	3/31/2022	
		CEC TOTALS								19,107,623	8,907,911	7,553,817	10,199,712				

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

TOTAL NUMBER OF CONTRACTS	215
TOTAL CONTRACT VALUE	$19,107,623
TOTAL EXPENDED TO DATE	$8,907,911
TOTAL EXPENDED IN REPORT YEAR	$7,553,817

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	47
TOTAL NUMBER CLOSED CONTRACTS	168

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	184
TOTAL NUMBER SOLE SOURCE	19
TOTAL NUMBER SINGLE SOURCE	5
TOTAL NUMBER COMP SEARCH	5
TOTAL NUMBER MWBE/SBE	2

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	0
TOTAL NUMBER EQUIP/GOODS/COMMODITY	179
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	1
TOTAL NUMBER OTHER NON PERSONAL SERVICES	35

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500260915	CRYSTAL ROCK LLC DBA FOR CRYSTAL ROCK HOLDINGS INC 840 AERO DR CHEEKTOWAGA, NY 14225-1451 US	WATER DELIVERY & COOLER WATER INTEGRATE WITH OTHER CISCO WIRELESS	E	B	5	N	N	1		33,000	24,578	12,011	8,422	7/1/2015	O	6/30/2018	
4500268257	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	SIEMENS SERVICE BLDG AUTOMATION SYSTEM	S	B	5	N	N	1		17,804	17,804	4,451	0	2/1/2016	C		1/31/2017
4500268632	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SECURITY SYSTEM MAINTENANCE SUPPORT	S	B	7	N	N	1		111,250	111,250	0	0	3/1/2016	C		2/28/2017
4500269598	DORITEX CORP 11980 WALDEN AVE ALDEN, NY 14004-9709 US	SORBENT RUGS & INDUSTRIAL WIPERS SERVICE	E	B		N	N	2		95,000	89,141	23,547	5,859	3/22/2016	C		3/21/2017
4500270239	NORIA CORP 1328 E 43RD CT TULSA, OK 74105-4124 US	LUBE OIL CONSULTING	P	B	5	N	N	3		36,037	35,725	0	312	3/16/2016	C		3/9/2017
4500270286	BUFFALO INDUSTRIAL CHEMICALS INC PO BOX 664 NORTH TONAWANDA, NY 14120 US	COOLING TOWER TREATMENT SERVICES	S	B	5	N	N	1		13,600	12,482	0	1,118	3/17/2016	C		3/16/2017
4500270465	NIAGARA TOURISM AND CONVENTION CORP 10 RAINBOW BLVD NIAGARA FALLS, NY 14303-1132 US	POWER VISTA ADVERTISING	P	1	5	N	N	1		25,342	20,342	0	5,000	3/24/2016	C		3/23/2017
4500270603	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	MECHANICS TOOLS	E	B	5	F	4	4		12,823	10,688	0	2,135	3/28/2016	C		3/10/2017
4500270832	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FLOOR MAT RENTAL SERVICE	E	B	5	N	N	3		21,004	13,760	7,030	7,244	4/1/2016	C		4/5/2017
4500271370	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	DEMAND FLOW OPTIMIZATION	S	B	7	N	N	1		240,757	218,743	0	22,014	4/14/2016	C		4/13/2017
4500271600	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	SECURITY FENCE MAINTENANCE & REPAIRS	S	B	5	N	1	1		67,003	67,003	57,182	0	4/20/2016	C		4/19/2017
4500272525	WARTSILA DEFENSE INC 3617 KOPPENS WAY CHESAPEAKE, VA 23323-2531 US	GUIDE BEARING REFURBISHMENT	S	B		F	N	4		30,378	30,378	30,378	0	5/13/2016	C		3/9/2017
4500273283	GENERAL ELECTRIC INTERNATIONAL INC 3960 MYSTIC VALLEY PKWY MEDFORD, MA 02155-6920 US	ROTOR POLE REFURBISHMENT	E	B		N	N	2	*	94,650	94,650	94,650	0	6/2/2016	C		3/1/2017
4500273613	SHRED-IT BUFFALO 440 LAWRENCE BELL DR - STE 2 WILLIAMSVILLE, NY 14221-7057 US	PAPER RECYCLING/SHREDDING SERVICES	S	B	5	N	N	1		10,868	2,400	1,584	8,468	7/1/2016	C		6/30/2017

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4500274792	NORTHEAST METROLOGY CORP 4490 BROADWAY DEPEW, NY 14043-2904 US	ON-SITE GAUGE CALIBRATION SERVICES	S	B	5	N	N	2		9,977	9,778	0	199	7/18/2016	C		7/17/2017
4500274997	KAMAN INDUSTRIAL TECHNOLOGIES CORP PO BOX 30672 HARTFORD, CT 06150 US	MAINTENANCE & SUPPORT ON EXISTING DACS SYSTEM	S	1	8	N	N	1		57,200	45,215	44,365	11,985	7/25/2016	C		1/25/2017
4500275089	UNIVERSITY CORP FOR ATMOSPHERIC RESEARCH 3090 CENTER GREEN DR BOULDER, CO 80301-2252 US	FLOW FORECASTING RESEARCH	S	2	8	F	N	1		221,731	143,471	107,320	78,260	8/1/2016	C		12/31/2017
4500275663	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	VOLTAGE TRANSFORMERS	E	B	5	F	4	2		13,225	13,225	13,225	0	8/11/2016	C		1/31/2017
4500275765	APPLIED INSPECTION SERVICES INC 153 WALES AVE TONAWANDA, NY 14150-2507 US	NON-DESTRUCTIVE TESTING SERVICES	S	B	5	N	N	2		28,125	13,890	12,165	14,235	9/5/2016	C		9/4/2017
4500276098	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	RM UNIT 2 STATOR REPAIRS	S	1	8	N	N	1	*	264,506	264,506	264,506	0	8/23/2016	C		3/1/2017
4500276634	METRO CONTRACTING & ENVIRONMENTAL INC 2939 LOCKPORT RD NIAGARA FALLS, NY 14305-2307 US	CAULK REPLACEMENT - LPGP	C	B		N	N	4		590,224	588,624	363,720	1,600	9/8/2016	C		9/7/2017
4500277387	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	POWER VISTA WI-FI INSTALLATION & NETWORK	S	M	8	N	3	1		71,647	69,193	10,713	2,454	9/28/2016	C		9/27/2017
4500277535	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY EYEWEAR CONTRACT	E	B	5	F	N	2		15,000	7,776	7,257	7,224	10/3/2016	O	10/2/2018	
4500277540	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	SAFETY EYEWEAR CONTRACT	E	B	5	F	N	2		5,000	1,159	939	3,841	10/3/2016	O	10/2/2018	
4500277692	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	GROUNDING EQUIPMENT	E	B	5	F	N	1		46,562	46,562	0	0	10/5/2016	C		1/22/2017
4500278123	UNITED RENTALS (NORTH AMERICA) INC DBA RELIABLE ONSITE SERVICES 100 FIRST STAMFORD PL - STE 700 STAMFORD, CT 06902-9200 US	RESTROOM TRAILER RENTAL & WEEKLY SERVICE	E	B	5	N	N	2		22,200	19,655	14,045	2,545	10/18/2016	C		4/26/2017
4500278226	NATIONAL PIPELINE SERVICES LLC 1000 INDUSTRIAL DR MOUNT PLEASANT, MI 48858-4650 US	CATHODIC PROTECTION DESIGN & INSTALL	S	B		N	N	3		32,888	32,888	32,888	0	10/24/2016	C		1/9/2017
4500278518	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR FILTERS	E	B	5	N	N	1		18,876	18,876	17,303	0	12/1/2016	C		11/1/2017

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4500278556	FCX PERFORMANCE INC 3000 E 14TH AVE COLUMBUS, OH 43219-2355 US	POWER FLUSHING PUMP SKID	E	B		F	N	1		81,250	81,250	81,250	0	10/27/2016	C		8/1/2017
4500278626	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	MAINTENANCE HP SCADA COMPUTERS (1 YEAR)	S	B	5	N	N	1	*	12,877	12,877	12,877	0	11/1/2016	C		10/31/2017
4500278752	EMERGENCY ONE DBA FOR ANDERSON MEDICAL PC 40 HURLEY AVE KINGSTON, NY 12401-3738 US	ON-SITE PHYSICALS/MEDICAL SERVICES - 2017	S	M	8	N	4	1		85,000	85,000	85,000	0	1/1/2017	C		12/31/2017
4500278760	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	ROCK SALT	E	B	7	N	N	1		11,505	11,474	11,474	31	11/2/2016	C		8/22/2017
4500278893	NORTHERN SAFETY CO INC 232 INDUSTRIAL PARK DR UTICA, NY 13504-4250 US	ICE BOOM SUITS	E	B	5	N	N	2		8,232	8,067	0	165	11/7/2016	C		1/31/2017
4500279002	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE REMOVAL/SERVICES	S	B	7	N	N	1		80,000	71,435	71,435	8,565	11/10/2016	C		11/9/2017
4500279087	NIAGARA LAWN & GARDEN INC 4833 SAUNDERS SETTLEMENT RD NIAGARA FALLS, NY 14305 US	SNOW PLOWING SERVICES	S	B	5	N	N	1		6,825	3,250	3,250	3,575	11/21/2016	C		4/30/2017
4500279125	SEALS UNLIMITED DBA FOR APACHE HOSE&BELTING CO INC 23050 NW JACOBSON RD HILLSBORO, OR 97124-9328 US	RM HEADGATE SEALS	E	B	5	F	N	1		16,120	16,120	16,120	0	11/14/2016	C		1/23/2017
4500279130	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	NORTEC ELECTRODE STEAM HUMIDIFIERS	E	B	5	N	N	1		12,685	12,685	12,685	0	11/14/2016	C		1/6/2017
4500279597	JFW INDUSTRIES INC 5134 COMMERCE SQUARE DR INDIANAPOLIS, IN 46237-9705 US	S&R SATELLITE CLOCK DISTRIBUTION NETWORK	E	1	5	F	N	1		26,506	26,506	26,506	0	11/30/2016	C		1/11/2017
4500279616	WILMAC BUSINESS EQUIPMENT CO INC 73 STATE ST ROCHESTER, NY 14614-1369 US	NICE RECORDING SYSTEM MAINTENANCE	S	1	5	N	N	1		10,080	10,080	0	0	1/1/2017	C		12/31/2017
4500279623	BLAST & WASH SYSTEMS DBA FOR GRACE ESTATE VENTURES INC 9401 STATE ROUTE 21 WAYLAND, NY 14572-9410 US	DOWNDRAFT WELD TABLE	E	B	5	F	N	2		15,767	15,767	15,767	0	11/30/2016	C		1/31/2017
4500279908	SIDEHILL COPPER WORKS INC 12 PORT ACCESS RD - STE 2 ERIE, PA 16507-2298 US	BUSBAR REPAIR/FABRICATION	E	B		F	N	2		73,782	73,782	73,782	0	12/7/2016	C		3/23/2017
4500279968	ACCU SHIM INC 4601 LAWNDALE AVE LYONS, IL 60534 US	RM STATOR SHIMS	E	B	5	F	N	2		8,875	8,789	8,789	86	12/8/2016	C		1/5/2017

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4500280161	S & B COMPUTER & OFFICE PRODUCTS INC 17 WOOD RD - STE 700 ROUND LAKE, NY 12151 US	OFFICE SUPPLIES - 2017	E	M	8	N	4	1		60,250	34,755	34,755	25,495	1/1/2017	C		12/31/2017
4500280634	CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADY DR - STE 100 RESTON, VA 20190-5328 US	TRIPWIRE ENTERPRISE LICENSES & SERVICE	E	B	7	N	N	1		61,539	56,791	56,791	4,748	1/13/2017	O	2/20/2018	
4500280641	OVIVO USA LLC PO BOX 673076 DETROIT, MI 48267-3076 US	TRAVELLING SCREEN PARTS & ON-SITE INSTALL ASSISTANCE	E	1	8	F	N	1		131,803	114,253	114,253	17,550	1/26/2017	O	1/19/2018	
4500281011	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	DIESEL FUEL - WINTER MIX	E	B	5	N	1	1	*	7,533	7,533	7,533	0	1/12/2017	C		1/13/2017
4500281113	NIAGARA TOURISM AND CONVENTION CORP 10 RAINBOW BLVD NIAGARA FALLS, NY 14303-1132 US	POWER VISTA ADVERTISING	P	1	5	N	N	1		25,042	25,042	25,042	0	3/24/2017	O	3/23/2018	
4500281137	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	BREAKER REFURBISHMENTS	E	B	5	N	N	2		8,500	8,500	8,500	0	1/16/2017	C		3/7/2017
4500281376	POWELL INDUSTRIES CORP DELTA UNIBUS DIVISION 515 N RAILROAD AVE NORTHLAKE, IL 60164-1652 US	ISO BUS COPPER STRAPS	E	B	5	F	N	2	*	21,268	21,268	21,268	0	1/23/2017	C		2/23/2017
4500281442	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1		6,083	6,083	6,083	0	1/24/2017	C		1/26/2017
4500281604	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	SIEMENS SERVICE BLDG AUTOMATION SYSTEM	S	B	5	N	N	1		23,263	17,447	17,447	5,816	2/1/2017	O	1/31/2018	
4500281791	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	TLEM REFUSE REMOVAL/DISPOSAL	S	B	5	N	N	1		18,000	3,046	3,046	14,954	2/6/2017	O	2/5/2018	
4500281823	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	BREAKER REPAIRS AND TRAINING	S	1	5	N	N	1		19,900	19,900	19,900	0	2/1/2017	C		4/6/2017
4500281857	WATER WEIGHTS INC STE K 470 SATELLITE BLVD SUWANEE, GA 30024-7134 US	LOAD TEST - RM 630 TON CRANE	S	1	8	N	N	1		101,800	101,800	101,800	0	2/3/2017	C		3/1/2017
4500281902	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	IMUX-2000	E	B	5	F	N	1		17,434	17,434	17,434	0	2/3/2017	C		4/4/2017
4500281956	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	TURBINE OIL	E	1	8	N	N	1	*	57,712	57,712	57,712	0	2/6/2017	C		11/21/2017
4500281999	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1		6,290	6,290	6,290	0	2/7/2017	C		2/10/2017

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4500282191	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	PACS SERVICE AND MAINTENANCE AGREEMENT	S	B	7	N	N	1		114,588	114,588	114,588	0	3/1/2017	O	2/28/2018	
4500282221	QUERMBACK ELECTRIC INC 215 GENESEE ST BUFFALO, NY 14203-0332 US	CURRENT TRANSFORMERS	E	B	5	F	N	2		18,240	18,240	18,240	0	2/13/2017	C		4/17/2017
4500282427	MOTION INDUSTRIES INC 3780 COMMERCE CT - STE400 NORTH TONAWANDA, NY 14120-2025 US	LPGP GOVERNOR MAKE UP PUMP	E	B	5	N	N	1	*	5,259	5,259	5,259	0	2/17/2017	C		4/25/2017
4500282774	KAMAN INDUSTRIAL TECHNOLOGIES CORP PO BOX 30672 HARTFORD, CT 06150 US	DACS MAINTENANCE AND SUPPORT SERVICES	S	1	8	N	N	1		99,000	1,700	1,700	97,300	3/1/2017	O	2/28/2018	
4500282794	HUBBELL POWER SYSTEMS INC 210 N ALLEN ST CENTRALIA, MO 65240-1302 US	IMUX-2000	E	B	5	F	N	1		10,561	10,561	10,561	0	3/1/2017	C		4/13/2017
4500282886	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	VMW TRIPWIRE PROJECT	E	B	5	N	4	3		8,701	8,701	8,701	0	3/3/2017	C		3/28/2017
4500282888	AUBURN ARMATURE INC 75 ALLIED DR CHEEKTOWAGA, NY 14227-1041 US	WINDSMITH GEAR	E	B	5	N	N	2		10,400	10,397	10,397	3	3/3/2017	C		5/1/2017
4500282900	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1		6,404	6,404	6,404	0	3/3/2017	C		3/6/2017
4500282954	DCB ELEVATOR CO INC PO BOX 426 LEWISTON, NY 14092 US	ESCALATOR STEP CHAINS INSTALLATION	S	M	8	N	3	1		91,882	90,504	90,504	1,378	3/6/2017	C		4/26/2017
4500282990	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	KELMAN GAS ANALYZERS	E	B		F	N	2		147,450	147,450	147,450	0	3/6/2017	C		11/21/2017
4500282995	GRAYBAR ELECTRIC CO INC 425 CAYUGA DR CHEEKTOWAGA, NY 14225-1946 US	HAND HELD FLUKE METER	E	B	5	N	N	2		6,096	6,096	6,096	0	3/6/2017	C		3/16/2017
4500283199	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	NEW EMPLOYEE TOOLS AND TOOLBOXES	E	B	5	N	3	2	*	12,629	12,629	12,629	0	3/10/2017	C		4/5/2017
4500283231	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	HEX SCREWS WHSE STOCK	E	B	5	N	4	2	*	8,953	8,953	8,953	0	3/13/2017	C		6/6/2017
4500283275	ABB INC 10300 HENRI-BOURASSA WEST ST LAURENT, PQ H4S 1N6 CA	POWER SUPPLY UNITS	E	B	5	N	N	1		10,582	10,582	10,582	0	3/15/2017	C		5/3/2017
4500283443	WARTSILA DEFENSE INC 3617 KOPPENS WAY CHESAPEAKE, VA 23323-2531 US	TURBINE GUIDE BEARING	E	B		F	N	5		123,350	0	0	123,350	12/7/2017	O	2/20/2018	

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4500283589	INDOOR AIR PROFESSIONALS INC 800 COMMERCE PKWY LANCASTER, NY 14086-1738 US	DUCT CLEANING SERVICES	S	B		N	N	2		171,140	171,140	171,140	0	3/23/2017	C		10/1/2017
4500283625	BUFFALO INDUSTRIAL CHEMICALS INC PO BOX 664 NORTH TONAWANDA, NY 14120 US	WATER COOLING TOWER TREATMENT SERVICES	S	B	5	N	N	1		17,000	3,728	3,728	13,272	3/27/2017	O	3/26/2018	
4500283738	CINTAS CORP NO 2 5740 GENESEE ST LANCASTER, NY 14086-9734 US	FLOOR MAT RENTAL	S	B	5	N	N	3		23,000	6,656	6,656	16,344	4/6/2017	O	4/5/2018	
4500283951	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	HOIST GATE RIGGING EQUIPMENT	E	B	5	F	N	2		36,365	36,365	36,365	0	4/3/2017	C		5/15/2017
4500283960	DORITEX CORP 11980 WALDEN AVE ALDEN, NY 14004-9709 US	SORBENT RUGS & INDUSTRIAL WIPERS	S	B		N	N	2		95,000	63,912	63,912	31,088	4/4/2017	O	4/3/2018	
4500283993	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI/HVB SPARE PARTS	E	B	5	F	N	2	*	41,499	41,499	41,499	0	4/4/2017	C		6/7/2017
4500284064	RJR ENGINEERING PC 23 MECHANIC ST - PO BOX 344 SPRINGVILLE, NY 14141-0344 US	RM ASSEMBLY BAY FLOOR ENG. INSPECTIONS	S	M	8	N	2	1		119,808	78,336	78,336	41,472	10/23/2017	O	4/1/2018	
4500284241	UNITED RENTALS (NORTH AMERICA) INC DBA RELIABLE ONSITE SERVICES 100 FIRST STAMFORD PL - STE 700 STAMFORD, CT 06902-9200 US	RESTROOM TRAILER RENTAL & SERVICE	E	B	5	N	N	1		34,480	25,245	25,245	9,235	4/27/2017	O	4/26/2018	
4500284248	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	SWITCH LEVEL AND FLOW	E	B	5	N	3	2		6,870	6,870	6,870	0	4/10/2017	C		5/10/2017
4500284349	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	SECURITY FENCE MAINTENANCE AGREEMENT	S	B	5	N	1	1		24,500	6,153	6,153	18,347	4/20/2017	O	4/19/2018	
4500284497	WESCHLER INSTRUMENTS DIV OF HUGHES 16900 FOLTZ PKWY STRONGSVILLE, OH 44149-5529 US	WESCHLER GAUGE UPGRADE	E	B	5	F	N	2	*	6,518	6,518	6,518	0	4/17/2017	C		5/8/2017
4500284586	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	LIGHTNING ARRESTORS & SURGE COUNTERS	E	B	5	F	N	1		29,460	29,460	29,460	0	4/19/2017	C		5/19/2017
4500284621	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	DIESEL B20	E	B	5	N	1	1	*	7,302	7,302	7,302	0	4/20/2017	C		4/24/2017
4500284629	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1	*	6,844	6,844	6,844	0	4/20/2017	C		4/21/2017

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4500284632	NEW ENTERPRISE STONE & LIME CO INC 3912 BRUMBAUGH RD NEW ENTERPRISE, PA 16664-9137 US	LIGHT & MEDIUM STONE FILL	E	B	5	N	N	3		52,105	52,074	52,074	31	4/20/2017	C		6/27/2017
4500284736	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR PARTS	E	B	5	F	N	1	*	5,961	5,961	5,961	0	4/24/2017	C		5/8/2017
4500284837	KAMAN INDUSTRIAL TECHNOLOGIES CORP RIVER RD ROUTE 49 UTICA, NY 13503 US	BEARINGS	E	B	5	F	N	3		6,334	6,334	6,334	0	4/26/2017	C		5/19/2017
4500284885	UTILITY SYSTEMS INC DBA FOR MAGNETIC INSTRUMENTATION 8431 CASTLEWOOD DR INDIANAPOLIS, IN 46250-1534 US	EVENT RECORDER	E	B	5	F	N	1		11,500	11,500	11,500	0	4/27/2017	C		6/30/2017
4500284929	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	DEMAND FLOW PROJECT PHASE II	S	B	5	N	N	1		24,294	24,294	24,294	0	4/28/2017	C		11/21/2017
4500284954	NATURE'S WAY ENVIRONMENTAL CONSULTANTS & CONTRACTORS INC 3553 CRITTENDEN RD ALDEN, NY 14004-8551 US	GROUTING OF ANIMAL BURROWS	S	B	5	N	3	1		16,179	10,305	10,305	5,874	5/1/2017	C		6/30/2017
4500284984	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL PARTS	E	B	5	F	3	2		8,613	8,613	8,613	0	5/1/2017	C		5/11/2017
4500285185	LUBRITE TECHNOLOGIES/LUBRITE LLC 139 OHIO STREET LODI, OH 44254-1047 US	LUBRITE BUSHINGS	E	B	5	F	N	1	*	9,914	9,914	9,914	0	5/5/2017	C		7/19/2017
4500285196	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	LAPTOP COMPUTERS	E	1	5	F	N	1		19,830	19,830	19,830	0	5/5/2017	C		6/20/2017
4500285228	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	VARIABLE FREQUENCY DRIVES	E	B	5	F	N	1		6,240	6,240	6,240	0	5/8/2017	C		5/24/2017
4500285236	R P ADAMS DBA FOR ADAMS SFC INC 225 E PARK DR TONAWANDA, NY 14150-7813 US	WINSMITH GEAR REDUCER	E	B	5	N	N	4	*	7,984	7,984	7,984	0	5/8/2017	C		6/19/2017
4500285254	DIGITAL SURVEILLANCE SOLUTIONS INC STE 4 2727 BROADWAY ST BUFFALO, NY 14227-1070 US	ICE BOOM CAMERA SERVICE AGREEMENT	S	B	5	N	N	1		25,000	25,000	25,000	0	5/15/2017	O	5/14/2018	
4500285378	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	DACS CORE CISCO SWITCH UPGRADES	E	B	5	N	N	1	*	46,746	46,746	46,746	0	5/11/2017	C		7/19/2017

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4500285389	CADIMENSIONS INC 180 LAWRENCE BELL DR STE 104 WILLIAMSVILLE, NY 14221-7888 US	SOLIDWORKS SOFTWARE	E	B	5	N	N	1		7,990	7,990	7,990	0	5/19/2017	O	5/18/2018	
4500285399	SIEMENS INDUSTRY INC 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	FIRMWARE UPGRADES	E	B	5	N	N	1		14,515	7,258	7,258	7,257	5/12/2017	O	4/30/2018	
4500285514	SIMMERS CRANE DESIGN & SERVICES CO DBA FOR POLLOCK REASEARCH & DESIGN 1134 SALEM PKWY SALEM, OH 44460-1063 US	SLINGS FOR ASCOM LIFT	E	B	5	F	N	1		15,864	15,864	15,864	0	5/30/2017	C		6/19/2017
4500285583	GE INTELLIGENT PLATFORMS INC C/O AUTOMATECH INC 138 INDUSTRIAL PARK RD PLYMOUTH, MA 02360-7243 US	GE GLOBALCARE SOFTWARE SUPPORT	S	1	5	N	N	1	*	25,625	25,625	25,625	0	6/27/2017	O	6/26/2018	
4500285594	OTC SERVICES INC 1776 CONSTITUTION AVE LOUISVILLE, OH 44641 US	LIGHTNING ARRESTOR BRACKETS	E	1	5	N	N	1		26,850	26,850	26,850	0	5/18/2017	C		6/30/2017
4500285613	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	WIRE ROPE CPR 1421 1460	E	B	5	N	N	2	*	6,075	6,075	6,075	0	5/18/2017	C		5/25/2017
4500285617	ROLFE INDUSTRIES INC 2 PARKFORD DR - PO BOX 673 CLIFTON PARK, NY 12065-3234 US	FAIRBANKS MORSE PUMP PARTS	E	B	5	F	3	1		13,971	13,971	13,971	0	5/19/2017	C		7/11/2017
4500285708	WELSBACH ELECTRIC CORP 111-01 14TH AVE COLLEGE POINT, NY 11356-0252 US	POTHEAD INSTALLATION	S	1	5	N	N	1		47,500	47,500	47,500	0	5/22/2017	C		7/20/2017
4500285832	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	FIBER OPTIC FENCE REPAIR	S	B	7	N	N	1		12,000	12,000	12,000	0	5/24/2017	C		12/1/2017
4500285930	DMYLES INC 4622 MILLER RD NIAGARA FALLS, NY 14304-1031 US	LPGP G4 WATER SAFETY WATCH PERSON	S	B	5	N	2	3		24,500	1,315	1,315	23,185	5/30/2017	C		12/11/2017
4500286096	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1	*	6,005	6,005	6,005	0	6/2/2017	C		6/6/2017
4500286121	PROTEUS GROUP 124 PARNELL RD ST CATHARINES, ON L2M 1V4 CA	ZEBRA MUSSEL CONTROL SERVICES	S	B	5	N	N	2		44,564	44,564	44,564	0	6/2/2017	C		11/21/2017
4500286139	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	SEISMIC PIPE SUPPORTS	E	B	5	N	N	3		34,300	34,300	34,300	0	6/2/2017	C		11/21/2017
4500286215	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	TRANSMISSION PROTECTION SYSTEM	E	B	5	F	N	1		5,418	5,418	5,418	0	6/6/2017	C		7/12/2017
4500286274	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	RFID BADGES & LANYARDS	E	1	8	F	N	1		181,101	180,729	180,729	372	6/7/2017	C		11/21/2017

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4500286453	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	EMI DIAGNOSTIC TESTING	S	B	5	N	N	1	*	18,963	18,963	18,963	0	6/13/2017	C		11/21/2017
4500286492	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI/HVB REPAIR KITS SPARE PARTS	E	B	5	F	N	1	*	39,659	39,659	39,659	0	6/13/2017	C		12/1/2017
4500286522	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	242KV BREAKER PARTS AND REPAIRS	E	B	5	N	N	1		51,645	30,735	30,735	20,910	6/14/2017	O	2/21/2018	
4500286670	APPLIED MEASUREMENT & CONTROLS INC 314 HOGAN RD FAIRPORT, NY 14450-8414 US	HEAT EXCHANGERS	E	B	5	N	1	1	*	9,967	9,967	9,967	0	6/19/2017	C		6/27/2017
4500286672	TATE ANDALE INC 1941 LANSDOWNE RD BALTIMORE, MD 21227 US	RING LOCK BRASS DISC	E	B	5	F	N	1		6,530	6,530	6,530	0	6/19/2017	C		12/1/2017
4500286894	DEVAR INC 706 BOSTWICK AVE BRIDGEPORT, CT 06605-2396 US	DEVAR CONTROLLERS	E	B	5	F	N	2	*	5,782	5,782	5,782	0	6/26/2017	C		7/17/2017
4500286986	DIGITAL SURVEILLANCE SOLUTIONS INC STE 4 2727 BROADWAY ST BUFFALO, NY 14227-1070 US	FLIR CAMERA REPLACEMENT PARTS AND SERVICE	E	B	5	N	N	1		10,600	10,600	10,600	0	6/28/2017	C		11/21/2017
4500286994	PRESIDIO NETWORKED SOLUTIONS GROUP DBA FOR PRESIDIO HOLDINGS INC 30 STANFORD DR - STE 2 FARMINGTON, CT 06032-2453 US	EOL CISCO HARDWARE	E	B	7	N	N	2	*	117,958	117,958	117,958	0	6/28/2017	C		11/21/2017
4500287102	INDUSTRIAL INSULATION SALES INC 2101 KENMORE AVE BUFFALO, NY 14207 US	PIPE SUPPORT INSULATION	E	B	5	N	N	1		15,299	14,993	14,993	306	6/30/2017	C		11/21/2017
4500287136	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	NAFCO AND KIM LIGHTING FOR NU CAMPUS	E	B	5	N	N	2	*	8,616	8,616	8,616	0	11/6/2017	C		12/29/2017
4500287220	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	IMMERSION HEATERS	E	B	5	F	N	2	*	9,554	9,554	9,554	0	7/6/2017	C		11/21/2017
4500287393	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1	*	6,384	6,384	6,384	0	7/12/2017	C		7/14/2017
4500287460	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ICE BOOM SHACKLES	E	B	5	N	N	1		7,125	7,125	7,125	0	7/13/2017	C		9/30/2017
4500287473	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	WATER CHILLERS	E	B		F	N	4		107,175	105,675	105,675	1,500	7/14/2017	C		11/21/2017
4500287687	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY TRAINING	S	2	9	N	N	1		16,475	10,850	10,850	5,625	7/20/2017	C		12/30/2017

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4500287798	US ARMY CORPS OF ENGINEERS BUFFALO DISTRICT 1776 NIAGARA ST BUFFALO, NY 14207-3199 US	RIVERFLOW FORECAST MODEL OPERATIONALIZATION	P	1	5			0		28,500	28,500	28,500	0	7/24/2017	C		12/1/2017
4500287808	NORTHERN SAFETY CO INC 232 INDUSTRIAL PARK DR UTICA, NY 13504-4250 US	CONFINED SPACE EXTRACTION SYSTEM	E	B	5	N	N	2		8,665	8,492	8,492	173	7/24/2017	C		12/1/2017
4500287825	F W WEBB CO 6792 TOWNLINE RD SYRACUSE, NY 13214 US	PIPE AND FITTINGS	E	B		F	N	6		67,180	65,947	65,947	1,233	7/24/2017	C		9/22/2017
4500287856	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	DIESEL FUEL	E	B	5	N	1	1	*	7,432	7,432	7,432	0	7/25/2017	C		12/1/2017
4500288090	GROVE ROOFING SERVICES INC 131 READING ST BUFFALO, NY 14220 US	HOIST BUILDING ROOF REPAIRS	C	B		N	N	1		117,260	0	0	117,260	8/1/2017	O	6/1/2018	
4500288102	DAVIS-ULMER SPRINKLER CO INC 1 COMMERCE DR AMHERST, NY 14228-2395 US	FIRE PROTECTION SYSTEMS MAINTENANCE/REPAIRS	S	B	5	N	N	1		24,900	1,690	1,690	23,210	8/1/2017	O	7/31/2018	
4500288152	R P ADAMS DBA FOR ADAMS SFC INC 225 E PARK DR TONAWANDA, NY 14150-7813 US	AUTOMATIC WATER STRAINER	E	B	5	F	N	2		11,670	11,670	11,670	0	8/2/2017	C		11/21/2017
4500288247	CONTINENTAL BRAKE EQUIPMENT CO INC 6N630 ILLINOIS ST SAINT CHARLES, IL 60174-6613 US	UNIT BRAKE SHOES	E	B	5	F	N	1		18,154	18,154	18,154	0	8/4/2017	C		11/21/2017
4500288261	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	EPSON OFFICE SUPPLIES	E	B	5	N	4	1		5,736	5,736	5,736	0	8/4/2017	C		12/1/2017
4500288300	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI HVB PARTS	E	B	5	F	N	1	*	8,428	8,428	8,428	0	8/7/2017	C		12/1/2017
4500288355	SYSTEM IMPROVEMENTS INC 238 S PETERS RD - STE 301 KNOXVILLE, TN 37923-5224 US	TAPROOT INVESTIGATION RM UNIT 12	S	1	5	F	N	1		9,708	9,408	9,408	300	8/8/2017	C		12/1/2017
4500288439	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	LED LIGHTING	E	B	5	F	3	2	*	20,156	20,156	20,156	0	8/10/2017	C		12/11/2017
4500288533	METRO CONTRACTING & ENVIRONMENTAL INC 2939 LOCKPORT RD NIAGARA FALLS, NY 14305-2307 US	CAULK REPLACEMENT POWER VISTA BUILDINGS	C	B		N	N	1		117,000	117,000	117,000	0	11/3/2017	C		12/11/2017
4500288705	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	HYDRONIC AIR COILS	E	B	5	F	N	2		14,541	14,541	14,541	0	8/18/2017	C		11/21/2017
4500288758	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	REPLACEMENT DISPLAY SCREENS & EXTENDED WARRANTY	E	1	8	F	N	1		50,554	0	0	50,554	10/19/2017	C		12/30/2017

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4500288849	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE - WATKINS	E	B	5	N	N	1	*	7,140	7,140	7,140	0	8/23/2017	C		11/21/2017
4500288855	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1	*	6,746	6,746	6,746	0	8/23/2017	C		12/1/2017
4500288857	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	ROCK SALT 2017-2018	E	B	5	N	N	1		15,651	0	0	15,651	9/6/2017	O	8/31/2018	
4500288993	FIBER INSTRUMENT SALES INC 161 CLEAR RD ORISKANY, NY 13424-4301 US	OTDR UNIT	E	B	5	N	N	2		13,990	13,990	13,990	0	8/28/2017	C		12/1/2017
4500289013	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	TECHNICAL SUPPORT AND TRAINING	S	1	5	N	N	1		13,354	864	864	12,490	11/3/2017	C		11/21/2017
4500289017	BRENNTAG NORTH AMERICA INC BWE-LLC (NOCO LUBRICANTS) 42 RUMSEY RD EAST HARTFORD, CT 06108-1133 US	TURBINE LUBE OIL	E	B		N	N	1		113,960	15,449	15,449	98,511	8/28/2017	O	12/30/2019	
4500289082	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	VARIABLE FREQUENCY DRIVES	E	B	5	F	N	2		48,816	37,616	37,616	11,200	11/3/2017	O	3/31/2018	
4500289105	REXEL INC 505 DUKE RD - STE 400 CHEEKTOWAGA, NY 14225-5101 US	ALLEN BRADLEY EQUIPMENT	E	B		F	N	2		98,780	98,396	98,396	384	11/9/2017	C		12/11/2017
4500289119	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	NETWORK SERVICES - POWER VISTA WI-FI	E	M	5	F	3	1	*	20,811	20,811	20,811	0	10/29/2017	O	10/28/2018	
4500289162	APPLIED INSPECTION SERVICES INC 153 WALES AVE TONAWANDA, NY 14150-2507 US	NON-DESTRUCTIVE EXAMINATION SERVICES	S	B	5	N	N	2		28,305	0	0	28,305	9/5/2017	O	9/4/2018	
4500289213	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SHOE MOBILE	E	2	5	N	N	1		7,680	7,680	7,680	0	10/16/2017	C		10/16/2017
4500289220	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	AIR HANDLING UNIT	E	B	5	F	N	1		39,425	0	0	39,425	9/5/2017	O	3/31/2018	
4500289225	R M HEADLEE CO INC S-3649 CALIFORNIA RD ORCHARD PARK, NY 14127 US	WATER CHILLER VALVES	E	B		F	N	2		39,592	39,496	39,496	96	9/5/2017	C		12/1/2017
4500289364	BRETT'S TENT & AWNING INC 1318 HYDE PARK BLVD NIAGARA FALLS, NY 14301-1414 US	WILDLIFE FESTIVAL TENT PACKAGE	E	B	5	N	N	1		8,900	8,767	8,767	133	9/18/2017	C		9/25/2017

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4500289390	H & V SALES INC 2800 WALDEN AVE STE A CHEEKTOWAGA, NY 14225-4749 US	HVAC FANS	E	B		F	N	2		104,460	104,460	104,460	0	11/2/2017	C		11/21/2017
4500289392	DAVIS-ULMER SPRINKLER CO INC 1 COMMERCE DR AMHERST, NY 14228-2395 US	FIRE HYDRANT INTERNAL OBSTRUCTION INSPECTIONS	S	B	5	N	N	1		8,772	8,772	8,772	0	9/11/2017	C		12/1/2017
4500289519	EB GALAXY CONSTRUCTION INC 2790 CLINTON ST WEST SENECA, NY 14224-1350 US	ASPHALT PAVING SERVICES	C	B	8	N	2	2		597,200	564,390	564,390	32,810	11/9/2017	C		12/30/2017
4500289544	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026 US	ELECTRICAL CABLE	E	B	5	F	N	2	*	21,775	21,775	21,775	0	11/3/2017	C		12/31/2017
4500289665	THE CARLISLE & FINCH CO 4562 W MITCHELL AVE CINCINNATI, OH 45232 US	XENON SEARCHLIGHT	E	B	5	F	N	1		25,432	25,432	25,432	0	9/18/2017	C		12/30/2017
4500289672	NORTHEAST METROLOGY CORP 4490 BROADWAY DEPEW, NY 14043-2904 US	LPGP AND RM TOOL CALIBRATION	S	B	5	N	N	2		9,977	0	0	9,977	9/18/2017	C		12/29/2017
4500289741	MORRIS MASONRY RESTORATION LLC 441 BAILEY AVE BUFFALO, NY 14210-1732 US	CORRUGATED SIDING INSTALLATION	C	B	5	N	N	3		68,525	0	0	68,525	10/19/2017	O	4/1/2018	
4500289861	FRANK P LANGLEY CO INC PO BOX 744 AMHERST, NY 14228-0744 US	HVAC PUMPS AND SPECIALTIES	E	B	5	F	N	1		19,913	19,913	19,913	0	9/22/2017	C		12/1/2017
4500289920	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICIAN TOOLS	E	B	5	N	3	3		11,062	11,040	11,040	22	11/6/2017	C		12/1/2017
4500290014	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	CULVERT BACKFILLING	E	B	5	N	N	2		13,328	13,328	13,328	0	11/16/2017	C		11/27/2017
4500290032	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	CHILLER PROJECT PANEL BOARDS AND TRANSFORMER	E	B	5	N	N	2		6,128	6,128	6,128	0	9/27/2017	C		12/1/2017
4500290038	GE INTELLIGENT PLATFORMS INC C/O AUTOMATECH INC 138 INDUSTRIAL PARK RD PLYMOUTH, MA 02360-7243 US	DACS GLOBALCARE	E	B	5	F	N	1		11,643	11,643	11,643	0	11/7/2017	C		12/1/2017
4500290179	SAIA COMMUNICATIONS INC 100 STRADTMAN ST BUFFALO, NY 14206-2666 US	MOTOROLA RADIOS AND CHARGERS	E	B	5	N	3	1		6,918	6,918	6,918	0	10/2/2017	C		12/1/2017
4500290294	OVIVO USA LLC PO BOX 673076 DETROIT, MI 48267-3076 US	TRAVELING SCREEN PARTS	E	1	8	F	N	1		202,400	7,673	7,673	194,727	10/4/2017	C		12/30/2017
4500290305	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	TCP LED LAMPS	E	B	5	F	N	3		10,950	10,950	10,950	0	10/4/2017	C		12/1/2017

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4500290363	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1	*	6,939	6,939	6,939	0	10/12/2017	C		12/1/2017
4500290540	VAN GUARD INSTRUMENTS INC 1520 S HELLMAN AVE ONTARIO, CA 91761 US	BREAKER CONTACT RESISTOR TESTER	E	B	5	F	N	2	*	7,228	7,228	7,228	0	10/12/2017	C		12/1/2017
4500290598	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	BREAKER REFURBISHMENT AND ENTILLIGUARD INSTALLATION	S	B	5	N	N	2		56,025	47,750	47,750	8,275	12/5/2017	O	1/12/2018	
4500290604	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	MULTIMETER HAND HELD FLUKE KIT	E	B	5	N	4	3		5,359	5,359	5,359	0	10/13/2017	C		12/1/2017
4500290606	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	AMP CERTI CRIMP TOOL	E	B	5	N	3	2		10,350	0	0	10,350	10/13/2017	O	2/20/2018	
4500290608	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	CONFINED SPACE EXTRACTION SYSTEM PARTS	E	B	5	F	N	2	*	15,592	15,592	15,592	0	10/13/2017	C		12/30/2017
4500290632	NORTHERN SAFETY CO INC 232 INDUSTRIAL PARK DR UTICA, NY 13504-4250 US	PPE CAVITATION REPAIRS	E	B	5	N	N	2		5,732	5,533	5,533	199	12/5/2017	O		
4500290753	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	WELDING VENTILATION HOSE	E	B	5	N	3	2		7,850	7,850	7,850	0	10/18/2017	C		12/1/2017
4500290833	STEELCASE INC C/O PRENTICE OFFICE ENVIRONMENTS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	OFFICE FURNITURE	E	B	5	N	N	1		5,324	5,324	5,324	0	12/5/2017	C		12/29/2017
4500290846	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	INTERRUPTER REPAIR KITS	E	B	5	F	N	1		34,247	0	0	34,247	10/20/2017	O	1/31/2018	
4500290906	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	STEEL STAIR CASE REPLACEMENT	S	2	8	N	N	1		104,134	0	0	104,134	10/23/2017	C		12/30/2017
4500290912	ST LAWRENCE VALLEY CONCRETE LLC 1600 STATE ROUTE 11 BRUSHTON, NY 12916-4305 US	CONCRETE PLANKS	E	B	5	N	N	2		8,625	0	0	8,625	10/23/2017	O	1/31/2018	
4500291090	ROOT NEAL & CO 64 PEABODY ST BUFFALO, NY 14210-1515 US	BASKET STRAINER	E	B	5	F	N	3		9,684	9,684	9,684	0	10/27/2017	C		12/11/2017
4500291103	3075109 CANADA INC THERMOFIN 47 MARIE-VICTORIN CANDIAC, PQ J5R 1B6 CA	THRUST BEARING COOLERS	E	B		F	N	1		53,176	0	0	53,176	11/3/2017	O	4/30/2018	

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4500291172	ABB INC 10300 HENRI-BOURASSA WEST ST LAURENT, PQ H4S 1N6 CA	POWER SUPPLY UNIT	E	B	5	F	N	1		9,797	0	0	9,797	10/31/2017	O	2/20/2018	
4500291187	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	INTERRUPTER REPAIR KITS	E	B	5	F	N	2		16,618	16,618	16,618	0	11/1/2017	C		12/29/2017
4500291394	KURK FUEL OIL CO DBA FOR GOETZ ENERGY CORP PO BOX A BUFFALO, NY 14217-0305 US	DIESEL WINTER MIX	E	B	5	N	1	1		8,819	8,819	8,819	0	11/29/2017	C		12/29/2017
4500291454	HAFCO FOUNDRY & MACHINE CO INC 301 GREENWOOD AVE MIDLAND PARK, NJ 07432-1484 US	SHEAR PINS	E	B	5	N	N	3		21,300	0	0	21,300	11/8/2017	O	3/31/2018	
4500291461	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE REMOVAL SERVICES	S	B	7	N	N	1		80,000	4,852	4,852	75,148	11/10/2017	O	11/9/2018	
4500291515	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	UPS REPLACEMENTS	E	B	5	N	N	1	*	17,853	17,853	17,853	0	11/9/2017	C		12/29/2017
4500291525	CHANNING BETE CO INC ONE COMMUNITY PL S DEERFIELD, MA 01373-0200 US	EDUCATIONAL PUBLICATIONS	E	B	5	F	N	1		16,855	16,855	16,855	0	11/9/2017	C		12/15/2017
4500291585	AMERICAN GOVERNOR CO 27 RICHARD RD IVYLAND, PA 18974-1512 US	WOODWARD GOVERNOR FILTERS	E	B	5	F	N	1		21,684	1,807	1,807	19,877	11/13/2017	O	11/1/2018	
4500291601	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	SAFETY TRAINING EQUIPMENT	E	B	5	N	3	2	*	10,485	10,485	10,485	0	11/13/2017	C		12/29/2017
4500291604	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL MATERIALS FOR POTHEAD REPAIRS	E	B	5	F	3	1	*	16,715	16,715	16,715	0	11/29/2017	C		12/29/2017
4500291607	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	PULSE START HALIDE LAMP	E	B	5	N	3	2		8,142	0	0	8,142	11/14/2017	C		12/29/2017
4500291616	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	UNLEADED GASOLINE	E	B	5	N	N	1		7,180	7,180	7,180	0	11/29/2017	C		12/1/2017
4500291727	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	BOAT PROPELLER SHAFT REFURBISHMENT	S	B	5	F	N	1		41,054	0	0	41,054	11/16/2017	O	3/31/2018	
4500291760	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	VARIABLE FREQUENCY DRIVES	E	B	5	F	N	1		22,075	0	0	22,075	12/6/2017	O	6/30/2018	
4500291842	MR & MRS CATERING SERVICE INC 460 OLIVER ST N TONAWANDA, NY 14120-4860 US	ANNUAL MEETING CATERING SUPPLIES	E	B	5	N	N	2		6,018	0	0	6,018	11/20/2017	C		12/31/2017

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4500291874	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	FLIR CAMERA AND CASE	E	B	5	F	3	3		25,800	0	0	25,800	11/21/2017	C		12/29/2017
4500291924	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	SF6 MEASURING DEVICE	E	B	5	F	N	3		17,960	0	0	17,960	11/22/2017	O	2/20/2018	
4500291936	CORR DISTRIBUTORS INC 89 PEARCE AVE TONAWANDA, NY 14150-6711 US	FLOOR SCRUBBER	E	B	5	F	3	1	*	15,719	15,719	15,719	0	11/22/2017	C		12/29/2017
4500291941	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	MECHANICS TOOLS	E	B	5	F	4	2		10,879	1,476	1,476	9,403	11/22/2017	O	3/31/2018	
4500292035	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	MAINTENANCE FOR HP SCADA COMPUTERS ONE YEAR	S	B	5	N	N	1		11,543	0	0	11,543	11/1/2017	O	10/31/2018	
4500292038	SCOTT ELECTRIC SUPPLY INC 3253 WALDEN AVE DEPEW, NY 14043-2821 US	ENTELLIGUARD TRIP UNIT CONVERSION KITS	E	B	5	F	N	5		7,800	7,800	7,800	0	11/28/2017	C		12/29/2017
4500292063	FIBER INSTRUMENT SALES INC 161 CLEAR RD ORISKANY, NY 13424-4301 US	FIBER SPLICING EQUIPMENT	E	B	5	F	N	1		10,256	10,256	10,256	0	11/30/2017	C		12/11/2017
4500292069	ENTERPRISE TECHNOLOGY SOLUTIONS INC 323 W HUNTER LN FREMONT, CA 94539-6308 US	INDUSTRIAL COMPACT COMPUTERS	E	B		F	N	3		81,100	0	0	81,100	11/29/2017	O	2/20/2018	
4500292156	JOHN W DANFORTH CO 300 COLVIN WOODS PKWY TONAWANDA, NY 14150-6976 US	DUCT RISERS	E	B	5	N	N	2		27,000	0	0	27,000	11/30/2017	O	1/31/2018	
4500292287	INDUSTRIAL ELECTRICAL AND TECHNICAL SERVICES INC (IETS) 7265 SLOCUM RD LIMA, NY 14485-9455 US	CIRCUIT BREAKER REPAIRS	E	B	5	N	N	3		25,940	0	0	25,940	12/5/2017	O	3/31/2018	
4500292296	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	MCC PLUG IN BUCKETS	E	B	5	F	N	1		14,134	9,423	9,423	4,711	12/5/2017	C		12/29/2017
4500292355	WATERLOGIC USA INC PO BOX 677867 DALLAS, TX 75267-7867 US	WATER FILTRATION UNITS & INSTALLATION/MAINTENANCE	E	B	5	F	1	1		42,250	0	0	42,250	12/7/2017	O	4/30/2018	
4500292391	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PAPR WELDING SUPPLIES	E	B	5	N	N	2		5,816	0	0	5,816	12/8/2017	O	3/31/2018	
4500292508	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO SPARE PARTS	E	B	5	F	4	2		9,328	0	0	9,328	12/12/2017	O	2/20/2018	
4500292513	SIEMENS INDUSTRY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	HVAC AUTOMATION CONTROL PACKAGE	E	1	8	N	N	1		124,409	0	0	124,409	12/12/2017	O	5/31/2018	

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4500292568	H & V SALES INC 2800 WALDEN AVE STE A CHEEKTOWAGA, NY 14225-4749 US	CONTROL DAMPERS	E	B	5	F	N	1		9,825	0	0	9,825	12/13/2017	O	2/20/2018	
4500292597	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	MUSTANG SURVIVAL SUITS AND EQUIPMENT	E	B	5	F	N	2		9,152	0	0	9,152	12/14/2017	O	3/31/2018	
4500292726	FLOWER CITY COMMUNICATIONS INC 1848 LYELL AVE ROCHESTER, NY 14606-2318 US	MOTOROLA EQUIPMENT	E	B	5	N	N	2		11,183	0	0	11,183	12/19/2017	O	2/21/2018	
4500292844	NEW PIG CORP ONE PORK AVE - PO BOX 304 TIPTON, PA 16684-0304 US	LATHING DRUM LIDS AND RINGS	E	B	5	F	N	1		8,963	8,963	8,963	0	12/21/2017	C		12/28/2017
4500292893	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344 US	LPGP HEADGATE INSPECTION LAMPS	E	B	5	N	N	2		7,226	0	0	7,226	12/26/2017	O	3/20/2018	
4500292940	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	SOLAR LIGHTING SYSTEM	E	B	5	N	3	3		21,400	0	0	21,400	12/27/2017	O	3/7/2018	
4600002600	WNY OCCUPATIONAL HEALTH CARE 621 10TH ST - PO BOX 708 NIAGARA FALLS, NY 14301-1813 US	ANNUAL & PRE-EMPLOYMENT PHYSICALS	P	B		N	N	2		400,000	228,918	24,739	171,082	1/1/2013	C		12/31/2017
4600002709	ISLECHEM LLC 2801 LONG RD GRAND ISLAND, NY 14072 US	SPEDES SAMPLING & ANALYSIS	S	B		N	N	6		300,000	89,219	12,631	210,781	8/1/2013	C		7/31/2017
4600002738	DCB ELEVATOR CO INC PO BOX 426 LEWISTON, NY 14092 US	FOUR (4) YEAR ELEVATOR/ESCALATOR MAINTENANCE CONTRACT	S	B	7	N	3	3		500,000	327,806	106,873	172,194	12/17/2013	C		12/31/2017
4600002745	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ON-SITE CONSUMABLES "X-BINS"	E	B		N	N	3		524,499	451,165	56,247	73,334	1/3/2014	C		7/14/2017
4600002767	UNITED UNIFORM CO INC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	FOUR (4) YEAR SECURITY CLOTHING & SUPPLIES CONTRACT	E	B		N	N	1		60,000	9,092	0	50,908	4/1/2014	O	3/30/2018	
4600002771	UPSTATE METROLOGY INC 6388 NIVER RD CONESUS, NY 14435-9514 US	FOUR (4) YEAR TEST EQUIPMENT CALIBRATION & CERTIFICATION	S	B		N	N	2		60,000	42,293	10,237	17,707	3/26/2014	O	3/25/2018	
4600002773	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	THREE (3) YEAR PENSTOCK INSPECTION CONTRACT	S	B		N	1	3		112,500	100,000	25,000	12,500	4/1/2014	C		3/31/2017
4600002814	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL CONSUMABLES "X-BINS"	E	M	8	N	3	1		70,000	67,053	12,796	2,947	7/1/2014	C		6/30/2017
4600002822	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	N	7		250,000	41,296	3,190	208,704	8/4/2014	O	8/3/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002823	STOHL ENVIRONMENTAL LLC 4169 ALLENDALE PKWY - STE 100 BLASDELL, NY 14219 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	N	7		250,000	173,116	27,925	76,884	8/4/2014	O	8/3/2018	
4600002824	WATTS ARCHITECTURE & ENGINEERING DPC 95 PERRY ST - STE 300 BUFFALO, NY 14203-3030 US	ENVIRONMENTAL CONSULTING SERVICES	S	B		N	4	7		250,000	27,809	3,907	222,191	8/4/2014	O	8/3/2018	
4600002829	APTIM ENVIROMENTAL & INFRASTRUCTURE INC 13 BRITISH AMERICAN BLVD LATHAM, NY 12110-1431 US	ZEBRA MUSSEL TESTING SERVICES	S	B		N	N	2		48,000	45,256	13,500	2,744	8/7/2014	O	8/6/2018	
4600002854	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PORTABLE FIRE EXTINGUISHER SERVICE AGREEMENT	S	B		N	N	6		30,000	22,403	7,073	7,597	10/16/2014	O	10/15/2018	
4600003079	SIMPLEXGRINNELL LLP 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	FIRE PROTECTION SYSTEMS CONTRACT	S	B		N	N	3		95,000	35,287	20,457	59,713	1/1/2016	O	12/31/2019	
4600003161	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	ROCKFALL REMOVAL SERVICES	S	B		N	N	3		100,000	0	0	100,000	4/22/2016	C		4/21/2017
4600003166	NORTH AMERICAN INDUSTRIAL SERVICES INC 1240 SARATOGA RD BALLSTON SPA, NY 12020-3500 US	INDUSTRIAL & ENV VACUUMING SERVICES	S	B		N	N	3		705,000	92,327	56,373	612,673	7/1/2016	O	6/30/2020	
4600003169	PINTO CONSTRUCTION SERVICES INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	UNDERGROUND UTILITY REPAIR SERVICES	C	B		N	N	2		100,000	0	0	100,000	5/5/2016	C		5/4/2017
4600003172	UNITED UNIFORM DISTRIBUTION LLC SUBSIDIARY OF SAFARILAND LLC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	SECURITY CLOTHING/SUPPLIES CONTRACT	E	B		N	N	1		30,000	6,948	3,433	23,052	5/4/2016	O	3/30/2018	
4600003284	BIDCO MARINE GROUP INC 220 KATHERINE ST BUFFALO, NY 14210-2008 US	PENSTOCK INSPECTION SERVICES	S	B		N	1	3		101,250	22,500	22,500	78,750	4/1/2017	O	3/30/2020	
4600003309	DMYLES INC 4622 MILLER RD NIAGARA FALLS, NY 14304-1031 US	ROCKFALL REMOVAL SERVICES	S	M	8	N	2	1		100,000	0	0	100,000	4/22/2017	O	4/21/2018	
4600003313	PINTO CONSTRUCTION SERVICES INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	UNDERGROUND UTILITY REPAIR SERVICE AGREEMENT	C	B		N	N	1		100,000	0	0	100,000	5/10/2017	O	5/9/2018	
4600003315	NORTH AMERICAN INDUSTRIAL SERVICES INC 1240 SARATOGA RD BALLSTON SPA, NY 12020-3500 US	CONFINED SPACE RESCUE TEAM SERVICES	S	B	5	N	N	4		24,000	0	0	24,000	5/22/2017	O	5/21/2018	

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REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600003325	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	STEEL HARDWARE ICE BOOM	E	B		F	N	1		634,950	0	0	634,950	8/1/2017	O	7/31/2020	
4600003330	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	VMI ON-SITE CONSUMABLES "XBINS"	E	B		N	N	4		600,000	40,650	40,650	559,350	8/1/2017	O	7/31/2018	
4600003332	FISHER ASSOCIATES PE LS LA DPC 135 CALKINS RD ROCHESTER, NY 14623-4255 US	SPDES INSPECTION AND SAMPLING ANALYSIS SERVICES	S	B		N	N	4		150,000	8,014	8,014	141,986	8/1/2017	O	7/31/2021	
4600003375	CITY ELECTRIC CO INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL CONSUMABLES - XBINS	E	B	8	N	3	1		70,000	8,019	8,019	61,981	9/28/2017	O	10/1/2020	
		NIA TOTALS								14,544,454	8,466,222	6,167,985	6,078,232				

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TOTAL NUMBER OF CONTRACTS	249
TOTAL CONTRACT VALUE	$14,544,454
TOTAL EXPENDED TO DATE	$8,466,222
TOTAL EXPENDED IN REPORT YEAR	$6,167,985

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	76
TOTAL NUMBER CLOSED CONTRACTS	173

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	215
TOTAL NUMBER SOLE SOURCE	22
TOTAL NUMBER SINGLE SOURCE	4
TOTAL NUMBER COMP SEARCH	0
TOTAL NUMBER MWBE/SBE	8

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	7
TOTAL NUMBER EQUIP/GOODS/COMMODITY	168
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	5
TOTAL NUMBER OTHER NON PERSONAL SERVICES	69

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500268792	SARA L MENDELSOHN MD PLLC 800 WOODBURY RD - STE K WOODBURY, NY 11797-2592 US	ANNUAL PHYSICALS FOR FLYNN	P	B	5	N	N	3		14,500	9,085	3,345	5,415	2/8/2016	C		1/18/2017
4500270388	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	LANDSCAPING SERVICES	S	B	5	N	4	3		43,376	0	0	43,376	4/1/2016	C		1/3/2017
4500271751	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	YEARLY MAINTENANCE CONTRACT OF BOTH AIR COMPRESSORS	S	1	5	N	3	1		43,064	0	0	43,064	4/25/2016	C		1/3/2017
4500272130	CADY ENTERPRISE LONNIE M CADY 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	CADY ENTERPRISE BEARINGS	E	B		F	N	3	*	127,402	127,402	127,402	0	5/4/2016	C		3/31/2017
4500273832	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	FLYNN AND BRENTWOOD LANDSCAPING	S	B	5	N	4	3		49,600	25,750	2,100	23,850	6/20/2016	C		6/19/2017
4500274644	MAAG AUTOMATK INC 9401 SOUTHERN PINE BLVD STE Q CHARLOTTE, NC 28273-5596 US	MAGG GEAR PUMPS P/N NP-7070 A3W1R1 R Z12 L12 D6N AH VPNO AND NP-7070 A3W1R1 R Z60 L01 D3BB EADPO	E	B	5	F	N	3		14,560	14,560	0	0	7/13/2016	C		3/31/2017
4500275174	CINCINNATI GEARING SYSTEMS INC 5757 MARIEMONT AVE CINCINNATI, OH 45227-4216 US	GAS COMPRESSOR PARTS	E	B		F	N	1		193,700	193,700	193,700	0	7/27/2016	C		4/10/2017
4500275288	MARVAIR A DIV OF AIRXCEL INC PO BOX 400 CORDELE, GA 31010-0400 US	MARVAIR AC UNITS	E	B	5	F	N	3		15,990	15,513	0	477	8/1/2016	C		6/1/2017
4500275649	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	JEMSTAR II JEM2 RETROFIT REVENUE METERS	E	B	5	N	N	3		24,526	24,526	0	0	8/10/2016	C		6/1/2017
4500275656	ANCHOR PUMP & ENGINEERED EQUIPMENT DBA FOR ANCHOR SALES ASSOC INC 9 HUMPHREYS DR WARMINSTER, PA 18974-1428 US	ROTO JET PUMP REPAIRS	S	B	5	F	N	4		12,555	12,555	0	0	8/10/2016	C		6/1/2017
4500276421	MARVAIR A DIV OF AIRXCEL INC PO BOX 400 CORDELE, GA 31010-0400 US	MARVAIR AC UNITS	E	B	5	F	N	3	*	33,204	33,204	33,204	0	9/1/2016	C		6/1/2017
4500276889	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	24VDC MODULAR, DVP POSITIONER	E	B	5	F	N	3		12,219	10,941	10,941	1,278	9/14/2016	C		6/1/2017
4500277008	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	REVENUE METER, AMETEK COCE JSII-09R6020-1B/2B/3A=DIO-DLP-PQ	E	B	5	N	N	3	*	14,864	14,864	0	0	9/19/2016	C		6/1/2017
4500277014	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	VOTANO 100 ADVANCED PACKAGE	E	B	5	F	N	1	*	37,568	37,568	37,568	0	9/19/2016	C		6/1/2017

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4500277112	MOTION INDUSTRIES INC 311 FOURTH AVE PELHAM, NY 10803-1255 US	5KS40ST130D3 100HP L405HP16 FRAME	E	B	5	F	N	3	*	11,456	11,456	11,456	0	9/21/2016	C		6/1/2017
4500277155	RESIDENTIAL FENCES CORP 1775 ROUTE 25 RIDGE, NY 11961-2404 US	FENCE REPAIR - MAINTENANCE CONTRACT	S	B	5	N	1	2		20,000	3,980	3,980	16,020	10/3/2016	C		10/2/2017
4500277202	HERMAN MILLER INC C/O ALIANZA SERVICES LLC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	F	N	1	*	5,496	5,496	5,496	0	9/23/2016	C		2/27/2017
4500277568	STRATAGEM SECURITY INC 2 WESTCHESTER PLZ ELMSFORD, NY 10523 US	DELTA BARRIER GATE REPAIRS AND MAINTENANCE	S	B	7	N	N	1		39,309	38,620	24,273	689	12/7/2017	O	12/6/2018	
4500277613	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PELSUE PARTS	E	B	5	N	N	3	*	9,688	9,688	9,688	0	10/4/2016	C		3/31/2017
4500277640	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	STOCK REPLENISHMENT	E	B	5	N	N	3		8,145	8,145	0	0	10/5/2016	C		3/31/2017
4500277897	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	F48 PRESSURE CONNECTION	E	B	5	F	N	3		11,100	11,100	11,100	0	10/19/2016	C		9/15/2017
4500278036	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	COLLECTOR AND GROUND BRUSH INSPECTION	S	1	5	F	N	1	*	8,398	8,398	8,398	0	10/14/2016	C		3/31/2017
4500278548	TURBINE CONTROLS & EXCITATION SERVICES LLC PO BOX 241 YARMOUTH, ME 04096-0241 US	CLEANING AND INSPECTING OF EXCITERS AND LCI	S	B	5	F	N	3		23,657	17,759	17,759	5,898	10/27/2016	C		3/7/2017
4500278561	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	BULK DELIVERY OF CAUSTIC AND SULFURIC ACID	E	B	5	N	3	1		7,550	7,542	7,542	8	10/27/2016	C		2/28/2017
4500278565	SUPPORT POWER INC 1593A LOCUST AVE BOHEMIA, NY 11716-2204 US	STATION BATTERIES	E	B	5	N	N	1		6,018	6,018	6,018	0	10/27/2016	C		1/11/2017
4500278676	YOUNG & FRANKLIN INC 942 OLD LIVERPOOL RD LIVERPOOL, NY 13088-5596 US	REPAIR OF BYPASS VALVE	S	B	5	N	N	1	*	15,646	15,646	15,646	0	11/1/2016	C		3/31/2017
4500278719	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	OMICRON UNITS	E	B	5	F	N	3		28,323	28,172	28,172	151	11/1/2016	C		6/1/2017
4500278855	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	CABLE, RIGHT CANNON PLUG TO MTTB VBV&VSV	E	B	5	N	1	3		5,900	5,841	0	59	11/4/2016	C		6/1/2017
4500278869	KOENIG ENGINEERING INC 410 EAGLEVIEW BLVD - STE 100 EXTON, PA 19341-1137 US	CT7B TURNING GEAR PM SERVICE & PARTS	E	B	5	F	N	1		22,733	22,250	22,250	483	11/4/2016	C		3/31/2017

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4500279053	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	WOODWARD WATER INJECTION FLOW CONTROL VALVE	E	B		F	N	7	*	48,339	48,339	0	0	11/10/2016	C		6/1/2017
4500279223	GLOBE ELECTRIC CO INC DBA FOR GLOBE ELECTRIC SUPPLY CO PO BOX 710548 HOUSTON, TX 77271-0548 US	ADMIN BACKFEED SUPPLIES	E	B		F	3	2	*	103,903	103,903	9,824	0	11/16/2016	C		12/29/2017
4500279271	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	BECKWITH ELECTRIC GENERATOR SECONDARY PROTECTION RELAY-19" RACK,125VDC,60HZ #M-3425A-CS6S005H0B1TH1H10/	E	B	5	N	N	3		6,900	6,900	0	0	11/17/2016	C		6/1/2017
4500279371	TRITON BUILDERS INC 645 BROADWAY - STE T AMITYVILLE, NY 11701-2118 US	ANNUAL FENCE MAINTENANCE CONTRACT	S	B	5	N	3	1		24,000	12,600	12,600	11,400	11/22/2016	C		12/5/2017
4500279407	CADY ENTERPRISE LONNIE M CADY 1336 FOX HILL RD - PO BOX 154 ULYSSES, PA 16948-9352 US	CADY GAS COMPRESSOR PARTS	E	B		F	N	1	*	63,525	63,525	63,525	0	11/22/2016	C		7/21/2017
4500279645	ATLANTIC COOLING TECHNOLOGIES & SERVICES LLC 80 KERO RD CARLSTADT, NJ 07072-2604 US	HOT WATER BASIN REMOVAL AND REPLACEMENT	S	B		F	N	1	*	142,880	142,880	142,880	0	11/30/2016	C		3/7/2017
4500279795	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ATLAS COPCO FILTER KIT	E	B	5	N	3	3	*	6,149	6,149	6,149	0	12/5/2016	C		6/1/2017
4500279813	THERMO ENVIRONMENTAL INSTRUMENTS INC 27 FORGE PKWY FRANKLIN, MA 02038-3135 US	O2 SENSOR	E	B	5	F	N	3	*	6,183	6,183	6,183	0	12/5/2016	C		1/30/2017
4500280109	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	INLET EXPANSION JOINT AND CLAM SHELL TURBINE TREND PARTS	E	B	5	F	N	3	*	9,292	9,292	3,647	0	12/13/2016	C		6/1/2017
4500280166	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	JEMSTAR JEM2 SWITCHBOARD METERS	E	B	5	N	N	3	*	7,910	7,910	7,910	0	12/14/2016	C		6/1/2017
4500280490	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	HEATER UNITS FOR STOCK	E	B	5	N	N	3		20,940	20,940	20,940	0	12/23/2016	C		2/17/2017
4500280492	RARITAN GROUP INC PO BOX 10120 NEW BRUNSWICK, NJ 08906-0120 US	PRESSURE SEAL VALVES FOR STOCK	E	B	5	F	N	3		9,474	9,285	9,285	189	12/23/2016	C		1/9/2017
4500280494	SARA L MENDELSOHN MD PLLC 800 WOODBURY RD - STE K WOODBURY, NY 11797-2592 US	FLYNN ANNUAL EMPLOYEE PHYSICALS	S	B	5	N	N	1		14,500	3,915	3,915	10,585	2/1/2017	O	1/31/2018	
4500280637	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	CRF ACCELEROMETER CABLE, TURBINE FLAME SENSOR CABLE	E	B	5	F	N	3	*	6,528	6,528	6,528	0	1/3/2017	C		6/1/2017

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500280716	MITSUBISHI HITACHI POWER SYSTEMS AMERICAS INC-ORLANDO SERVICE CENTER 2287 PREMIER ROW ORLANDO, FL 32809-6211 US	STOCK REPLENISHMENT MITSUBISHI	E	B		F	N	1		68,162	68,162	68,162	0	1/5/2017	C		8/9/2017
4500281071	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	ACCELEROMETER AND CABLES	E	B	5	F	N	3	*	21,374	21,374	21,374	0	1/13/2017	C		6/1/2017
4500281340	EDGE ELECTRONICS INC 75 ORVILL DR - STE 2 BOHEMIA, NY 11716-2528 US	GRAINGER PARTS NAES	E	B	7	N	3	1		12,292	11,623	11,623	669	1/20/2017	C		5/19/2017
4500281418	YOUNG & FRANKLIN INC 942 OLD LIVERPOOL RD LIVERPOOL, NY 13088-5596 US	IGV ACTUATOR OVERHAUL	E	B	5	N	N	1		31,094	31,094	31,094	0	1/23/2017	C		3/22/2017
4500281428	TEAM INDUSTRIAL SERVICES INC 62 GRANT AVE CARTERET, NJ 07008-2720 US	EMERGENCY WORK TO REPAIR A MAIN FUEL GAS SUPPLY LINE LEAK	S	2	1	N	N	1		12,800	12,800	12,800	0	1/23/2017	C		2/16/2017
4500281429	ROSEMOUNT INC 8200 MARKET BLVD MAIL STATION PK16 CHANHASSEN, MN 55317-9687 US	TRANSMITTER & MANIFOLD	E	B	5	F	N	3	*	5,812	5,812	5,812	0	1/23/2017	C		2/17/2017
4500281430	ROSEMOUNT INC 8200 MARKET BLVD MAIL STATION PK16 CHANHASSEN, MN 55317-9687 US	TRANSMITTER	E	B	5	F	N	3	*	5,812	5,812	5812	0	1/23/2017	C		3/10/2017
4500281487	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	CENTRIFUGAL PUMP FOR STOCK	E	B	5	F	N	2		7,255	7,255	7,255	0	1/24/2017	C		3/3/2017
4500281545	QUALI-SERV INC 84 W MAIN ST EAST ISLIP, NY 11730-2335 US	SNOW REMOVAL	S	B	5	N	1	3		20,000	0	0	20,000	1/26/2017	O	1/25/2018	
4500281558	GEA REFRIGERATION NORTH AMERICA INC 3475 BOARD RD YORK, PA 17406-8414 US	CHILLER SUPPORT	S	B	5	F	N	1		35,417	0	0	35,417	1/26/2017	O	1/3/2018	
4500281592	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	SOLENOIDS FOR STOCK REPLENISHMENT- RESERVATION 72801, 802	E	B	5	F	N	1	*	22,796	22,796	22,796	0	1/26/2017	C		5/15/2017
4500281639	FILCO CARTING CORP 197 SNEDIKER AVE BROOKLYN, NY 11207-3320 US	RUBBISH REMOVAL FOR 500MW AND IN-CITY POWER PROJECT	S	B	7	N	N	1		48,750	12,653	12653	36,097	1/29/2017	O	1/28/2018	
4500281671	DONALDSON CO INC PO BOX 1299 MINNEAPOLIS, MN 55440-1299 US	DONALDSON FILTERS FOR STOCK	E	B	5	F	N	1		15,174	15,174	15,174	0	1/30/2017	C		6/1/2017
4500281767	EDGE ELECTRONICS INC 75 ORVILL DR - STE 2 BOHEMIA, NY 11716-2528 US	HEATERS FOR STOCK REPLENISHMENT	E	B	7	N	3	1	*	6,441	6,441	6,441	0	1/31/2017	C		6/1/2017
4500281939	LONGO ELECTRICAL MECHANICAL INC 1 HARRY SHUPE BLVD WHARTON, NJ 07885-1646 US	AUC CIRC PUMP MOTOR FOR STOCK	E	B	5	F	N	3	*	11,746	11,746	11,746	0	2/3/2017	C		3/20/2017

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4500281943	BUFFALO PUMPS INC 874 OLIVER ST NORTH TONAWANDA, NY 14120 US	BUFFALO LUBE OIL PUMP OVERHAUL	S	1	5	N	N	1		13,000	13,000	13,000	0	2/3/2017	C		7/13/2017
4500281944	PEAKER SERVICES INC 8080 KENSINGTON CT BRIGHTON, MI 48116-8591 US	WOODWARD CONTROL FUEL VALVE OVERHAUL	S	B	5	F	N	3	*	18,177	18,177	18,177	0	2/3/2017	C		3/29/2017
4500282070	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	FISHER BALL VALVE EXCHANGES	E	B	5	F	N	2	*	27,368	27,368	27,368	0	2/8/2017	C		4/14/2017
4500282205	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	GROUND FAULT RECEIVER FOR STOCK	E	B	5	F	N	3		9,520	9,520	9,520	0	2/13/2017	C		3/3/2017
4500282209	AD GENERAL CONTRACTING CO INC 49 BEARD ST STATEN ISLAND, NY 10314-6242 US	ROOF REPAIRS FOR CONTROL ROOM	C	B	5	N	N	3		62,450	62,450	62,450	0	2/13/2017	C		4/14/2017
4500282224	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	BAUMAN CONTROL VALVE FOR STOCK	E	B	5	F	N	2		7,649	7,649	7,649	0	2/13/2017	C		6/20/2017
4500282244	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DIGI TRANSPORT WR21 IN ENCLOSURE BOX	E	B	5	N	1	3		5,970	5,910	5,910	60	2/14/2017	C		7/27/2017
4500282278	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	COMPLETE OVERHAUL OF ATLAS COPCO AIR COMPRESSOR	S	M	8	N	3	1		98,986	98,986	98,986	0	2/14/2017	C		5/15/2017
4500282310	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	SEAL, MLI A037	E	B	5	F	N	3	*	10,101	10,101	10,101	0	2/15/2017	C		4/10/2017
4500282365	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	3		18,500	18,500	18,500	0	2/16/2017	C		6/1/2017
4500282370	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	EASTMAN TURBO OIL 2197 AND ELMAR	E	B	5	F	N	3	*	12,012	12,012	12,012	0	2/16/2017	C		6/1/2017
4500282376	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	NEPTUNE METERING PUMP	E	B	5	F	N	3	*	11,753	11,753	11,753	0	2/16/2017	C		6/1/2017
4500282397	INTEGRITY POWER SOLUTIONS LLC DAVID CLARIDA 2708 CUMBERLAND DR EDMOND, OK 73034-8372 US	EXHAUST FRAME INSPECTION & REPORT	S	2	5	F	N	1		12,725	11,500	11,500	1,225	2/16/2017	C		4/28/2017
4500282398	ATLANTIC COOLING TECHNOLOGIES & SERVICES LLC 80 KERO RD CARLSTADT, NJ 07072-2604 US	REMOVE AND REPLACE FILL/DRIFT ELIMINATORS IN AUX CIRC 3 TOWERS	S	B		F	N	3		380,253	327,481	327,481	52,772	2/16/2017	C		6/27/2017

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4500282517	REXA INC 4 MANLEY ST WEST BRIDGEWATER, MA 02379-1017 US	REXA ACTUATOR PARTS FOR STOCK	E	B	5	F	N	3	*	50,003	50,003	50,003	0	2/22/2017	C		3/20/2017
4500282533	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	CLAM SHELL BOLT SE, VBV DUCK BOLT SET, INLET EXPANSION JOINT	E	B	5	F	N	3	*	5,238	5,238	5,238	0	2/22/2017	C		6/1/2017
4500282537	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	POSITIONER, CLAMS, MOUNTING AND POSITIONER KITS	E	B	5	F	N	3	*	6,975	6,975	6,975	0	2/22/2017	C		6/1/2017
4500282570	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	BATTERY MONITORING SYSTEM	E	B	5	F	N	3		8,995	8,995	8,995	0	2/23/2017	C		6/20/2017
4500282766	K J ELECTRIC 5894 MOLLOY RD SYRACUSE, NY 13211 US	TECO WESTINGHOUSE MOTOR	E	B		N	N	7		62,170	62,170	62,170	0	2/28/2017	C		10/25/2017
4500282803	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	REVENUE METERS	E	B	5	N	N	3	*	16,439	16,439	16,439	0	3/1/2017	C		6/1/2017
4500282866	AIRGAS USA LLC DBA FOR AIRGAS INC 259 N RADNOR CHESTER RD RADNOR, PA 19087-5240 US	TURBINAL C02 HEATING SYSTEM	E	2	5	N	N	1		23,806	23,806	23,806	0	3/2/2017	C		6/5/2017
4500282897	KONE INC 4736 36TH ST LONG ISLAND CITY, NY 11101-1824 US	ON-CALL ELEVATOR MAINTENANCE SERVICES 2017	S	B	5	N	N	3		45,000	19,646	19,646	25,354	3/3/2017	O	3/1/2018	
4500282921	SWITCHGEAR SOLUTIONS LTD NY & NJ 9 DAVISON AVE STE 15 JAMESBURG, NJ 08831-1373 US	TRANSFORMER	E	B		F	4	2	*	55,663	55,663	55,663	0	3/3/2017	C		12/11/2017
4500282933	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	AMETEK REVENUE METERS	E	B	5	N	N	2	*	40,275	40,275	40,275	0	3/3/2017	C		6/1/2017
4500282935	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	FISHER VALVE REPAIR AND PARTS	E	B	5	F	N	1		18,526	18,526	18,526	0	3/3/2017	C		6/7/2017
4500282976	PEAKER SERVICES INC 8080 KENSINGTON CT BRIGHTON, MI 48116-8591 US	REPAIR OF WOODWARD VALVES	S	B	5	F	N	2	*	23,234	23,234	23,234	0	3/6/2017	C		7/27/2017
4500283039	THERMO ENVIRONMENTAL INSTRUMENTS INC 27 FORGE PKWY FRANKLIN, MA 02038-3135 US	STOCK REPLENISHMENT O2 SENSORS	E	B	5	F	N	2	*	6,983	6,983	6,983	0	3/7/2017	C		6/1/2017
4500283042	CONSERVE ELECTRICAL SUPPLY CORP 39-05 CRESCENT ST LONG ISLAND CITY, NY 11101-1025 US	ABB TRANSFORMERS FOR STOCK	E	B	5	N	N	2		23,205	23,205	23,205	0	3/7/2017	C		10/18/2017
4500283125	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	ATLAS COPCO DRYER	E	B	5	N	3	1	*	8,385	8,385	8,385	0	3/9/2017	C		7/27/2017

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4500283131	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	INSTALLATION OF BQMS-60C ON BATTERY BANK	S	B	5	F	N	1		5,355	5,355	5,355	0	3/9/2017	C		7/27/2017
4500283137	METRO PUMPS & SYSTEMS INC 30 LIBERTY ST EDISON, NJ 08837 US	IMPELLERS FOR STOCK	E	B	5	F	N	2		15,282	15,282	15,282	0	3/9/2017	C		5/23/2017
4500283184	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	1600 AMPS	E	B	5	F	N	3		18,957	18,957	18,957	0	3/10/2017	C		6/1/2017
4500283190	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	RESA BREAKER OVERHAUL	S	B	5	F	N	2		12,900	12,900	12,900	0	3/10/2017	C		5/2/2017
4500283219	KELLY & HAYES ELECTRICAL SUPPLY OF L I INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	ELECTRIC CABLE FOR STOCK	E	B	5	N	N	2	*	5,433	5,433	5,433	0	3/13/2017	C		4/13/2017
4500283451	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CORRSHIELD TOTE FOR STOCK	E	B	5	F	N	1	*	6,434	6,434	6,434	0	3/20/2017	C		8/31/2017
4500283458	C G POWERTECH INC 216 NEWARK POMPTON TPKE PEQUANNOCK, NJ 07440-1326 US	SEAL RING & DISC SEAL FOR STOCK	E	B	5	F	N	2	*	13,636	13,636	13,636	0	3/20/2017	C		7/24/2017
4500283745	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	MILLER ENERGY PRESSURE TRANSMITTERS AND MANIFOLDS	E	B	5	F	N	2	*	20,036	20,036	20,036	0	3/28/2017	C		6/2/2017
4500283880	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	SKY VENT PARTS CONTROL ASSOCIATES	E	B	5	F	N	1		5,385	5,385	5,385	0	3/30/2017	C		4/14/2017
4500284167	SPX COOLING TECHNOLOGIES INC 30 GLENN ST - STE 403 WHITE PLAINS, NY 10603-3245 US	SPX MOTOR FOR STOCK	E	B	5	N	N	1	*	20,776	20,776	20,776	0	4/7/2017	C		7/28/2017
4500284178	LM PARTS LLC ERIC ANDERSON 26 FAYMORE DR AGAWAM, MA 01001-3010 US	WOODWARD VALVE OVERHAUL -	S	B	5	F	N	3		21,500	21,500	21,500	0	4/7/2017	C		5/11/2017
4500284265	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	FILTERS	E	B	5	F	N	3	*	6,395	6,395	6,395	0	4/11/2017	C		7/28/2017
4500284300	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PUMP REPAIR ITEMS IMPELLER SHAFT, BEARING, GASKETS O RINGS,	E	B	5	F	N	3	*	50,181	50,181	50,181	0	4/11/2017	C		9/12/2017
4500284438	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FLEET HOT SHOT SHOWERS FOR NORTH AMERICAN ENERGY SERVICES	E	B	5	N	1	2		6,443	5,391	5,391	1,052	4/14/2017	C		6/1/2017

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4500284442	VALVE & INSTRUMENT EXPRESS LLC 570 MORNINGSIDE DR BRIDGEWATER, NJ 08807-2337 US	FLAME SCANNERS	E	B	5	F	N	3	*	6,320	6,320	6,320	0	4/14/2017	C		4/27/2017
4500284619	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	GAS SENSORS FOR STOCK	E	B	5	N	1	1		5,907	5,848	5,848	59	4/20/2017	C		6/1/2017
4500284847	PEAKER SERVICES INC 8080 KENSINGTON CT BRIGHTON, MI 48116-8591 US	WOODWARD GAS CONTROL VALVE OVERHAUL	S	1	5	F	N	1		30,688	25,676	25,676	5,012	4/26/2017	C		7/19/2017
4500284978	RESA POWER LLC 40 OLIVER TERR - PO BOX 619 SHELTON, CT 06484-0343 US	CUTLER-HAMMER BREAKER FOR STOCK	E	B	5	F	N	1		29,800	29,800	29,800	0	5/1/2017	C		11/2/2017
4500285006	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	SCOTT SAFETY ITEMS FOR STOCK	E	B	5	N	1	1		12,048	11,928	11,928	120	5/2/2017	C		7/28/2017
4500285225	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CHEMICAL TOTE	E	B	5	F	N	1	*	7,775	7,775	7,775	0	5/8/2017	C		8/31/2017
4500285239	U ARIAS CORP 1855 IMPERIAL AVE NEW HYDE PARK, NY 11040-4008 US	SENY LANDSCAPING CONTRACT	S	2	8	N	4	1		186,000	124,800	124,800	61,200	5/8/2017	O	5/8/2018	
4500285368	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	METERS	E	B	5	F	N	1		49,476	49,476	49,476	0	5/11/2017	C		7/28/2017
4500285541	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	ELECTRO INDUSTRIES WI-FI SHARK METERS	E	B	5	N	N	2	*	6,251	6,251	6,251	0	5/17/2017	C		7/27/2017
4500285688	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	METERS	E	B	5	F	N	1	*	20,138	20,138	20,138	0	5/22/2017	C		7/27/2017
4500285794	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	SPRAY NOZZLE ASSEMBLY	E	B	5	N	1	1		6,350	6,287	6,287	63	5/24/2017	C		6/2/2017
4500285804	RELEVANT SOLUTIONS LLC DBA FOR TMEC DISTRIBUTION LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	STOCK FILTERS	E	B	5	F	N	1	*	10,585	10,585	10,585	0	5/24/2017	C		7/28/2017
4500285807	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	METERS	E	B	5	N	N	1	*	18,909	18,909	18,909	0	5/24/2017	C		7/28/2017
4500285817	TURTLE & HUGHES INC 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	RELAY	E	B	5	N	3	1	*	6,143	6,143	6,143	0	5/24/2017	C		7/28/2017
4500285823	PCB PIEZOTRONICS INC 3425 WALDEN AVE DEPEW, NY 14043 US	PROBES	E	B	5	N	N	1	*	12,235	12,235	12,235	0	5/24/2017	C		7/5/2017

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4500285831	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	RELAY	E	B	5	F	N	1		6,641	6,641	6,641	0	5/24/2017	C		7/28/2017
4500286109	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	PD, FLUX AND END TURN DATA COLLECTION AND ANALYSIS	S	B	5	F	N	1		21,021	20,891	20,891	130	6/2/2017	C		8/17/2017
4500286262	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	YEOMANS PUMP STOCK	E	B	5	N	N	2	*	8,433	8,433	8,433	0	6/6/2017	C		12/15/2017
4500286285	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	MV90 SUPPORT	S	1	5	F	N	1	*	49,352	49,352	49,352	0	6/7/2017	C		9/8/2017
4500286347	THE BABCOCK & WILCOX COMPANY 2849 STERLING DR HATFIELD, PA 19440-1956 US	CARBON MONOXIDE ANALYZER	E	B	5	F	N	3		36,929	510	510	36,419	6/8/2017	O	3/31/2018	
4500286489	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FLYNN I&C INSTRUMENT CALIBRATOR	E	B	5	N	1	3		16,163	16,001	16,001	162	6/13/2017	C		8/9/2017
4500286637	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	EGPA CARD	E	B	5	F	N	3		10,995	10,995	10,995	0	6/16/2017	C		7/6/2017
4500286666	STRATAGEM SECURITY INC 2 WESTCHESTER PLZ ELMSFORD, NY 10523 US	STRATAGEM SECURITY DELTA BARRIERS	E	B	5	N	N	2		29,000	29,000	29,000	0	6/19/2017	C		10/11/2017
4500286748	PROTON ENERGY SYSTEMS INC 10 TECHNOLOGY DR WALLINGFORD, CT 06492-1955 US	3 YEAR PM SERVICE AND PARTS	E	1	5	F	N	1	*	11,223	11,223	11,223	0	6/20/2017	C		9/29/2017
4500286757	DETECT TANK SERVICES LLC 15 LEDGEVIEW LN NICHOLSON, PA 18446-8296 US	AMMONIA TANK INSPECTIONS	S	B	5	F	N	2		40,000	5,050	5,050	34,950	6/21/2017	O	6/20/2018	
4500286762	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	NEXUS METERS	E	B	5	N	N	1		21,260	21,000	21,000	260	6/21/2017	C		7/28/2017
4500287079	ORR PROTECTION SYSTEMS INC 11601 INTERCHANGE DR LOUISVILLE, KY 40229-2159 US	CO2 UPGRADE	S	2	8	N	N	1		130,950	0	0	130,950	12/4/2017	O	3/31/2018	
4500287128	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	AMETEK JEMSTAR II JEM2 RETROFIT METERS	E	B	6	N	N	2	*	35,854	35,854	35,854	0	6/30/2017	C		8/21/2017
4500287137	CEMTEK SYSTEMS INC 1750 BRIELLE AVE - STE B2 OCEAN, NJ 07712-3953 US	HEATED SAMPLE LINE - UMBILICAL 160 FT	E	B	5	F	N	1		7,123	0	0	7,123	6/30/2017	O	3/31/2018	
4500287165	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	PINNACLE STOCK ITEM	E	B	5	F	N	1		8,470	0	0	8,470	7/5/2017	O	1/9/2018	

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4500287260	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CHEMICAL TOTE	E	B	5	F	N	1	*	7,775	7,775	7,775	0	7/7/2017	C		9/6/2017
4500287317	MONTANA DATACOM 3515 11TH ST LONG ISLAND CITY, NY 11106-5013 US	DIESEL GEN ADMIN CABLES FOR EBS TIE IN	E	B	5	N	3	3	*	9,608	9,608	9,608	0	7/10/2017	C		7/31/2017
4500287603	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	SENSOR, MISC, CEMS,O2 ASSEMBLY	E	B	5	N	N	2		7,375	7,375	7,375	0	7/18/2017	C		7/31/2017
4500287610	RELEVANT SOLUTIONS LLC DBA FOR TMEC DISTRIBUTION LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	WATER FILTER ELEMENT	E	B	5	F	N	3	*	10,593	10,593	10,593	0	7/18/2017	C		7/31/2017
4500287631	PARTS SUPER CENTER DBA FOR GENERAL SUPPLY & SERV INC 9500 N ROYAL LN STE 130 IRVING, TX 75063-2425 US	POWERVAC LIFT TRUCKS	E	B	5	F	N	3	*	18,588	18,588	18,588	0	7/19/2017	C		11/2/2017
4500287677	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	7B PERFORMANCE HEATER VALVES	E	B	5	F	N	1		14,108	0	0	14,108	7/20/2017	O	3/31/2018	
4500287695	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	FLOODED BATTERY MONITORING SOLUTION	E	B	5	F	N	3		13,385	13,385	13,385	0	7/20/2017	C		9/27/2017
4500287769	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	PARTS AND INSTALLATION OF ATLAS COPCO DRYER	S	2	5	N	3	1		47,445	0	0	47,445	7/21/2017	O	3/31/2018	
4500287833	HITACHI T & D SOLUTIONS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024-1245 US	HITACHI GENERATOR 12 YR PM SERVICE AND MATERIALS	S	1	8	F	N	1		606,086	0	0	606,086	12/8/2017	O	3/31/2018	
4500287908	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1600 US	FALL OUTAGE HSRG BLOWDOWN VALVE UPGRADE	E	B	5	F	N	2		26,939	0	0	26,939	7/26/2017	O	3/31/2018	
4500288015	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	FILTERS FOR STOCK	E	B	5	N	3	3	*	6,860	6,860	6,860	0	7/28/2017	C		8/29/2017
4500288036	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	OVERHAUL FOR AUX COOLING WATER PUMP	S	C	5	N	N	1		9,900	9,900	9,900	0	7/28/2017	C		11/27/2017
4500288069	STRATEGIC POWER SYSTEMS INC STE 275 11016 RUSHMORE DRIVE CHARLOTTE, NC 28277-4166 US	OPERATIONAL RELIABILITY ANALYSIS PROGRAM	S	2	5	F	N	1		15,600	0	0	15,600	7/31/2017	O	7/30/2018	
4500288134	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	OIL DRUMS, STOCK ITEM	E	B	5	N	N	3	*	12,432	12,432	12,432	0	8/1/2017	C		8/15/2017
4500288167	ENVIRONMENT ONE CORP 2773 BALLTOWN RD NISKAYUNA, NY 12309-1090 US	E-ONE DHCP PANEL UPGRADE	E	1	8	N	N	1		262,348	255,871	255,871	6,477	10/23/2017	O	3/31/2018	

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4500288188	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	AMPLIFIER, GATE PULSE	E	B	5	N	N	1		11,795	11,795	11,795	0	8/2/2017	C		9/21/2017
4500288191	PDF ELECTRIC & SUPPLY COMPANY INC 1640 OLD APEX RD CARY, NC 27513-5719 US	GE FANUC PARTS-STOCK ITEMS	E	B	5	F	N	3		5,385	5,385	5,385	0	8/2/2017	C		8/11/2017
4500288205	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PUMP	E	B	5	F	N	1	*	11,571	11,571	11,571	0	8/3/2017	C		9/30/2017
4500288275	HELBERG ELECTRICAL SUPPLY LLC 12B FILMORE PL FREEPORT, NY 11520-3365 US	RELAY/METER-STOCK ITEMS	E	B	5	N	4	4	*	8,766	8,766	8,766	0	8/4/2017	C		9/8/2017
4500288322	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	PUMPS FOR FLYNN	E	B	5	F	N	2	*	14,166	14,166	14,166	0	8/7/2017	C		12/15/2017
4500288378	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	HOSE ASSEMBLIES, STOCK ITEMS	E	B	5	F	N	3	*	5,530	5,530	5,530	0	8/8/2017	C		8/29/2017
4500288392	NOONEY CONTROLS CORP PO BOX 375 N KINGSTOWN, RI 02852-0375 US	REBUILD OF TRICENTRIC FUEL VALVE	S	B	5	F	N	2	*	10,812	10,812	10,812	0	8/9/2017	C		10/16/2017
4500288402	REXA INC 4 MANLEY ST WEST BRIDGEWATER, MA 02379-1017 US	REXA ACTUATORS	E	C		F	N	4		205,016	0	0	205,016	8/9/2017	O	3/31/2018	
4500288449	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	PRESSURE SWITCH, STROBE - STOCK ITEMS	E	B	5	F	N	3	*	6,025	6,025	6,025	0	8/10/2017	C		9/29/2017
4500288468	C G POWERTECH INC 216 NEWARK POMPTON TPKE PEQUANNOCK, NJ 07440-1326 US	SEAL RING & DISC SEALS, STOCK ITEM	E	B	5	F	N	3	*	20,146	20,146	20,146	0	8/11/2017	C		10/12/2017
4500288506	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	SMART TRANSMITTER UPGRADE	E	B	5	F	N	2	*	29,217	29,217	29,217	0	8/11/2017	C		11/7/2017
4500288519	NEAL SYSTEMS INC 122 TERRY DR NEWTOWN, PA 18940 US	CONTROLLER, SCR HEATER, STOCK ITEM	E	B	5	F	N	3	*	13,642	13,642	13,642	0	8/11/2017	C		8/29/2017
4500288547	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	BUSHING, TRANSFORMER- STOCK ITEM	E	B	5	F	N	4		17,940	0	0	17,940	8/14/2017	O	3/31/2018	
4500288555	VALLEY TECH INC PO BOX 124 WHITEHOUSE STATION, NJ 08889-0124 US	PULSA METERING PUMP AND ACID REPAIR KIT	E	B	5	F	N	1		13,187	0	0	13,187	8/14/2017	O	3/31/2018	
4500288600	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	PROQUIP INC - GAS RECYCLE VALVE	E	B	5	F	N	1		22,849	0	0	22,849	8/15/2017	O	1/3/2018	

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4500288691	RELEVANT SOLUTIONS LLC DBA FOR TMEC DISTRIBUTION LLC 1423 E RICHEY RD HOUSTON, TX 77073-3508 US	FILTERS	E	B	5	F	N	1	*	24,175	24,175	24,175	0	8/17/2017	C		9/22/2017
4500288738	ORR PROTECTION SYSTEMS INC 11601 INTERCHANGE DR LOUISVILLE, KY 40229-2159 US	CO2 SYSTEM UPGRADE MATERIALS AND LABOR	S	2	8	F	N	1		192,000	0	0	192,000	11/30/2017	O	3/31/2018	
4500288908	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	MERIDIAN UNIVERSAL GAS TRANSMITTER, SENSORS - STOCK ITEMS	E	B	5	N	1	4		20,420	20,216	20,216	204	8/24/2017	C		9/21/2017
4500289116	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	EMERGENCY OVERHAUL OF #2 MAIN STEAM CONTROL VALVE	S	2	8	N	N	1		24,143	23,443	23,443	700	8/31/2017	C		11/9/2017
4500289155	CGK CONSULTING GROUP INC 7968 ARJONS DR STE A 112 SAN DIEGO, CA 92126-6362 US	CONSULTING PLC SUPPORT	S	2	8	N	N	1		10,500	10,284	10,284	216	10/23/2017	C		12/12/2017
4500289288	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	PUMP, ECONOMIZER...STOCK ITEM	E	B	5	F	N	3	*	6,170	6,170	6,170	0	9/6/2017	C		11/30/2017
4500289292	NEAL SYSTEMS INC 122 TERRY DR NEWTOWN, PA 18940 US	EUROTHERMS...STOCK ITEM	E	B	5	F	N	3	*	23,873	23,873	23,873	0	9/6/2017	C		9/22/2017
4500289300	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	TRANSMITTER, MANIFOLD	E	B	5	F	N	1		15,776	15,776	15,776	0	9/7/2017	C		12/13/2017
4500289327	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	REPAIR	E	B	5	F	N	1		21,840	17,078	17,078	4,762	9/7/2017	C		9/15/2017
4500289384	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	ACC MONORAIL INSPECTION AND 80 TON CRANE LOAD TESTING	S	B	5	F	N	1		37,772	22,215	22,215	15,557	9/8/2017	O	3/31/2018	
4500289418	HP VALVES BV PO BOX 50040 HENGELO, 02 7554 LA NL	STEM PACKING AND BONNET GASKET	E	B	5	F	N	1		16,764	0	0	16,764	9/11/2017	O	3/31/2018	
4500289424	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	GE SR489 RELAY	E	B	5	F	N	2	*	8,730	8,730	8,730	0	9/11/2017	C		10/12/2017
4500289445	ORR PROTECTION SYSTEMS INC 11601 INTERCHANGE DR LOUISVILLE, KY 40229-2159 US	LPCO2 RELIEF ASSEMBLY	E	B	5	N	N	1		23,864	0	0	23,864	11/30/2017	O	3/31/2018	
4500289551	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	FILTERS AND GASKETS FOR GAS COMPRESSOR- STOCK ITEMS	E	B	5	F	N	3		6,322	6,322	6,322	0	9/14/2017	C		10/25/2017
4500289555	BALTIMORE AIRCOIL CO 560 WHITE PLAINS RD TARRYTOWN, NY 10591 US	SHEAVE, BELTS FOR AUX COOLING TOWER...STOCK ITEMS	E	B	5	F	N	3		13,849	1,805	1,805	12,044	9/14/2017	O	1/8/2018	

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4500289610	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	EAGLE EYE BATTERY MONITORING SYSTEMS	E	B	5	F	N	1		36,675	9,905	9,905	26,770	10/27/2017	O	10/26/2018	
4500289623	THIELSCH ENGINEERING INC 195 FRANCES AVE CRANSTON, RI 02910-2211 US	PHASE 1 PIPE HANAR AND SUPPORT SURVEY	S	B	5	N	N	3		44,750	40,250	40,250	4,500	9/15/2017	O	3/31/2018	
4500289632	TURBINE TRENDS LLC PO BOX 26 SPOTSWOOD, NJ 08884-0026 US	BOLT SETS, CLAM SHELL,VBV DUCT,INLET EXPANSION JOINT. STOCK ITEM	E	B	5	F	N	3	*	5,239	5,239	5,239	0	9/15/2017	C		9/27/2017
4500289635	R V P FLOORING SYSTEMS INC 35 COMMERCE DR STE B CARMEL, NY 10512-4211 US	CONTROL ROOM *REVISION*	C	B	7	N	3	1	*	77,148	77,148	77,148	0	12/7/2017	C		12/11/2017
4500289711	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	PD DATA COLLECTION SERVICES FLYNN	S	1	5	F	N	1		15,000	0	0	15,000	9/19/2017	O	3/31/2018	
4500289745	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	METERS	E	B	5	N	N	1	*	37,161	37,161	37,161	0	9/19/2017	C		11/15/2017
4500289761	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	SHAFT GROUNDING ASSEMBLY	E	B	5	F	N	1	*	11,136	11,136	11,136	0	9/20/2017	C		12/11/2017
4500289772	D & L INSTALLATIONS INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716-3140 US	SUPPLY ATLAS COPCO BD300 = ZP AND REMOVE OLD DRYER	S	B	5	N	3	1		47,445	0	0	47,445	9/20/2017	O	3/31/2018	
4500289810	EAGLE EYE POWER SOLUTIONS LLC 4031 W KIEHNAUE AVE MILWAUKEE, WI 53209-3022 US	BATTERY MONITORING SYSTEMS FOR THE SCPP'S	E	1	8	F	N	1		80,310	0	0	80,310	9/20/2017	O	3/31/2018	
4500289824	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	REXROTH ETD, DEVICE, EMERGENCY TRIP ST ....STOCK ITEM	E	B	5	F	N	3	*	5,960	5,960	5,960	0	9/21/2017	C		10/31/2017
4500289852	GE INDUSTRIAL SYSTEMS INC 180 ROTTERDAM IND PARK - BLDG 1 B8 ROTTERDAM, NY 12306-1920 US	GE REMOTE RACKING DEVICE	E	B	5	N	N	2		6,060	0	0	6,060	9/21/2017	O	3/31/2018	
4500290002	CONTROL COMPONENTS INC AN IMI COMPANY 22591 AVENIDA EMPRESA RANCHO SANTA MARGARITA, CA 92688 US	IMI CCI HRH SKYVENT VALVE REPLACEMENTS	E	C	8	F	N	1		444,509	208,079	208,079	236,430	11/1/2017	O	3/31/2018	
4500290045	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	MEGGER MIT 1525	E	B	5	N	1	1		5,599	5,543	5,543	56	9/27/2017	C		10/6/2017
4500290052	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	ELECTRONICS FOR 5000 MW CONTROL ROOM	E	B	5	N	1	1		8,784	8,696	8,696	88	9/27/2017	C		10/10/2017
4500290092	PCB PIEZOTRONICS INC 3425 WALDEN AVE DEPEW, NY 14043 US	PROBES, CDMS, HIGH PRESSURE TEMP SENSORS.....STOCK ITEM	E	B	5	N	N	3		12,225	12,225	12,225	0	9/28/2017	C		10/11/2017

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4500290095	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CHEMICAL TOTE, CORTROL IS104.....STOCK ITEM	E	B	5	F	N	3	*	7,775	7,775	7,775	0	9/28/2017	C		11/6/2017
4500290346	KINEQUIP INC 7340 THOMPSON RD N N SYRACUSE, NY 13212 US	SOLENOID VALVES-FUEL.....REPLENISH STOCK ITEM	E	B	5	N	N	3		5,329	0	0	5,329	10/5/2017	O	3/31/2018	
4500290423	INDUSTRIAL PROCESS SOLUTIONS DBA FOR FLUID FLOW PRODUCTS INC ONE IVYBROOK BLVD - STE 130 IVYLAND, PA 18974 US	FILTER, ELEMENT, CARTRIDGE PALL.....STOCK ITEM	E	B	5	F	N	3		5,345	0	0	5,345	10/9/2017	O	1/16/2018	
4500290470	ENVIRONMENT ONE CORP 2773 BALLTOWN RD NISKAYUNA, NY 12309-1090 US	E ONE OEM MISC PARTS...STOCK ITEMS	E	B	5	N	N	3	*	27,103	27,103	27,103	0	10/10/2017	C		10/31/2017
4500290487	GENERAL MONITORS INC 26776 SIMPATICA CIR LAKE FOREST, CA 92630-8128 US	GAS CONTROLLER	E	B	5	N	N	1		5,665	0	0	5,665	10/10/2017	O	3/31/2018	
4500290499	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	PLUG, IGNITER.....STOCK ITEM	E	B	5	F	N	3	*	7,210	7,210	7,210	0	10/11/2017	C		10/24/2017
4500290549	GRADE A PETROLEUM CORP 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	OIL, EASTMAN TURBO.... REPLENISH STOCK ITEM	E	B	5	N	N	3	*	10,398	10,398	10,398	0	10/12/2017	C		10/19/2017
4500290553	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	AQUA DAM PROJECT EQUIPMENT	E	B	8	N	3	1	*	65,580	65,580	65,580	0	10/12/2017	C		12/4/2017
4500290640	ADVANCED FILTRATION CO PO BOX 324 HOWELL, NJ 07731-0324 US	FILTER HOUSING, GASKET, COVER.....REPLENISH STOCK ITEMS	E	B	5	F	N	4		5,675	0	0	5,675	10/13/2017	O	3/31/2018	
4500290641	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	FILTERS, DISCHARGE GAS COMPRESSOR...REPLENISH STOCK ITEM	E	B	5	F	N	4		11,718	11,718	11,718	0	10/13/2017	C		11/30/2017
4500290691	SUPPORT POWER INC 1593A LOCUST AVE BOHEMIA, NY 11716-2204 US	BRENTWOOD STATION BATTERY REPLACEMENT	S	B		N	N	1		53,730	53,730	53,730	0	10/26/2017	C		12/29/2017
4500290698	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	CO CATALYST SET FOR POUCH TERMINAL - NAES	E	B		F	N	1		239,785	0	0	239,785	10/16/2017	O	3/31/2018	
4500290776	R V P FLOORING SYSTEMS INC 35 COMMERCE DR STE B CARMEL, NY 10512-4211 US	REFINISH NEW CONFERENCE ROOM FLOOR BEHIND CONTROL ROOM	P	2	8	N	3	1		33,570	0	0	33,570	10/18/2017	O	3/31/2018	
4500290981	RADIAN RESEARCH INC 3852 FORTUNE DR LAFAYETTE, IN 47905-4879 US	RADIAN RESEARCH RW-31 METER TEST	E	B	5	F	N	3	*	40,358	40,358	40,358	0	12/4/2017	C		12/27/2017
4500291018	F & F INDUSTRIAL EQUIPMENT CORP 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	GE STREET LED LIGHTS	E	B	5	N	1	3		32,730	0	0	32,730	10/30/2017	O	1/3/2018	

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4500291019	BORRI POWER (US) INC 9000 CLAY RD UNIT 108 HOUSTON, TX 77080-1770 US	BORRI SPA INVERTER	E	1	8	F	N	1		33,604	0	0	33,604	10/26/2017	O	3/31/2018	
4500291076	CONTROL ASSOCIATES INC 20 COMMERCE DR - PO BOX 279 ALLENDALE, NJ 07401-1638 US	Z500 BALL VALVES, 1", 1.5", 2".....STOCK ITEM	E	B	5	F	N	3		23,312	0	0	23,312	10/27/2017	O	3/31/2018	
4500291093	RARITAN GROUP INC PO BOX 10120 NEW BRUNSWICK, NJ 08906-0120 US	GLOBE VALVE, 1 1/2", 2500LB....REPLENISH STOCK ITEM	E	B	5	F	N	3		10,014	10,014	10,014	0	10/27/2017	C		12/27/2017
4500291210	C E M SOLUTIONS INC 1183 E OVERDRIVE CIR HERNANDO, FL 34442-9628 US	TUBE BUNDLE,170' HEATED CEMS... REPLENISH STOCK ITEM	E	B	5	F	N	3		7,275	0	0	7,275	11/2/2017	O	3/31/2018	
4500291245	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	SPACE HEATER, TURBINE/GENERATOR, ...STOCK REPLENISHMENT	E	B	5	N	3	3		8,060	0	0	8,060	11/2/2017	O	1/5/2018	
4500291271	IMAGEVISION INC 114 S ECHOLS ST CALDWELL, TX 77836-1726 US	IMAGEVISION SUPPLIES	E	B	5	F	N	2		5,324	0	0	5,324	11/8/2017	O	3/31/2018	
4500291518	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	PUMP, LUBE OIL SHAFT DRIVEN PUMP....REPLENISH STOCK ITEM	E	B	5	F	N	4		8,569	0	0	8,569	11/22/2017	O	3/31/2018	
4500291822	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	SENSORS T2/P2.... REPLENISH STOCK ITEM	E	B	5	F	N	3		26,340	26,340	26,340	0	11/20/2017	C		12/15/2017
4500291853	DEAN ENERGY SOLUTIONS CORP 1332 CLINTON ST HOBOKEN, NJ 07030-3302 US	REMOVE AND REPLACE VAV BOX ON THIRD FLOOR ADMIN BLDG	S	2	8	F	N	1		126,000	0	0	126,000	11/21/2017	O	3/31/2018	
4500292092	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	ELECTRO INDUSTRIES SHARK METERS	E	B	5	N	N	3		49,495	12,840	12,840	36,655	11/29/2017	O	3/31/2018	
4500292121	PRO-QUIP INC 4 MARK RD - STE C KENILWORTH, NJ 07033-1025 US	CONTROL VALVE ACTUATORS AND FEEDBACK SIGNALS	E	B	5	F	N	1		30,102	0	0	30,102	12/5/2017	O	3/31/2018	
4500292122	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	TRANSDUCER, DISPLACEMENT, ST TURB VALVE...REPLENISH STOCK ITEM	E	B	5	F	N	3	*	14,321	14,321	14,321	0	11/30/2017	C		12/26/2017
4500292125	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CORTROL IS104...REPLENISH STOCK	E	B	5	N	N	3		7,775	0	0	7,775	11/30/2017	O	3/31/2018	
4500292233	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	TRANSMITTER, TANK LEVEL,... REPLENISH STOCK	E	B	5	F	N	3		5,245	0	0	5,245	12/4/2017	O	3/31/2018	
4500292294	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	FUEL HOSE, COUPLING, PUMP.....REPLENISH STOCK ITEMS	E	B	5	F	N	4		21,451	0	0	21,451	12/5/2017	O	3/31/2018	
4500292375	CARE SECURITY SYSTEM INC 7 HEMION RD STE 5 MONTEBELLO, NY 10901-4928 US	DELTA GATE BARRIER BI-ANNUAL INSPECTIONS	S	B	5	F	N	1		49,000	0	0	49,000	12/7/2017	O	12/6/2018	

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4500292387	VALVE INDUSTRIES INC 4 SLATE CT - APT D-2 WOODLAND PARK, NJ 07424-4247 US	ECONOMIZER PUMP, HRSG W/MOTOR ALSO W/COOL TOP...REPLENISH STOCK	E	B	5	F	N	3		8,360	0	0	8,360	12/8/2017	O	3/31/2018	
4500292403	WALTER T GORMAN PE PC 99 TULIP AVE - STE 106 FLORAL PARK, NY 11001-1927 US	GAS PIPE MODIFICATIONS - PERMITTING	S	2	8	N	N	1		18,500	0	0	18,500	12/8/2017	O	3/31/2018	
4500292752	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	SIEMENS ENERGY - STOCK PARTS	E	B	5	F	N	1		11,901	0	0	11,901	12/19/2017	O	6/15/2018	
4500292790	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	GE OVERHAUL STOP RATIO VALVE	S	B	5	F	N	1		22,545	0	0	22,545	12/20/2017	O	5/31/2018	
4500292796	TRITON BUILDERS INC 645 BROADWAY - STE T AMITYVILLE, NY 11701-2118 US	FENCE CONTRACT	S	B	5	N	3	1		24,000	0	0	24,000	12/20/2017	O	12/19/2018	
4500292978	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	NEXUS METER, MODEM/ETHERNET...REPLENISH STOCK ITEM	E	B	5	N	N	3		10,602	0	0	10,602	12/28/2017	O	3/31/2018	
4500293002	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	GE LED LIGHTS...REPLENISH STOCK	E	B	5	N	N	4		5,336	0	0	5,336	12/29/2017	O	3/31/2018	
4600002727	QUINTAL CONTRACTING CORP PO BOX 427 ISLIP, NY 11751-0427 US	ALGAE SCRAPE SERVICES	S	B		N	1	2		200,000	168,098	38,248	31,902	10/1/2013	O	9/30/2018	
4600002740	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047-3307 US	GE TECHNICAL SUPPORT	S	B		F	N	2		2,490,000	2,198,128	575,688	291,872	1/1/2014	O	12/31/2018	
4600002855	SIRIO SISTEMI ELETTRONICI SPA VIA DEL LAZZERETTO 92 PRATO, PO 59100 IT	INSTRUMENT AND CONTROLS SUPPORT FOR THE NUOVO PIGNONE GAS COMPRESSOR CONTROLS	S	B		N	N	2		400,000	24,538	0	375,462	10/20/2014	O	10/19/2019	
4600003007	GOTHAM REFINING CHEMICAL CORP 2374 48TH ST ASTORIA, NY 11103-1014 US	COOLING TOWER CHEMICALS FOR SCPP	E	B		N	N	2		500,000	444,509	150,633	55,491	7/9/2015	O	7/8/2020	
4600003021	GTS CORP 1 STEEL RD E MORRISVILLE, PA 19067-3613 US	CALIBRATED GASES FOR SENY	E	B		F	N	4		400,000	100,933	69,503	299,067	9/24/2015	O	9/23/2020	
4600003022	JANSEN'S AIRCRAFT SYSTEM CONTROLS INC 2303 WEST ALAMEDA DR TEMPE, AZ 85282 US	ROTATABLE SPARE/EXCHANGE 3 WAY FUEL VALVES	E	B		F	N	2		500,000	84,276	0	415,724	7/27/2015	O	7/26/2020	
4600003074	CINTAS CORP 12 HARBOR PARK DR PORT WASHINGTON, NY 11050-4649 US	UNIFORM CLEANING/RENTAL AGREEMENT	E	B		N	N	2		300,000	73,842	62,681	226,158	1/1/2016	O	12/31/2018	
4600003101	NUOVO PARTS INC 1465 SLATER RD FERNDALE, WA 98248-8919 US	FIVE YEAR CONTRACT FOR STOCK GAS COMPRESSOR PARTS FOR SENY INVENTORY	E	B		F	N	2		900,000	434,780	341,621	465,220	1/20/2016	O	1/19/2021	

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4600003105	ALTAIR FILTER TECHNOLOGY INC DBA CLARCOR INDUSTRIAL AIR 11501 OUTLOOK ST - STE 100 OVERLAND PARK, KS 66211-1810 US	INLET AIR FILTERS FOR 500MW AND LM 6000 ENGINES	E	B		F	N	2		750,000	412,989	158,129	337,011	2/1/2016	O	1/31/2019	
4600003188	AIRGAS USA LLC DBA FOR AIRGAS INC 259 N RADNOR CHESTER RD RADNOR, PA 19087-5240 US	3 YEAR CONTRACT FOR HYDROGEN AND NITROGEN BANKS AND CYLINDERS	E	B		F	N	1		150,000	34,463	28,992	115,537	8/2/2016	O	8/2/2019	
4600003265	TANNER INDUSTRIES INC 735 DAVISVILLE RD FL 3 SOUTHAMPTON, PA 18966-3277 US	AQUEOUS AMMONIA FOR THE SENY POWER PROJECTS	E	B		F	N	2		2,250,000	156,129	156,129	2,093,871	1/1/2017	O	12/31/2021	
4600003283	HUDSON TECHNOLOGIES CO 29 HOLT DR STONY POINT, NY 10980-1919 US	PROVIDE REFRIGERANT RECOVERY & EVACUATION SERVICES FOR THE AUTHORITY'S 500MW POWER PROJECT	S	B		N	N	1		250,000	93,619	93,619	156,381	3/17/2017	O	3/16/2018	
4600003331	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	CALIBRATED GASES FOR SENY	E	B		F	N	4		291,440	11,035	11,035	280,405	7/27/2017	O	9/23/2020	
4600003371	FRANK D RIGGIO CO INC DBA RIGGIO VALVE 797 AVENUE E BAYONNE, NJ 07002 US	FIVE (5) YEAR VALVE REPAIR SERVICE CONTRACT -- SENY PROJECTS	S	B		F	N	1		5,000,000	31,020	31,020	4,968,980	9/1/2017	O	8/31/2022	
		SENY TOTALS								21,999,937	8,816,219	5,970,454	13,183,718				

TOTAL NUMBER OF CONTRACTS	243
TOTAL CONTRACT VALUE	$21,999,937
TOTAL EXPENDED TO DATE	$8,816,219
TOTAL EXPENDED IN REPORT YEAR	$5,970,454

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	75
TOTAL NUMBER CLOSED CONTRACTS	168

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	215
TOTAL NUMBER SOLE SOURCE	11
TOTAL NUMBER SINGLE SOURCE	13
TOTAL NUMBER COMP SEARCH	3
TOTAL NUMBER MWBE/SBE	1

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	2
TOTAL NUMBER EQUIP/GOODS/COMMODITY	184
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	2
TOTAL NUMBER OTHER NON PERSONAL SERVICES	55

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4500242760	WILLIAMS SCOTSMAN INC PO BOX 50 PHOENIX, NY 13135 US	RENTAL OF MOBILE OFFICE	E	B	7	N	N	1	*	14,697	14,697	4,109	0	3/5/2014	C		12/31/2017
4500260759	WILLIAMS SCOTSMAN INC PO BOX 50 PHOENIX, NY 13135 US	RENTAL OF MOBILE OFFICE	E	B	5	N	N	1		18,238	13,712	3,289	4,526	7/1/2015	O	12/31/2018	
4500264351	FRONTENAC CRYSTAL SPRINGS WATER INC PO BOX 328 CLAYTON, NY 13624-0372 US	WATER COOLER RENTAL	E	B	5	N	N	3		14,704	11,424	518	3,280	10/6/2015	C		1/31/2017
4500267727	S & S SANITATION & EXCAVATION INC 22 PINE GROVE LN MALONE, NY 12953-2825 US	ANNUAL SEPTIC PUMPING	S	B	5	N	N	2		26,405	26,401	1,755	4	1/12/2016	C		1/11/2017
4500270345	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY GLASSES	E	B	5	F	N	2		14,027	10,027	1,667	4,000	3/18/2016	C		4/7/2017
4500271517	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY SHOEMOBILE	E	B	5	F	N	3		14,000	11,487	600	2,513	4/19/2016	C		6/4/2017
4500272147	W W GRAINGER INC FORMERLY SAFETY SOLUTIONS INC 6161 SHAMROCK CT DUBLIN, OH 43016-1275 US	SAFETY SHOEMOBILE	E	B	5	F	N	3		10,000	7,339	-30	2,661	5/4/2016	C		6/4/2017
4500272191	BC CLEANING DBA FOR BOGASIAN CARPET CO INC 70 WILLOW ST MASSENA, NY 13662-1576 US	CARPET/MAT RENTAL	E	B	5	N	1	1	*	18,020	18,020	11,900	0	5/5/2016	C		5/4/2017
4500272196	FUSION BABBITTING CO INC 4540 W BURNHAM ST MILWAUKEE, WI 53219 US	TURBINE GUIDE BEARING	E	B	8	F	N	4		59,875	59,875	59,875	0	5/5/2016	C		9/12/2017
4500273911	RED WING BRANDS OF AMERICA INC DBA RED WING SHOE STORE 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SAFETY SHOE MOBILE	E	B	7	F	N	3		20,000	17,734	1,054	2,266	6/21/2016	C		6/4/2017
4500274772	WILLIAMS SCOTSMAN INC PO BOX 50 PHOENIX, NY 13135 US	JERICHO WIND FARM JOB TRAILER	E	B	5	N	N	2		17,599	13,453	5,170	4,146	7/15/2016	O	1/18/2018	
4500275235	NORTHERN MECHANICALS INC 2 BALDWIN AVE - PO BOX 195 NORWOOD, NY 13668-0195 US	CPR 879 ANTENNA RELOCATION	C	B	5	N	1	1		22,000	22,000	22,000	0	7/29/2016	C		5/15/2017
4500275416	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	CUTLER HAMMER FUSES	E	B	5	F	N	3		10,128	10,128	5,064	0	8/3/2016	C		1/4/2017
4500276097	AIRGAS USA LLC DBA FOR AIRGAS INC 96 CR8 BRUSHTON, NY 12916 US	GAS MONITORS	E	B	5	F	N	3		11,328	11,328	7,993	0	8/23/2016	C		2/1/2017
4500276116	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	TURBINE OIL	E	B	5	F	N	2	*	12,618	12,618	12,618	0	8/24/2016	C		1/16/2017

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4500276174	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057-9513 US	SPDES ENVIRONMENTAL SAMPLING	S	B	5	N	1	1		20,000	15,931	15,931	4,069	10/3/2016	C		10/2/2017
4500276826	ORKIN PEST CONTROL DBA FOR ROLLINS INC 537 QUEENSBURY AVE QUEENSBURY, NY 12804-7613 US	PEST MANAGEMENT	S	B	5	N	N	1		10,300	8,238	6,153	2,062	9/14/2016	C		9/13/2017
4500277470	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	P2000 SOFTWARE MAINTENANCE AGREEMENT	S	B	7	N	N	1		26,853	26,853	0	0	10/1/2016	C		9/30/2017
4500277572	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TYPE K INSULATORS	E	B	5	F	N	3		22,350	22,350	22,350	0	10/3/2016	C		2/27/2017
4500277886	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	SALT, ROAD BULK	E	B	7	N	N	1		77,683	77,546	33,333	137	10/12/2016	C		3/8/2017
4500278214	TMT CONTRACTORS INC 1484 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	COOPER HILL SNOW REMOVAL	S	2	5	N	1	1		16,000	15,840	14,760	160	10/20/2016	C		5/31/2017
4500278291	BUB'S ENTERPRISES LLC DALE EARL 3893 STATE ROUTE 11 MALONE, NY 12953-3725 US	DULEY SUBSTATION SNOW REMOVAL	S	M	5	N	1	1		14,000	9,660	9,200	4,340	11/1/2016	C		5/31/2017
4500278297	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	GUEST HOUSE MANAGEMENT SERVICES	S	B	7	N	N	1		8,313	4,839	4,839	3,474	12/1/2016	C		11/30/2017
4500278941	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	MISC. ELECTRICAL COMMODITIES	E	B	7	F	N	1		8,512	7,029	1,051	1,483	11/8/2016	C		2/27/2017
4500279314	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	STOCK ELECTRICAL PARTS	E	B	5	F	N	3		14,083	14,083	3,920	0	11/18/2016	C		1/5/2017
4500279514	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 601 TOWNSEND RD COCOA, FL 32926-3321 US	PNEUMATIC CONTROL BLOCK REPAIR	E	1	5	F	N	1	*	6,000	6,000	6,000	0	11/29/2016	C		2/6/2017
4500279793	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	TRANSMISSION HARDWARE	E	B	5	F	N	2		6,305	6,305	6,305	0	12/5/2016	C		3/6/2017
4500279863	ACI CONTROLS INC SYRACUSE OFFICE 5604 BUSINESS AVE CICERO, NY 13039-9532 US	HONEYWELL RECORDABLE CHART	E	B	5	F	N	3	*	8,566	8,566	8,566	0	12/6/2016	C		1/9/2017
4500280295	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	GCS/CMS NETWORK UPGRADES	E	B	7	F	3	1		47,351	47,351	47,351	0	12/19/2016	C		1/17/2017

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4500280639	ANDERSON INDUSTRIAL MACHINERY INC PO BOX 760 GLENMOORE, PA 19343-0760 US	GEAR PUMP	E	B	5	F	N	1	*	7,056	7,056	7,056	0	1/11/2017	C		2/6/2017
4500280666	CARDIAC LIFE PRODUCTS INC PO BOX 25755 ROCHESTER, NY 14625-0755 US	AED BATTERY	E	B	7	N	3	1		5,030	5,030	5,030	0	1/4/2017	C		1/5/2017
4500280704	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING MACHINES	E	B	7	F	4	1	*	5,566	5,566	5,566	0	1/5/2017	C		1/5/2017
4500280731	RIVERS SEPTIC TANK SERVICE 3161 CR21 CANTON, NY 13617 US	SEPTIC/HOLDING TANK YEARLY CONTRACT	S	B	5	N	N	2		24,000	22,889	22,889	1,111	1/12/2017	O	1/11/2018	
4500280747	POREX CLEANROOM PRODUCTS INC FG CLEAN WIPES 2255 WESTOVER RD CHICOPEE, MA 01022-1060 US	CLOTH, WIPING, WHITE, SPUNDBOUNDED FABRIC, WHITE, 14" X 24"	S	B	5	F	N	3	*	13,309	13,309	13,309	0	1/5/2017	C		1/25/2017
4500280959	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY JAN 2017	E	B	7	F	N	1	*	5,546	5,546	5,546	0	1/11/2017	C		1/11/2017
4500281030	INDUSTRIAL HANDLING SERVICES INC PO BOX 2922 GLENVILLE, NY 12325-0922 US	THRUSTER SHOE BRAKES	E	B	5	F	1	2		32,625	32,625	32,625	0	1/12/2017	C		3/20/2017
4500281050	SUTRON CORP 22400 DAVIS DR STERLING, VA 20164-7127 US	SUTRON STOCK EQUIPMENT	E	1	5	F	N	1		9,426	9,426	9,426	0	1/13/2017	C		2/6/2017
4500281337	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	ARMOR RODS AND MISC MATERIAL FOR FEED JOB	E	B	5	F	N	2	*	8,143	8,143	8,143	0	1/20/2017	C		2/22/2017
4500281525	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY JAN 2017	E	B	7	F	N	1	*	6,015	6,015	6,015	0	1/25/2017	C		1/25/2017
4500281542	FRONTENAC CRYSTAL SPRINGS WATER INC PO BOX 328 CLAYTON, NY 13624-0372 US	BOTTLED WATER / DISPENSER COOLER RENTAL	E	B	5	N	N	2		11,345	8,069	8,069	3,276	1/26/2017	O	1/25/2018	
4500281917	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	AGGREGATE	E	B	7	N	N	1		8,149	8,149	8,149	0	2/3/2017	C		2/6/2017
4500282308	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	NETWORK SWITCHES FOR MARCY LOCATION	E	B	7	F	3	1		44,476	44,476	44,476	0	2/15/2017	C		3/9/2017
4500282313	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	CISCO 24 PORT SWITCHES FOR BG LOCATION	E	B	7	F	3	1		7,469	7,469	7,469	0	2/15/2017	C		2/21/2017

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4500282505	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	DIESEL WINTER BLEND (3500 GALS)	E	B	7	F	N	1		6,749	6,742	6,742	7	2/21/2017	C		2/21/2017
4500282646	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY FEB 2017	E	B	7	F	N	1	*	5,859	5,859	5,859	0	2/24/2017	C		2/24/2017
4500282693	RED WING BRANDS OF AMERICA INC DBA RED WING SHOE STORE 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SAFETY SHOES	E	B	5	F	N	3		19,000	17,826	17,826	1,174	2/27/2017	O	6/4/2018	
4500282694	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY SHOES	E	B	5	F	N	3		18,000	17,133	17,133	867	2/27/2017	O	6/4/2018	
4500282700	GRAINGER DBA FOR W W GRAINGER INC 505 SAWMILL RIVER RD ELMSFORD, NY 10523-1009 US	SAFETY SHOES	E	B	5	F	N	3		10,000	2,776	2,776	7,224	2/27/2017	O	6/4/2018	
4500282780	WESCO DISTRIBUTION INC 500 PRIME PL HAUPPAUGE, NY 11788-5305 US	K-ARM INSULATOR KITS	E	B	5	F	N	2	*	25,856	25,856	25,856	0	3/1/2017	C		6/2/2017
4500282810	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING MACHINES JAN 2017	E	B	7	F	4	1	*	7,678	7,678	7,678	0	3/2/2017	C		3/2/2017
4500283173	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY MARCH 2017	E	B	7	F	N	1	*	5,239	5,239	5,239	0	3/10/2017	C		3/10/2017
4500283590	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY MARCH 2017	E	B	7	N	N	1	*	9,000	9,000	9,000	0	3/23/2017	C		3/23/2017
4500283700	HMT INC 6268 NEW YORK 31 CICERO, NY 13039-9217 US	GROUND FAULT DETECTION SERVICES	S	1	5	N	N	1		18,520	18,520	18,520	0	4/3/2017	C		4/3/2017
4500283784	SCHINDLER ELEVATOR CORP 20 WHIPPANY RD MORRISTOWN, NJ 07960-4524 US	ELEVATOR INSPECTIONS	S	B	5	F	N	3		31,400	8,000	8,000	23,400	3/28/2017	O	3/27/2018	
4500283887	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	TURBINE OIL	E	B	6	F	N	1	*	10,051	10,051	10,051	0	3/31/2017	C		4/19/2017
4500283927	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING MACHINES MARCH 2017	E	B	7	N	4	1	*	7,874	7,874	7,874	0	4/3/2017	C		4/3/2017
4500283936	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SEL-3530 RTAC: REAL TIME AUTOMATION CONTROLLER - CUMBERLAND HEAD	E	B	5	F	N	4		6,430	6,430	6,430	0	4/3/2017	C		4/27/2017

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4500284061	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY MARCH 2017	E	B	7	F	N	1		6,704	6,586	6,586	118	4/5/2017	C		4/5/2017
4500284144	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	PRESCRIPTION SAFETY EYEWEAR	E	B	5	F	N	3		14,000	5,897	5,897	8,103	12/8/2017	O	4/6/2018	
4500284244	RUBBERCYCLE LLC 1985 RUTGERS BLVD STE 4 LAKEWOOD, NJ 08701-4569 US	RUBBER MULCH	E	B	5	F	N	1		28,338	28,338	28,338	0	4/10/2017	C		5/8/2017
4500284515	BC CLEANING DBA FOR BOGASIAN CARPET CO INC 70 WILLOW ST MASSENA, NY 13662-1576 US	2017-2018 RUG/MAT RENTAL	E	B	5	N	1	1		16,000	3,854	3,854	12,146	5/5/2017	O	5/4/2018	
4500284568	GE GRID SOLUTIONS LLC DBA FOR GE SOLUTIONS (US) LLC 4200 WILDWOOD PKWY BLDG 2018 ATLANTA, GA 30339-8402 US	GE SR489 RELAY	E	1	5	N	N	1	*	6,340	6,340	6,340	0	4/19/2017	C		4/28/2017
4500284704	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TYPE J INSULATORS	E	B	5	F	N	2		28,980	28,980	28,980	0	4/24/2017	C		5/12/2017
4500284800	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DELIVERY APRIL 2017	E	B	7	F	N	1	*	6,286	6,286	6,286	0	4/25/2017	C		4/25/2017
4500284811	SEA BOX INC 1 SEA BOX DR CINNAMINSON, NJ 08077-2022 US	STORAGE CONTAINER	E	B	5	F	N	2		7,440	7,440	7,440	0	4/26/2017	C		5/18/2017
4500284842	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	ECLIPSE LEVEL AND PRECISION METER	E	B	5	F	N	1		9,864	0	0	9,864	11/3/2017	O	1/19/2018	
4500285010	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING MACHINES APRIL 2017	E	B	7	F	4	1		5,650	5,650	5,650	0	5/2/2017	C		5/2/2017
4500285137	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	PORCELAIN INSULATORS	E	B	5	F	N	3		23,700	23,700	23,700	0	5/4/2017	C		6/12/2017
4500285161	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	GROUND SET TESTER AND POWER SUPPLY	E	B	5	F	N	2		5,040	5,040	5,040	0	5/5/2017	C		6/8/2017
4500285179	CINCINNATI MACHINES INC 900 DALTON AVE CINCINNATI, OH 45203-1102 US	MILLING MACHINE	E	B	5	F	N	1		46,880	0	0	46,880	5/5/2017	C		9/22/2017
4500285273	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	BIODIESEL DELIVERY APRIL 2017	E	B	7	F	1	1	*	13,652	13,652	13,652	0	5/9/2017	C		5/9/2017

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4500285376	MITCHELL INSTRUMENT CO 1570 CHEROKEE ST SAN MARCOS, CA 92078 US	MANTA MULTIFUNCTION POWER METER	E	B	5	F	N	1	*	6,722	6,722	6,722	0	5/11/2017	C		6/14/2017
4500285388	CITY ELECTRIC CO INC 23763 NYS RTE 12 WATERTOWN, NY 13601 US	LIGHTING, ROADWAY	E	B	8	F	3	2		69,000	69,000	69,000	0	5/12/2017	C		7/14/2017
4500285462	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	NETWORKING HARDWARE	E	B	7	F	3	1		138,247	138,247	138,247	0	5/15/2017	C		6/20/2017
4500285717	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	MISC OSMOSE AND SHERMAN REILLY EQUIPMENT (TRANSMISSION)	E	B	5	F	N	2		24,405	24,405	24,405	0	5/22/2017	C		8/10/2017
4500285849	GRAVOTECH INC 2200 NORTHMONT PKWY DULUTH, GA 30096-5895 US	ENGRAVER, GRAVOGRAPH	E	B	5	F	N	2	*	24,862	24,862	24,862	0	5/25/2017	C		7/19/2017
4500285948	ANNESE & ASSOCIATES INC 7 SUTTON PL - STE E BREWSTER, NY 10509-3537 US	CISCO SWITCH & POWER SUPPLY	E	B	5	F	3	2		10,234	10,234	10,234	0	5/30/2017	C		6/28/2017
4500285983	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 6460 DEERE RD - STE 1 SYRACUSE, NY 13206-1344 US	MULTIPLEXER	E	B	5	F	N	2		11,940	11,940	11,940	0	5/31/2017	C		7/6/2017
4500286080	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	MACHINE, THREADING	E	B	5	F	3	2		7,528	7,528	7,528	0	6/1/2017	C		6/26/2017
4500286118	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CONDUIT BENDER & CABLE FEEDER	E	B	5	F	N	4		9,877	9,877	9,877	0	6/2/2017	C		7/19/2017
4500286275	E-MAX INSTRUMENTS INC 13 INVERNESS WAY S ENGLEWOOD, CO 80112 US	UPGRADE, SER, EMAX	E	B	5	F	N	1		32,892	32,892	32,892	0	6/7/2017	C		8/3/2017
4500286398	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	ELECTRICAL GROUNDING EQUIPMENT	E	B	5	F	N	2		19,097	19,097	19,097	0	6/9/2017	C		9/20/2017
4500286472	PRAXAIR DISTRIBUTION INC 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	WELDER	E	B	5	F	N	3	*	5,351	5,351	5,351	0	6/13/2017	C		6/16/2017
4500286532	TRANSCAT INC 35 VANTAGE POINT DR ROCHESTER, NY 14624 US	TESTER, FIBER, OPTIC	E	B	5	F	N	2	*	17,806	17,806	17,806	0	6/14/2017	C		7/6/2017
4500286700	NIAGARA FRONTIER CUSTOM FABRICATION DBA FOR GOERGEN-MACKWIRTH CO INC 760 NORTHLAND AVE BUFFALO, NY 14211-1041 US	BUOY, ALUMINUM	E	B	5	F	N	3		9,440	9,440	9,440	0	6/20/2017	C		8/4/2017
4500286785	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL, BIODIESEL	E	B	7	F	1	1	*	8,635	8,635	8,635	0	6/21/2017	C		6/21/2017

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4500286879	PREFORMED LINE PRODUCTS 660 BETA DR MAYFIELD VILLAGE, OH 44143-2398 US	TEST HOLLOW CORE COPPER CONDUCTOR ASSEMBLIES	S	B	5	F	N	2		49,962	24,632	24,632	25,330	6/23/2017	O	2/28/2018	
4500286923	WESTERN OILFIELDS SUPPLY COMPANY RAIN FOR RENT 5626 TEC DR AVON, NY 14414 US	SECONDARY CONTAINMENT	E	B	5	F	N	2		21,244	21,244	21,244	0	6/26/2017	C		6/26/2017
4500286927	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	CABLE, ELECTRICAL	E	B	5	F	N	2	*	43,507	43,507	43,507	0	6/26/2017	C		7/7/2017
4500287067	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601-5833 US	SAND AND STONE	E	B	7	N	N	1		15,129	5,043	5,043	10,086	6/29/2017	C		6/29/2017
4500287343	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	MAY VENDING	E	B	7	F	4	1	*	7,537	7,537	7,537	0	7/11/2017	C		7/11/2017
4500287348	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	JUNE VENDING	E	B	7	F	4	1	*	7,216	7,216	7,216	0	7/11/2017	C		7/11/2017
4500287812	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	P2000 SOFTWARE MAINTENANCE AGREEMENT	S	B	7	N	N	1	*	27,659	27,659	27,659	0	10/1/2017	O	9/30/2018	
4500287843	UPSTONE MATERIALS INC 111 QUARRY RD PLATTSBURGH, NY 12901 US	CONCRETE FOR ADMIN ENTRANCE	E	B	7	N	N	1	*	18,458	18,458	18,458	0	10/13/2017	C		10/13/2017
4500287846	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	GUSSET, ROTOR	E	B	5	N	N	1		11,315	10,644	10,644	671	7/25/2017	O	1/19/2018	
4500287897	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	SOCKET & CLAMPS	E	B	5	N	N	3	*	15,526	15,526	15,526	0	7/26/2017	C		11/2/2017
4500288145	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	ENERPAC CYLINDERS, 60 TON	E	B	5	N	N	3	*	6,379	6,379	6,379	0	8/2/2017	C		8/9/2017
4500288159	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	SAFETY LOCKOUT DEVICES	E	B	5	F	N	3	*	13,428	13,428	13,428	0	8/2/2017	C		8/28/2017
4500288344	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL, BIO DIESEL	E	B	7	F	1	1	*	6,810	6,810	6,810	0	8/8/2017	C		8/8/2017
4500288357	UPSTONE MATERIALS INC 111 QUARRY RD PLATTSBURGH, NY 12901 US	GRAVEL, BANK RUN	E	B	5	N	N	2		7,350	0	0	7,350	8/8/2017	C		9/28/2017
4500288551	CORE & MAIN LP 2208 STATE ROUTE 5 UTICA, NY 13502-7511 US	CULVERT, MISC, CORRUGATED	E	B	7			0	*	6,394	6,394	6,394	0	8/14/2017	C		12/31/2017
4500288564	ARBORCHEM PRODUCTS INC 943 NIXON DR MECHANICSBURG, PA 17055 US	ACCORD XRT CONCENTRATE HERBICIDE	E	B	5	N	N	3	*	6,663	6,663	6,663	0	8/14/2017	C		8/21/2017

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4500288568	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	ARC-RATED FALL PROTECTION	E	B	5	F	N	4		5,580	5,580	5,580	0	8/14/2017	C		8/30/2017
4500288604	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	SAFETY LOCK OUT DEVICES	E	B	5	N	N	3		24,998	24,998	24,998	0	8/15/2017	C		9/15/2017
4500288631	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	STONE, CRUSHED	E	B	7	N	N	1		5,818	5,815	5,815	3	8/16/2017	O	9/29/2018	
4500288769	J C MERRIMAN INC PO BOX 270 NORWOOD, NY 13668 US	TILE, FLOOR	E	B	5	F	N	3		19,088	17,791	17,791	1,297	10/25/2017	O	10/24/2018	
4500288958	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	SHORELINE RESTORATION MATERIALS	E	B	7	N	N	3		80,251	43,732	43,732	36,519	8/25/2017	C		11/29/2017
4500288960	SEAWAY TIMBER HARVESTING INC 15121 STATE HWY 37 MASSENA, NY 13662 US	SOIL	E	B	5	N	N	1		7,500	7,200	7,200	300	8/25/2017	C		8/25/2017
4500288971	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	STONE, CRUSHED	E	B	7	N	N	1		7,183	7,183	7,183	0	8/25/2017	C		8/25/2017
4500289073	OMICRON ELECTRONICS CORP USA 3550 WILLOWBEND BLVD HOUSTON, TX 77054-1127 US	TESTER, RELAY	E	B	5	F	N	1		28,160	28,160	28,160	0	8/29/2017	C		10/26/2017
4500289074	PIERCE STEEL FABRICATORS INC 430 N 7TH ST OLEAN, NY 14760-2330 US	RACK, ASSEMBLY	E	B	5	N	N	3		6,100	6,100	6,100	0	8/29/2017	C		10/5/2017
4500289078	CED BALDWIN HALL CO PO BOX 2552 HARRISBURG, PA 17105 US	ALLEN BRADLEY ITEMS	E	B	5	F	N	3		7,108	7,036	7,036	72	8/30/2017	C		9/8/2017
4500289179	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	VENDING AUG 2017	E	B	7	N	4	1		6,026	6,026	6,026	0	9/1/2017	C		9/1/2017
4500289477	THYSSEN ELEVATOR CO 6067 CORPORATE DR STE 3 EAST SYRACUSE, NY 13057-4005 US	ELEVATOR, DRIVE	E	B	7	N	N	1		38,042	30,569	30,569	7,473	11/3/2017	O	11/2/2018	
4500289482	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	FUEL, BIODIESEL	E	B	7	F	1	1	*	11,177	11,177	11,177	0	9/12/2017	C		9/12/2017
4500289538	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERY, CELL, REPLACEMENT	E	2	5	F	1	1		12,347	0	0	12,347	9/13/2017	C		9/13/2017
4500289725	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL, UNLEADED	E	B	7	F	N	1	*	5,555	5,555	5,555	0	9/19/2017	C		9/19/2017

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4500289799	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057-9513 US	SAMPLING, ENVIRONMENTAL, SPDES	S	B	5	N	1	2		20,000	2,558	2,558	17,442	10/3/2017	O	10/2/2018	
4500289802	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CLASS B WIRE, EHS	E	B	5	F	N	3		6,800	6,800	6,800	0	9/20/2017	C		11/6/2017
4500289804	SCHWEITZER ENGINEERING LAB INC SEL ENGINEERING SERVICES INC 2350 NE HOPKINS CT PULLMAN, WA 99163-5600 US	3530 RTAC	E	B	5	F	N	1		7,000	7,000	7,000	0	9/20/2017	C		10/25/2017
4500289872	KELLY SALES CORP 3503 CTY ROUTE 14 MADRID, NY 13660-3105 US	OVERHEAD DOOR REPLACEMENT	E	B		N	1	1		227,598	170,370	170,370	57,228	9/21/2017	O	1/31/2018	
4500290021	HASGO POWER EQUIPMENT SALES INC 151 E MAIN RD - PO BOX 400 LE ROY, NY 14482-1237 US	HUGHES BROS. X-BRACES	E	B	5	F	N	4		7,220	0	0	7,220	9/27/2017	O	2/28/2018	
4500290028	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	GROUNDING MATERIALS	E	B	5	F	N	2	*	24,110	24,110	24,110	0	9/27/2017	C		11/29/2017
4500290036	ABB INC 901 MAIN CAMPUS DR STE 500 RALEIGH, NC 27606-5244 US	WESTINGHOUSE BUSHING	E	B	5	F	N	3		8,246	8,246	8,246	0	9/27/2017	C		11/17/2017
4500290037	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	WESTINGHOUSE BUSHING	E	B	5	F	N	3		12,800	0	0	12,800	9/27/2017	C		10/6/2017
4500290129	MILLER ENERGY INC DBA FOR H M MILLER SALES CO 3200 S CLINTON AVE SOUTH PLAINFIELD, NJ 07080-1424 US	ECLIPSE TRANSMITTER LEVEL	E	B	5	F	N	3	*	5,366	5,366	5,366	0	11/7/2017	C		11/9/2017
4500290182	CITY ELECTRIC CO INC 23763 NYS RTE 12 WATERTOWN, NY 13601 US	LIGHTING, FIXTURES	E	B	8	F	3	2		50,377	50,377	50,377	0	10/2/2017	C		11/28/2017
4500290239	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	SEPT VENDING	E	B	7	F	4	1	*	7,506	7,506	7,506	0	10/3/2017	C		10/3/2017
4500290447	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	LIGHTING, FIXTURES	E	B	5	F	2	1		32,658	32,658	32,658	0	10/25/2017	C		10/25/2017
4500290591	ORKIN PEST CONTROL DBA FOR ROLLINS INC 537 QUEENSBURY AVE QUEENSBURY, NY 12804-7613 US	PEST CONTROL SVCS	S	B	5	F	N	2		12,300	2,038	2,038	10,262	11/7/2017	O	11/6/2018	

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4500290614	AMERICAN ROCK SALT CO LLC DBA FOR AMERICAN ROCK SALT HOLDING PO BOX 190 MOUNT MORRIS, NY 14510-0190 US	SALT, ROAD BULK	E	B	7	F	N	1		76,125	42,048	42,048	34,077	10/13/2017	O	5/1/2018	
4500290768	VIBROSYSTM INC 2727 E JACQUES - CARTIER BLVD MONTREAL, PQ J4N 1L7 CA	SENSOR, AIR	E	1	5	F	N	1		6,012	6,012	6,012	0	10/18/2017	C		10/26/2017
4500290862	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 100 W SIXH ST - STE 4 MEDIA, PA 19063-2433 US	SEL HARDWARE	E	B	5	F	N	3		24,167	24,167	24,167	0	10/20/2017	C		11/27/2017
4500290876	PRECISION ESCALATOR PRODUCTS INC 147 N MICHIGAN AVE KENILWORTH, NJ 07033-1275 US	ESCALATOR PARTS	E	B	5	F	N	3		12,955	12,955	12,955	0	10/23/2017	C		11/17/2017
4500290914	BENTLY NEVADA INC 1631 BENTLY PKWY S MINDEN, NV 89423-4119 US	MONITORING MODULE	E	B	5	F	N	3		6,841	6,841	6,841	0	11/14/2017	C		11/29/2017
4500290941	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	LIGHTS, ROADWAY	E	B	5	F	N	2		5,875	5,875	5,875	0	10/24/2017	C		11/3/2017
4500290969	BUB'S ENTERPRISES LLC DALE EARL 3893 STATE ROUTE 11 MALONE, NY 12953-3725 US	SNOW REMOVAL SVCS	S	M	5	N	1	1		10,000	0	0	10,000	11/7/2017	O	5/31/2018	
4500290977	TMT CONTRACTORS INC 1484 US HIGHWAY 11 GOUVERNEUR, NY 13642-3407 US	SNOW REMOVAL SVCS	S	M	5	N	1	1		14,000	1,140	1,140	12,860	11/30/2017	O	5/30/2018	
4500291009	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	GROUNDING MATERIALS	E	B	5	F	N	2	*	25,783	25,783	25,783	0	10/25/2017	C		12/8/2017
4500291091	BRONSTEIN CONTAINER CO INC 1313 RAMS GULCH RD JAMESVILLE, NY 13078 US	55 GALLON DRUMS - DOT APPROVED	E	B	5	F	N	3	*	7,448	7,448	7,448	0	11/21/2017	C		12/6/2017
4500291121	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	HUBBELL/CHANCE ANCHORS	E	B	5	F	N	3	*	5,848	5,848	5,848	0	10/30/2017	C		11/17/2017
4500291194	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	OCT VENDING	E	B	7	F	4	1	*	7,570	7,570	7,570	0	11/7/2017	O	11/6/2018	
4500291375	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	IT MATERIALS	E	B	5	F	4	2		25,109	21,476	21,476	3,633	12/8/2017	O	12/7/2018	
4500291377	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	TURBINE SHAFT GUARDING (16 UNITS)	E	C	8	F	2	1		760,424	0	0	760,424	11/7/2017	O	5/1/2018	
4500291463	J E WEINEL INC ROCK-N-RESCUE 300 DELWOOD RD BUTLER, PA 16001-2068 US	RESCUE EQUIP	E	B	5	F	N	1		16,082	0	0	16,082	11/8/2017	O	1/18/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500291466	SAFEWARE INC 1601 REPUBLIC RD - UNIT 104 HUNTINGDON VALLEY, PA 19006 US	RESCUE EQUIPMENT	E	B	5	F	N	2	*	16,227	16,227	16,227	0	11/9/2017	C		12/15/2017
4500291470	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL OCT 2017	E	B	7	F	N	1		12,852	12,827	12,827	25	11/8/2017	C		11/8/2017
4500291520	NOCO ENERGY CORP 2440 SHERIDAN DR - STE 202 TONAWANDA, NY 14150-9493 US	OIL, TURBINE	E	B	5	F	N	2		9,150	0	0	9,150	12/7/2017	C		12/11/2017
4500291560	THREE GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	ALUMINUM BAR GRATING	E	B	5	F	3	3		7,035	7,035	7,035	0	11/13/2017	C		11/22/2017
4500291581	ALSTOM GRID LLC DBA FOR GRID SOLUTIONS (US) LLC 1 POWER LN CHARLEROI, PA 15022-1082 US	BREAKER, HEAD, EVALUATION	S	1	5	F	N	1		8,060	0	0	8,060	11/28/2017	O	1/19/2018	
4500291673	JEFFERSON CONCRETE CORP 22850 MURROCK CIR WATERTOWN, NY 13601-5081 US	BLOCKS, CONCRETE	E	B	5	N	1	1		7,976	7,976	7,976	0	11/15/2017	C		11/22/2017
4500291765	COMPULINK TECHNOLOGIES INC 260 W 39TH ST - STE 302 NEW YORK, NY 10018-4434 US	HARDWARE, CISCO	E	B	7	F	4	2	*	115,836	115,836	115,836	0	11/17/2017	C		12/14/2017
4500291801	WARD LUMBER CO INC 3240 STATE ROUTE 11 MALONE, NY 12953-4709 US	TILES, CEILING	E	B	5	F	N	3		8,484	0	0	8,484	12/6/2017	O	1/17/2018	
4500291907	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619 US	DIESEL, WINTER BLEND	E	B	7	F	N	1		6,234	6,233	6,233	1	11/21/2017	C		11/21/2017
4500291939	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	ENCLOSURES FOR EMPLOYEE PARKING CAR CHARGING UNITS	E	B	5	F	N	4		17,510	16,328	16,328	1,182	11/22/2017	C		12/7/2017
4500291969	CVTECH HOLDING INC RIGGS DISTLER AND COMPANY INC 4 ESTERBROOK LN CHERRY HILL, NJ 08003-4002 US	ROCK HOLE DRILLING	S	B	5	F	N	1		23,400	0	0	23,400	11/28/2017	C		12/30/2017
4500291977	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CLEANING SVCS	S	B	7	N	N	1		9,154	0	0	9,154	12/1/2017	O	11/30/2018	
4500292185	WELLS TECHNOLOGY INC 4885 WINDSOR CT NW BEMIDJI, MN 56601-7659 US	NOV VENDING	E	B	7	F	4	1	*	8,879	8,879	8,879	0	12/1/2017	C		12/1/2017
4500292290	HAGE CARPET CO INC 4661 COMMERICAL DR - PO BOX 335 NEW HARTFORD, NY 13413 US	CARPET FURNISH DELIVER AND INSTALL 305 SQ YDS	E	B	7	N	N	1		8,739	0	0	8,739	12/5/2017	O	1/15/2018	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O \ C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500292319	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION EQUIPMENT	E	B	5	F	N	3		8,737	8,380	8,380	357	12/6/2017	O	3/6/2018	
4500292368	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL DEC 2017	E	B	7	F	N	1	*	5,063	5,063	5,063	0	12/7/2017	C		12/7/2017
4500292432	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	MISC. TOOLS	E	B	7	F	4	1		5,844	0	0	5,844	12/11/2017	C		12/18/2017
4500292766	ADVANCED CONTROL SYSTEMS INC 2755 NORTHWOODS PKWY PEACHTREE CORNERS, GA 30071-1533 US	PANEL EQUIPMENT	E	B	5	F	N	3		13,054	0	0	13,054	12/20/2017	C		12/22/2017
4500292800	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL, DIESEL	E	B	7	F	N	1	*	5,283	5,283	5,283	0	12/20/2017	C		12/20/2017
4500292817	SNAP-ON INDUSTRIAL A DIVISION OF IDSC HOLDINGS LLC 21755 NETWORK PL CHICAGO, IL 60673-1217 US	EMERGENCY TOOLSET	E	B	5	F	N	3		12,899	0	0	12,899	12/21/2017	C		12/28/2017
4500292845	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 106 DESPATCH DR - STE 2 EAST ROCHESTER, NY 14445-1448 US	MISC GRAINGER ITEMS	E	B	5	F	4	1		5,811	0	0	5,811	12/27/2017	O	1/10/2018	
4500292856	MCMASTER-CARR SUPPLY CO PO BOX 7690 CHICAGO, IL 60680 US	LOCK STORAGE AND ORGANIZATION	E	B	5	F	N	3		6,123	6,001	6,001	122	12/21/2017	C		12/28/2017
4500292884	SUPERIOR PLUS ENERGY SERVICES INC DBA GRIFFITH ENERGY 1870 WINTON RD S - STE 200 ROCHESTER, NY 14618-3960 US	FUEL, HEATING OIL	E	B	7	F	N	1		5,231	5,222	5,222	9	12/26/2017	C		12/26/2017
4600002929	CASELLA WASTE SERVICES PO BOX 5195 POTSDAM, NY 13676 US	REFUSE SERVICES	S	B	8	N	N	1		400,000	254,623	95,420	145,377	4/1/2015	O	3/31/2018	
4600002961	FUSION BABBITTING CO INC 4540 W BURNHAM ST MILWAUKEE, WI 53219 US	REFURBISH THRUST SHOE SEGMENTS	S	B		F	N	3		225,000	136,800	68,400	88,200	8/3/2015	O	8/2/2018	
4600003087	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	PORTABLE FIRE EXTINGUISHER SERVICES	S	B	5	N	N	4		12,000	1,686	0	10,314	1/13/2016	C		1/12/2017
4600003175	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	TRANSMISSION HARDWARE	E	B		N	N	1		500,000	166,114	82,114	333,886	5/29/2016	O	5/28/2019	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	FRT	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
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	302,176	237,449	2,197,824	6/28/2016	O	6/27/2019	
4600003179	THE INSPECTOR LLC 5390 STATE ROUTE 11 BURKE, NY 12917-2501 US	ELECTRICAL INSPECTIONS	S	B	5	N	N	1		14,500	1,700	950	12,800	6/20/2016	C		6/19/2017
4600003239	STRATEGIC RESPONSE INITIATIVES LLC 44 DALLIBA AVE STE 204 WATERVLIET, NY 12189-4017 US	STL MACHINE GUARDING OF TURBINE SHAFTS	S	2	8	N	2	1		200,000	44,600	39,600	155,400	11/17/2016	C		3/8/2017
4600003268	AMERICAN VETERAN ENTERPRISE TEAM LLC - JASON L AMBROSINO 855 GREEN CORNERS RD AMSTERDAM, NY 12010-8508 US	AMERICAN LOCKS FOR CPP1	E	B	8	F	2	2		250,000	89,045	89,045	160,955	1/13/2017	O	1/12/2022	
4600003274	PLATTSBURGH QUARRIES INC PO BOX 825 PLATTSBURGH, NY 12901 US	AGGREGATE	E	B	7	N	N	2		15,000	0	0	15,000	2/10/2017	C		5/19/2017
4600003282	N C C SYSTEMS INC PO BOX 670 POTSDAM, NY 13676 US	FIRE EXTINGUISHER SERVICES 2017	S	B	5	F	1	1		32,000	30,162	30,162	1,838	5/22/2017	C		10/30/2017
4600003333	MABEY INC 218 N RANDOLPHVILLE RD PISCATAWAY, NJ 08854-3127 US	DURA BASE COMPOSITE MATTING	E	B		F	N	2		250,000	58,300	58,300	191,700	7/28/2017	O	7/27/2020	
		STL TOTALS								8,236,488	3,620,135	3,022,876	4,616,353				

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TOTAL NUMBER OF CONTRACTS	179
TOTAL CONTRACT VALUE	$8,236,488
TOTAL EXPENDED TO DATE	$3,620,135
TOTAL EXPENDED IN REPORT YEAR	$3,022,876

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	40
TOTAL NUMBER CLOSED CONTRACTS	139

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	166
TOTAL NUMBER SOLE SOURCE	6
TOTAL NUMBER SINGLE SOURCE	3
TOTAL NUMBER COMP SEARCH	1
TOTAL NUMBER MWBE/SBE	3

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	1
TOTAL NUMBER EQUIP/GOODS/COMMODITY	152
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	0
TOTAL NUMBER OTHER NON PERSONAL SERVICES	26

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TOTAL NUMBER OF CONTRACTS	2822
TOTAL CONTRACT VALUE	$5,215,880,622
TOTAL EXPENDED TO DATE	$2,065,385,863
TOTAL EXPENDED IN REPORT YEAR	$615,159,792

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	1373
TOTAL NUMBER CLOSED CONTRACTS	1449

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	2320
TOTAL NUMBER SOLE SOURCE	198
TOTAL NUMBER SINGLE SOURCE	180
TOTAL NUMBER COMP SEARCH	84
TOTAL NUMBER MWBE/SBE	40

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	64
TOTAL NUMBER CONSTRUCTION	212
TOTAL NUMBER EQUIP/GOODS/COMMODITY	1354
TOTAL NUMBER LEGAL SERVICES	38
TOTAL NUMBER PERSONAL SERVICES	410
TOTAL NUMBER OTHER NON PERSONAL SERVICES	744

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	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	1	$15,340,263	$15,340,263	$569,970	$0	4/1/1994		3/31/2019	
FD-1990-34	Northville Industries Corp. NIC 25 Melville Park Road Melville NY 117470398	Oil Storage Agreement	E	1		N	N	1	$4,648,915	$4,648,915	$141,083	$0	10/1/1993		3/31/2019	
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	11/1/2002		*	
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	4/22/2003		*	
FD-2003-10	BP Energy Company 201 Helios Way Houston TX 77079	NAESB Agreement for Natural Gas	E	B		F	N	32	$210,943,080	$210,943,080	$1,703,088	$0	10/1/2004		*	
FD-2003-12	Exelon Generation Company, LLC 1310 Point Street Baltimore MD 21231	NAESB Agreement for Natural Gas	E	B		F	N	32	$55,860,651	$55,860,651	$0	$0	6/9/2003		*	
FD-2003-13	Merrill Lynch Commodities, Inc. 20 East Greenway Plaza Houston TX 77046	NAESB Agreement for Natural Gas	E	B		F	N	32	$1,716,409	$1,716,409	$1,716,409	$0	11/1/2003		*	
FD-2003-14	Colonial Energy Inc. 3975 Fair Ridge Drive Fairfax VA 22033	NAESB Agreement for Natural Gas	E	B		F	N	32	$514,344,678	$514,344,678	$7,187,597	$0	7/1/2003		*	
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	7/11/2003		*	
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	$84,192,427	$84,192,427	$6,137,916	$0	4/1/2004		*	
FD-2005-12	NJR Energy Services Co 1415 Wyckoff Road Wall NJ 07719	NAESB Agreement for Natural Gas	E	B		F	N	32	$435,809,636	$435,809,636	$11,940,413	$0	9/1/2005		*	
FD-2007-10	Eastern Generation, LLC 18-01 20th Avenue Astoria NY 11105	Oil Delivery Labor Fees	E	1		N	N	1	$60,771	$60,771	$0	$0	7/1/2006		*	
FD-2008-05	Sequent Energy Mgmt LP 1200 Smith Street Houston TX 77002	NAESB Agreement for Natural Gas	E	B		F	N	32	$36,595,661	$36,595,661	$29,835	$0	3/1/2008		*	
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	7/1/2008		*	
FD-2008-09	Con Edison 4 Irving Place New York NY 10003	LDC Agreement	E	1		N	N	1	$26,155,765	$26,155,765	-$120,889	$0	8/1/2008		6/30/2019	
FD-2008-10	United Energy Trading, LLC 215 Union Boulevard Lakewood CO 80228	NAESB Agreement for Natural Gas	E	B		F	N	32	$158,345,320	$158,345,320	$0	$0	11/19/2008		*	
FD-2009-07	Conoco Phillips Company 600 North Dairy Ashford Houston TX 77079	NAESB Agreement for Natural Gas	E	1		F	N	32	$43,735,289	$43,735,289	$5,559,310	$0	5/1/2009		*	

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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	$10,153,835	$10,153,835	$7,488,075	$0	12/1/2009		*	
FD-2010-02	ENSTOR Energy Services, LLC 20329 State Highway 249 Houston TX 77070	NAESB Agreement for Natural Gas	E	B		F	N	32	$17,980,674	$17,980,674	$280,640	$0	8/9/2010		*	
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	$193,728,773	$193,728,773	$8,893,473	$0	6/1/2011		*	
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	12/1/2011		*	
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	$2,503,092	$0	4/18/2012		*	
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	$38,198,810	$38,198,810	$24,160	$0	11/13/2012		*	
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	$37,608,208	$37,608,208	$13,394,622	$0	5/28/2013		*	
FD-2014-08	Spark Energy Gas, LLC 12140 Wickchester Lane Houston TX 77079	NAESB Agreement for Natural Gas	E	B		F	N	32	$280,938,706	$280,938,706	$39,248,911	$0	2/1/2014		*	
FD-2014-12	EQT Energy, LLC 625 Liberty Ave Pittsburgh PA 15222-3111	NAESB Agreement for Natural Gas	E	B		F	N	32	$144,531	$144,531	$36,285	$0	5/1/2014		*	
FD-2014-16	Pacific Summit Energy LLC 2010 Main Street Irvine CA 92614	NAESB Agreement for Natural Gas	E	B		F	N	32	$46,633,285	$46,633,285	$8,486,357	$0	8/11/2014		*	
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	3/2/2015		*	
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	$38,098,914	$38,098,914	$19,852,047	$0	8/14/2015		*	
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	$93,730	$0	10/1/2015		*	
FD-2015-10	Direct Energy Business Marketing, LLC 194 Wood Ave South Iselin NJ 08830	NAESB Agreement for Natural Gas	E	B		F	Y	32	$1,156,058	$1,156,058	$346,560	$0	12/14/2015		*	
FD-2016-01	Saybolt LP P.O. Box 844640 Dallas TX 752844640	Oil Inspection Agreement	P	B		N	N		$9,006	$9,006	$9,006	$0	1/1/2017	O	12/31/2019	
FD-2016-02	Astoria Energy II LLC 1710 Steinway Street Astoria NY 11105	AEII Demand Charges	E	1		N	N	1	$10,831	$10,831	$6,241	$0	5/1/2016	O	4/30/2019	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	CONTRACT BALANCE	DATE OF CONTRACT	O\C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FD-2016-05	Transco P.O. BOX 201371 Houston TX 77216	Firm Gas Transportation Agreement	E	1		F	N	1	$1,173,626	$1,173,626	$1,173,626	$0	4/1/2017	O	3/31/2018	
FD-2016-07	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Flynn)	E	1		N	N	1	$967,531	$967,531	$967,531	$0	4/1/2017	O	3/31/2018	
FD-2017-01	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement	E	1		N	N	1	$1,763,231	$1,763,231	$1,763,231	$0	6/1/2017	O	5/31/2018	
FD-2017-02	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood)	E	1		N	N	1	$757,436	$757,436	$757,436	$0	6/1/2017	O	5/31/2018	
FD-2006-09	Transco P.O. BOX 201371 Houston TX 77216	Firm Gas Transportation Agreement	E	1		F	N	1	$16,642,323	$16,642,323	$384,809	$0	8/4/2006	C		3/31/2017
FD-2015-04	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Flynn)	E	1		N	N	1	$3,471,497	$3,471,497	$236,106	$0	1/1/2015	C		3/31/2017
FD-2014-14	National Grid - NY 1 Metrotech Centre Brooklyn NY 11201	LDC Agreement	E	1		N	N	1	$5,386,764	$5,386,764	$926,994	$0	5/30/2014	C		5/31/2017
FD-2014-15	National Grid - LI 100 East Old Country Road Hicksville NY 11801	LDC Agreement (Brentwood)	E	1		N	N	1	$1,200,619	$1,200,619	$72,463	$0	5/30/2014	C		5/31/2017
FS-1994-17	Merrill Lynch Commodities, Inc. 20 East Greenway Plaza Houston TX 77046	NAESB Agreement for Natural Gas	E	B		F	N	32	$276,520,337	$276,520,337	$496,431	$0	7/1/1994	C		6/30/2017
		FUELS TOTALS							3,353,675,670	3,353,675,670	142,306,556	0				

NOTE:

* Contract continues until terminated by NYPA or Counterparty upon specified notice.

TOTAL NUMBER OF CONTRACTS	42
TOTAL CONTRACT VALUE	$3,353,675,670
TOTAL EXPENDED TO DATE	$3,353,675,670
TOTAL EXPENDED IN REPORT YEAR	$142,306,556

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	37
TOTAL NUMBER CLOSED CONTRACTS	5

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	28
TOTAL NUMBER SOLE SOURCE	14
TOTAL NUMBER SINGLE SOURCE	0
TOTAL NUMBER COMP SEARCH	0
TOTAL NUMBER MWBE/SBE	0

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	0
TOTAL NUMBER EQUIP/GOODS/COMMODITY	41
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	1
TOTAL NUMBER OTHER NON PERSONAL SERVICES	0

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

PROVIDER NAME	CONTRACT DESCRIPTION	TYPE	MOA	RNA	OPA	MWBE	BIDS	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2017	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			515,231	515,231	13,157	-	2/24/1998	O	*	
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee- Commercial Paper	S	C	9	N			229,607	229,607	18,806	-	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			1,892,269	1,892,269	109,522	-	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	-	-	6/26/2008	O	*	
Citigroup 390 Greenwich Street New York, NY 10013	Re-marketing Agent CP-2	S	C	9	N			1,095,312	1,095,312	70,252	-	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			1,107,844	1,107,844	38,100	-	12/4/1997	O	*	
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing EMCP	S	C	9	N			941,514	941,514	5,601	-	3/4/2003	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-2	S	C	9	N			327,403	327,403	43,488	-	6/28/2001	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-3	S	C	9	N			641,606	641,606	10,982	-	12/4/1997	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Escrow Agent POCR/CASP & LMEI Funds	S	C	9	N			558,845	558,845	3,000	-	5/30/1996	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit 2015	S	C	9	N		2	8,139,333	6,175,464	1,274,333	1,963,869	1/15/2015	O	1/19/2018	
Morgan Stanley 1221 Avenue of the Americas New York, NY 10020	Re-marketing Agent CP-1	S	C	8	N		7	450,543	450,543	31,780	-	3/31/2009	O	*	
RBC Capital Markets ** 1211 Avenue of the Americas New York, NY 10036	Re-marketing Agent CP-1	S	C	9	N			728,305	728,305	51,688	-	7/14/1994	O	*	
	FINANCE TOTALS							16,638,587	14,674,718	1,670,710	1,963,869				

NOTES:

* Contract continues until terminated by NYPA or Counterparty upon specified notice

** Expense History only available from 1997

TOTAL NUMBER OF CONTRACTS	13
TOTAL CONTRACT VALUE	$16,638,587
TOTAL EXPENDED TO DATE	$14,674,718
TOTAL EXPENDED IN REPORT YEAR	$1,670,710

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	13
TOTAL NUMBER CLOSED CONTRACTS	0

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	0
TOTAL NUMBER SOLE SOURCE	0
TOTAL NUMBER SINGLE SOURCE	0
TOTAL NUMBER COMP SEARCH	13
TOTAL NUMBER MWBE/SBE	0

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0
TOTAL NUMBER CONSTRUCTION	0
TOTAL NUMBER EQUIP/GOODS/COMMODITY	0
TOTAL NUMBER LEGAL SERVICES	0
TOTAL NUMBER PERSONAL SERVICES	0
TOTAL NUMBER OTHER NON PERSONAL SERVICES	13

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF PROCUREMENT CONTRACTS
REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

TOTAL NUMBER OF CONTRACTS	2877
TOTAL CONTRACT VALUE	$8,586,194,879
TOTAL EXPENDED TO DATE	$5,433,736,251
TOTAL EXPENDED IN REPORT YEAR	$759,137,058

STATUS SUMMARY

TOTAL NUMBER OPEN CONTRACTS	1423
TOTAL NUMBER CLOSED CONTRACTS	1454

METHOD OF AWARD SUMMARY

TOTAL NUMBER COMP BID	2348
TOTAL NUMBER SOLE SOURCE	212
TOTAL NUMBER SINGLE SOURCE	180
TOTAL NUMBER COMP SEARCH	97
TOTAL NUMBER MWBE/SBE	40

COMMITMENT TYPE SUMMARY

TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	64
TOTAL NUMBER CONSTRUCTION	212
TOTAL NUMBER EQUIP/GOODS/COMMODITY	1395
TOTAL NUMBER LEGAL SERVICES	38
TOTAL NUMBER PERSONAL SERVICES	411
TOTAL NUMBER OTHER NON PERSONAL SERVICES	757

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 offerer over another that can supply the goods or services.

G. "**Sole Source**" refers to a procurement in which only one offerer 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.

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, PROGRAM MANAGER DIRECTOR or SENIOR DIRECTOR	TO	$500,000	TO	$250,000		TO	$125,000
REGIONAL MANAGER	TO	$1,000,000	TO	$500,000		TO	$250,000
VICE PRESIDENT	TO	$2,000,000	TO	$750,000		TO	$500,000
SENIOR VICE PRESIDENT	TO	$3,000,000	TO	$1,000,000	[3]	TO	$1,000,000
CHAIR, PRESIDENT or EXECUTIVE VICE PRESIDENT	TO	$6,000,000	TO	$6,000,000		TO	$6,000,000
TRUSTEES [4]	OVER	$6,000,000	OVER	$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.**

(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 requires 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.**
- **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.**

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., PROGRAM MGR., DIRECTOR or SENIOR DIRECTOR	TO	$100,000	TO	$50,000	TO	$50,000
REGIONAL MANAGER	TO	$200,000	TO	$100,000	TO	$50,000
VICE PRESIDENT	TO	$500,000	TO	$250,000	TO	$125,000
SENIOR VICE PRESIDENT	TO	$1,000,000	TO	$500,000	TO	$250,000
CHAIR, PRESIDENT or EXECUTIVE VICE PRESIDENT	TO	$2,000,000	TO	$1,000,000	TO	$500,000
TRUSTEES [3]	OVER	$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.**

(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 – ENTERPRISE SHARED SERVICES	Real Estate Transactions	TO	$3,000,000
SVP – HR & ENTERPRISE SHARED SERVICES	Real Estate/Fleet Transactions	TO	$5,000,000
VP – SSM	Procurement Contracts	TO	$20,000,000
CHAIR, PRESIDENT or EVP	Procurement Contracts	OVER	$20,000,000

(1) **Designees may include Facility Manager or Facility Superintendent in the absence of the Regional Manager. All designations must be in writing.**

(2) **Strategic Supply Management (SSM).**

"25 % RULE" for 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 $25,000 threshold. The memorandum shall be approved at the Vice President (VP) level in the associated department and forwarded to the VP, Strategic Supply Management (SSM) for approval or denial.

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 the 25% threshold. The memorandum shall be signed by the SVP or EVP for the associated department and forwarded to the VP, SSM for review prior to transmittal to the Chair, President or Executive Vice President for approval or denial. Cumulative change orders exceeding $500K for personal services contracts or exceeding $6 million for procurement and non-procurement contracts, require 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 funding in excess of the 25% threshold is received, any subsequent increase in funding requires an additional memorandum for the approval of the Chair, President or Executive Vice President, until either the Trustees' approval is obtained or the contract is rebid.

5. Typical bases for additional funding in excess of the 25% threshold 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 Procurement Guidelines). Under-estimating the scope of a contract or failure to rebid in a timely fashion are not acceptable reasons for increasing its value by more than 25%.

Title: Performance Improvement

Document Type:	Employee Policy
Document Number:	EP 4.2
Revision Date:	7/11/2017
Final Approver:	*Pizzo, Kristine* SVP HR & Enterprise Shared Services
Executive Owner:	Pollack, Rani Director HR & Employee Relations
Content Owner:	Bodolato, Diana Employee Relations Specialist

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Performance Improvement

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
7/11/2017	11	Uploaded information to a new format. This policy had ten (10) revisions under the old format. Explained the two formal methods used to support performance improvement: the performance review process and disciplinary action Expanded on the “Purpose and Scope” Detailed employee’s options if they disagree with a performance review or written discipline Explained that for “did not meet expectations” performance review ratings and disciplinary action, supervisors must work with a Human Resources Representative Added section describing that individual outcomes and resolutions are unique	N/A Multiple sections 1 5.1 5.1 5.2	Rani Pollack Director, HR & Employee Relations

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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 addresses supervisors' responsibilities and recommended actions to be taken when Management employees demonstrate job performance deficiencies at any time. There are two formal vehicles for communicating performance and/or conduct deficiencies once coaching and feedback have proven unsuccessful. Based on the merits of the situation, managers should use the performance review process and/or disciplinary action to alert the employee of the need for performance improvement. The goal of both types of communication is to modify the unacceptable behavior and improve performance and/or conduct. The policy is intended to outline the customary course of addressing performance and/or conduct issues; however, the use of such methods are considered on a non-discriminatory case by case basis and are at the supervisor's discretion.

2 APPLICABILITY

This policy applies to all Management employees.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Management- non-union employees

Human Resources ("HR") Representatives- Employee Relations, Site HR, HR Business Partners

4 RESPONSIBILITY

4.1 Responsibility and oversight of this policy resides with the approver unless otherwise noted herein.

4.2 Human Resources ("HR") representatives are available to guide management in effectively communicating and monitoring their employees' performance.

4.2 It is a supervisor's responsibility to clarify job performance expectations for his or her direct reports and address any perceived deficiencies. The manner in which this is done and the approach will vary by employee and situation. Below are the actions that may be taken by a supervisor when handling issues related to performance problems.

5 POLICY IMPLEMENTATION

5.1 Initial and Follow-Up Actions

5.1.1 When the supervisor identifies performance deficiencies of individuals on his or her staff, the supervisor should promptly address such issues with the employee and not wait for

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the year-end performance review. If necessary, performance and/or conduct concerns can be addressed using various methods including disciplinary action which may consist of a verbal, written, or final warning. However, such warnings need not be consecutive and the approach may vary based on the merits of the situation and management's discretion.

Managers should work with Human Resources Representatives when addressing performance deficiencies and when preparing disciplinary memos or other documentation as needed.

5.1.2 Human Resources Representatives are available to discuss the situation with the supervisor, to assist with improving performance deficiencies, and to provide guidance to the supervisor and employee at any point in this process, as appropriate. Collaboration between Employee Relations and supervisors is strongly encouraged if the employee has an overall year-end performance review rating of "Below Expectations," mandatory for "Does Not Meet Expectations," and/or if disciplinary action is being considered or issued to the employee.

5.1.3 If the employee has concerns with his or her performance review or written discipline, the employee may communicate:

- with his/her supervisor and/or up through his/her Business Unit's Senior Vice President or Executive Vice President;
- with Human Resources Representatives, or
- by writing a rebuttal which will be attached to the original document and maintained in the employee's personnel file

5.2 Individual Outcomes and Resolutions are Unique

The purpose of the performance improvement process is to help employees reach success in their roles. It is important to recognize that each situation is unique. How employees respond to performance feedback and how the supervisor handles the timeframe and outcome are based on the merits of the situation. Supervisors should partner closely with Human Resources when these situations arise.

6 VIOLATIONS

N/A

7 REFERENCES

N/A

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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 Other Year

9 ATTACHMENTS

N/A

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	7/11/2017
Executive Owner	Pollack, Rani	7/3/2017
Content Owner	Bodolato, Diana	7/3/2017

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NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

2018 Mission Statement and Strategic Plan

MISSION 1

VISION 1

VALUES 2

CORPORATE STRATEGIC GOALS 3

STRATEGIC INITIATIVES 4

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

MISSION

Our Mission is to …

> Power the economic growth and competitiveness of New York State by providing customers with low cost, clean, reliable power and the innovative energy infrastructure and services they value.

VISION

Our vision is an end-to-end digital Power Authority that enables a thriving New York State through the provision of sustainable, affordable energy, stewardship of the state's natural resources and leadership in innovative technologies and energy efficiency services.

1

VALUES

Integrity –We will operate at the highest level of honesty, ethical conduct, and public trust in all of our activities.

Safety –We will always strive to encourage and support an accident-free workplace for our employees.

Employee Development –We value our employees and will invest in their development.

Job Development –We will utilize our power resources to support the creation and retention of New York State jobs

Sustainability –We will manage all aspects of our business through the lens of sustainability, which holistically integrates business objectives with environmental and social concerns (i.e., the "triple bottom line" approach).

Clean Energy –We are committed to the efficient use of energy and promoting clean power supply technologies.

Stakeholder Management –We will aggressively build awareness of NYPA's Mission and purpose by cultivating positive relationships with our Stakeholders – customers, public officials, regulatory agencies, community representatives, and other opinion leaders – to ensure they support us and share in our commitment.

Financial Strength –We will maintain NYPA's financial strength so as to have the financial resources needed to fulfill our Mission.

CORPORATE STRATEGIC GOALS

Customer Success:

This goal is defined as making customer success our success.

Cost Leadership:

This goal is defined as continuing to manage the risk of electricity price volatility for the Authority's customers by ensuring that they enjoy the best value energy bill.

Innovation:

This goal is defined as leading the State in accelerating and innovating new technologies and business models that help create value for the Authority and its customers.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

STRATEGIC INITIATIVES

Customer Solutions:

Transforming the way NYPA engages with its customers.

Asset Management:

Ensuring NYPA has optimal understanding and visibility of our assets to make informed decisions with respect to the allocation of investments.

Smart Generation and Transmission:

Creating and maintaining a backbone of intelligent, flexible and resilient transmission and generation infrastructure.

Workforce Planning:

Creating a dynamic, engaged and upwardly mobile workforce of the future.

Knowledge Management:

Developing a flexible, creative and empowered workforce.

Process Excellence:

Optimizing process performance across the enterprise.

CUSTOMER PROMISES

- **Become the market leader for both energy efficiency and renewable energy services**
- **Offer the best deal, by far, in electricity commodity management for our supply customers**
- **Have the largest market share of new transmission and large scale renewable projects**
- **Lead in energy storage and electric vehicle infrastructure and services**

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Summary Results of 2017 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.	7			
b. Canal Corporation.	6	1		
2. The policies, practices and decisions of the Board are always consistent with the mission and purpose of:				
a. the Authority.	6	1		
b. Canal Corporation.	6	1		
3. Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	7			
4. The Board adopts and reviews annually policies, by-laws, and practices for the effective governance, management and operations of:				
a. the Authority.	7			
b. Canal Corporation.	7			
5. The Board sets clear and measurable performance goals that contribute to accomplishing its mission for the Authority:				
a. the Authority.	6	1		
b. Canal Corporation.	4	3		
6. The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.	5	2		
7. Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.	7			
8. Board members are knowledgeable about the programs, financial statements, reporting requirements, and other transactions of:				
a. the Authority.	3	4		
b. Canal Corporation.	2	5		
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	1		
b. Canal Corporation.	6	1		
10. The Board knows the statutory obligations and compliance status with laws applicable to:				
a. the Authority.	6	1		
b. Canal Corporation.	6	1		
11. Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	7			
12. Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.	5	2		
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	1		
14. The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.	6	1		
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.	7			
b. Canal Corporation	5	2		
16. Board members demonstrate leadership and vision and work respectfully with each other.	6	1		

Date Completed: __3/9/18_____

Exhibit 5a i-A
March 20, 2018

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

CEO Report

Gil Quiniones
President & Chief Executive Officer

March 20, 2018

NYPA has created 8 digital workflows to support our end-to-end digital transformation

UTILITY → CUSTOMER

Digital Plant & Field Work

- Resource management
- Work scheduling and status
- Mobile data access
- GIS-supported remote operations
- Wearables
- Electronic work package
- Engineering data management

Digital Asset Management

- Network-wide investment optimization
- Customer and grid scale asset information management
- Customer and grid-scale asset condition monitoring, analytics and dispatch
- Program performance management

iSOC

Digital Intelligent Grid

- Virtual grid modeling
- Substation automation
- Dynamic line rating
- Fault detection, isolation and restoration
- Intelligent grid devices
- Customer distributed energy resources integration

AGILe

Active Cyber Security

- Active cyber security monitoring, assessment and management
- Robotics process automation

Digital Enterprise Services

- Supply chain management
- Electronic billing
- Data services for employees
- Decision support

Digital Enterprise Risk Management

- Dynamic energy risk monitoring, assessment and management (operational and financial)

Digital Trading

- Decision support
- Commercial and Operations planning
- Support customer dispatch decisions
- Water and load forecasting
- Capacity bid optimization
- Blockchain-enabled transactions
- Customer-to-customer market making

Digital Energy Products & Customer Engagement

- Behind-the-meter monitoring, analytics, compliance, and dispatch
- Energy risk assessment and management
- Distributed energy resources support
- Customer device control (demand response)
- Beyond-the-electron data monetization and services
- Electric vehicle integration
- Digital channels (e.g. web, mobile, chat, etc.)
- Customer digital journey
- Energy procurement and bill pay
- Energy efficiency/ conservation

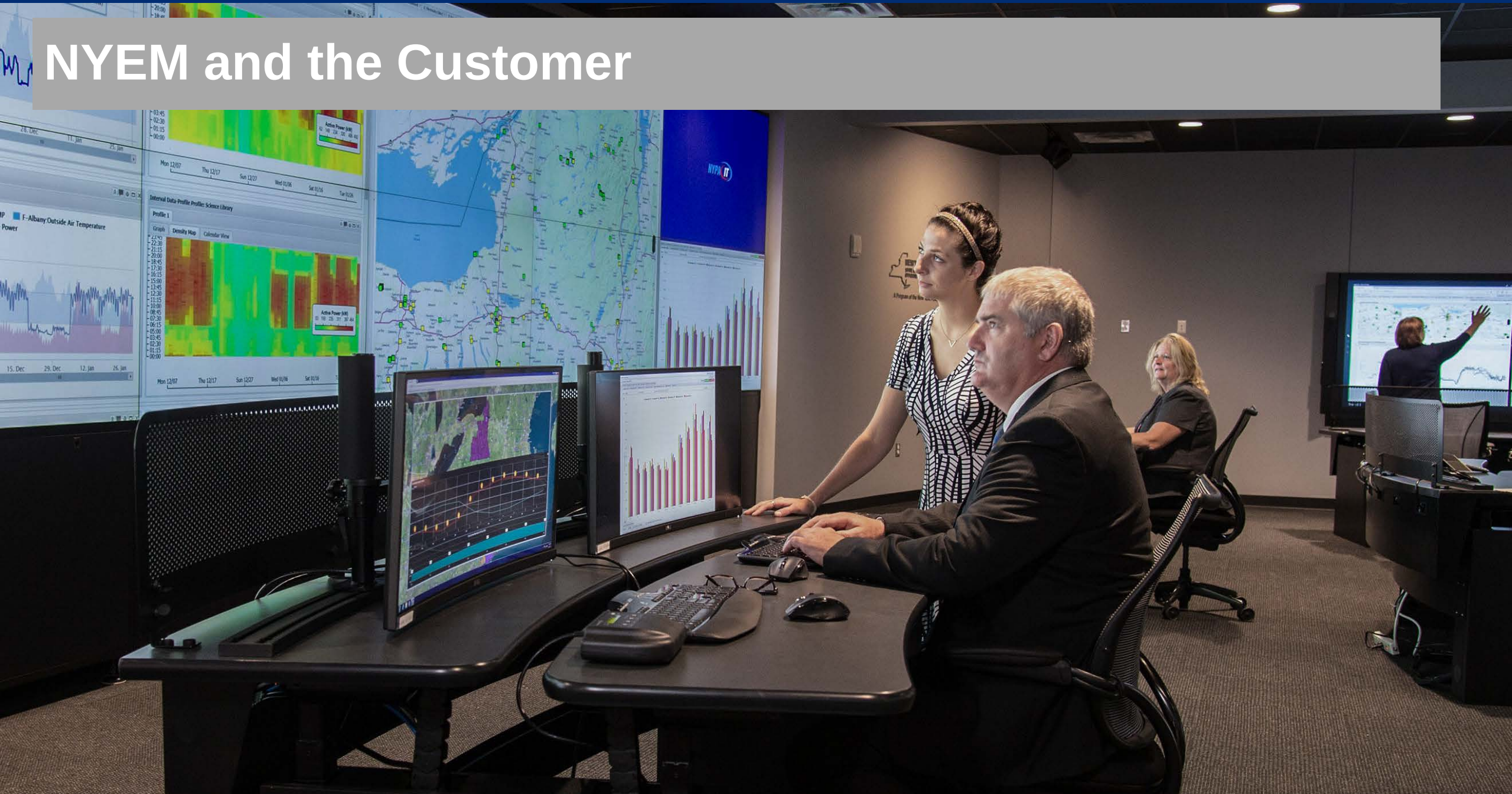
NYEM

DTO: Driving the Digital Strategy

The Digital Transformation Office will drive NYPA's transition to a digital utility

Asset Management and Smart G&T

NYEM and the Customer



NYPA Overall Performance February 2018

Goal	Measure	Year-To-Date 2018 Status	Target	Actual
Maintain Infrastructure	Generation Market Readiness *(%)*	▲	99.40	**99.79**
	Transmission System Reliability *(%)*	▲	94.25	**95.84**
Financial Management	Debt Coverage *(Ratio)*		2.50*	
	O&M Budget Performance *($ Millions)*	▲	76.2	**71.0**
Energy Services	MMBTU's Saved	▲	44.5	**50.2**
	Energy Efficiency Investment in State Facilities *($ Millions)*	▲	11.0	**16.8**
Workforce Management	Retention *(# of Touchpoints)*		225*	
Safety Leadership	DART Rate *(Index)*	▬	0.78	**1.39**
Environmental Responsibility	Environmental Incidents *(Units)*	▲	5	**3**

*Quarterly measure

Corporate Performance

Status	
▲	Meeting or Exceeding Target
▬	Below Target
●	Significantly Below Target

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

NEW YORK
STATE OF
OPPORTUNITY.
NY Power
Authority
Canal
Corporation

Exhibit 5b i-A
March 20, 2018

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

NYPA | NYCC Risk Management

Soubhagya Parija

Chief Risk Officer, Senior Vice President

Risk Management Success Stories

Commodity Operations

Integrated View of Portfolio
- Energy Commodity Risk Management System Implementation
  - Portfolio level risk management

Portfolio Optimization
- Insights to asset competitiveness through asset cost analysis and benchmarking

Generation and Transmission

ISO 55000 Certification Support
- Enhanced understanding of assets
  - Operations Risk workshop conducted at site

Enterprise Portfolio Management
- Developed project risk scoring methodology

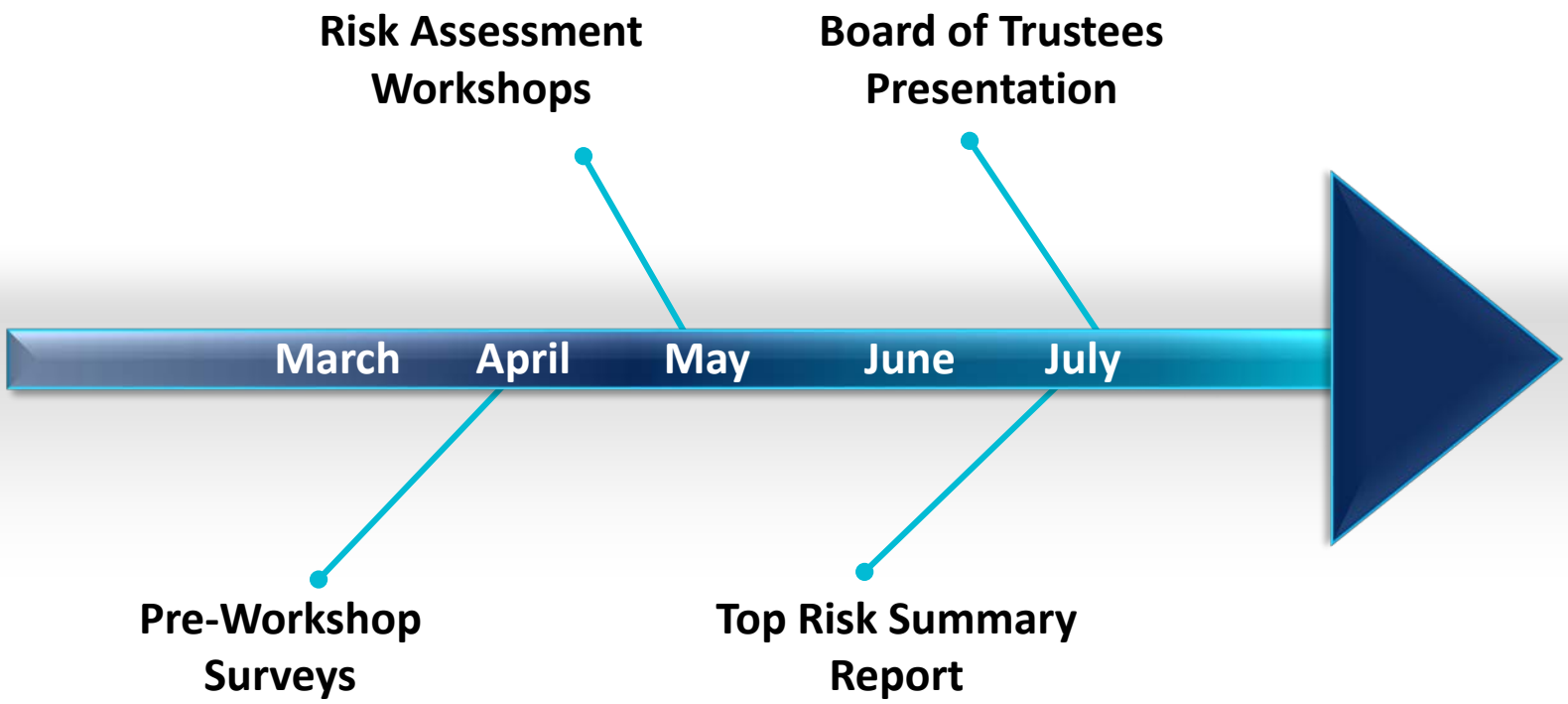
Customer Success

New York City Government Customers
- Developed risk informed negotiation strategy

ReCharge NY Customers
- Assisted in developing templates to communicate and manage risks

- Risk is engaged across all areas of NYPA
- Continued advancement of portfolio analytics and optimization
- Focused on value added activities for customers

2018 NYPA Risk Assessment Plan



Ensure optimal resource allocation and minimize adverse impacts

- Includes broad participation and diverse perspectives
- Ensure alignment with strategic objectives

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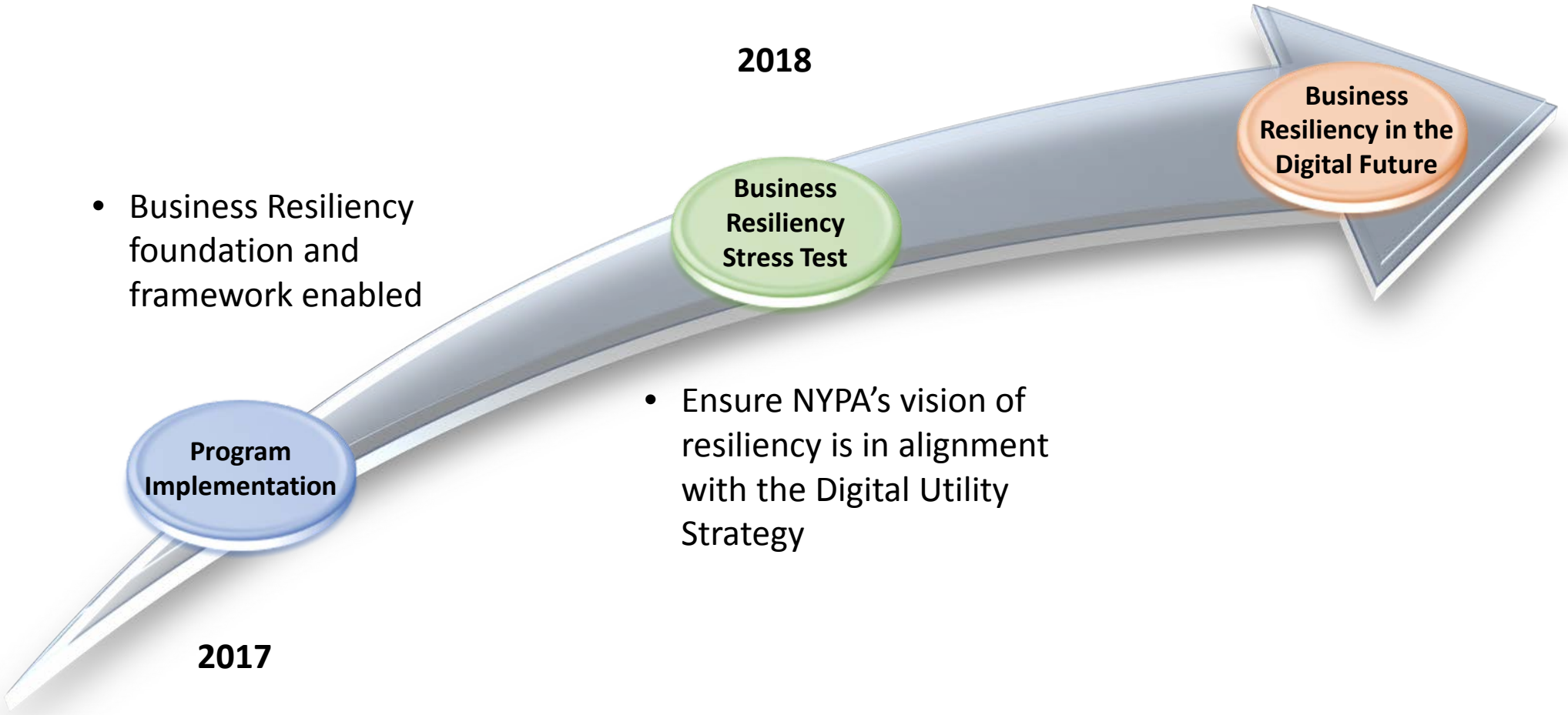
Business Resiliency Stress Testing



- Business Resiliency foundation and framework enabled

- Ensure NYPA's vision of resiliency is in alignment with the Digital Utility Strategy

- Improved resiliency enables NYPA to accept higher levels of risk

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Exhibit 5c i-A
March 20, 2018

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Chief Financial Officer Report

March 20, 2018

Year to date February 28, 2018 – Variance from Budget

($) in Millions

Budgeted YTD Net Income	**$ 10.5**
Margins - Transmission	5.4
Margins – Energy	(4.8)
Operating Expenses	12.2
Non-Operating (primarily mark to market)	(6.3)
Actual YTD Net Income	**$ 17.0**

Exhibit 5c ii-A
March 20, 2018

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

Board of Trustees Meeting

Utility Operations Report

Joseph F. Kessler, P.E.
EVP & Chief Operating Officer

May 25, 2018

Path to Digitization…

First end-to-end digital utility – allowing greater insight into energy supply and demand; lowers costs through better energy management; and new technology to improve energy productivity.

Asset Management

- SAMP
- Data Analytics
- iSOC

Intelligent Grid

- Communications Backbone
- Sensor Deployment
- Energy Control Center Redundancy
- MA 1 & 2 Rebuild
- Marcy CSC

Plant & Field Work

- Control Room Upgrade (STL)
- Control Room Upgrade (BG)
- Niagara Controls
- STL Headgate Automation
- Digital Worker
- Drone Program

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

Path to Digitization – NYPA's Drone Program

- Drone Program successfully launched at NYPA
- Additional three UAV's are being procured
- Operator training scheduled for April
- NYPA policy preparation in progress

Aeryon Labs Inc.

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

Emergency Management

- Ongoing Puerto Rico recovery efforts
- Winter storm response and Nor'easter power outages
  - NYPA's infrastructure not impacted
  - NYPA provided assistance under the NY Utilities Mutual Assistance agreement
  - NYPA coordinated municipal crews from NC, SC, OH & MI through the Mutual Agreement with American Public Power Association
  - NYPA coordinated municipal crews from Ontario, Canada to assist NY Utilities.

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Exhibit 5c iv-A
March 20, 2018

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

Commercial Operations Report

Paul Belnick, SVP Commercial Operations

March 20, 2018

Commercial Ops: Wholesale

	Year to Date - February		
in twh	Actual	Budget	
Customer Usage	4.2	4.2	0%
in twh			
Generation	4.4	5.0	12%

	Year to Date - February		
in $/mwh	Actual	Budget	
Electric Prices	$ 57.75	$ 48.35	19%
in $/mmbtu			
Fuel Prices *(unit cost of fuel)*	$ 8.70	$ 6.34	37%

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Commercial Ops: Economic Development

Project & Business Development

- An application for approval to build the Moses-Adirondack Rebuild Project ("Smart Path") will be filed with the PSC at the end of March.

Economic Development

Recharge NY: 767 MW out of 910 MW allocated

All programs: 399,530 jobs, $34.6 Billion capital committed

*data as of February 28, 2018

Commercial Ops: Customer

Year to Date - February

in $ millions	Actual	Budget	
Customer Investments	*29.6*	*21.3*	39%
in $ millions			
Net NYPA Revenues	**2.2**	**1.8**	22%
in $ millions			
Operating Expenses*	**4.3**	**4.5**	4%

***Does not include outstanding project claims**

Installation of LED lighting with controls and Energy Management Systems at MTA NYC Transit Grand Ave Bus Depot & Central Maintenance Facility

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

Commercial Ops: Customer

Governor Cuomo's Smart Street Lighting NY Program

Launch Video

Energy Efficiency Programs – Award Energy Efficient Street Lighting Contracts

Discussion

- ❑ Request for Proposal advertised in November 2017
- ❑ 13 proposals received
- ❑ 2 firms identified as best value

Summary

- ❑ Two-year contract term with optional one year extension
- ❑ Aggregate amount of $10 million
- ❑ Funding recovery from program participants, except certain grants

City of White Plains
LED Street Lighting

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Exhibit 5c vi-A
March 20, 2018

Applicants Recommended for an Award of Fund Benefits by the NNY Proceeds Allocation Board

Line	Business	City	County	Economic Development Region	Project Description	Project Type	Recommended Award Amount	Total Project Cost	Jobs Retained	Jobs Created
1	St. Lawrence Zinc Co., LLC	Gouverneur	SLC	North Country	Regional employee mining certification program	Workforce Development	$330,000	$1,234,680	-	60
						Total:	**$330,000**	**$1,234,680**	**-**	**60**

Total Jobs Created & Retained: 60

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Exhibit 5c vi-B
March 20, 2018

Criteria adapted from the "Board Procedures, and Board Policies Relating to the Review of Applications for Fund Benefits", adopted by the Northern New York Power Proceeds Allocation Board

1. The extent to which an award of Fund Benefits would be consistent with the strategies and priorities of the North Country Regional Economic Development Council ("NCREDC"). Such strategies and priorities include the following:
    - Energize our communities by building on growth in the aerospace, transit equipment, defense, biotech, energy, and manufacturing industries
    - Leverage our gateway to Canada, the nation's largest trading partner, to lead the State in global investment
    - Attract and nurture entrepreneurs through innovation to catalyze the highest per capita rate of small business start-ups and expansions in the state
    - Invest in community development infrastructure that expands opportunities and capacity
    - Innovate effective rural healthcare and education delivery networks
    - Elevate global recognition of the region as one of the special places on the planet to visit, live, work and study
    - Activate tourism as a driver to diversify our economies by creating demand to accelerate private investment
    - Invest in agriculture as we help feed the region and the world
    - Create the greenest energy economy in the state
2. Whether the eligible project would occur in the absence of an award of Fund Benefits.
3. The extent to which an award of Fund Benefits will result in new capital investment in the State by the eligible applicant and the extent of such investment.
4. Other assistance the eligible applicant may receive to support the eligible project.
5. The type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the eligible applicant were to receive an award of Fund Benefits.
6. The eligible applicant's payroll, salaries, benefits and number of jobs at the eligible project for which an award of Fund Benefits is requested.
7. Where applicable, the number of jobs that will be created or retained within St. Lawrence County and any other parts of the State in relation to the requested award of Fund Benefits, and the extent to which the eligible applicant will agree to commit to creating or retaining such jobs as a condition to receiving an award of Fund Benefits.
8. Whether the eligible applicant is at risk of closing or curtailing facilities or operations in St. Lawrence County and other parts of the State, relocating facilities or operations out of St. Lawrence County and other parts of the State, or losing a significant number of jobs in

St. Lawrence County and other parts of the State, in the absence of an award of Fund Benefits.[1]

9. The significance of the eligible project that would receive an award of Fund Benefits to the economy of the area in which such eligible project is located.
10. For new, expanded and/or rehabilitated facilities, the extent to which the eligible applicant will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving an award of Fund Benefits.[2]

[1] Job creation and retention are key indicators of economic activity. However, the Allocation Board recognizes that certain investments may increase productivity and revitalize areas without immediately increasing permanent employment. Therefore, job creation/retention commitments will be emphasized primarily in the Business Investment Track. While job creation and retention may not be a significant factor for other Tracks, demonstration of economic development benefits to the Region will generally be considered favorably when assessing applications under all Tracks.

[2] As provided for in Economic development Law § 197-c(4), many of the criteria are adapted from criteria used in determining eligibility for Expansion Power, Replacement Power and Preservation Power under Public Authorities Law ("PAL") § 1005(13). Certain criteria identified in PAL § 1005(13) are relevant to power allocations under these programs and do not have any logical application to the allocation of Fund Benefits. Therefore, the Board does not expect to use these criteria to evaluate applications for Fund Benefits.

Exhibit 5c vi-C
March 20, 2018

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT A

Applicant Name:	St. Lawrence Zinc Co., LLC ("SLZ")	REDC Region:	North Country
Project Type:	Training & Workforce Development	County:	St. Lawrence
Industry:	Zinc mining	Locality:	Gouverneur
Amount Requested:	$370,404	Start Date:	4/1/18
		Finish Date:	12/31/18

RECOMMENDED OFFER

Recommended Total Award:	$330,000
Total Project Cost:	$1,234,680
% of Project Cost Recommended:	27%

PROJECT BUDGET (Proposed by Applicant)

Use of funds	Amount	Source of Funds	Amount
Salaries & Wages	$1,063,680	NNY EDF	$370,404
Supplies / Materials	$15,420	Company Equity	$814,276
Equipment Utilization Costs	$155,580	Workforce Dev. Institute (WDI)	$50,000
Total:	**$1,234,680**	**Total:**	**$1,234,680**

REGIONAL IMPACT MEASUREMENTS

Job Commitments:	The Funding Track under which the application was submitted does not require job-related commitments.
Average Salary of Jobs:	n/a
Indirect Jobs Created	n/a
Other Impact	

PROJECT DESCRIPTION (Adapted from Application)

SLZ is seeking funds to establish a training program to allow regionally available labor to be hired, trained, and put to work as part of SLZ's workforce at a mine located in St. Lawrence County that SLZ recently purchased. Training will consist of ten sessions, comprised of six employees each at 40 hours per week for 13 weeks, until up to 60 employees are trained. SLZ plans to contract with DUMAS Mining ("DUMAS"), a highly qualified full service mining contractor with experience providing training programs in North and Latin America, to deliver the necessary training. Candidates will be employed by DUMAS during their training session. Upon completion of the program, candidates will have earned their MSHA 5000-23 training certification and transition from DUMAS to SLZ employees.

OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED

Workforce Dev. Institute (WDI) SLCIDA Sales Tax Exemption	$50,000 Up to $80,000	Preservation Power Allocation	4,000 kW

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT A

PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED		
TYPE	**AMOUNT**	**STATUS**
N/A	$	

BASIS FOR RECOMMENDATION

Given the Canadian origin of its parent firm (Titan Mining), this project supports foreign direct investment in New York State. SLZ plans to hire 180 workers when it reaches full operation later this year, including 60 local employees trained as certified underground miners through this project to replace contract employees currently working in the mine. Local candidates are being drawn from labor pools that include displaced manufacturing workers (unemployed, underemployed), and military veterans. In the absence of training local employees to serve as underground miners, SLZ would use contract miners from outside of St. Lawrence County and New York State to meet production needs, which would risk the profitability and longevity of the mine. SLZ indicates that these employees will be offered a living wage, medical, vision, dental, disability, life insurance, paid vacation and retirement benefits.

Restarting the mine will have positive economic impacts in the region through company supplies and service purchases, the creation of local jobs, and support of local businesses by the 180 new employees.

The project aligns well with the NCREDC strategies and priorities, which in part include energizing communities by building on growth in manufacturing industries and leveraging gateways to Canada.

ANTICIPATED DISBURSEMENT TERMS

Fund Benefits will be used to reimburse the applicant for costs associated with the underground miner certification training of up to 60 local employees, determined by successful completion of one of the 13-week training programs offered by DUMAS at the site and transition to direct employment with SLZ.

It is anticipated that funds will be disbursed in arrears and on a per trainee basis upon verification that these workers have been successfully employed by the applicant as evidenced by such documentation NYPA may require and verifying project expenditures associated with each of the ten planned training sessions.

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 (CES)

to

CITIGROUP TECHNOLOGY, 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 Citigroup Technology, Inc. ("Customer"), having facilities at 580 Crosspoint Parkway, Getzville, NY, 14068. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 750 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Citigroup Technology, Inc.
580 Crosspoint Parkway
Getzville, NY, 14068
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CITIGROUP TECHNOLOGY, INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Citigroup Technology, Inc.

Type of Allocation	Allocation Amount (kW)	Facility	Trustee Approval Date	Allocation/Extension Effective Date	Extended Expiration Date
Replacement Power	750	580 Crosspoint Parkway, Getsville, NY 14068	March 20, 2018	October 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 480 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

CITIGROUP TECHNOLOGY, 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 Citigroup Technology, Inc. ("Customer"), having facilities at 580 Crosspoint Parkway, Getzville, NY, 14068. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 750 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Citigroup Technology, Inc.
580 Crosspoint Parkway
Getzville, NY, 14068
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CITIGROUP TECHNOLOGY, INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Citigroup Technology, Inc.

Type of Allocation	Allocation Amount (kW)	Facility	Trustee Approval Date	Allocation/Extension Effective Date	Extended Expiration Date
Replacement Power	750	580 Crosspoint Parkway, Getsville, NY 14068	March 20, 2018	October 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 480 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

M&T BANK CORPORATION

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 M&T Bank Corporation ("Customer"), with offices at 191 Park Club Lane, Amherst, New York 14221. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 1,150 kilowatt ("kW") allocation of EP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

M&T Bank Corporation
191 Park Club Lane
Amherst, New York 14221
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

M&T BANK CORPORATION

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: M&T Bank Corporation

Type of Allocation	Allocation Amount (kW)	Facility	Trustee Approval Date	Allocation/Extension Effective Date	Extended Expiration Date
Expansion Power	1,150	191 Park Club Lane, Amherst, NY 14221	March 20, 2018	December 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 128 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

MOOG 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 Moog Inc. ("Customer") , with offices at Jamison Road & Seneca Street, East Aurora, NY 14052-0018. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on March 20, 2018, the Authority's Board of Trustees ("Trustees") approved an extension of the 300 kilowatt ("kW") allocation of EP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on March 20, 2018, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Moog Inc.
Jamison Road & Seneca Street
East Aurora, NY 14052-0018
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

MOOG INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Moog Inc. **Type of Allocation**	**Allocation** Amount (kW)	Facility	**Trustee Approval** Date	**Allocation/ Extension Effective** Date	**Expiration** Date
Expansion Power	300	Jamison Road & Seneca Street, East Aurora, NY 14052-0018	March 20, 2018	August 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 2,567 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

    a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

        i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

        ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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 Power Authority **Exhibit 4b ii-A**
Contracts for the Sale of Western New York Hydropower - Transmittal to the Governor **March 20, 2018**

	Company Name	Program	City	County	Job Retention Commitment	Power Allocation (kW)	Original Contract Expiration Date	New Contract Expiration Date
1	Time Release Sciences, Inc.	Replacement Power	Buffalo	Erie	77	250	March 31, 2018	June 30, 2020
2	Ceres Crystal Industries Inc. *	Replacement Power	Niagara Falls	Niagara	35	2,600	June 30, 2018	June 30, 2020
3	Greenpac Mill, LLC	Replacement Power	Niagara Falls	Niagara	108	10,000	June 30, 2018	June 30, 2020
4	Hammond Manufacturing Company Inc.	Replacement Power	Cheektowaga	Erie	24	100	June 30, 2018	June 30, 2020
	Totals				**244**	**12,950**		

* Ceres Crystal Industries Inc. has 2 allocations of Replacement Power - 1,000 kW and 2,600 kW - for a total of 2,600 kW.

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 (CES)

to

TIME RELEASE SCIENCES, 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 Time Release Sciences, Inc. ("Customer"), with offices at 205 Dingens Street, Buffalo, New York 14206. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 250 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Time Release Sciences, Inc.
205 Dingens Street
Buffalo, New York 14206
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

TIME RELEASE SCIENCES INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Time Release Sciences, Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Extended Expiration Date**
Replacement Power	250	205 Dingens Street Buffalo, New York	September 26, 2017	April 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 77 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

CERES CRYSTAL INDUSTRIES 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 Ceres Crystal Industries Inc. ("Customer") , with offices at 2250 Liberty Drive, Niagara Falls, New York 14304. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of two allocations of RP collectively totaling 2,600 kW to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Ceres Crystal Industries Inc.
2250 Liberty Drive
Niagara Falls, New York 14304
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

CERES CRYSTAL INDUSTRIES INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Ceres Crystal Industries Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	1,000	2250 Liberty Drive, Niagara Falls, New York 14304	September 26, 2017	July 1, 2018	June 30, 2020
Replacement Power	1,600	2250 Liberty Drive, Niagara Falls, New York 14304	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 35 full-time 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

For each year, 2018, 2019 and 2020, the Customer's Rolling Average of capital investments at the Facility as calculated by the Authority on the basis of the Customer's capital investments at the Facility during each of the previous three years shall be no less than the Historic Average of $80,000.

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

GREENPAC MILL, 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 Greenpac Mill, LLC ("Customer") with offices at 4400 Royal Avenue, Niagara Falls, New York, 14303. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 10,000 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Greenpac Mill, LLC
4400 Royal Avenue
Niagara Falls, New York, 14303
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

GREENPAC MILL, LLC

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Greenpac Mill, LLC **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	10,000	4400 Royal Avenue Niagara Falls, New York, 14303	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 108 full-time 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

N/A

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

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Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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

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 (CES)

to

HAMMOND MANUFACTURING COMPANY 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 Hammond Manufacturing Company Inc.("Customer") with offices at 475 Cayuga Road, Suite 100, Cheektowaga, New York 14225. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree 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, known as "Expansion Power" (or "EP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, the Authority is authorized to sell hydroelectric power produced by the Niagara Power Project, FERC Project No. 2216, known as "Replacement Power" (or "RP"), as further defined in this Agreement, to qualified businesses in New York State in accordance with PAL § 1005(5) and (13);

WHEREAS, EP consists of 250 megawatts ("MW") of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, RP consists of 445 MW of firm hydroelectric power and associated firm energy produced by the Niagara Power Project;

WHEREAS, the Authority is authorized pursuant to PAL § 1005(13)(a) to award EP and/or RP based on, among other things, the criteria listed in the PAL, including but not limited to an applicant's long-term commitment to the region as evidenced by the current and planned capital investment; the type and number of jobs supported or created by the allocation; and the state, regional and local economic development strategies and priorities supported by local units of governments in the area in which the recipient's facilities are located;

WHEREAS, the Customer applied to the Authority for an allocation of hydropower to support operations at a new and/or expanded facility to be constructed and operated by the Customer (defined in Section I of this Agreement as the "Facility");

WHEREAS, on September 26, 2017, the Authority's Board of Trustees ("Trustees") approved an extension of the 100 kilowatt ("kW") allocation of RP to the Customer through June 30, 2020 (defined in Section I of this Agreement as the "Allocation") in connection with the construction and/or operation of the Facility as further described in this Agreement;

WHEREAS, on September 26, 2017, the Trustees authorized the Authority to, among other things, take any and all actions and execute and deliver any and all agreements and other documents necessary to effectuate its approval of the Allocation;

WHEREAS, 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, and delivery service will be performed by the Customer's local electric utility in accordance with the Utility Tariff;

WHEREAS, the Parties have reached an agreement on the sale of the Allocation to the Customer on the terms and conditions provided for in this Agreement;

WHEREAS, the Authority has complied with requirements of PAL § 1009 which specifies the approval process for certain contracts negotiated by the Authority; and

WHEREAS, the Governor of the State of New York has approved the terms of this Agreement pursuant to PAL § 1009(3).

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

NOW THEREFORE, the Parties hereto agree as follows:

I. Definitions

A. **Agreement** means this Agreement.

B. **Allocation** refers to the allocation of EP and/or RP awarded to the Customer as specified in Schedule A.

C. **Contract Demand** is as defined in Service Tariff No. WNY-1.

D. **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-1 and the Rules.

E. **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(5) and (13).

F. **Facility** means the Customer's facilities as described in Schedule A to this Agreement.

G. **Firm Power** is as defined in Service Tariff No. WNY-1.

H. **Firm Energy** is as defined in Service Tariff No. WNY-1.

I. **FERC** means the Federal Energy Regulatory Commission (or any successor organization).

J. **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.

K. **Hydro Projects** is a collective reference to the Project and the Authority's St. Lawrence-FDR Project, FERC Project No. 2000.

L. **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.

M. **NYISO** means the New York Independent System Operator or any successor organization.

N. **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.

O. **Project** means the Niagara Power Project, FERC Project No. 2216.

P. **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(5) and (13).

Q. **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.

R. **Service Tariff No. WNY-1** means the Authority's Service Tariff No. WNY-1, 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.

S. **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.

T. **Schedule B** refers to the Schedule B entitled "Expansion Power and/or Replacement Power Commitments" which is attached to and made part of this Agreement.

U. **Schedule C** refers to the Schedule C entitled "Takedown Schedule" which is attached to and made part of this Agreement.

V. **Schedule D** refers to the Schedule D entitled "Clean Energy Standard Cost Recovery Charges" which is attached to and made part of this Agreement.

W. **Substitute Energy** means energy that the Authority provides at the request of the Customer to replace hydroelectricity that would otherwise have been supplied to the Customer under this Agreement. Unless otherwise agreed upon by the Parties, Substitute Energy refers to energy purchased by the Authority for the Customer from markets administered by the NYISO.

X. **Taxes** is as defined in Service Tariff No. WNY-1.

Y. **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.

Z. **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.

II. Electric Service

A. The Authority shall make available Electric Service to enable the Customer to receive the Allocation in accordance with this Agreement, Service Tariff No. WNY-1 and the Rules. 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 on Schedule A.

B. The Authority will provide, and the Customer shall pay for, Electric Service with respect to the Allocation specified on Schedule A. If Schedule C specifies a Takedown Schedule for the Allocation, the Authority will provide, and the Customer shall take and pay for, Electric Service with respect to the Allocation in accordance with such Takedown Schedule.

C. 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-1.

D. The Customer acknowledges and agrees that Customer's local electric utility shall be responsible for delivering the Allocation to the Facility specified in Schedule A, and that the Authority has no responsibility for delivering the Allocation to the Customer.

E. 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.

F. The Contract Demand may not exceed the Allocation.

III. Rates, Terms and Conditions

A. Electric Service shall be sold to the Customer based on the rates, terms and conditions provided for in this Agreement, Service Tariff No. WNY-1 and the Rules.

B. 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. Any rate increase to Customer under this subsection shall be on a non-discriminatory basis as compared to other Authority customers after giving consideration to the factors set forth in the first sentence of this subsection. 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.

C. In addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff WNY-1 and the Rules, Electric Service shall be subject to the Clean Energy Standard Cost Recovery Charges provided for in Schedule D.

IV. Expansion Power and/or Replacement Power Commitments

A. Schedule B sets forth the Customer's specific "Expansion Power and/or Replacement Power Commitments." The commitments agreed to in Schedule B are in addition to any other rights and obligations of the Parties provided for in the Agreement.

B. The Authority's obligation to provide Electric Service under this Agreement is expressly conditioned upon the Customer's performance of the commitments described in Schedule B.

C. In the event of partial completion of the Facility which has resulted in such Facility being partly operational and the partial attainment of the Base Employment Level, the Authority may, upon the Customer's request, provide Electric Service to the Customer in an amount determined by the Authority to fairly correspond to the completed portion of the Facility, provided that the Customer demonstrates that the amount of requested Electric Service is needed to support the operations of the partially completed Facility.

D. The Customer shall give the Authority not less than ninety (90) days' advance notice in writing of the anticipated date of partial or full completion of the Facility. The Authority will inspect the Facility for the purpose of verifying the completion status of the Facility and notify Customer of the results of the inspection. The Authority will thereafter commence Electric Service within a reasonable time after verification based on applicable operating procedures of the Authority, the Customer's local electric utility and the NYISO.

V. Rules and Service Tariff

Service Tariff No. WNY-1, as may be modified or superseded from time to time by the Authority, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff No.WNY-1 and the Rules, the provisions of Service Tariff No. WNY-1 shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and Service Tariff No. WNY-1, the provisions of this Agreement shall govern.

VI. Transmission and Delivery of Firm Power and Firm Energy; Responsibility for Charges

A. The Customer shall be responsible complying with all requirements of its local electric utility 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. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Allocation in accordance with the Utility Tariff. Should the Authority incur any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

C. 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-1 or any successor service tariff, regardless of whether such NYISO Charges are transmission-related. Such NYISO Charges shall be in addition to the charges for power and energy.

D. By entering into this Agreement, the Customer consents to the exchange of information between the Authority and the Customer's local electric utility pertaining to the Customer that the Authority and the local electric utility determine is necessary to provide for the Allocation, sale and delivery of EP and/or RP to the Customer, the proper and efficient implementation of the EP and/or RP programs, billing related to EP and/or RP, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters.

E. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement or other form of understanding between the Authority and the Customer's local electric utility on terms and conditions that are acceptable to the Authority.

F. 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, "Information") which the Authority determines is necessary for the provision of Electric Service, the delivery of EP and/or RP, billing

related to the EP and/or RP program, the effective and proper administration of the EP and/or RP 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 Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

VII. Billing and Billing Methodology

A. 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.

B. The Authority will render bills by the 10th business day of the month for charges due for the previous month. 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 other applicable charges.

C. The Authority may render bills to the Customer electronically.

D. 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.

E. 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.

F. Unless otherwise agreed to by the Authority and the Customer in writing, if the Customer fails to pay any bill when due, an interest charge of two percent (2%) of the amount unpaid shall be added thereto as liquidated damages, and thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 1/2%) 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.

G. 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. 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 shall

have the right to 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. Such deposit 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. If the Customer fails or refuses to provide the deposit within thirty (30) days of a request for such deposit, the Authority may, in its sole discretion, suspend Electric Service to the Customer or terminate this Agreement.

I. All other provisions with respect to billing are set forth in Service Tariff No. WNY-1 and the Rules.

J. 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.

VIII. Hydropower Curtailments and Substitute Energy

A. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of the Authority's firm power customers served by the Authority from the Hydro Projects, curtailments (*i.e.* reductions) in the amount of Firm Power and Firm Energy associated with the Allocation to which the Customer is entitled shall be applied on a *pro rata* basis to all firm power and energy customers served from the Hydro Projects, consistent with Service Tariff No. WNY-1 as applicable.

B. The Authority shall provide reasonable notice to Customer of any curtailments referenced in Section VIII.A of this Agreement that could impact Customer's Electric Service under this Agreement. Upon written request by the Customer, the Authority will provide Substitute Energy to the Customer to replace the Firm Power and Firm Energy that would otherwise have been supplied pursuant to this Agreement.

C. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer will 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. Billing and payment for Substitute Energy shall be governed by the Billing and Payments provision of the Authority's Rules (Section 454.6) and shall apply directly to the Substitute Energy service supplied to the Customer.

D. The Parties may enter into a separate agreement to facilitate the provision of Substitute Energy, provided, however, that the provisions of this Agreement shall remain in effect notwithstanding any such separate agreement. The provision of Substitute Energy may be terminated by the Authority or the Customer on fifteen (15) days' prior written notice.

IX. Effectiveness, Term and Termination

A. This Agreement shall become effective and legally binding on the Parties upon execution of this Agreement by the Authority and the Customer.

B. Once commenced, Electric Service under the Agreement shall continue until the earliest of: (1) termination by the Customer with respect to its Allocation upon ninety (90) days prior written notice to the Authority; (2) termination by the Authority pursuant to this Agreement, Service Tariff No. WNY-1, or the Rules; or (3) expiration of the Allocation by its own term as specified in Schedule A.

C. The Customer may exercise a partial termination of the Allocation upon at least thirty (30) days' notice prior written notice to the Authority. The termination shall be effective commencing with the first billing period as defined in Service Tariff No. WNY-1.

D. 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-1, or the Rules.

X. Additional Allocations

A. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of EP 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 (i) incorporate any such additional allocations into Schedule A, or in its discretion will produce a supplemental schedule, to reflect any such additional allocations, and (ii) 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.

B. 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 additional allocations and consider the terms and conditions that should be applicable of any additional allocations.

XI. Notification

A. Correspondence involving the administration of this Agreement shall be addressed 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

Hammond Manufacturing Company Inc.
475 Cayuga Road, Suite 100
Cheektowaga, New York 14225
Email:
Facsimile:
Attention:

The foregoing notice/notification information pertaining to either Party may be changed by such Party upon notification to the other Party pursuant to Section XI.B of this Agreement.

B. 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: (1) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (2) 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; (3) if delivered by hand, with written confirmation of receipt; (4) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (5) if sent by electronic mail 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.

XII. 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 (16 USC §§836, 836a).

XIII. Venue

Each Party consents to the 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.

XIV. Successors and Assigns; Resale of Hydropower

A. The Customer may not assign or otherwise transfer an interest in this Agreement.

B. The Customer may not resell or allow any other person to use any quantity of EP and/or RP it has purchased from the Authority under this Agreement.

C. Electric Service sold to the Customer pursuant to this Agreement may only be used by the Customer at the Facility specified in Schedule A.

XV. Previous Agreements and Communications

A. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings, written or oral, with respect to the subject matter hereof.

B. Except as otherwise provided in this Agreement, no modification 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.

XVI. Severability and Voidability

A. 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.

B. Notwithstanding the preceding paragraph, 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.

XVII. 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.

XVIII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

HAMMOND MANUFACTURING COMPANY INC.

By: _____

Title: _____

Date: _____

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
John R. Koelmel, Chairman

Date: _____

SCHEDULE A TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER ALLOCATIONS

Customer: Hammond Manufacturing Company Inc. **Type of Allocation**	**Allocation Amount (kW)**	**Facility**	**Trustee Approval Date**	**Allocation/Extension Effective Date**	**Expiration Date**
Replacement Power	100	475 Cayuga Road, Suite 100, Cheektowaga, New York 14225	September 26, 2017	July 1, 2018	June 30, 2020

SCHEDULE B TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

EXPANSION POWER AND/OR REPLACEMENT POWER COMMITMENTS

I. Employment Commitments

A. Employment Levels

The provision of EP and/or RP to the Customer hereunder is in consideration of, among other things, the Customer's creation and/or maintenance of the employment level set forth in the Appendix of this Schedule (the "Base Employment Level"). Such Base Employment Level shall be the total number of full-time positions held by: (1) individuals who are employed by the Customer at Customer's Facility identified in the Appendix to this Schedule, and (2) 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.

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.

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 sole discretion.

B. Employment Records and Reports

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.

II. Reductions of Contract Demand

A. Employment Levels

If the year-end monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B, for the subject calendar year, the Authority may reduce the Contract Demand subject to Article II.D 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.

B. Power Utilization Levels

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. If the average of the Customer's six (6) highest Billing Demands (as such term is described in Service Tariff No. WNY-1) 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 Article II.D 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.

C. Capital Investment

The Customer agrees to undertake the capital investment set forth in the Appendix to this Schedule.

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 obligations provided for in this Schedule B.

D. 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 this Schedule , the Authority shall 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, provided, however, that before making the reduction, the Authority may consider the Customer's scheduled or unscheduled maintenance or Facility upgrading periods when such events temporarily reduce plant employment levels or electrical demand as well as business cycle.

III. Information Requests

The Customer agrees to cooperate to make its Facility available at reasonable times and intervals for energy audits and related assessments that the Authority desires to perform, if any, at the Authority's own expense.

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.

The Customer may, after consultation with the Authority, exclude from written copies of audits, reports and other information provided to the Authority under this Article trade secrets and other information which if disclosed would harm the competitive position of the Customer.

APPENDIX TO SCHEDULE B

BASE EMPLOYMENT LEVEL

The Customer shall employ at least 24 full-time 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

For each year, 2018, 2019, and 2020, the Customer's Rolling Average of capital investments at the Facility as calculated by the Authority on the basis of the Customer's capital investments at the Facility during each of the previous three years shall be no less than the Historic Average of $5,000.

SCHEDULE C TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

TAKEDOWN SCHEDULE

N/A

SCHEDULE D TO AGREEMENT FOR THE SALE OF EXPANSION POWER AND/OR REPLACEMENT POWER (CES)

CLEAN ENERGY STANDARD COST RECOVERY CHARGES[1]

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. WNY-1 or the Rules, the Customer shall be subject to a (i) Zero Emission Credit ("ZEC") Charge, and (ii) Renewable Energy Credit ("REC") Charge (collectively, the "Clean Energy Standard Cost Recovery Charges"), as of the dates indicated herein. The Clean Energy Standard Cost Recovery Charges shall be in addition to all other fees, assessments and charges provided for in the Agreement, Service Tariff No. WNY-1 and the Rules.

2. The Clean Energy Standard Cost Recovery Charges have been developed to support the Clean Energy Standard ("CES") established by the New York Public Service Commission ("PSC") in an order entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-270 (the "CES Order"). The CES is intended to implement the clean energy goals of the State Energy Plan ("SEP"). The SEP's goals are that 50% of New York's consumed electricity is to be provided by renewable electricity sources of power by 2030, and to reduce statewide greenhouse gases by 40% by 2030.

3. As detailed in the CES Order, the PSC established a regulatory program (the "CES Program") which imposes two requirements on load serving entities ("LSEs") identified in the CES Order (hereinafter, "Affected LSEs"):

   (1) An obligation to purchase "Zero Emission Credits" ("ZECs") from the New York State Energy Research Development Authority ("NYSERDA"), in an amount representing the Affected LSE's proportional share of ZECs calculated by the amount of electric load it serves in relation to the total electric load served by all LSEs in the New York Control area, to support the preservation of existing at risk nuclear zero emissions attributes (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is currently scheduled to commence on April 1, 2017, and will be implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

   (2) An obligation to support renewable generation resources to serve the Affected LSE's retail customers to be evidenced by the procurement of qualifying Renewable Energy Credits ("RECs") in quantities that satisfy mandatory minimum percentage proportions of the total retail load served by the Affected LSE (the "REC Purchase Obligation"). Minimum purchase proportions for Affected LSEs for years 2017-2021 are specified in the CES Order, subject to adjustment after a 3-year look-back, and the PSC indicates it will adopt increasingly larger minimum purchase proportions for years 2022-2030. The REC Purchase Obligation is

[1] Capitalized terms not defined in this Schedule D have the meaning ascribed to them in the Agreement, Service Tariff No. WNY-1, or the Rules.

scheduled to commence January 1, 2017 and will be implemented on the basis of program years running from January 1 through December 31 of each year ("REC Program Year").

4. The Authority is not subject to PSC jurisdiction for purposes of the CES Order. However, it supplies electricity to end-use customers throughout the State in a manner similar to an Affected LSE, and supports the clean energy goals of the SEP. Therefore, the Authority will participate in the CES Program as further explained herein by (i) assuming a ZEC Purchase Obligation, and (ii) adapting a form of the REC Purchase Obligation, through an Authority REC Program, to the end-user load for which the Authority serves as an LSE, including power sold under EP and RP Programs, for the purpose of implementing the CES and the SEP's clean energy goals. The Authority's participation in the CES Program as described will cause the Authority to incur costs. The ZEC Charge and the REC Charge are intended to recover from the Customer the costs the Authority will incur from purchasing ZECs and RECs that are attributable to Customer load served under this Agreement. By accepting Electric Service under the Agreement, the Customer agrees to reimburse the Authority for such costs through payment of the ZEC Charge and REC Charge.

5. <u>ZEC Charge</u>

   a. The Authority anticipates the ZEC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

      i. The cost of the total ZEC Requirement for all LSEs in the New York Control Area, including the Authority as a participating LSE, will be assessed as described in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA. Its share will be based on the proportion of the forecasted total kilowatt-hours load served by the Authority (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 Authority anticipates that LSE ZEC Purchase Obligations will be based on initial forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

      ii. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as LSE, including the EP and RP Programs (the "EP and RP Programs ZEC Cost"). 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 the ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation would be allocated to the EP and RP 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).

iii. The Authority will allocate a portion of the EP and RP Programs ZEC Cost 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 Programs (EP and RP Programs level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation mentioned 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 Program by the Authority (EP and RP Programs level load).

b. The ZEC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after April 1, 2017, unless by written notice the Authority specifies that the ZEC Charge shall apply to sales of EP and/or RP commencing on a later date.

6. REC Charge

a. The Authority anticipates the REC Charge to the Customer will be determined as follows, subject to the qualifications provided for in other provisions of this Schedule D:

i. Under the Authority REC Program, the Authority will, at a minimum, secure a sufficient number of RECs as required by the REC Purchase Obligation to cover the Customer's load based on the percent of the Customer's kilowatt-hour load as prescribed in the CES Order. The Authority will purchase RECs from NYSERDA or secure qualified RECs from one or more other sources in the Authority's discretion.

ii. The Authority may, in its sole discretion, as part of the Authority REC Program, offer the Customer a "customer choice component" that would allow the Customer to elect one or more options in connection with the REC Purchase Obligation, such as (but not necessarily limited to) the following: (a) designate the Authority to secure RECs for the Customer's load, and pay the Authority the REC Charge; (b) purchase the required number of qualifying RECs itself pursuant to an authorized Authority-developed process, thereby avoiding payment of the standard REC Charge; or (c) make a form of Alternative Compliance Payments ("ACPs") as calculated by the Authority pursuant to an authorized Authority-developed process.

iii. The costs incurred by the Authority under the Authority REC Program that are attributable to the Customer's load will be passed on to the Customer as the REC Charge. Depending on the availability of the Customer's kilowatt-hour load information and other data from third-party sources, the Customer will either be billed for actual costs or estimated costs subject to reconciliation adjustments.

b. The REC Charge shall apply to the sale of EP and/or RP sold under this Agreement on and after January 1, 2017, unless by written notice the Authority specifies that the REC Charge shall apply to sales of EP and/or RP commencing on a later date.

7. The Authority may, in its discretion, provide the Customer with additional information relating to the determination of the Clean Energy Standard Cost Recovery Charges by notice prior to the first billing of either charge, at the time of the first billing of either charge, or in another appropriate manner determined by the Authority.

8. The Authority may, in its sole discretion, modify the manner in which it participates in the CES Program, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, the Authority's legal and financial obligations and polices, changes of law, and other information the Authority determines to be appropriate.

9. The Authority may, in its sole discretion, include the Clean Energy Standard Cost Recovery Charges as part of the bills that are rendered pursuant to Article VII of the Agreement, or bill the Customer for such Charges pursuant to another procedure to be established by the Authority.

10. The Authority may, in its sole discretion, modify the methodology used for determining the Clean Energy Standard Cost Recovery Charges and the procedures used to implement such charges, upon consideration of such matters as PSC orders modifying or implementing the CES Order and CES Program, guidance issued by the Department of Public Service, and any other matter the Authority determines to be appropriate to the determination of such methodology.

11. Nothing in this Schedule D shall limit or otherwise affect the Authority's right to: (a) 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-1 or the Rules; or (b) charge the Customer, or recover from the Customer for, any cost, expense or other liability to the Authority resulting from any statutory enactment, or any action of the PSC or other governmental authority relating to the SEP or CES.

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for Sale of Firm Power to Expansion and Replacement Customers located

In Western New York

Service Tariff No. WNY-1

Date of Issue: June 1, 2015

Date Effective: July 1, 2015

Issued by James F. Pasquale, 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 Power Service

I. Applicability

To sales of Expansion Power and/or Replacement Power (as defined below) directly to a qualified business Customer (as defined below) 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

Agreement: An executed "Agreement for the Sale of Expansion and/or Replacement Power and Energy" between the Authority and the Customer (each as defined below).

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 customer who has received an allocation for Expansion Power and/or Replacement Power from the Authority and who 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 and/or **Replacement Power**: 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 load split methodology applicable to a Customer's allocation. It 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, or such local utility's tariff, regarding the delivery of WNY Firm Power. 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 starting July 1, 2013, and for any year thereafter.

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-1.

Target Rate: This term shall have the meaning set forth in Section III herein.

All other capitalized terms and abbreviations used but not defined herein 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

Beginning on July 1, 2013, there will be a 3-year phase-in to new base rates. The phase-in will be determined by the rate differential between the 2012 EP/RP rates and a "Target Rate." The Target Rate, specified in Section III.A.1. below, is based on the rates determined by the Authority to be applicable in RY 2013 for sales of "preservation power" as that term is defined in PAL § 1005(13). The following Sections III.A.1-4 describe the calculation and implementation of the phase-in.

1. The initial rate point will be established by the EP/RP rates ($/kW and $/MWh), determined by mid-April 2012 and made effective on May 1, 2012 in accordance with the Authority's then-applicable EP and RP tariffs. The Target Rate (*i.e.* demand and energy rates) for RY 2013 shall be $7.99/kW and $13.66/MWh.

2. The difference between the two rate points is calculated and divided by 3 to correspond with the number of Rate Years over which the phase-in will occur. The resulting quotients (in $/kW and $/MWh) are referred to as the "annual increment."

3. The annual increment will be applied to the base rates for the 3-year period of the 2013, 2014 and 2015 Rate Years, which shall be as follows:

   RY 2013: July 1, 2013 to June 30, 2014
   RY 2014: July 1, 2014 to June 30, 2015
   RY 2015: July 1, 2015 to June 30, 2016

   The annual rate adjustments normally made effective on May 1, 2013 under then-applicable EP and RP tariffs will be suspended, such that demand and energy rates established in 2012 shall be extended through June 30, 2013.

4. Effective commencing in RY 2013, the Annual Adjustment Factor ("AAF") described in Section V herein, shall be applied as follows:

   A. For the RY 2013 only, the AAF will be suspended, and the RY 2013 rate increase will be subject only to the annual increment.

   B. For the RYs 2014 and 2015, the AAF will be applied to the demand and energy rates after the addition of the annual increment to the rates of the previous RY rates. Such AAF will be subject to the terms and limits stated in Section V herein.

   C. Beginning in RY 2016, the AAF will be applied to the previous RY rates, and the annual increment is no longer applicable.

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) and PAL § 1005(5) (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 sole 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 Customer's Load Split Methodology as following:

- 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 following:

- 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 B.D. shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended 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, the receipt of actual, additional, or corrected data concerning Customer energy or demand usage.

G.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 facilities are located.

H.Billing Demand

The 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

The 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 of each Customer will be the amount of Expansion Power and/or Replacement Power, not to exceed their Allocation, provided to such Customer by the Authority 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. If, as a result of reduced water flows caused by hydrologic conditions, there is insufficient energy from the Hydro Projects to supply the full power and energy requirements of NYPA's Firm Power customers served from the Hydro Projects, hydropower curtailments (*i.e.* reductions) in the amount of Firm Power and Energy to which the Customer is entitled shall be applied on a *pro rata* basis to all Firm Power and Energy customers served from the Hydro Projects. Reductions as a percentage of the otherwise required Firm Power and Energy sales will be the same for all Firm Power and Energy customers served from the Hydro Projects. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to the Customer in later billing periods. The Customer will receive appropriate bill credits as provided under the Rules.

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 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 and Billing

Unless otherwise specified in the Agreement, the following provisions shall apply:

1. The billing methodology to be used to render bills to the Customer related to its Allocation shall be determined in accordance with the Agreement and delivery agreement between the Authority and, as applicable, the Customer or local electric utility or both.

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 local utility, during each Billing Period recorded on the Customer's meter multiplied by a percentage based on the Load Split Methodology provided for in any contract between the Authority and the Customer's local electric utility, any contract between the Authority and the Customer, or any contract between the Authority, the Customer and the Customer's local electric utility for delivery of WNY Power. 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 methodology provided for in any contract between the Authority and the Customer's local electric utility for delivery of WNY Power.

F. Payment by Customer to Authority

1.Demand and Energy Charges, Taxes

The Customer shall pay the Authority for Firm Power and Energy during any billing period the higher of either (i) the sum of (a), (b) and (c) below or (ii) the monthly minimum 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 ("NYISO Charges")

The Customer shall compensate the Authority for the following 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, less any associated grandfathered Transmission Congestion Contracts ("TCCs") 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 third 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. 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. Bills will reflect the amounts due and owing, and are subject to adjustment as provided for in the Agreement, Service Tariff No. WNY-1 and the Rules. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

2.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.

3.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.

4.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 sole discretion to suspend Electric Service to the Customer or terminate this Agreement.

H. Adjustment of Charges

1. Distribution Losses

The Authority will make appropriate adjustments to compensate for distribution losses of the local electric utility.

I. Conflicts

The Authority's Rules shall apply to the Electric Service provided under this Service Tariff. 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.

J. Customer Resales Prohibited

The Customer may not resell any quantity of Expansion Power and/or Replacement Power.

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. 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 by the Parties to reflect, the Customer and the Authority shall mutually select a substitute Index. The Parties agree to mutually select substitute indices within 90 days, once notified by the other party that the indices are no longer available or no longer reflect the relevant factors or changes with the indices were intended by the Parties 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 unable to reach agreement on substitute indices within the 90-day period, the Parties 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 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 4b ii-C
March 20, 2018

New York State Power Authority
Public Hearing

February 15, 2018

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New York State Power Authority

Thursday, February 15, 2018, 2:30 p.m.,

Niagara Power Project Visitors' Center

5777 Lewiston Road

Lewiston, New York 14092

ERS:

MS. DELINCE 3
MR. SMITH 5
MS. DELINCE 11

MS. DELINCE: Good afternoon. This is a public hearing required by law and authorized by the New York Power Authority's Board of Trustees on the proposed Customer Contracts for the sale of hydropower to Time Release Sciences, Inc., Ceres Crystal Industries Inc., Greenpac Mill, LLC, Hammond Manufacturing Company Inc., and Moog Inc.

My name is Karen Delince, and I'm the Authority's Corporate Secretary.

New York State Public Authorities Law, Section 1009, sets forth procedures for executing certain contracts negotiated by the Authority.

First, prior to the hearing, it requires that notice of the hearing be provided. Therefore, a notice was sent to the Governor, the Senate's President Pro Temp, the Senate Minority Leader, the Senate Finance Committee Chair, the Assembly Speaker, the Assembly Minority Leader, the Assembly Ways and Means Committee Chair.

In addition, notices appeared in the following newspapers once a week for the four weeks leading up to this hearing: Niagara Gazette, Buffalo News, Buffalo Business First,

Lewiston-Porter Sentinel, Albany Times-Union, and Dunkirk Observer.

The public was also given access to the proposed contracts on the Authority's website and at the Authority's White Plains office during the 30-day period prior to today's hearing.

After the hearing, the public will be given access to the hearing transcript, once it is completed, at www.nypa.gov and at the White Plains office.

The next step in the process set forth in Section 1009 will be for the NYPA Trustees to reconsider the proposed contracts in light of public comments.

Once the Trustees have completed their final review, the contracts will be forwarded to the Governor for his consideration and approval.

If you plan to make an oral statement at this hearing, I ask that you so indicate on the sign-in sheet. Also, if you have a written statement, please give a copy to Lorna Johnson and one to the reporter.

Written statements may be of any length and

will appear in the record of the hearing in addition to oral statements.

The record of the hearing will remain open for additional comments through close of business, Friday, February 16, 2018.

Additional comments should be mailed, faxed, or emailed to the Corporate Secretary at: 123 Main Street, 11-P, White Plains, NY 10601; or (914)390-8040; or secretarys.office@nypa.gov.

At this point, I would like to introduce Mr. Richard Smith, the Authority's Director of Business and Project Development, Western New York, who will provide additional details on the proposed Customer Contracts. Thank you. Mr. Smith.

MR. SMITH: Thank you, Ms. Delince. Good afternoon. My name is Richard Smith. I'm the Business and Project Development Director within NYPA's Economic Development Department.

I'm here today to present a summary of a proposed new contract for a current customer here in Western New York, for the sale of hydropower generated here at the Niagara Power Project.

I will also present a summary of proposed hydropower contracts with four existing customers who have five allocations with contracts that are set to expire in 2018 and have been recently approved for extension by the Authority's Board of Trustees.

Regarding the contracts: under Public Authorities Law, Section 1005, Subsection 13, the Authority may allocate and sell directly or by sale-for-resale, 250 MW of Expansion Power, known as EP, and 445 MW of Replacement Power, known as RP, to businesses located within 30 miles of the Niagara Power Project, provided that the amount of EP allocated to businesses in Chautauqua County on January 1, 1987, shall continue to be allocated in Chautauqua County.

Moog Inc. was awarded a new 4000-kilowatt hydropower allocation by the Authority's Trustees on September 26, 2017, in return for commitments made to create or expand its business in Western New York.

Specifically, Moog, a manufacturer of precision motion control products, will expand its

operations in the Town of Elma in Erie County. The expansion calls for Moog to construct a new 95,000-square-foot manufacturing facility with an investment of at least $33.85 million and the creation of at least 69 new jobs above its base jobs level of 3,155. The Trustees approved the allocation over a term of seven years.

Also, on September 26, 2017, the Authority's Trustees approved an extension to the term of five existing hydropower allocations to four current customers with facilities in Western New York.

Specifically, an extension of the 250 kW RP allocation that is due to expire on March 31, 2018, for Time Release Sciences, Inc., also known as TRS.

TRS is committed to maintain 77 jobs through June 30, 2020, at its packaging facilities located in Buffalo, New York.

An extension of two RP allocations scheduled to expire on June 30, 2018, for Ceres Crystal Industries, a manufacturer of cubic zirconia crystals. The first allocation is 1,000 kW of RP and the second allocation is 1,600 kW of RP. In return, Ceres will maintain 35 jobs at its Niagara

Falls facility through June 30, 2020.

An extension of the 10,000 kW RP allocation expiring on June 30, 2018, for Greenpac Mill, LLC, a manufacturer of lightweight liner board, operating in Niagara Falls, New York. Greenpac is committed to maintain a minimum of 108 jobs at the facility through June 30, 2020.

An extension of the 100 kW RP allocation expiring on June 30, 2018, for Hammond Manufacturing Company, Inc., a manufacturer of outlet strips and electronic transformers, located in Cheektowaga, New York. Hammond is committed to maintain a minimum of 24 jobs at its facility through June 30, 2020.

The following is a summary of some of the pertinent provisions in each of the proposed contracts.

The contracts provide for the direct billing of all hydropower supply charges and all New York Independent System Operator, Inc. charges and taxes.

The contracts include the customer's agreed-upon commitments with respect to employment, capital investment, and power utilization.

Under the contracts, the Authority may reduce

or terminate the allocation if employment, power utilization, or capital investment commitments are not met.

Relatedly, the contracts include an annual job reporting requirement and a job compliance threshold of 90 percent. Should the company's average annual employment fall below the compliance threshold of 90 percent of the employment commitment, the Authority may reduce the amount of the allocation.

The contract for Moog provides for the company to perform an energy audit at its facility at least once within five years in order to ensure that the customer uses the hydropower efficiently. The extension contract does not carry this energy audit provision due to the short-term nature of the extension through June of 2020.

To address non-payment risk that could result from the direct billing arrangement, the contract includes commercially reasonable provisions concerning the Authority's ability to charge late payment fees and to require deposits in the event of the customer's failure to make payment for any two

monthly bills. These contract provisions are consistent with other Authority direct sale contracts, including the Recharge New York sales contracts.

The contracts provide for the collection of a Zero Emission Credit Charge and a Renewable Energy Credit Charge to allow the Authority to recover costs it would incur relating to its purchase of Zero Emission Credits and Renewable Energy Credits, attributable to the customer's load.

The contract includes the Authority's Service Tariff WNY-1, which specifies rates and other terms applicable to all EP and RP allocations and that are consistent with the Authority's other hydropower program, Preservation Power.

Lastly, transmission and delivery service for the allocation will be provided by National Grid or NYSEG in accordance with the utilities' Public Service Commission approved delivery service tariffs.

As Ms. Delince stated earlier, the Authority will accept your comments on the proposed contracts until the close of business on Friday, February 16,

2018.

I will now turn the hearing back to Ms. Delince.

MS. DELINCE: Thank you, Mr. Smith. We will recess now and reconvene when speakers arrive.

(Recess.)

MS. DELINCE: The February 15, 2018 public hearing on the proposed Customer Contracts for Time Release Sciences, Inc., Ceres Crystal Industries, Inc., Greenpac Mill, LLC, Hammond Manufacturing Company, Inc., and Moog, Inc. is now officially closed.

As previously stated, the record of the hearing will remain open for additional comments through close of business, Friday, February 16, 2018.

Thank you and good night.

(Hearing closed at 6:30 p.m.)

STATE OF NEW YORK
COUNTY OF ERIE

I, Olga Runfola, a Notary Public in and for the State of New York, do hereby certify:

That this proceeding was taken pursuant to notice at the time and place herein set forth; that said proceeding was taken down in shorthand by me and thereafter under my supervision transcribed into the English language, and I hereby certify the foregoing proceeding is a full, true and correct transcription of the shorthand notes so taken.

I further certify that I am neither counsel for nor related to any parties to said action, nor in anywise interested in the outcome thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of February, 2018.

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2017 Amendment to 1990 Service Agreement

This 2017 Amendment to 1990 Service Agreement, dated this ___ day of _____, 2017 is made between Niagara Mohawk Power Corporation, d/b/a National Grid ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority has sold certain quantities of hydroelectric power and energy in accordance with Authority Service Tariff ("ST") No. 41 and ST. No. 42 from Authority's Niagara and St. Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Service Agreement").

WHEREAS, Company and Authority have previously modified and extended the 1990 Service Agreement, most recently by the "2014 Amendment to 1990 Service Agreement" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 189 MW of Firm Hydroelectric Power and Energy allocated under ST No. 41 and terminated service under the 1990 Service Agreement under ST No. 41 with respect to all 189 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of the 1990 Service Agreement as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under ST No. 41 is zero (0), and the Firm Peaking Power allocation of 175 MW under ST No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission service agreement, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601".

5) Article J- Cancelation or Reduction. The following sentence is added at the end of Article J:

Company may also cancel or reduce such service during the period from January 1, 2019 through December 31, 2020, for any reason upon thirty (30) days' prior written notice to the Authority.

6) Article K - Restoration of Withdrawn Power and/or Energy is deleted in its entirety.

7) Article L - Term of Service, is revised to read as follows:

> "Service under this contract shall commence at 12:01 A.M. on January 1, 1990 and shall continue unless cancelled as provided for In the "Withdrawals of Power and/or Energy" or the "Cancellation or Reduction" provisions until December 31, 2020, subject to earlier termination by the Authority at any time with respect to any or all of the quantities of power and energy provided hereunder on at least thirty (30) days' prior written notice to Company."

8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Service Agreement".

10) Continuation of service under this 2017 Amendment to the 1990 Service Agreement shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Service Agreement, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Service Agreement. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

11) Except as expressly provided in this 2017 Amendment to the 1990 Service Agreement, the 1990 Service Agreement shall remain unchanged and in full force and effect.

12) This 2017 Amendment to the 1990 Service Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Service Agreement may be signed in any number of

counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Service Agreement shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Service Agreement shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Service Agreement may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

Niagara Mohawk Power Corporation, d/b/a National Grid

By: _____

Name: _____

Title: _____

Date: _____

Power Authority of the State of New York

By: _____
Name: John R. Koelmel
Title: Chairman

Date: _____

2017 Amendment to 1990 Hydropower Contract

This 2017 Amendment to 1990 Hydropower Contract, dated this ___ day of _____, 2017 is made between New York State Electric & Gas Corporation ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority sells certain quantities of hydroelectric power and energy from Authority's Niagara and St, Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Hydropower Contract").

WHEREAS, Authority, Rochester Gas and Electric Corporation ("RGE") and Company are also parties to a letter agreement dated February 14, 2008 ("February 14, 2008 Letter Agreement") which modified Article D - Regulation of Rates and Charges as it pertained to the calculation of the monthly savings realized by the customers of Company and RGE from the purchase of Authority hydropower.

WHEREAS, Company and Authority have previously modified and extended the 1990 Hydropower Contract, most recently by the "2014 Amendment to 1990 Hydropower Contract" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 167 MW of Firm Hydroelectric Power and Energy allocated under Service Tariff No. 41 and terminated service under the 1990 Hydropower Contract with respect to all 167 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of 1990 Hydropower Contract as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under Service Tariff No. 41 is zero (0). The Firm Peaking Power allocation of 150 MW under Service Tariff No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and

principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission Hydropower Contract, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601". For Company, delete the current reference in its entirety and replace with the following "David J. Kimiecik, Vice President, Energy Services, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation, 18 Link Drive, P.O. Box 5224, Binghamton, New York 13902-5224".

5) Article J- Cancelation or Reduction. The following sentence is added at the end of Article J:

> Company may also cancel or reduce such service during the period from January 1, 2019 through December 31, 2020, for any reason upon thirty (30) days' prior written notice to the Authority.

6) Article K - Restoration of Withdrawn Power and/or Energy is deleted in its entirety.

7) Article L - Term of Service, is revised to read as follows:

> "Service under this contract shall commence at 12:01 A.M. on January 1, 1990 and shall continue unless cancelled as provided for In the "Withdrawals of Power and/or Energy" or the "Cancellation or Reduction" provisions until December 31, 2020, subject to earlier termination by the Authority at any time with respect to any or all of the quantities of power and energy provided hereunder on at least thirty (30) days' prior written notice to Company."

8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Hydropower Contract".

10) Continuation of service under this 2017 Amendment to the 1990 Hydropower Contract shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Hydropower Contract, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Hydropower Contract. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

11) Except as expressly provided in this 2017 Amendment to the 1990 Hydropower Contract, the 1990 Hydropower Contract shall remain unchanged and in full force and effect.

12) This 2017 Amendment to the 1990 Hydropower Contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Hydropower Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Hydropower Contract shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Hydropower Contract shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Hydropower Contract may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

New York State Electric & Gas Corporation

By: _____
Name: Joseph J. Syta
Title: Vice President, Controller and Treasurer
Date: _____

By: _____
Name: Carl A. Taylor
Title: President and CEO
Date: _____

Power Authority of the State of New York

ACCEPTED:

By: _____
Name: John R. Koelmel
Title: Chairman
Date: _____

2017 Amendment to 1990 Hydropower Contract

This 2017 Amendment to 1990 Hydropower Contract, dated this ___ day of _____, 2017 is made between Rochester Gas and Electric Corporation ("Company") and the Power Authority of the State of New York ("Authority").

WHEREAS, the Company and the Authority are parties to an agreement dated February 22, 1989 under which the Authority sells certain quantities of hydroelectric power and energy from Authority's Niagara and St. Lawrence Projects to Company for resale to its rural and residential consumers (the "1990 Hydropower Contract").

WHEREAS, Authority, New York State Electric & Gas Corporation ("NYSEG") and Company are also parties to a letter agreement dated February 14, 2008 ("February 14, 2008 Letter Agreement") which modified Article D - Regulation of Rates and Charges as it pertained to the calculation of the monthly savings realized by the customers of Company and NYSEG from the purchase of Authority hydropower.

WHEREAS, Company and Authority have previously modified and extended the 1990 Hydropower Contract, most recently by the "2014 Amendment to 1990 Hydropower Contract" (the "2014 Amendment").

WHEREAS, by letter dated June 29, 2011, Authority withdrew all 99 MW of Firm Hydroelectric Power and Energy allocated under Service Tariff No. 41 and terminated service under the 1990 Hydropower Contract with respect to all 99 MW of Firm Hydroelectric Power and Energy, effective August 1, 2011, for use in the Recharge New York Power Program created pursuant to Chapter 60 (Part CC) of the Laws of 2011 (the "Firm Power and Energy Withdrawal/Termination").

WHEREAS, Company and Authority agree to further modify and extend certain terms of 1990 Hydropower Contract as follows:

1) As a result of the Authority's Firm Power and Energy Withdrawal/Termination, the amount of Firm Hydroelectric Power and Energy allocated to Company under Service Tariff No. 41 is zero (0). The Firm Peaking Power allocation of 35 MW under Service Tariff No. 42 will remain unchanged.

2) Article E - Rates. The current text is deleted in its entirety and is replaced with the following text.

> "The rates charged by the Authority under this Agreement shall be established In accordance with this Article.
>
> The Authority shall charge and Company shall pay the preference power rates adopted by the Authority on November 15, 2011, as such rates may be revised from time to time. Company waives any and all objections, suits, appeals or other challenges to the preference power rates adopted by the Authority on November 15, 2011, except as otherwise provided for below.
>
> Company waives any challenges to any of the following methodologies and

principles used by the Authority to set future preference power rates, numbers (i) through (vii) as set forth in the "January 2003 Report on Hydroelectric Production Rates" as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations":

(i) The principles set forth in the March 5, 1986 Settlement 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).

(vii) Rate Stabilization Reserve (RSR) methodology.

In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Company 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."

3) Article F - Transmission. The current text is deleted in its entirety and is replaced with the following text.

"In accordance with the terms of the existing transmission Hydropower Contract, which by its terms will expire on August 31, 2007, Company will cease taking transmission service from Authority and will instead take transmission service under the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff. Company agrees to settle any outstanding transmission charges that may apply prior to September 1, 2007 including any subsequent NYISO true up settlements."

4) Article G - Notification. In the contact address for Authority replace "10 Columbus Circle, New York, NY 10019" with "123 Main Street, White Plains, NY 10601". For Company, delete the current reference in its entirety and replace with the following "David J. Kimiecik, Vice President, Energy Services, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation, 18 Link Drive, P.O. Box 5224, Binghamton, New York 13902-5224".

5) Article J- Cancelation or Reduction. The following sentence is added at the end of Article J:

> Company may also cancel or reduce such service during the period from January 1, 2019 through December 31, 2020, for any reason upon thirty (30) days' prior written notice to the Authority.

6) Article K - Restoration of Withdrawn Power and/or Energy is deleted in its entirety.

7) Article L - Term of Service, is revised to read as follows:

> "Service under this contract shall commence at 12:01 A.M. on January 1, 1990 and shall continue unless cancelled as provided for In the "Withdrawals of Power and/or Energy" or the "Cancellation or Reduction" provisions until December 31, 2020, subject to earlier termination by the Authority at any time with respect to any or all of the quantities of power and energy provided hereunder on at least thirty (30) days' prior written notice to Company."

8) Article M - Availability of Energy - Firm and Firm Peaking Hydroelectric Power Service. In the third paragraph, line 1, starting with the words "In the event that..." through "... minimize the impact of such reductions." on line 10, replace with the following:

> "The Authority will have the right to reduce on a pro rata basis the amount of energy provided to Company under Service Tariff No. 42 if such reductions are necessary due to low flow (i.e. hydrologic) conditions at the Authority's Niagara Project hydroelectric generating station. In the event that hydrologic conditions require the Authority to reduce the amount of energy provided to Company, reductions as a percentage of the otherwise required, energy deliveries will be the same for all firm Niagara Project customers. The Authority shall be under no obligation to deliver and will not deliver any such curtailed energy to Company in later billing periods. The offer of Energy for delivery shall fulfill Authority's obligations for purposes of this Provision whether or not the Energy is taken by Company. The Authority shall provide reasonable notice to Company of any condition or activities that could result, or have resulted, in low flow conditions consistent with the notice provided to other similarly affected customers."

9) This amendment shall be referred to as the "2017 Amendment to the 1990 Hydropower Contract".

10) Continuation of service under this 2017 Amendment to the 1990 Hydropower Contract shall be subject to ultimate approval by the Governor of the State of New York pursuant to Public Authorities Law § 1009. If the Governor disapproves this 2017 Amendment to the 1990 Hydropower Contract, service will cease on the last day of the month following the month during which the Governor disapproved this 2017 Amendment to the 1990 Hydropower Contract. If the Governor takes no action within the time frame provided for in Public Authorities Law § 1009, service will cease on the last day of the month following the month during which such timeframe expired.

11) Except as expressly provided in this 2017 Amendment to the 1990 Hydropower Contract, the 1990 Hydropower Contract shall remain unchanged and in full force and effect.

12) This 2017 Amendment to the 1990 Hydropower Contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles.

13) This 2017 Amendment to the 1990 Hydropower Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

14) Upon approval of the Governor of the State of New York pursuant to Public Authorities Law § 1009, and upon execution by the Chairman of the Authority, this 2017 Amendment to the 1990 Hydropower Contract shall come into full force and effect, provided however that pending such gubernatorial approval and execution, this 2017 Amendment to the 1990 Hydropower Contract shall take effect upon the expiration of the 2014 Amendment and continue on a month to month basis.

15) This 2017 Amendment to the 1990 Hydropower Contract may be amended or modified by written agreement signed by the Authority and the Company.

AGREED:

Rochester Gas and Electric Corporation

By: _____
Name: Joseph J. Syta
Title: Vice President, Controller and Treasurer
Date: _____

By: _____
Name: Carl A. Taylor
Title: President and CEO
Date: _____

Power Authority of the State of New York

ACCEPTED:

By: _____
Name: John R. Koelmel
Title: Chairman
Date: _____

ORIGINAL

NEW YORK STATE POWER AUTHORITY

PUBLIC HEARING

White Plains, NY

February 21, 2018

New York State Power Authority

Wednesday, February 21, 2018

2:00 p.m. - 6:00 p.m.

Jaguar Room

123 Main Street

White Plains, New York 10601

SPEAKERS:

MS. DELINCE 4, 10

MR. HAYES 6

MS. DELINCE: Good afternoon.

This is a public hearing required by law and authorized by the New York Power Authority's Board of Trustees on the proposed Contract Extensions for the sale of hydropower to Niagara Mohawk Power Corporation doing business as National Grid, New York State Electric and Gas Corporation and Rochester Gas and Electric Corporation.

My name is Karen Delince and I'm the Authority's Corporate Secretary.

New York State Public Authorities Law, Section 1009, sets forth procedures for executing certain contracts negotiated by the Authority.

First, prior to the hearing, it requires that notice of the hearing be provided. Therefore, a notice was sent to the Governor, the Senate's President Pro Temp, the Senate Minority Leader, the Senate Finance Committee Chair, the Assembly Speaker, the Assembly Minority Leader, and the Assembly Ways and Means Committee Chair.

In addition, notices appeared in the following newspapers, once a week, for the

four weeks leading up to this hearing: The Albany Times-Union, Buffalo News, Massena Daily Courier Observer, Poughkeepsie Journal, Rochester Democrat & Chronicle, and Syracuse Post-Standard.

The public was also given access to the proposed contracts on the Authority's website and at the Authority's White Plains office during the 30-day period prior to today's hearing.

After the hearing, the public will be given access to the hearing transcript, once it is completed, at www.nypa.gov and at the White Plains office.

The next step in the process set forth in section 1009 will be for the NYPA Trustees to reconsider the proposed contracts in light of public comments.

Once the Trustees have completed their final review, the contracts will be forwarded to the Governor for his consideration and approval.

If you plan to make an oral statement at this hearing, I ask that you so indicate on the sign-in sheet.

Also, if you have a written statement, please give a copy to Lorna Johnson and one to the reporter.

Written statements may be of any length and will appear in the record of the hearing in addition to oral statements.

The record of the hearing will remain open for additional comments through close of business, Thursday, February 22, 2018.

Additional comments should be mailed, faxed, or emailed to the Corporate Secretary at 123 Main Street, 11-P, White Plains, New York 10601 or (914)390-8040 or secretarys.office@nypa.gov.

At this point, I would like to introduce Mr. Keith Hayes, the Authority's Vice President of Economic Development, who will provide additional details on the proposed Contract Extensions.

Thank you.

Mr. Hayes.

MR. HAYES: Thank you, Ms. Delince.

Good afternoon.

My name is Keith T. Hayes and I'm the Vice President of Economic Development at

the New York Power Authority. I'm here today to present a summary of proposed contracts extensions with three upstate investor-owned utilities, especially National Grid, New York State Electric, and Gas and Rochester Gas and Electric, for firm peaking hydropower generated at the Niagara Power Project.

To summarize the peaking power contracts to the three investor-owned utilities: Starting in 1990, NYPA sold both firm hydropower and firm peaking hydropower from the St. Lawrence/FDR and Niagara Power Projects to National Grid, New York State Electric and Gas and Rochester Gas and Electric in accordance with hydropower contracts and subsequent contract extensions.

The utilities have purchased such power and energy at NYPA's cost-based hydropower rate, the benefits of which have been passed on to the utilities' residential and small farm customers (also referred to as their rural and domestic or R&D consumers), without markup, through the

electric service provided by the utilities under their retail tariffs.

Chapter 60 of the Laws of 2011 authorized the Authority to use the firm hydropower previously allocated to the utilities to support economic development in the form of the Recharge New York Power Program. Effective August 1, 2011, NYPA withdrew the firm power allocations from the utilities in accordance with the withdrawal provisions of the contracts and the new law; but NYPA continued to sell, and the utilities continued to purchase, the firm peaking hydropower under the contracts.

The Authority's Trustees provided contract extensions, most recently in 2014, which continued peaking hydropower sales to the utilities through December 31, 2017. On September 26, 2017, the Trustees approved extending the peaking power allocations for three years, through December 31, 2020, and authorized this public hearing on the proposed contracts.

The proposed contract extensions would continue the sale of 360 megawatt of

firm peaking hydropower to the utilities for up to three years, consisting of 175 megawatt to National Grid, 150 megawatt to New York State Electric and Gas, and 35 megawatt to Rochester Gas and Electric.

These peaking power allocations would continue to allow NYPA to pass on the benefits of the firm peaking power to the utilities' R&D consumers. NYPA and the utilities have agreed in form and substance to the proposed contract expenses, where the Authority would have the right to terminate the contract upon 30 days' notice to any of the utilities and the utilities, after the initial term of one year, would have the right to terminate the contract upon 30 days' notice to the Authority.

The contracts provide firm peaking service under Service Tariff Number 42, which specifies the rates and other terms applicable to the sale of firm peaking power to the upstate utilities. Lastly, because the 2014 extensions were scheduled to expire on December 31, 2017 the Authority has agreed to execute contract extensions on a

month-to-month basis pending completion of the public hearing process and gubernatorial approval.

As Ms. Delince stated earlier, the Authority will accept your comments on the proposed contracts until the close of business on Thursday, February 22nd.

I will now turn the hearing back to Ms. Delince.

MS. DELINCE: Thank you, Mr. Hayes.

We will recess now and reconvene when speakers arrive.

- - -

(Whereupon, a recess was taken and reconvened at 6:00 p.m.)

- - -

MS. DELINCE: The February 21, 2018 public hearing on the proposed Contract Extensions for the sale of hydropower to Niagara Mohawk Power Corporation, doing business as National Grid, New York State Electric and Gas Corporation and Rochester Gas and Electric Corporation is now officially closed.

As I previously stated, the record of

the hearing will remain open for additional comments through close of business, Thursday, February 22, 2018.

Thank you and good night.

(Hearing closed at 6:00 p.m.)

C E R T I F I C A T I O N

I, BENEDETTA VITIELLO, a Notary Public in and for the State of New York, do hereby certify:

THAT the within is a true and accurate transcript of this statement on the record.

I further certify that I am not related, either by blood or marriage, to any of the parties to this action; and

THAT I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 23RD day of February, 2018.

Benedetta Vitiello

BENEDETTA VITIELLO

&

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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
BUSSINESS SERVICES - TREASURER	**Q17-6302aRM; 4 Awards** **1. ABEL/NOSER, LLC** New York, NY **2. PAVILION GLOBAL MARKETS LTD.** Montreal, QC - Canada **3. NORTHERN TRUST CORP.** Chicago, IL **4. PENSERRA CAPITAL MANAGEMENT, LLC** New York, NY	03/20/18 (on or about)	Establish a prequalified pool of firms to provide transition management services for the Other Post Employment Benefits ("OPEB")	03/19/21	B/P	**Note: represents aggregate total for up to 3-year term		**$400,000***
CORPORATE AFFAIRS - EDITORIAL SERVICES	**CABLETIME** Mt. Arlington, NJ **(PO# 4600003451)**	03/13/18	Provide Digital Sign Solution by expanding the number of monitors at NYPA sites	03/12/23	B/P	$769,252.30 *Note: represents total for up to 5-year term including the interim award amount of $769,252.30		**$1,025,605.71***
INFORMATION TECHNOLOGY - CYBER SECURITY	**CARAHSOFT TECHNOLOGY CORPORATION** Reston, VA **(Q17-6243JW; PO# TBA)**	03/20/18 (on or about)	Provide for an Identity and Access Management Solution to establish a secure, manageable, easy to use and auditable approach	03/19/23	B/P	*Note: represents total for up to 5-year term		**$1,838,197***
INTERNAL AUDIT	**DELOITTE & TOUCHE, LLP** New York, NY **(PO# 4600003453)**	03/06/18	Provide Internal Audit ("IA") Co-Source Services to assist IA in completing the annual audit plans for the Authority and the Canal Corporation	03/05/23	B/S	$100,000 *Note: represents total for up to 5-year term including the interim award amount $100,000		**$7.4 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) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "A"
March 20, 2018

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 - ENGINEERING	**Q17-6350JGM; 5 Awards** **1. LJ GONZER ASSOCIATES** Cranford, NJ **2. MONTCO, INC. dba ROTATOR STAFFING SERVICES, INC.** East Brunswick, NJ **3. ALLEGIS GROUP HOLDINGS, INC. dba AEROTEK, INC.** Hanover, MD **4. MONROE STAFFING SERVICES, LLC** Trumball, CT **5. LEHIGH GIT, INC. dba LEHIGH TECHNICAL SERVICES** Hauppauge, NY **6. STARPOINT SOLUTIONS, LLC** New York, NY	03/20/18 (on or about)	Provide temporary technical services (staff augmentation) for the Authority	03/19/21	B/S	**Note: represents aggregate total for up to 3-year term with an option for an additional 2-year term		**$2.4 million***
UTILITY OPERATIONS - OPERATIONS	**Q17-6336JGM; 2 Awards** **1. TCI of NY, LLC** Coeymans, NY **2. A-LINE EDS, INC.** Waterloo, IA	04/01/18	Provide transportation and disposal of oil-filled electrical equipment services	03/31/20	B/S	**Note: represents aggregate total for up to 2-year term with an option for annual renewal for 3 additional years extending through March 31, 2023		**$5,000,000***

♦ 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")

EXHIBIT "A"
March 20, 2018

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 - POWER SUPPLY	**CASELLA WASTE SERVICES (PO# 7000000528)** Potsdam, NY	03/20/18 (on or about)	Provide refuse service at the St. Lawrence / FDR project	03/19/21	B/S	*Note: represents total for up to 3-year term		**$400,000***
UTILITY OPERATIONS - PROJECT MANAGEMENT	**INNOVATIVE AUTOMATION, INC. (PO# 4600002618)** York, PA	03/20/18 (on or about)	Provide continued development of the Northern region operating procedures and system descriptions	03/19/20	S/P	*Note: represents total for up to 2-year term		**$550,000***
UTILITY OPERATIONS - TECHNICAL COMPLIANCE	**5 Awards** **1. ESJ TOWERS, INC. dba ESJ AZUL (PO# 4500293934)** Carolina, PR **2. XLD INVESTMENT PUERTO RICO, LLC dba SAN JUAN MARRIOTT RESORT & STELLARIS CASINO (PO# 4500293903)** San Juan, PR **3. TRP SAN JUAN OWNERS, LLC dba SHERATON OLD SAN JUAN HOTEL (PO# 4500293913)** San Juan, PR	03/20/18 (on or about)	Provide lodging to NYPA staff while providing personnel to assist in the restoration of electricity	03/31/18	B/P	$13,410,000	$3,219,089.56	**$16,629,089.56***

♦ M / WBE: New York State-certified Minority / Women-owned Business Enterprise (indicated by the ♦ symbol after the Company Name)
1 Award Basis: B= Competitive Bid; S= Sole Source; Si= Single Source; C= Competitive Search
2 Contract Type: P= Personal Service; S= (Non-Personal) Service; C= Construction; E= Equipment; N= Non-Procurement; A= Architectural & Engineering Service; L= Legal Service

Procurement (Services) and Other Contracts – Awards
(For Description of Contracts See "Discussion")

EXHIBIT "A"
March 20, 2018

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
	4. CCHPR HOSPITALITY, LLC dba SHERATON PUERTO RICO HOTEL & CASINO (PO# 4500293924) San Juan, PR							
	5. FLAGSHIP RESORT PROPERTIES SE dba VERDANZA HOTEL (PO# 4500293918) Carolina, PR							
						**Note: award 5 separate contracts to the hotels with a total not to exceed aggregate amount of $16,629,089.56. Amount paid to date on the Pro-Card $3,219,089.56. Anticipated spend for the balance $13,410.000.		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**LIVESAFE, INC.** Arlington, VA **(PO# 4500293921)**	02/01/18	Provides custom configuration and access to LifeSafe Mobile Platform	01/31/21	B/S	$50,000		**$155,000***
						*Note: represents total for up to 3-year term including the interim award amount of $50,000		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**UNLIMITED TECHNOLOGY, INC.** Chester Springs, PA **(PO# 4600003428)**	01/01/18	Provides security maintenance services at multiple NYPA sites	01/01/23	B/S	$75,000		**$1,750,000***
						*Note: represents total for up to 5-year term including the interim award amount of $75,000		
UTILITY OPERATIONS - TECHINAL COMPLIANCE	**VERTIV SERVICES, INC.** Chicago, IL **(PO# 4500294199)**	02/05/18	Provides maintenance of the Uninterrupted Power Supply (UPS) system	02/04/21	B/S	$22,306.75		**$66,920.25***
						*Note: represents total for up to 3-year term with an annual locked in rate of $22,306.75 with a savings of $3,401.78 as compared with an annual renewal. Approval is also requested for the total amount expected to be expended for the term of the contract, $66,920.25		

♦ 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 – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

EXHIBIT 4c i-B
March 20, 2018

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
ENERGY SOLUTONS – ECONOMIC DEVELOPMENT	**OCO CONSULTING, LLC** New York, NY **(PO# 4500286428)**	06/15/17	Provide global attraction program services for St. Lawrence County	12/31/20	B/P	$351,375	$127,500	**$351,375***
						*Note 1: represents total for up to 2-year, 9 month term and no additional funding is required		
EXECUTIVE OFFICES - DIGITAL TRANSFORMATION OFFICE	**Q15-5979MR; 7 extensions:** **1. CUSTOMER CARE NETWORK, INC.** Marietta, GA **(PO# 4600003141)** **2. ERNEST & YOUNG, LLP** New York, NY **(PO# 4600003157)** **3. FIREFLY ENERGY ♦ CONSULTING, LLC** Dallas, TX **(PO# 4600003164)** **4. MCKINSEY & COMPANY, INC.** Washington, DC **(PO# 4600003159)** **5. NAVIGANT CONSULTING, INC.** Chicago, IL **(PO# 4600003156)** **6. PA CONSULTING GROUP, INC.** Princeton, NJ **(PO# 4600003158)**	03/29/16	Provide consulting expertise and experience in the electric utility and energy industries	03/31/21	C/P	$9,500,000		**$20,000,000****
						*Note 1: Change Order for Management Consulting Services for the Executive Office to approve increased funding in the amount of $9,500,000 and extend the term to two additional years		

♦ 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

Procurement (Services) Contracts – Extensions and/or Additional Funding
(For Description of Contracts See "Discussion")

EXHIBIT "B"
March 20, 2018

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
	7. PRICEWATERHOUSECOOPERS ADVISORY SERVICES, LLP Chicago, IL (PO# 4600003142)							
INFORMATION TECHNOLOGY - BUSINESS TRANSFOR -MATION	**SAP PUBLIC SERVICES, INC.** Philadelphia, PA **(PO# 4500280177)**	12/15/16	Provide continuation of the professional services required for the Human Resources Mosaic Improvements project	06/13/18	S/P	Note 1: extend for an additional six months and no additional funding is required		
LAW	**FOX ROTHSCHILD, LLP** Philadelphia, PA **(PO#4500276754)**	08/29/16	Provide legal representation for the Authority in connection with construction litigation	08/28/20	B/P	*Note 1: request approval for additional funding		**$2,000,000***
UTILITY OPERATIONS – OPERATIONS ENVIRONMENTAL	**ULTRA ELECTRONICS OCEAN SYSTEMS, INC.** Braintree, MA **(PO# 4600002506)**	04/01/12	Provide acoustic fish deterrent system services	04/29/19	Si/S	$141,834 *Note 1: extend for an additional 1 year with an additional amount of $141,834	$595,723	**$947,834***
UTILITY OPERATIONS – PROJECT MANAGEMENT	**DELTA ENGINEERS, ARCHITECTS, AND LAND SURVEYORS, DPC** Endwell, NY **(PO# 4600003281)**	03/10/17	Provide additional engineering services for the Emergency Energy Control Center	03/10/20	Si/S	$50,000 *Note 1: extend for an additional 2 years with an interim approval of $50,000	$50,000	**$100,000***
UTILITY OPERATIONS – PROJECT MANAGEMENT	**DEAN ENERGY SOULTIONS CORP.** Hoboken, NJ **(PO# 45000287027)**	06/29/17	Provide continuation of work for the Fuel Oil Yard Foam Fire Suppression System Project at 500 MW Power Plant	06/28/19	B/C	Note 1: extend for an additional 1 year and no additional funding is required		

♦ 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

AMENDMENT TO AGREEMENT

AMENDMENT to the **AMENDED AND RESTATED GRANT AGREEMENT** made this _____ day of February, 2018 by and between the **POWER AUTHORITY OF THE STATE OF NEW YORK**, a corporate municipal instrumentality and political subdivision of the State of New York created by the Legislature of the State by Chapter 772 of the Law of 1931, as amended, with offices located at 123 Main Street, White Plains, New York (hereinafter referred to as "**NYPA**") and **SEAWAY PRIVATE EQUITY CORPORATION**, A New York not-for-profit corporation with offices located at 101/201 Peyton Hall, Main Street, Box 8561, Clarkson University, Potsdam, New York 13699-8561 (hereinafter referred to as "**SPEC**")

WHEREAS, NYPA and SPEC entered into an Amended and Restated Grant Agreement, effective as of the 1st day of March, 2006, as amended (the "**Grant Agreement**") whereby NYPA provided SPEC with a grant in the amount of $10,000,000 (the "**Grant**") for the purpose of investing in new technology companies related to energy and/or the environment upon the terms and conditions set forth in the Grant Agreement through "Capital Commitment Agreements" as defined and described in the Grant Agreement; and

WHEREAS, the term of the Grant Agreement is set to expire on or about March 1, 2018; and

WHEREAS, the parties desire by this Amendment to extend the term as set forth herein; and

WHEREAS, the Grant Agreement further provides for a limitation on administration expenses in the sum of $750,000 to be paid, in the first instance, out of the interest earned; and

WHEREAS, the parties further desire by this Amendment to increase the limitation on administrative expenses by $50,000 to $800,000.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. Section 4 of the Grant Agreement is hereby amended and replaced in its entirety with the following:

> "4. **Term and Termination.** This Agreement shall commence as of the date set forth above and shall terminate on December 31, 2019, unless terminated earlier by SPEC or NYPA as provided herein or further extended by mutual agreement by the parties. Either party shall have the right to terminate this Agreement upon material breach by the other and failure to cure within thirty days after receipt of notice thereof from the non-breaching party. Termination of this Agreement shall not terminate either party's rights under any agreement with, or instrument or document of, any Enterprise. Termination

for breach of this Agreement shall not cancel either party's rights or remedies against the other for breach of this Agreement. Upon termination of this Agreement, if any Grant monies received by SPEC shall not have theretofore been invested in any Enterprise, then SPEC shall dispose of same in accordance with law and the purposes of its Certificate of Incorporation."

2. Section 2 of the Grant Agreement is hereby amended and replaced in its entirety with the following:

"2. **Costs and Expenses.** Reasonable legal and administrative costs of establishing SPEC corporate structures and contracts and meeting insurance requirements shall be payable form the Grant with in ten (10) business days after NYPA receives a requisition therefor from SPEC, provided that this Agreement shall not require such expenses to be paid out of the Grant to the extent that the aggregate total of all such cots during its term exceeds $800,000. NYPA shall have the right to audit such requisitions pursuant to Section 6 below. NYPA shall maintain the unspent balance of such $800,000 amount for future operating expenses of SPEC. Such cots, in the first instance, shall be paid from the interest earned on the original Grant."

3. Except as otherwise provided herein, all other terms and conditions of the Grant Agreement shall remain in full force and effect.

4. Capitalized terms undefined herein shall have the meanings prescribed to them in the Grant Agreement.

IN WITNESS WHEREOF, NYPA and SPEC have executed this Amendment to the Grant Agreement on the date first written above.

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
Gil C. Quiniones
President & Chief Executive Officer

SEAWAY PRIVATE EQUITY CORPORATION

By: _____
Anthony G. Collins, President

NEW YORK POWER AUTHORITY

Financial Report
December 31, 2017 and 2016

CONFIDENTIAL–**Exhibit A**

NEW YORK POWER AUTHORITY
Financial Report
December 31, 2017 and 2016

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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, 2017, the Authority's system of internal controls provides reasonable assurance 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.

Robert F. Lurie
Executive Vice President and Chief Financial Officer

March [20], 2018

Overview of the Consolidated Financial Statements

The New York Power Authority (the "Power Authority") is considered a special-purpose government entity engaged in business-type activities and follows financial reporting for enterprise funds. Effective January 1, 2017, the New York State Canal Corporation (the "Canal Corporation") became a subsidiary of the Power Authority, and the Power Authority assumed certain powers and duties relating to the Canal System (as defined below) to be exercised through the Canal Corporation. The Canal Corporation is responsible for a 524-mile canal system consisting of the Erie, Champlain, Oswego, and Cayuga-Seneca canals (the "Canal System"). The Power Authority and its subsidiary (collectively "the Authority") follow financial reporting for enterprise funds. The consolidated financial statements of the Authority are prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). Under the criteria set forth in GASB Statement No. 14, *The Financial Reporting Entity*, as amended by Governmental Accounting Standard (GAS) No. 39, *Determining Whether Certain Organizations Are Component Units* and GAS No. 61, *The Financial Reporting Entity: Omnibus--an amendment of GASB Statements No. 14 and No. 34*, the Authority considers its relationship to the State to be that of a related organization. The Power Authority and its subsidiary the Canal Corporation are referred to collectively as the "Authority" in the consolidated financial statements, [except where noted].

This consolidated report consists of three parts: management's discussion and analysis, the basic consolidated financial statements, and the notes to the consolidated financial statements.

The consolidated financial statements provide summary information about the Authority's overall financial condition. The notes provide explanation and more details about the contents of the consolidated financial statements.

Forward Looking Statements

The statements in this management's discussion and analysis (MD&A) that are not purely historical facts are forward-looking statements based on current expectations of future events. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes to or development in various important factors. Accordingly, actual results may vary from those we presently expect and such variations may be material. We therefore caution against placing undue reliance on the forward-looking statements contained in this MD&A. All forward-looking statements included in this MD&A are made only as of the date of this MD&A and we assume no obligation to update any such forward-looking statements as a result of new information, future events or other factors.

Summary of Revenues, Expenses and Changes in Net Position

The following is a summary of the Authority's financial information for 2017, 2016, and 2015:

	2017	2016	2015	2017 vs. 2016 favorable (unfavorable)	2016 vs. 2015 favorable (unfavorable)
	(In millions, except percentages)				
Operating revenues	$ 2,573	$ 2,421	$ 2,625	6%	(8)%
Operating expenses:					
Purchased power	557	514	689	(8)	25
Fuel oil & gas	165	152	236	(9)	36
Wheeling	618	609	599	(1)	(2)
Operations and maintenance	680	619	569	(10)	(9)
Depreciation	242	231	237	(5)	3
Impairment loss	73	—	—	(100)	—
Total operating expenses	2,335	2,125	2,330	(10)	9
Operating income	238	296	295	(20)	—
Nonoperating revenues	29	25	25	16	—
Nonoperating expenses	148	299	246	51	(22)
Net income and change in net position	119	22	74	441	(70)
Net position – beginning	4,081	4,059	—		
Canal Corporation, net position- beginning	539	—	—		
Cumulative effect of change in accounting principle	—	—	(6)		
Net position – beginning, as restated	4,620	4,059	3,985		
Net position – ending	$ 4,739	$ 4,081	$ 4,059		

The following summarizes the Authority's consolidated financial performance for the years 2017 and 2016:

The Authority had net income of $119 million for the year ended December 31, 2017 compared to $22 million in 2016, an increase of $97 million. The increase in net income was primarily due to lower nonoperating expenses of $151 million and higher non-operating income of $4 million, partially offset by lower operating income of $58 million. Non-operating expenses were lower in 2017, primarily due to expenditures in 2016 for contributions to New York State and for payments of Canal Corporation related expenses under a reimbursement agreement with the New York State Thruway Authority prior to the transfer of the Canal Corporation to the Power Authority. Operating income decreased by $58 million compared to last year primarily due to higher operating and maintenance expenses of $61 million, higher depreciation of $11 million and an impairment loss of $73 million, partially offset by a higher margin on sales of $86 million. The higher operations and maintenance expenses were primarily attributable to the inclusion of the Canal Corporation related expenses incurred in 2017. The 2017 impairment loss is related to the replacement of certain combustion turbine equipment with technically superior upgraded components.

The change in net position was attributable to the positive 2017 net income of $119 million.

The Authority had net income of $22 million for the year ended December 31, 2016 compared to $74 million in 2015, a decrease of $52 million. The decrease was primarily due to the reimbursement charges, included in nonoperating expenses, of $62 million of Canals Corporation expenditures incurred in 2016 under a funding agreement with the New York State Thruway Authority pursuant to the State Fiscal Year 2016-2017 Budget legislation. Operating income increased by $1 million compared to 2015 as lower fuel and purchased power costs substantially offset lower revenues and higher operations & maintenance expenses. Purchased power and fuel expenses decreased a total of $259 million for the year ended December 31, 2016, compared to the prior year as a result of lower prices. Operations and maintenance expenses increased by $50 million primarily due to costs related to the Canal Corporation integration and pension expense. Revenues were $204 million lower reflecting the pass-through of lower energy costs to customers, partially offset by higher transmission and hydro facility revenues.

The change in net position was attributable to the positive 2016 net income of $22 million.

Operating Revenues

Operating revenues of $2,573 million in 2017 were $152 million, or 6%, higher than the $2,421 million in 2016, primarily due to higher market-based energy sales resulting from higher hydro production and the pass-through of higher purchased power costs to customers.

Purchased Power and Fuel

Purchased power costs increased by 8% in 2017 to $557 million from $514 million in 2016, primarily due to the imposition of ZEC costs in 2017 (see note 13 (k)-"Commitments and Contingencies-Other Developments" of notes to the consolidated financial statements). Higher prices on market purchases were substantially offset by lower volumes purchased. Fuel costs were $13 million (9%) higher during 2017, primarily due to higher fuel prices ($36 million) offset by lower generation volume ($23 million).

Operations and Maintenance (O&M)

O&M expenses increased by $61 million, or 10%, in 2017 to $680 million, primarily due to the inclusion of Canal Corporation operating expenses.

Nonoperating Revenues

For 2017, nonoperating revenues increased by $4 million, or 1%, to $29 million from $25 million in 2016, primarily due to $8 million related to the transfer of the nuclear decommissioning fund to Entergy on January 30, 2017, partially offset by unrealized losses on investments.

Nonoperating Expenses

For 2017, nonoperating expenses decreased by $151 million, or 51%, primarily due to expenditures in 2016 for contributions to New York State and for payments of Canal Corporation related expenses under a reimbursement agreement with the New York State Thruway Authority prior to the transfer of the Canal Corporation to the Power Authority on January 1, 2017.

Cash Flows

Net cash flows provided by operating activities increased by $6 million in 2017 compared to 2016, due to the timing of payments and receipts.

Net Generation

Net generation was 29.9 million megawatt-hours (MWh) in 2017, a 2% increase compared to 2016 (29.3 million MWh). Net generation from the Niagara and St. Lawrence hydroelectric plants in 2017 (23.8 million MWh) was 8% higher than 2016 (22.1 million MWh) due to increased water levels on Lakes Erie and Ontario resulting in higher water flow to the Niagara and St. Lawrence hydroelectric plants. For 2017, net hydro generation was approximately 118% of long-term average and above 2016, which was 110%. Combined net generation of the fossil fuel plants for 2017 was 6.1 million MWh, or 15% lower than 2016 (7.2 million MWh).

Summary of Consolidated Statements of Net Position

The following is a summary of the Authority's consolidated statements of net position for 2017, 2016, and 2015:

	2017	2016	2015	2017 vs. 2016	2016 vs. 2015
	(In millions, except percentages)				
Current assets	$ 1,580	$ 3,082	$ 1,754	(49) %	76 %
Capital assets	5,442	4,825	4,778	13	1
Other noncurrent assets	1,638	1,529	3,003	7	(49)
Deferred outflows	66	107	40	(38)	168
Total assets and deferred outflows	$ 8,726	$ 9,543	$ 9,575	(9)	—
Current liabilities	$ 984	$ 2,439	$ 1,096	(60)	123
Noncurrent liabilities	2,655	2,668	4,110	-	(35)
Total liabilities	3,639	5,107	5,206	(29)	(2)
Deferred inflows	348	355	310	(2)	15
Net position	4,739	4,081	4,059	16	1
Total liabilities, deferred inflows and net position	$ 8,726	$ 9,543	$ 9,575	(9)	—

The following summarizes the Authority's consolidated statements of net position variances for the years 2017 and 2016:

In 2017, current assets and current liabilities decreased mainly due to the transfer of the Decommissioning Trust Fund to Entergy on January 30, 2017 (see note12(c) "Nuclear Plant Divestiture and Related Matters –Nuclear Plant Decommissioning" of notes to the consolidated financial statements). Excluding Decommissioning Trust Fund investment of $1,504 million in 2016, current assets were relatively flat year over year. Capital assets increased by $617 million (13%) to $5,442 million, compared to last year, primarily due to the transfer of Canal Corporation to the Power Authority effective January 1, 2017. Other noncurrent assets, increased by $109 million

(7%). Deferred outflows decreased by $41 million due to changes in deferral of pension resources. Current liabilities, excluding the Decommissioning Trust Fund investment of $1,504 million in 2016, increased by $49 million (5%), to $984 million compared to last year. This increase is attributable to higher accrued liabilities. Noncurrent liabilities, were relatively flat year over year. Deferred inflows decreased by $7 million (2%) compared to last year due to changes in fair value and settlements of derivative instruments, $17 million increase in the costs of removal obligation and a decrease in the deferral of pension related resource. The changes in net position for 2017 and 2016 are discussed in the summary of revenues, expenses and changes in net position in this Management's Discussion and Analysis.

In 2016, current assets and current liabilities increased mainly due to the reclassification of the Decommissioning Trust Fund from noncurrent assets and liabilities resulting from the transfer of the fund to Entergy on January 30, 2017 (see note12(c) "Nuclear Plant Divestiture and Related Matters –Nuclear Plant Decommissioning" of notes to the consolidated financial statements). Excluding Decommissioning Trust Fund investment of $1,504 million in 2016, current assets decreased by $176 million (10%) to $1,578 million primarily due to a decrease in investments resulting from sales of securities for repayment of debt in the first quarter of 2016. Capital assets increased by $47 million (1%) to $4,825 million, compared to 2015, as a result of continuing investments in generating assets at existing facilities and transmission upgrades, necessary to maintain reliability. Other noncurrent assets, excluding Decommissioning Trust Fund investment of $1,430 million in 2015, decreased by $44 million (3%) primarily due to decrease in receivable from New York State related to Transfer of Assets – see Note 13(e) "Commitments and Contingencies – New York State Budget and Other Matters". Deferred outflows increased by $67 million primarily due to changes in the deferral of pension related resources. Current liabilities, excluding the Decommissioning Trust Fund investment of $1,504 million in 2016, decreased by $161 million (15%), to $935 million compared to 2015. This decrease is attributable to the decrease in long-term debt due within one year resulting from scheduled maturities, and the Authority's repayment, on an accelerated basis, of the Adjustable Rate Tender Notes (ART Notes) and a portion of the Extendible Municipal Commercial Paper (EMCP) in the first quarter of 2016. Noncurrent liabilities, excluding Decommissioning Trust Fund investment of $1,430 million in 2015, were lower by $12 million, primarily due to decreases in long-term debt resulting from the scheduled maturities, and payments on capital lease obligations offset primarily by the increase in pension liability ($76 million). Deferred inflows increased by $45 million (15%) compared to 2015 due to changes in fair value and settlements of derivative instruments, $14 million increase in the costs of removal obligation and the deferral of pension related resource. The changes in net position for 2016 and 2015 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 $1.6 billion for various capital improvements over the five-year period 2018-2022. 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.

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

Moses Adirondack Line Replacement	$	336
Transmission Life Extension & Modernization Projects		228
Lewiston Pump Generating Plant (LPGP) LEM		211
Life Extension & Modernization LEM (RMNPP)		169
Communication Backbone		37
New Security & Warehouse Facility (St. Lawrence)		28
Sensor Deployment		26
Major Outage (Flynn)		22
Replacement Of Superstructure Bridges (RMNPP)		19
Rotor Modification-Stress Redistribution		15
R-22 Inlet Chiller System Replacement		15
New Visitor Center		13
Energy Control Center Redundancy		12
ISOC Implementation		10
IT Initiatives		10
VF Dam Crest Gate Installation		9
Ma1 And Ma2 Structure Replacements Phase II (St. Lawrence)		9
Canal Corporation		200
All Other (Projects below $9.0 million)		273
	$	**1,642**

In addition, the Authority's capital plan includes the provision of approximately $1.5 billion in financing for Energy Services and Technology 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 above. Such additional capital expenditures would be subject to evaluation and Trustee approval.

The Authority is moving forward with its plans to replace a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The replacement 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 replacement 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 replacement of obsolete wood pole structures with higher, steel pole structures, as well as replacement 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. The Authority plans to file its application for Article VII approval with the PSC in the first quarter of 2018. The Authority estimates a project cost of $440 million. Construction is expected to take four years and begin in 2019.

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. The Transmission LEM Program encompasses transmission assets in the Central, Northern and Western regions of New York and will include work to be done such as upgrades, refurbishments and replacements associated with

switchyards and substations, transmission line structures or towers and associated hardware and replacement of the submarine cable on the PV-20 line. Reinvestment in this strategic component of the Authority's overall mission supports the repair, upgrade and/or expansion of the transmission infrastructure. The Authority intends to finance the Transmission LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The work on the Transmission LEM Program is underway and is expected to continue through 2025.

The Authority's Trustees approved a $460 million Life Extension and Modernization Program at the Niagara project's Lewiston Pump-Generating Plant, (Lewiston LEM Program) of which $300 million of expenditures have been authorized and $252 million spent as of December 31, 2017. The work to be done includes a major overhaul of the plant's 12 pump turbine generator units. The Lewiston LEM Program will increase pump and turbine efficiency, operating efficiency, and the peaking capacity of the overall Niagara project. The Authority filed an application with the Federal Energy Regulatory Commission (FERC) for a non-capacity license amendment in connection with the program. The amendment was approved with a FERC order issued in 2012. The Authority intends to finance this LEM Program with internal funds and proceeds from debt obligations to be issued by the Authority. The unit work began in late 2012 and is on-going, with the final unit expected to be completed in 2020.

By order issued March 15, 2007, FERC issued the Authority a new 50-year license for the Niagara Project effective September 1, 2007. In doing so, FERC approved six relicensing settlement agreements entered into by the Authority with various public and private entities. In 2007, the Authority estimated that the capital cost associated with the relicensing of the Niagara project would be approximately $495 million. This estimate does not include the value of the power allocations and operation and maintenance expenses associated with several habitat and recreational elements of the settlement agreements. As of December 31, 2017 and 2016, the balance in the liability associated with the relicensing on the statement of net position is $274 million ($24 million in current and $250 million in other noncurrent liabilities) and $295 million ($25 million in current and $270 million in other noncurrent liabilities), respectively.

In 2003, FERC approved a Comprehensive Relicensing Settlement Agreement ("Relicensing Agreement") reached by the Authority and numerous parties and issued the Authority a new 50-year license for the St. Lawrence-FDR Project ("St. Lawrence-FDR License"). The Relicensing Agreement between the Authority and the Local Government Task Force ("LGTF") provided for a review of the Relicensing Agreement every ten years to address issues not contemplated at the time of relicensing in 2003. Following the review that began in 2013, the Authority and the LGTF entered into an agreement effective May 4, 2015 (the "LGTF Ten-Year Review Agreement") in which the Authority agreed to certain actions, including to: (1) fund an economic development strategic marketing study; (2) temporarily reduce electricity costs for certain farms and businesses; (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities. On March 26, 2015, the Authority's Trustees authorized expenditures of up to $45.1 million for the purpose of implementing the commitments in the LGTF 10-Year Review Agreement.

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

	2017	2016	2015
		(In millions)	
Long-term debt, net of current maturities:			
Senior:			
Revenue bonds	$ 720	$ 784	$ 845
Subordinated:			
Subordinated Notes, Series 2017 and 2012 (1)	44	21	21
Commercial paper	5	5	5
Total long-term debt, net of current maturities	769	810	871
Net position	4,739	4,081	4,059
Total capitalization	$ 5,508	$ 4,891	$ 4,930

(1) The Subordinated Notes, Series 2017 and 2012, which were issued in 2017 and 2012, respectively, are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

During 2017, long-term debt, net of current maturities, decreased by $41 million, primarily due to scheduled maturities, cash funding of capital expenditures, partially offset by issuance of the Subordinated Notes, Series 2017 (see below). In March 2016, the Authority redeemed the then outstanding ART 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.

Total debt to equity ratio as of December 31, 2017, was at .28-to-1 when compared to .34-to-1 as of December 31, 2016. Total debt as of December 31, 2017 is at its lowest level since December 31, 1974.

Debt Ratings

	Moody's	Standard & Poor's	Fitch
NYPA's underlying credit ratings:			
Senior debt:			
Long-term debt (a)	Aa1	AA	AA
Subordinate debt:			
Subordinate Notes, Series 2017	N/A	AA-	N/A
Subordinate Notes, Series 2012	N/A	N/A	AA
Commercial paper	P-1	A-1+	F1+

(a) Long term debt includes certain bonds - Series 2007 A, B and C Revenue Bonds and Series 2003 A Revenue Bonds – the principal and interest when due is guaranteed under insurance policies issued by MBIA Insurance Corporation and Assured Guaranty Municipal Corporation, respectively. The credit ratings of MBIA Insurance Corporation and Assured Guaranty Municipal Corporation are currently at or below the Authority's underlying credit ratings.

In January 2017, Standard & Poor's Ratings Service assigned a AA- rating to the Authority's Subordinated Notes, Series 2017 and in January 2018 also affirmed the Authority's senior and subordinate debt ratings. In December 2017, Moody's Investors Service affirmed the Authority's commercial paper rating (they did not reconfirm their rating for the Authority's senior debt or review the Authority's Subordinated Notes, Series 2017 or Series 2012). In December 2017, Fitch Ratings affirmed the Authority's commercial paper rating (they did not reaffirm their rating for the Authority's senior debt or Subordinated Notes, Series 2012 or review the Authority's Subordinated Notes, Series 2017).

The Authority has a line of credit under a 2015 revolving credit agreement, as amended (the amended 2015 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 $600 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1–3 CP Notes. The amended 2015 RCA terminates January 18, 2019. There are no outstanding borrowings under the amended 2015 RCA.

Economic Conditions

Competitive Environment

The Authority's mission is to power the economic growth and competitiveness of New York State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goals are to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

To maintain its position as a low cost provider of power in a changing environment, the Authority has undertaken and continues to carry out a multifaceted program, including: (a) the upgrade and relicensing of the Niagara and St. Lawrence-FDR projects; (b) a newly renegotiated long-term supplemental electricity supply agreements with its governmental customers located in Southeastern New York (NYC Governmental Customers); (c) construction and operation of the 500 MW combined cycle electric generating plant located at the Authority's Poletti plant site; (d) a long-term electricity supply contract with Astoria Generating LLC for the purchase of the output of a 550-MW power plant in Astoria, Queens, ("AEII"); (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 PJM ISO (f) refinancing outstanding bonds to lower the

overall cost of debt; and (g) implementation of an enterprise-wide and energy/fuel risk management program. As a component of Authority's strategic plan, efforts to modernize the Authority's generation and transmission infrastructure are being developed and implemented to increase flexibility and resiliency, and to serve customers' needs in an increasingly dynamic energy marketplace.

To achieve its goal of promoting clean energy and efficiency, the Authority implements energy 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 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 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 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 mitigation of 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 and congestion costs associated with the transmission of electricity. Any such actions are taken pursuant to policies and procedures 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, and out-of-state customers. The charges for firm and/or firm peaking power and associated energy sold by the Authority, as applicable, to the fifty-one municipal electric systems and rural electric cooperatives in New York State, two public transportation agencies, three investor-owned utilities for the benefit of rural and domestic customers, and seven out-of-state public customers have been established on the basis of the hydroelectric project costs. In November 2011, the Authority's Trustees approved a 41-month rate plan providing for phased-in rate increases covering the period ending April 30, 2015. The current rates, established with the last increase in May 2014, continue to be sufficient to recover the estimated costs to run the facilities for 2017, and will therefore remain in effect at current levels until further notice.

Expansion and Replacement Power 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 contract 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 rates similar to the Expansion and Replacement power customers, 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. Effective January 2018, new long term agreements were executed with a number of these 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 more efficiently recover its revenue requirement based upon operating and maintenance expenses as well as the capital spending necessary to maintain the reliability of its transmission system, such as the Life Extension and Modernization program. The Authority filed an unopposed Offer of Settlement on September 30, 2016 that fully resolved the issues raised by interested parties in settlement negotiations concerning the formula rate. The settlement was approved by FERC on January 19, 2017. Separately, the ATRR under the formula of $190 million initially made effective April 1, 2016 was updated on July 1, 2016 to $198.2 million pursuant to the formula rate annual update process. The ATRR effective July 1, 2017 is $212.2 million including the revenue requirement for the Marcy South Series Compensation Project.

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 RNYPP replaced two other programs, the Power for Jobs (PFJ) and Energy Cost Savings Benefit (ECSB) Programs, which had extended benefits of low-cost power to certain businesses, small businesses and not-for-profit organizations. Those PFJ and ECSB Program customers who were in substantial compliance with contractual commitments under the PFJ and ECSB Programs and who applied but did not receive RNYPP allocations are eligible to apply for transitional electricity discounts, as provided for in Chapter 60. This transitional electricity discounts program provides for declining levels of discounts through June 30, 2016 when the program terminates, if payment of such discounts is deemed feasible and advisable by the Authority's Trustees. As of December 31, 2017, the Authority's Trustees have authorized transitional electricity discount payments of up to $20 million for the period from July 1, 2012 and June 30, 2016. As of December 31, 2017, approximately $12 million of such discounts have been paid with approximately an additional $2 million in payments remaining to be made.

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 $504 million through December 2017 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, 2017, totaling cumulatively $90 million. Operations and maintenance expenses included $30 million and $43 million of residential consumer discounts in the years ended December 31, 2017 and 2016, respectively.

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 $62 million in net earnings, calculated for the period August 30, 2010 through December 31, 2017 as provided in the legislation, for deposit into the Fund. As of December 31, 2017, $42 million has been deposited into the Fund. As of December 31, 2017, the Authority has approved awards of Fund money totaling approximately $35 million to businesses that have proposed eligible projects and has made payments totaling $29 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, 2017, the Authority's Trustees approved the release of funds, of up to $10 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, 2017. As of December 31, 2017, approximately $3 million has been deposited into the Fund. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

On February 26, 2015, the Authority's Trustees approved the release of funds, of up to $3 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, 2015. On January 26, 2016, the Authority's Trustees approved up to an additional $5 million in funds for the period January 1, 2016 through December 31, 2016. As of December 31, 2016, approximately $2 million has been deposited into the Fund and no awards have been made.

Governmental Customers in the New York City Metropolitan Area

In 2005, the Authority and its eleven NYC Governmental Customers, including the Metropolitan Transportation Authority, the City of New York, the Port Authority of New York and New Jersey (Port Authority), the New York City Housing Authority, and the New York State Office of General Services, entered into long-term supplemental electricity supply agreements (2005 LTAs) with a term through December 31, 2017. Under the 2005 LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2017.

Under the 2005 LTAs, the Authority and the NYC Governmental Customers modified rates through an annual process based on cost of service principles.

In early 2018, the Authority executed new supplemental long-term electricity supply agreements (2018 LTAs) with nine of its eleven NYC Governmental Customers. Negotiations are ongoing with the remaining two NYC Governmental Customers.

Under the 2018 LTAs, effective January 1, 2018, the NYC Governmental Customers who have signed on have 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 2018 LTAs, fixed costs were set for each customer and are subject to renegotiation after five years. Variable costs, including fuel, purchased power and NYISO related costs, will be passed through to each customer by an energy charge adjustment.

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 which would have entitled the Authority to 75% of the Line's 660 MW capacity, or 495 MW, for 20 years. The Authority's capacity payment obligations under the FTCPA began upon the Line's commencement of commercial operation, which occurred on June 3, 2013. Also upon commercial operation, the FTCPA obligates the Authority to reimburse HTP for the cost of interconnection and transmission upgrades in New York and New Jersey associated with the Line and to pay for all remaining upgrade costs as they are incurred. Such interconnection and transmission upgrades have been completed. As of December 31, 2017, the Authority paid approximately $336 million of such costs related to the interconnection and transmission upgrades. The Authority's obligations under the FTCPA also include payment of the Regional Transmission Enhancement Plan (RTEP) charges allocated to HTP in accordance with the PJM tariff. Such RTEP costs are significant and are discussed 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 2017, the Authority estimated that its under-recovery of costs under the FTCPA could be in the range of approximately $84 million to $92 million per year over the next five years. The under-recovery estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades, and energy and capacity revenues.

PJM's RTEP cost allocation methodology for certain upgrades, such as the Bergen-Linden Corridor (BLC) project built by Public Service Electric & Gas Company (PSE&G) in New Jersey, is being challenged at FERC in numerous proceedings by Con Edison, the Authority, HTP and other parties on the grounds that PJM has disproportionately allocated the costs of those projects to those parties. In a separate FERC proceeding, the Authority challenged the RTEP share of the BLC project costs allocated to HTP that were effective May 1, 2017 as a result of Con Edison's termination of its PJM firm transmission rights. The cost allocations shifted approximately $533 million in RTEP charges for the BLC project that had previously been allocated to Con Edison to HTP. Such costs are in addition to the $111 million in RTEP charges for the BLC project that had been previously allocated to HTP. RTEP costs relating to the BLC project would be paid over a number of years after construction commenced in 2017. Phase I of the BLC project June 2016, Phase II was completed in the spring of 2017 and Phase III is scheduled to be completed in June 2018.

From June 2013 through December 2017, the Authority has paid approximately $90 million in RTEP charges for the Line, including the BLC project. The Authority believes that based on the FERC Order dated December 15, 2017 permitting HTP to relinquish its firm rights on the HTP Line, coupled with corresponding PJM updates to its cost allocations for 2018, RTEP charges should not be imposed on the Authority from 2018 onward. However, the December 15, 2017 order has been challenged by various PJM transmission owners and the New Jersey Board of Public Utilities ("NJBPU"). Moreover, the NJBPU filed a complaint at FERC on December 22, 2017 regarding the regional cost allocation treatment affecting PJM and NYISO.

On March 31, 2017, the Authority and HTP executed an amendment to the FTCPA. In exchange for the Authority extending the cure period for HTP to replace underwater cables that have been subject to failure and which have resulted in the Line being out of service, under the amended FTCPA the Authority will receive: (1) rights to direct HTP to take necessary actions to withdraw, cancel or terminate the 320 MW of Firm Transmission Withdrawal Rights (FTWRs), which form the basis for the RTEP cost allocations to HTP, to eliminate future RTEP costs; (2) rights to direct HTP to later reapply for and reacquire these FTWRs on the Authority's behalf; (3) guarantee that if PJM RTEP assessments cannot be eliminated despite HTP's efforts to withdraw, cancel or terminate the FTWRs, that HTP will cancel its interconnection service agreement (ISA) to physically disconnect the Line from

the PJM transmission system, causing termination of all RTEP allocations; (4) based upon RTEP costs already paid, an immediate $40 million increase in the size of the tracking account that is used to offset the cost to purchase the Line at the end of the FTCPA term, at the Authority's option, and (5) shared rights to direct power on the Line in the opposite direction of its current flow should market conditions present revenue opportunities for selling capacity and energy from New York to New Jersey. Contingent upon the successful satisfactory reduction or complete elimination of the Authority's obligation for RTEP charges, and HTP's completion of the cable replacement (or demonstration that it is in the process of completing the cable replacement), the Authority will increase the portion leased by the Authority from 75% to 87.12% of the Line's capacity, bringing the total capacity of the line leased from 495 MW to 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 estimates that increasing the leased portion of the line to 87.12% will increase its capacity payments by approximately $6 million to $9 million per year over the term of the FTCPA.

The amended FTCPA allows the Authority to seek to manage its RTEP exposure in two ways. First, the Authority can request HTP to relinquish its 320 MW of FTWRs associated with the Line. The Authority started this process which resulted in PJM's July 2017 FERC filing made at HTP's request to revise the ISA in order to relinquish HTP's FTWRS. As noted above, this led to FERC's December 15, 2017 order granting the relinquishment and subsequent PJM cost allocation updates which zeroed out NYPA's RTEP exposure commencing January 1, 2018. However, these determinations are subject to challenge, and are also questioned in a new complaint filed by the NJBPU, which attacked the December 15 order and other recent FERC decisions on cost allocation affecting both PJM and NYISO. Second, if the RTEP assessments cannot be eliminated despite HTP's efforts to terminate the FTWRs, the Authority retains the ability to direct HTP to cancel its interconnection agreement and physically disconnect the Line from the PJM transmission system. However, this option is considered less desirable because physical disconnection would eliminate the ability to make energy transactions over the Line when the cable replacement is completed. Lease payments would continue from the Authority to HTP in the event of a physical disconnection directed by the Authority.

Canal Corporation

Legislation was enacted on April 4, 2016 (the "Canal Transfer Legislation") which provided for (1) the transfer, effective January 1, 2017, of the Canal Corporation from the Thruway Authority to the Authority and (2) as of January 1, 2017, the Authority's assumption from the Thruway Authority of powers and duties relating to the Canal System, and jurisdiction over the Canal System and state assets, equipment and property in connection with the planning, development, construction, reconstruction, maintenance and operation of the Canal System, which the Authority is authorized to exercise through the Canal Corporation.

The Canal Transfer Legislation also 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. As of December 31, 2017, the Authority recognized $86 million of costs associated with the transfer of the Canal Corporation to the Authority, including certain reimbursements to the Thruway Authority in respect of calendar year 2016.

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 twelve months ended December 31, 2017, the Canal Corporation recognized $2 million in revenues, $93 million in operations and maintenance and $23 million in depreciation expense.

By resolution adopted December 12, 2017, the Canal Corporation's Board of Directors adopted a budget for 2018 that included expenditures of $82 million for operations and maintenance expenses, $40 million for capital expenses and $3 million for Canal Development Fund expenses. Through March 2017, the Authority's Trustees have authorized the release of up to $20.5 million in funding to support operations of the Canal Corporation in 2018.

Given the age of the Canal System, the Authority expects that significant maintenance and capital investments will be required to assure its continuing operation. The Authority's budget and financial plan for 2018-2021 includes Canal-related operating expenditures of $85 million per year over the next four years. The Authority's 2018-2021 budget and financial plan includes Canal System related capital expenditures of $40 million per year over the next four years. The Authority will continue to evaluate the condition of the Canal System and expects to allocate additional funding if deemed necessary through its annual budgeting process.

New York State 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.

Legislation enacted into law, as part of the 2000-2001 State budget, as amended up to the present time, has authorized the Authority as deemed feasible and advisable by the trustees, to make a series of voluntary contributions into the State treasury in connection with the PFJ Program and for other purposes as well. The PFJ Program, which had been extended to June 30, 2012, has ended and was replaced by the RNYPP, as discussed above in note 13(a) "Power Program – Recharge New York Power Program" of the notes to the financial statements. Cumulatively through December 31, 2012, the Authority has made voluntary contributions to the State totaling $475 million in connection with the ended PFJ Program.

In 2016, the Authority made contributions to the State of $91 million that were not related to the PFJ Program and which were recorded as nonoperating expenses in the year ended December 31, 2016 statements of revenues, expenses and changes in net position. These contributions were authorized by the Authority's Trustees and were

consistent with the related State fiscal year budgets. The 2016 contributions included $26 million that was paid to the State's General Fund and $65 million that was paid to Empire State Development Corporation (ESD). Cumulatively through December 31, 2016, the Authority has made voluntary contributions to the State totaling $763 million in connection unrelated to the PFJ Program.

The 2018-19 Executive Budget contains a provision authorizing the Authority as deemed "feasible and advisable by its trustees" to transfer to the State treasury to the credit of the general fund $20 million for the State fiscal year commencing April 1, 2018, the proceeds of which will be utilized to support energy-related State activities. The Authority cannot predict what additional contributions to the State may be authorized in the future.

The 2018-19 Executive Budget includes two bills that if enacted could affect the Authority's operations. One bill would clarify and enhance the Authority's statutory authority to support energy services and projects. The second bill would authorize the Authority, as deemed feasible and advisable by the Trustees, to finance, plan, design, engineer, acquire, construct, operate or manage renewable power and energy generating projects, and procure such renewable products, which the authority deems necessary or desirable to assist New York State in meeting any State clean energy standard or goals, and/or supply the needs of any public entity or authority customer within New York State. Legislation comprising the Executive Budget is subject to modification by the State Legislature.

Temporary Asset Transfers

In addition to the authorization for voluntary contributions, as a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the State's Director of Budget, and the Authority, the Authority agreed to transfer approximately $215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that had been set aside for payment to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage (see Note12(b) "Nuclear Plant and Divestiture – Nuclear Fuel Disposal". The MOU provides for the return of these funds to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of the Authority's payment obligation related to the transfer and disposal of the spent nuclear fuel or September 30, 2017. Further, the MOU provides for the Authority to transfer within 180 days of the enactment of the 2009-2010 State budget $103 million of funds set aside for future construction projects (Asset A), which amounts would be returned to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of when required for operating, capital or debt service obligations of the Authority or September 30, 2014. In February 2009, the Authority's Trustees authorized the execution of the MOU relating to the temporary transfers of Asset B ($215 million) and Asset A ($103 million) and such transfers were made in March 2009 and September 2009, respectively, following Trustee approval.

The MOU provides that the obligation of the State to return all or a portion of an amount equal to the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. Further, the MOU provides that as a condition to any such appropriation for the return of the moneys earlier than September 30, 2017 for the Spent Nuclear Fuel Reserves and earlier than September 30, 2014 for the construction projects, the Authority must certify that the monies available to the Authority are not sufficient to satisfy the purposes for which the reserves, which are the source of the funds for the transfer, were established.

In lieu of interest payments, the State has waived certain future payments from the Authority to the State. The waived payments include the Authority's obligation to pay until September 30, 2017 the amounts to which the State is entitled under a governmental cost recovery process for the costs of central governmental services. These payments would have been approximately $5 million per year based on current estimates but the waiver is limited to a maximum of $45 million in the aggregate during the period. Further, the obligation to make payments in

support of certain State park properties and for the upkeep of State lands adjacent to the Niagara and St. Lawrence power plants is waived from April 1, 2011 to March 31, 2017. These payments would have been approximately $8 million per year but the waiver would be limited to a maximum of $43 million for the period. The present value of the waivers approximates the present value of the forgone interest income.

On April 24, 2014, the Authority and the State executed an Amendment to the MOU which provides that the State shall, subject to appropriation by the State Legislature, return the $103 million (Asset A) in five installments in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $18 million for State Fiscal Year 2014-2015; (2) $21 million for State Fiscal Year 2015-2016; (3) $21 million for State Fiscal Year 2016-2017; (4) $21 million for State Fiscal Year 2017-2018; and (5) $22 million for State Fiscal Year 2018-2019. By its terms, the Amendment to the MOU became effective when it was approved and ratified by the Authority's Board of Trustees on July 29, 2014. The Authority has received cumulative installment payments of $81 million as of December 31, 2017.

The Authority and the State executed a Second Amendment to the MOU, dated as of June 30, 2017, that provides for the return to the Authority of the $215 million (Asset B) in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $22 million for State Fiscal Year 2017-18, (2) $21 million for State Fiscal Year 2018-19, (3) $43 million for State Fiscal Year 2019-20, (4) $43 million for State Fiscal Year 2020-21, (5) $43 million for State Fiscal Year 2021-22, and (6) $43 million for State Fiscal Year 2022-23. The obligation of the State to return the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. The Authority received the first installment payment of $22 million in September 2017. The Assets A and B transfers are reported in miscellaneous receivables and other ($43 million as of December 31, 2017 and 2016) and in other noncurrent assets ($172 million and $215 million at December 31, 2017 and December 31, 2016, respectively) in the statements of net position.

New York State Office of Parks, Recreation and Historic Preservation

On July 18, 2005, the Authority executed the Relicensing Settlement Agreement Addressing New License Terms and Conditions ("Settlement Agreement") entered into by several parties to the relicensing of the Niagara Project, including The New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). The Settlement Agreement provides, among other things, for the establishment of a Relicensing Settlement Agreement State Parks Greenway Fund, which is to be funded by the Authority in the amount of $3 million per year to OPRHP for the term of the 50-year License. OPRHP has requested that the Authority accelerate certain of such payments by making a lump sum payment of approximately $25 million to pay for authorized projects. In order to make the lump sum payment, the Authority issued $25.2 million in subordinated notes on February 24, 2017 and made the proceeds available to OPRHP (see Note 6 "Long-Term Debt – Subordinate Debt" of notes to the consolidated financial statements).

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 is anticipated to commence in 2018 and take approximately three years to complete with funding in the amount of approximately $40 million expected to be provided by the Authority. As of December 31, 2017, the Authority's Trustees have approved up to $5.5 million in funding by the Authority. As of December 31, 2017, the Authority has disbursed approximately $4.4 million.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, is developing an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. Costs to the Authority are estimated at $20 million over the initial three year period and are not expected to exceed $50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILe participants. On July 25, 2017, the Authority's Trustees authorized capital expenditures in the amount of $20 million for the initial phase of AGILe, which has since commenced.

New York Energy Highway

In January 2012, the Governor of New York announced the New York Energy Highway initiative, which is envisioned as a public-private partnership to upgrade and modernize the State's electric power system. The Governor formed a task force comprised of various State officials to oversee implementation of the initiative (Task Force) which is co-chaired by the Authority's President and Chief Executive Officer. In April 2012, the Task Force issued a request for information seeking ideas and proposals in furtherance of the initiative. Approximately 85 organizations responded to the Task Force's request for information and the responses included a large number of different generation and transmission project proposals. Based on the response of all these organizations, the Energy Highway Task Force issued an action plan in October 2012. The resulting Energy Highway Blueprint, calling for public and private investments in the State's energy system of about $5.7 billion over the next five to 10 years, proposed 13 specific actions, divided among four major categories: Expand and Strengthen the System, Accelerate Construction and Repair, Support Clean Energy and Technology Innovation.

In November 2012, the New York Public Service Commission (NYPSC) announced new proceedings addressing various actions described in the Blueprint including (i) the initiation of electric transmission upgrades to move excess power from upstate to downstate (AC Transmission), (ii) the creation of a contingency plan to prepare for a large generator retirement (Generation Retirement Contingency Plan) and (iii) the expansion of natural gas delivery to homeowners and businesses in New York State.

In response to the request for information and the Generation Retirement Contingency Plan and AC Transmission proceedings, the New York Transmission Owners (NYTOs), comprised of the State's largest private utilities, LIPA, and the Authority, indicated that they were exploring the creation of a new Statewide transmission entity (NY Transco) to pursue development, construction, operation, and ownership of new transmission projects. The NYTOs proposed to the Task Force and to the NYPSC several transmission projects that could be undertaken by a NY Transco entity. Participation of the Authority in the NY Transco would be contingent on the enactment of legislation by the State that enables the Authority to participate. As of the 2015 legislative session, which ended in June 2015, such enabling legislation has not been passed. On November 24, 2014, affiliates of the NYTOs formed a transmission entity (Four-Party Transco) that does not include LIPA or the Authority but would permit their participation should the necessary enabling legislation be passed.

In its November 4, 2013 Generation Retirement Contingency Plan Order, the NYPSC selected three transmission projects (TOTS projects) to be built by Consolidated Edison, New York State Electric and Gas (NYSEG) and the Authority. The NYPSC also requested that the NYTOs seek Federal Energy Regulatory Commission (FERC) approval for the three TOTS projects. On December 4, 2014, the NYTOs on behalf of themselves and the Four-Party Transco filed applications at FERC to permit the transfer of certain transmission assets to the Four-Party Transco. The Four-Party Transco also filed an application for cost allocation and recovery for five projects, including the three TOTS projects. A negotiated settlement of that cost allocation has been approved by FERC.

The Authority co-developed one of the TOTS projects, the Marcy-South Series Compensation, with NYSEG and has also completed a negotiated settlement at FERC to recover the costs of its portion of that project.

Build Smart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO 88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent within seven years – an initiative designed to produce significant savings for New York taxpayers, generate jobs, and significantly reduce greenhouse gas emissions. To meet this initiative, the Governor launched Build Smart NY, a plan to strategically implement EO 88 by accelerating priority improvements in energy performance. The Authority has offered to provide $450 million in low-cost financing for this initiative for state owned buildings and an additional $350 million for towns and municipalities. Such low-cost financing would be funded by proceeds of the Authority's commercial paper or another form of debt. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. 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. The team conducts routine outreach and meetings with affected state agencies and has commenced the implementation phase of the Build Smart NY program. As of December 31, 2017, the Authority has in aggregate provided approximately $391 million in financing for energy efficiency projects at State agencies and authorities covered by EO 88.

Certain Solar and Energy Efficiency Initiatives

In March 2012, the Authority's Trustees authorized up to $30 million in funding over five years for a solar market acceleration program involving solar research, training, and demonstration projects. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with cumulative value of up to approximately $6 million.

In June 2012, the Authority's Trustees authorized up to $30 million in funding over five years for an energy efficiency market acceleration program involving energy efficiency research, demonstration projects, and market development. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of up to approximately $17 million.

In February 2015, the Authority's Trustees authorized up to $12 million in funding over two years for initial implementation of the Five Cities Energy Plans for the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of approximately $8 million.

Clean Energy Standard

On August 1, 2016, the New York Public Service Commission ("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 estimates that it will incur ZEC Purchase Obligation costs under the CES Order of approximately $286 million in aggregate over the 2018-2021 period, of which approximately $26 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order.

Large-Scale Renewable Program

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and capacity from eligible large-scale renewable projects with a minimum size of 5MW, 10MW or 20MW, depending on the underlying technology. The goal is to procure 1 million MWh or more for the Authority's governmental customer base. Eligible projects, which may be based within or outside the State, include solar (photovoltaic), wind, hydro-electric and biomass. The Authority is in the process of developing financial strategies for the Large Scale Renewable program, which may include designating the program as a "Separately Financed Project" in accordance with the provisions of the Authority's Bond Resolution. Proposals were due September 8, 2017 and the evaluation period is ongoing.

Reforming the Energy Vision

In April 2014, the PSC commenced a proceeding to reform the State's energy industry and regulatory practices. According to the PSC, this initiative, called Reforming the Energy Vision ("REV"), will lead to regulatory changes that promote more efficient use of energy; deeper penetration of renewable energy resources such as wind and solar; and wider deployment of smaller power sources located closer to the customer load, including micro grids capable of meeting the regular demands of a community of consumers, on-site power supplies, and energy storage. REV also aims to promote greater use of advanced energy management products to enhance demand elasticity and efficiencies. The PSC order instituting the proceeding designated two tracks for the REV with track one focused on developing distributed resource markets and track two focused on reforming utility ratemaking practices.

The PSC has identified six core policy objectives for REV relating to enhanced customer knowledge and tools to support effective management of total energy bills, market animation and leverage of customer contributions, system-wide efficiency, fuels and resource diversity, system reliability and resiliency, and reduction of carbon emissions. A PSC "Staff Report and Proposal" released in April 2014 set forth a vision for how to accomplish the PSC's objectives. This report and additional information on REV, including the Order Adopting Regulatory Policy Framework and Implementation Plan issued and effective February 26, 2015 (Track 1) and Order Adopting a Ratemaking and Utility Revenue Model Policy Framework issued and effective May 19, 2016 (Track 2), are available at http://www.dps.ny.gov/. No statement on that website is incorporated by reference herein. The PSC has several ongoing proceedings related to Track 1 and Track 2 of REV that the Authority is following.

While the PSC does not have jurisdiction over rates for power generated or transmitted by the Authority, the reforms and innovations contemplated in the REV initiative are expected by the PSC to be done in conjunction with certain independent but related actions of the Authority, and will impact electricity rates for energy efficiency project customers. As a result, the Authority monitors the REV initiative closely and expects to evaluate any regulatory reforms that are ultimately implemented and their impact on project implementation and suitability for adoption by the Authority and its customers.

Retirement of Generation Resources

The retirement of generation resources may impact the Authority's resources, both positively and negatively. The reduction in the amount of generation capacity available to the system that results from generator retirement will, all other things being equal, increase the unit price paid for capacity from the Authority's resources. Retirement of resources also can affect power flows and the ability to fully access the energy available from the Authority's assets. For example, the retirement of coal-fired generation stations in Western New York could limit the amount of energy that the transmission system in the vicinity of the Authority's Niagara Project can accommodate, thus preventing the full use of this asset.

Recognizing the potential for such retirements and the impact they could have on the operation of the Niagara Project and the ability to access renewable power from Ontario, Canada, on July 20, 2015 the PSC 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 2700 MW of generation from the Authority's Niagara and Lewiston Pump-Generating Plant and ensure that, under emergency conditions, no less than 1000 MW of import capacity will be available from Ontario. This order initiated the NYISO's competitive solicitation process that will procure, pursuant to procedures established in FERC's Order 1000, transmission enhancements sufficient to meet the need identified by the PSC. In October 17, 2017, the NYISO Board of Directors approved the NYISO staff recommendation to select the transmission proposal submitted by NextEra Energy Transmission New York, Inc. as the most cost effective transmission project. The project is expected to be completed in June 2022.

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

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

Independent Auditors' Report

The Board of Trustees
Power Authority of the State of New York:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of the Power Authority of the State of New York (the Authority), which comprise the consolidated statements of net position as of December 31, 2017 and 2016, and the related consolidated statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion on the Financial Statements

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of December 31, 2017 and 2016, and its revenues, expenses, and changes in net position, and cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the information in the Management's Discussion and Analysis on pages 2 through 23 and Required Supplementary Information on pages 80 through 82 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 audits 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 20, 2018 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 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 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.

(signed) KPMG LLP

New York, NY
March 20, 2018
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NEW YORK POWER AUTHORITY

Consolidated Statements of Net Position

(In millions)

	December 31, 2017	December 31, 2016
Assets and Deferred Outflows		
Current Assets:		
Cash and cash equivalents	$ 37	$ 43
Investment in securities	1,065	1,060
Investment in securities- restricted	–	1,504
Receivables - customers	171	152
Materials and supplies, at average cost:		
Plant and general	82	85
Fuel	27	33
Miscellaneous receivables and other	198	205
Total current assets	1,580	3,082
Noncurrent Assets:		
Restricted funds:		
Cash and cash equivalents	26	25
Investment in securities	33	31
Total restricted assets	59	56
Capital funds:		
Cash and cash equivalents	–	5
Investment in securities	25	27
Total capital funds	25	32
Capital Assets:		
Capital assets not being depreciated	758	512
Capital assets, net of accumulated depreciation	4,684	4,313
Total capital assets	5,442	4,825
Other Noncurrent Assets:		
Receivable - New York State	172	215
Other long-term assets	1,382	1,226
Total other noncurrent assets	1,554	1,441
Total noncurrent assets	7,080	6,354
Total assets	8,660	9,436
Deferred outflows:		
Pensions	66	107
Total assets and deferred outflows	$ 8,726	$ 9,543

(Continued)

NEW YORK POWER AUTHORITY

Consolidated Statements of Net Position

(In millions)

Liabilities, Deferred Inflows and Net Position	December 31, 2017	December 31, 2016
Current liabilities:		
Accounts payable and accrued liabilities	$ 406	$ 328
Liability to decommission divested nuclear facilities	–	1,504
Short-term debt	485	516
Long-term debt due within one year	62	58
Capital lease obligation due within one year	31	25
Risk management activities - derivatives	–	8
Total current liabilities	984	2,439
Noncurrent liabilities:		
Long-term debt:		
Senior:		
Revenue bonds	720	784
Subordinated:		
Subordinated Notes	44	21
Commercial paper	5	5
Total long-term debt	769	810
Other noncurrent liabilities:		
Capital lease obligation	1,114	1,144
Disposal of spent nuclear fuel	219	217
Relicensing	250	270
Other long-term liabilities	303	227
Total other noncurrent liabilities	1,886	1,858
Total noncurrent liabilities	2,655	2,668
Total liabilities	3,639	5,107
Deferred inflows:		
Cost of removal obligation	330	313
Accumulated increase in fair value of derivative hedging	8	30
Pensions	10	12
Net position:		
Net investment in capital assets	2,973	2,278
Restricted	32	23
Unrestricted	1,734	1,780
Total net position	4,739	4,081
Total liabilities, deferred inflows and net position	$ 8,726	$ 9,543

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,	
	2017	2016
Operating revenues:		
Power sales	$ 1,745	$ 1,638
Transmission charges	189	174
Wheeling charges	618	609
Other	21	–
Total operating revenues	2,573	2,421
Operating Expenses:		
Purchased power	557	514
Fuel oil and gas	165	152
Wheeling	618	609
Operations	547	484
Maintenance	133	135
Depreciation	242	231
Impairment loss	73	–
Total operating expenses	2,335	2,125
Operating income	238	296
Nonoperating revenues and expenses:		
Nonoperating revenues:		
Investment income	12	15
Other	17	10
Total nonoperating revenues	29	25
Nonoperating expenses		
Contribution to New York State	–	91
Canal Reimbursement Agreement	–	62
Interest on long-term debt	47	49
Interest - other	117	117
Interest capitalized	(12)	(16)
Amortization of debt premium	(4)	(4)
Total nonoperating expenses	148	299
Net income and change in net position	119	22
Net position, January 1	4,081	4,059
Canal Corporation, net position - January 1	539	–
Net position, January 1	4,620	4,059
Net position, December 31	$ 4,739	$ 4,081

See accompanying notes to the consolidated financial statements.

NEW YORK POWER AUTHORITY

Consolidated Statements of Cash Flows

(In millions)

	Year Ended December 31,	
	2017	2016
Cash flows from operating activities:		
Received from customers for the sale of power, transmission and wheeling	$ 2,504	$ 2,356
Disbursements for:		
Purchased power	(556)	(515)
Fuel, oil and gas	(163)	(136)
Wheeling of power by other utilities	(626)	(617)
Operations and maintenance	(804)	(739)
Net cash provided by operating activities	355	349
Cash flows from capital and related financing activities:		
Gross additions to capital assets	(241)	(218)
Issuance of subordinated notes, series 2017	25	–
Repayment of bonds	(57)	(55)
Repayment of notes	(2)	(87)
Repayment of commercial paper	–	(39)
Interest paid, net	(45)	(50)
Net cash used in capital and related financing activities	(320)	(449)
Cash flows from noncapital–related financing activities:		
Energy conservation program payments received from participants	154	143
Energy conservation program costs	(232)	(142)
Issuance of commercial paper	84	110
Repayment of commercial paper	(115)	(121)
Interest paid on commercial paper	(7)	(5)
Transmission line interconnection costs	26	(49)
Contributions to New York State	–	(91)
Canal Reimbursement Agreement	(18)	(44)
Payment received from New York State	43	21
Margin deposits	(20)	–
NYISO collateral	(7)	–
Payments related to nuclear decommissioning fund transfer	8	–
Net used in noncapital-related financing activities	(84)	(178)
Cash flows from investing activities:		
Earnings received on investments	17	15
Purchase of investment securities	(4,460)	(3,074)
Sale of investment securities	4,482	3,318
Net cash provided by investing activities	39	259
Net decrease in cash	(10)	(19)
Cash and cash equivalents, January 1	73	92
Cash and cash equivalents, December 31	$ 63	$ 73
Reconciliation to net cash provided by operating activities:		
Operating income	$ 238	$ 296
Adjustments to reconcile operating income to net cash provided by operating activities:		
Change in assets, deferred outflows, liabilities and deferred inflows:		
Provision for depreciation	242	231
Net (increase) decrease in miscellaneous receivables and other	(53)	21
Net increase in receivables and materials and supplies	(61)	(70)
Net decrease in accounts payable/accrued liabilities and other	(11)	(129)
Net cash provided by operating activities	$ 355	$ 349

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 power the economic growth and competitiveness of the State by providing customers with low-cost, clean, reliable power and the innovative energy infrastructure and services they value. The Authority's financial performance goal is to have the resources necessary to achieve its mission, to maximize opportunities to serve its customers better and to preserve its strong credit rating.

The Power Authority is authorized by the Power Authority Act to help provide a continuous and adequate supply of dependable electricity to the people of the State. The Power Authority generates, transmits and sells electricity principally at wholesale. The Power Authority's primary customers are municipal and investor-owned utilities, rural electric cooperatives, high load factor industries and other businesses located throughout New York State, various public corporations located in Southeastern New York within the metropolitan area of New York City (SENY Governmental Customers), and certain out-of-state customers.

To provide electric service, the Power Authority owns and operates five major generating facilities, eleven small gas-fired electric generating facilities, and four small hydroelectric facilities in addition to a number of transmission lines, including major 765-kV and 345-kV transmission facilities. The Power Authority's five major generating facilities consist of two large hydroelectric facilities (Niagara and St. Lawrence-FDR), a large pumped-storage hydroelectric facility (Blenheim-Gilboa), the combined cycle electric generating plant located in Queens, New York (500-MW Plant) and the Richard M. Flynn combined cycle plant located on Long Island (Flynn). To provide additional electric generation capacity to the Authority's NYC Governmental Customers, the Authority entered into a long-term electricity supply agreement with Astoria Energy II LLC in 2008 for the purchase of the output of an Astoria, Queens based natural-gas fueled 550-MW generating plant, which entered service in the summer of 2011.

The Power Authority acts through a Board of Trustees. The Power Authority's Trustees are appointed by the Governor of the State of New York, with the advice and consent of the State Senate. The Power Authority is a fiscally independent public corporation that does not receive State funds or tax revenues or credits. It generally finances construction of new projects through a combination of internally generated funds and sales of bonds and notes to investors and pays related debt service with revenues from the generation and transmission of electricity. Accordingly, the financial condition of the Authority is not controlled by or dependent on the State or any political subdivision of the State. Under the criteria set forth in Governmental Accounting Standards Board (GASB) the Authority considers its relationship to the State to be that of a related organization.

Income of the Power Authority and properties acquired by it for its projects are exempt from taxation. However, the Authority is authorized by the Act to enter into agreements to make payments in lieu of taxes with respect to property acquired for any project where such payments are based solely on the value of the real property without regard to any improvement thereon by the Authority and where no bonds to pay any costs of such project were issued prior to January 1, 1972.

Article XV of the New York State Constitution provides, in part, that the barge canal, the divisions of which are the Erie canal, the Oswego canal, the Champlain canal, and the Cayuga-Seneca canal, and the terminals constructed as part of the barge canal system (collectively, the "Canal System") shall remain the property of the State and under its management and control forever. Legislation enacted in 1992 (the "1992 Legislation") transferred jurisdiction of the Canal System, among other assets and properties, from the New York State Commissioner of Transportation to the Thruway Authority, to be held by the New York Thruway Authority (the "Thruway Authority") in the name of the people of the State. Such canal system remained the property of the

State and under its management and control as exercised by and through the Thruway Authority, through its then 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,* 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 Statement 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. Construction work in progress costs are reduced by revenues received for power produced (net of expenditures incurred in operating the projects) prior to the date of completion. 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, 2017 and 2016 expressed as a percentage of average depreciable capital assets on an annual basis are:

	Average depreciation rate	
	2017	**2016**
Type of plant:		
Production:		
Hydro	2.0%	2.0%
Gas turbine/combined cycle	2.4	2.9
Transmission	2.0	2.3
General	3.2	3.3%
Canal system	3.3	—
	2.6%	2.6%

(e) *Asset Retirement and Cost of Removal Obligations*

The Authority applies the applicable provisions of ASC Topic 410, *Asset Retirement and Environmental Obligations*, which requires an entity to record 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.

ASC Topic 410 does not apply to asset retirement obligations involving pollution remediation obligations that are within the scope of GAS No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The Authority applies GAS No. 49 which, upon the occurrence of any one of five specified obligating events, requires an entity to estimate the components of expected pollution remediation outlays and determine whether outlays for those components should be accrued as a liability or, if appropriate, capitalized when goods and services are acquired. The Authority had no liabilities recorded related to GAS No. 49 at December 31, 2017 or 2016.

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, 2016	$ 53	$ 313
Depreciation Expense	–	14
Other expense	–	3
Balance – December 31, 2017	$ 53	$ 330

(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. In 2017, the Authority incurred an impairment loss of $73 million, which consisted of $62 million in capital assets and $11 million of equipment in materials and supplies, related to the planned replacement of certain combustion turbine equipment with technically superior upgraded components (see note 5 of notes to the consolidated financial statements).

(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.*

(l) *Other Long-Term Assets*

Other long-term assets at December 31, 2017 and 2016 consist of the following:

	December 31,	
	2017	**2016**
	(In millions)	
Other long-term assets:		
Regulatory assets (a):		
Recoverable electricity supply market costs	$ 320	$ 277
Risk management activities	–	8
Other regulatory assets	21	26
Total regulatory assets	341	311
Energy efficiency program costs (b)	400	323
Other long-term receivables	291	235
Transmission line interconnection costs	274	292
Other	76	65
Total other long-term assets	$ 1,382	$ 1,226

(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.

On October 24, 2017, a Memorandum of Understanding was entered between the Authority and ten investor owned utility companies to provide Hurricane Relief assistance in Puerto Rico. The Authority's deployment cost associated with the assistance efforts are subject to reimbursement by the Emergency Management Assistant Compact (EMAC) program. As of December 31, 2017, 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 $32 million in other non-current liabilities and $6 million in current liabilities at December 31, 2017 and 2016 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 48% of the Authority's operating revenues in 2017 and 2016, 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. Accordingly, the Power Authority does not apply 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 to these transactions.

(q) *Operating Expenses*

The Authority's operating expenses include fuel, operations and maintenance, depreciation, purchased power costs, and other expenses related to the sale of power. Energy costs are charged to expense as incurred.

Purchased power costs include capacity, energy and ancillary service purchases made in the wholesale market on behalf of its customers (except for those made through previously approved purchased power agreements). Wheeling expenses are based on contractual and/or tariff rates of the service provider and are recovered through pass-through provisions in customer contracts.

(r) *Pension Plans*

The Authority is a cost-sharing employer that participates in the New York State and Local Employees' Retirement System (NYSLERS), which is a cost-sharing multiple-employer plan in which the participating government employers pool their assets and their obligations to provide defined benefit pensions. The plan assets of this type of plan can be used to pay the pensions of the retirees of any participating employer. The amounts reported by the Authority for its proportionate share of the net pension liability, pension expense and deferred outflows and deferred inflows have been provided by the New York State and Local Employees' Retirement System to employers participating in the NYSLERS in accordance with Statement No. 68, *Accounting and Financial Reporting for Pensions*, and have been determined on the same basis as reported by the NYSLERS. See Note 10 "Pension Plans" of the notes to the consolidated financial statements.

(s) *New Accounting Pronouncements*

In 2017, GASB issued GAS Statement No. 87 (Statement No. 87), *Leases*, which is effective for reporting periods beginning after December 15, 2019. Statement 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 Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Authority is evaluating the impact of Statement No. 87 on its consolidated financial statements.

In June 2015, GASB issued GAS Statement No. 75 (Statement No. 75), Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, which is effective for fiscal years beginning after June 15, 2017. This statement requires governments that provide other postemployment benefits (OPEB) to their employees to recognize their unfunded accrued other postemployment benefits (OPEB) obligation in their financial statements. The Authority is evaluating the impact of Statement No. 75.on its consolidated financial statements

(3) Bond Resolution

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 therefor (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.

(4) Cash and Investments

Investment of the Authority's funds is administered in accordance with the applicable provisions of the Bond Resolution and with the Authority's investment guidelines. These guidelines comply with the New York State Comptroller's investment guidelines for public authorities and were adopted pursuant to Section 2925 of the New York Public Authorities Law.

(a) *Credit Risk*

The Authority's investments are restricted to (a) collateralized certificates of deposit, (b) direct obligations of or obligations guaranteed by the United States of America or the State of New York, (c) obligations issued or guaranteed by certain specified federal agencies and any agency controlled by or supervised by and acting as an instrumentality of the United States government, and (d) obligations of any state or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision which is rated in any of the three highest long-term rating categories, or the highest short-term rating category, by nationally recognized rating agencies. The Authority's investments in the debt securities of Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB) and Federal Home Loan Mortgage Corp. (FHLMC) were rated Aaa by Moody's Investors Services (Moody's), AAA by Fitch Ratings (Fitch) and AA+ by Standard & Poor's (S&P).

(b) *Interest Rate Risk*

Securities that are the subject of repurchase agreements must have a market value at least equal to the cost of the investment. The agreements are limited to a maximum fixed term of five business days and may not

exceed the greater of 5% of the investment portfolio or $100 million. The Authority has no other policies limiting investment maturities.

(c) *Concentration of Credit Risk*

There is no limit on the amount that the Authority may invest in any one issuer; however, investments in authorized certificates of deposit shall not exceed 25% of the Authority's invested funds. At December 31, 2017, the Authority's total investment portfolio of $1,178 million included investments of $379 million (32%), $291 million (25%), $200 million (17%) and $148 million (13%) and $105 million (9%) in securities of FHLB, FNMA, FHLMC and FFCB and other various municipal debt securities, respectively.

At December 31, 2016, the Authority's total investment portfolio of $2,695 million included investments of $406 million (15%), $316 million (12%), $217 million (8%) and $102 million (4%) and $72 million (3%) in securities of FNMA, FHLMC, FHLB and FFCB and other various municipal debt securities, respectively.

(d) *Decommissioning Fund*

The Decommissioning Trust Fund was a fund managed by external investment portfolio managers. Under the Decommissioning Agreements, the Authority made no further contributions to the Decommissioning Funds. The Authority's decommissioning responsibility did not exceed the amounts in each of the Decommissioning Funds. Therefore, the Authority's obligation was not affected by various risks which include credit risk, interest rate risk, and concentration of credit risk. In addition, the Decommissioning Trust Fund was not held within the Trust Estate of the Bond Resolution and therefore was administered under separate investment guidelines from those of the Authority or New York State. The Authority transferred its beneficial interest in the Decommissioning Funds to Entergy on January 30, 2017. See Note 12(c) "Nuclear Plant Divestiture and Related Matters – Nuclear Plant Decommissioning" of notes to the consolidated financial statements.

(e) *Other*

All investments are held by designated custodians in the name of the Authority. The bank balances at December 31, 2017 and 2016 were $58 million and $44 million, respectively, of which $57 million and $43 million, respectively, were uninsured, but were collateralized by assets held by the bank in the name of the Authority. As of December 31, 2016, the Authority had $50 million of investments in repurchase agreements.

Cash and Investments of the Authority at December 31, 2017 and 2016 are as follows:

			Restricted			
December 31, 2017	**Total**	**Total restricted**	**Canal Developemnt Fund**	**WNYEDF, POCR, projects and other**	**Capital fund**	**Unrestricted**
			(In millions)			
Cash and investments:						
Cash and cash equivalents	$ 63	26	8	18	—	37
Other debt securities:						
FNMA	291	2	—	2	—	289
FHLMC	200	30	—	30	11	159
FHLB	379	1	—	1	10	368
FFCB	148	—	—	—	—	148
All other	105	—	—	—	4	101
	1,123	33	—	33	25	1,065
Total investments	1,123	33	—	33	25	1,065
Total cash and investments	$ 1,186	59	8	51	25	1,102
Summary of maturities (years):						
0 – 1	$ 394	59	8	51	25	310
1 – 5	792	—	—	—	—	792
	$ 1,186	59	8	51	25	1,102

Petroleum Overcharge Restitution (POCR) Funds – Legislation enacted into State law from 1995 to 2002, 2007 and 2008 authorized the Authority to utilize petroleum overcharge restitution (POCR) funds and other State funds (Other State Funds), to be made available to the Authority by the State pursuant to the legislation, for a variety of energy-related purposes, with certain funding limitations. The legislation also states that the Authority "shall transfer" equivalent amounts of money to the State prior to dates specified in the legislation. The use of POCR funds is subject to comprehensive Federal regulations and judicial orders, including restrictions on the type of projects that can be financed with POCR funds, the use of funds recovered from such projects and the use of interest and income generated by such funds and projects. Pursuant to the legislation, the Authority is utilizing POCR funds and the Other State Funds to implement various energy services programs that have received all necessary approvals.

The disbursements of the POCR funds and the Other State Funds to the Authority, and the Authority's transfers to the State totaling $60.9 million, took place from 1996 to 2009. The POCR funds are included in restricted funds in the statements of net position. The funds are held in a separate escrow account until they are utilized.

As of December 31, 2017, restricted funds include the POCR fund ($9 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 ($13 million), the Northern New York Economic Development Fund ($3 million) (see Note 13(a) "Commitments and Contingencies – Power Programs") and other ($8 million).

			Restricted			
December 31, 2016	**Total**	**Total restricted**	**Decommissioning Trust Fund**	**WNYEDF, POCR, projects and other**	**Capital fund**	**Unrestricted**
			(In millions)			
Cash and investments:						
Cash and cash equivalents	$ 73	25	—	25	5	43
U.S. government:						
Treasury Notes	5	—	—	—	—	5
GNMA	—	—	—	—	—	—
	5	—	—	—	—	5
Other debt securities:						
FNMA	406	21	—	21	15	370
FHLMC	316	10	—	10	1	305
FHLB	217	—	—	—	10	207
FFCB	102	—	—	—	—	102
All other	72	—	—	—	1	71
	1,113	31	—	31	27	1,055
Portfolio Manager	1,504	1,504	1,504	—	—	—
Total investments	2,622	1,535	1,504	31	27	1,060
Total cash and investments	$ 2,695	1,560	1,504	56	32	1,103
Summary of maturities (years):						
0 – 1	$ 417	56	—	56	31	330
1 – 5	762	—	—	—	—	762
5 – 10	11	—	—	—	—	11
10+	1	—	—	—	1	—
Portfolio manager	1,504	1,504	1,504	—	—	—
	$ 2,695	1,560	1,504	56	32	1,103

As of December 31, 2016, restricted funds include the POCR fund ($9 million), the Lower Manhattan Energy Independence Initiative fund ($6 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing costs ($13 million), the Western New York Economic Development Fund ($20 million), the Northern New York Economic Development Fund ($2 million) (see Note 13(a) "Commitments and Contingencies – Power Programs") and other ($6 million).

(5) Capital Assets

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2017.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 164	—	29	193
Construction in progress	348	271	(54)	565
Total capital assets not being depreciated	512	271	(25)	758
Capital assets, being depreciated:				
Production – Hydro	2,067	34	—	2,101
Production – Gas turbine/combined cycle	2,440	—	(62) (a)	2,378
Transmission	2,163	30	—	2,193
General	1,333	26	(204)	1,155
Canal System	—	14	698	712
Total capital assets being depreciated	8,003	104	432	8,539
Less accumulated depreciation for:				
Production – Hydro	797	35	—	832
Production – Gas turbine/combined cycle	1,082	90	—	1,172
Transmission	1,229	40	—	1,269
General	582	40	(205)	417
Canal System	—	24	141	165
Total accumulated depreciation	3,690	229	(64)	3,855
Net value of capital assets, being depreciated	4,313	(125)	496	4,684
Net value of all capital assets	$ 4,825	146	471	5,442

(a) In 2017, the Authority incurred an impairment loss of $73 million, which consisted of $62 million in capital assets and $11 million of equipment in materials and supplies, related to the replacement of certain combustion turbine equipment with technically superior upgraded components.

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2016.

	Beginning balance	Additions	Retirements/ Transfers	Ending balance
	(In millions)			
Capital assets, not being depreciated:				
Land	$ 160	4	—	164
Construction in progress	428	251	(331)	348
Total capital assets not being depreciated	588	255	(331)	512
Capital assets, being depreciated:				
Production – Hydro	2,000	75	(8)	2,067
Production – Gas turbine/combined cycle	2,427	13	—	2,440
Transmission	2,002	167	(6)	2,163
General	1,245	91	(3)	1,333
Total capital assets being depreciated	7,674	346	(17)	8,003
Less accumulated depreciation for:				
Production – Hydro	770	35	(8)	797
Production – Gas turbine/combined cycle	984	98	—	1,082
Transmission	1,186	48	(5)	1,229
General	544	42	(4)	582
Total accumulated depreciation	3,484	223	(17)	3,690
Net value of capital assets, being depreciated	4,190	123	—	4,313
Net value of all capital assets	$ 4,778	378	(331)	4,825

(6) Long-Term Debt

a. Components

	Amount					redemption date prior to maturity
	2017	2016	Interest rate	Maturity		
	(In millions)					
Senior debt:						
Revenue Bonds (Tax-Exempt):						
Series 2007 A Revenue Bonds:						
Term Bonds	$ 82	$ 82	4.5% to 5.0%	11/15/2047	**	Any date
Series 2007 C Revenue Bonds:						
Serial Bonds	144	176	4.0% to 5.0%	11/15/2018 to 2021		Any date
Series 2011 A Revenue Bonds:						
Serial Bonds	60	62	3.0% to 5.0%	11/15/2018 to 2031	*	11/15/2021
Term Bonds	39	39	4.0% to 5.0%	11/15/2038	**	11/15/2021
Series 2015 A Revenue Bonds:						
Serial Bonds	43	56	2.0% to 5.0%	11/15/2018 to 2020		N/A
Revenue Bonds (Taxable):						
Series 2003 A Revenue Bonds:						
Term Bonds	163	169	5.230% to 5.749%	11/15/2018 to 2033	**	Any date
Series 2007 B Revenue Bonds:						
Term Bonds	239	239	5.905% to 5.985%	11/15/2037 and 2043	**	Any date
Serial Bonds	—	4	5.603%	11/15/2017		N/A
	770	827				
Plus unamortized premium and discount	16	20				
Less deferred refinancing costs	6	6				
	780	841				
Less due in one year	60	57				
Long-term senior debt, net of due in one year	$ 720	$ 784				

* $26.4 million due 2022 is non-callable.

** Bonds are subject to sinking fund provisions.

	Amount			
	2017	**2016**	**Interest rate**	**Maturity**
	(In millions)			
Subordinate debt:				
Subordinated Notes, Series 2017	25	—	2.61% to 4.27%	2022 to 2041
Subordinated Notes, Series 2012	21	22	1.70% to 4.05%	2018 to 2037
Commercial Paper:				
EMCP (Series 1)	5	5	1.00%	2021
	51	27		
Less due within one year	2	1		
	49	26		
Total Long-term debt	831	868		
Less due within one year	62	58		
Long-term debt, net of due in one year	$ 769	$ 810		

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

Senior Debt

As indicated in Note 3 "Bond Resolution" of notes to the consolidated financial statements, the Authority has pledged future revenues to service the Obligations and Parity Debt (Senior Debt) issued under the Bond Resolution. The total principal and interest remaining to be paid on the Senior Debt is $1,282 billion as of December 31, 2017. Principal and interest paid for 2017 and operating income plus depreciation were $101 million and $480 million, respectively. Principal and interest paid for 2016 and operating income plus depreciation were $187 million and $527 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, 2017 and 2016, the current market value of the senior debt was approximately $880 million and $933 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 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds, and the Series 2015 A Revenue Bonds.

In November 2012, the Authority's Trustees authorized the issuance of Subordinated Notes, Series 2012 (Subordinated Notes, Series 2012), in a principal amount not to exceed $30 million for the purpose of accelerating the funding for the State Parks Greenway Fund, which was established pursuant to the Niagara Relicensing Settlement entered into by the Authority and the New York State Office of Parks, Recreation & Historic Preservation. The Authority issued the Subordinated Notes on December 18, 2012 in the amount of $25 million. These Subordinated Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

Commercial Paper – Under the Extendible Municipal Commercial Paper (EMCP) Note Resolution, adopted December 17, 2002, and as subsequently amended and restated, the Authority may issue a series of notes, designated EMCP Notes, Series 1, maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of $200 million (EMCP Notes). It is the Authority's intent to remarket the EMCP Notes as they mature with their ultimate retirement in 2021. The Authority has the option to extend the maturity of the EMCP Notes and would exercise such right in the event there is a failed remarketing. This option serves as a substitute for a liquidity facility for the EMCP Notes.

Under the Commercial Paper Note Resolution adopted June 28, 1994, as subsequently amended and restated, the Authority may issue from time to time a separate series of notes maturing not more than 270 days from the date of issue, up to a maximum amount outstanding at any time of $400 million (Series 1 CP Notes), $450 million (Series 2 CP Notes), $350 million (Series 3 CP Notes) and $220 million (Series 4 CP Notes). See Note 7 of the notes to the financial statements for Series 1, and certain Series 2 and Series 3 CP Notes designated as short-term debt. There were no Series 4 CP Notes outstanding at December 31, 2017.

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 2015 revolving credit agreement, as amended (the amended 2015 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 $600 million in aggregate principal amount outstanding at any time for certain purposes, including the repayment of the Series 1–3 CP Notes. The amended 2015 RCA terminates January 18, 2019. There are no outstanding borrowings under the amended 2015 RCA.

CP Notes and EMCP Notes are subordinate to the Series 2003 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Series 2015 A Revenue Bonds.

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 December 31, 2017.

Maturities and Interest Expense:	Long-Term Debt (In millions)			Capitalized Lease Obligations (In millions)		
	Principal	Interest	Total	Principal	Interest	Total
Years ending December 31:						
2018	$ 62	43	105	$ 31	90	121
2019	65	40	105	37	88	125
2020	67	36	103	43	85	128
2021	60	33	93	50	81	131
2022	41	31	72	58	77	135
2023 – 2027	92	133	225	434	294	728
2028 – 2032	139	103	242	492	74	566
2033 – 2037	114	66	180	—	—	—
2038 – 2042	84	39	123	—	—	—
2043 – 2047	97	14	111	—	—	—
	821	538	1,359	1,145	789	1,934
Plus unamortized bond premium	16	—	16	—	—	—
Less deferred refinancing cost	6	—	6	—	—	—
Total	$ 831	538	1,369	$ 1,145	789	1,934

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, 2017 the reset rate would have been 7%.

c. Changes in Noncurrent Liabilities

Changes in the Authority's noncurrent liabilities for the year ended December 31, 2017 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 827	—	57	770	60
Subtotal	827	—	57	770	60
Subordinate debt:					
Subordinated Notes, Series 2017	—	25	—	25	1
Subordinated Notes, Series 2012	22	—	1	21	1
Commercial paper	5	—		5	—
Subtotal	27	25	1	51	2
Net unamortized discounts/ premiums and deferred losses	14	—	4	10	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 868	25	62	831	62
Other noncurrent liabilities:					
Capitalized lease obligation	$ 1,144	—	30	1,114	31
Disposal of nuclear fuel	217	2	—	219	—
Relicensing	270	18	38	250	—
Other	227	76	—	303	—
Total other noncurrent liabilities	$ 1,858	96	68	1,886	31

Changes in the Authority's long-term liabilities for the year ended December 31, 2016 are comprised of the following:

	Beginning balance	Additions	Maturities/ refundings and other	Ending balance	Due within one year
			(In millions)		
Senior debt:					
Revenue bonds	$ 882		55	827	57
Adjustable rate tender notes	86	—	86	—	—
Subtotal	968	—	141	827	57
Subordinate debt:					
Subordinated Notes, Series 2012	22	—	—	22	1
Commercial paper	44	—	39	5	—
Subtotal	66	—	39	27	1
Net unamortized discounts/ premiums and deferred losses	18	—	4	14	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	$ 1,052	—	184	868	58
Other noncurrent liabilities:					
Capitalized lease obligation	$ 1,169	—	25	1,144	25
Nuclear decommissioning	1,430	74	1,504	—	1,504
Disposal of nuclear fuel	217	—	—	217	—
Relicensing	270	18	18	270	—
Other	153	155	81	227	—
Total other noncurrent liabilities	$ 3,239	247	1,628	1,858	1,529

(7) Short-Term Debt

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

	December 31,			
	2017		2016	
	Availability	Outstanding	Availability	Outstanding
	(In millions)			
CP Notes (Series 1)	$ 225	$ 175	$ 176	$ 224
CP Notes (Series 2)	162	288	180	270
CP Notes (Series 3)	328	22	328	22

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.

The changes in short-term debt are as follows:

	Beginning balance	Increases	Decreases	Ending balance
		(In millions)		
Year:				
2017	$ 516	83	114	485
2016	$ 528	109	121	516

(8) Risk Management and Hedging Activities

Overview

The Authority purchases insurance coverage for its operations, and in certain instances, is self-insured. Property insurance protects the various real and personal property owned by the Authority and the property of others while in the care, custody and control of the Authority for which the Authority may be held liable. Liability insurance protects the Authority from third-party liability related to its operations, including general liability, automobile, aircraft, marine and various bonds. 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 and the physical damage claims for its owned and leased vehicles. The Authority is also self-insured for portions of its medical, dental and workers' compensation insurance programs. The Authority pursues subrogation claims as appropriate against any entities that cause damage to its property.

Another aspect of the Authority's risk management program is to manage risk and related volatility on its earnings and cash flows associated with electric energy prices, fuel prices, electric capacity prices and interest rates. 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 (many of the Authority's customer contracts provide for the complete or partial pass-through of these costs), the Authority hedges market risks through the use of financial derivative instruments and/or physical forward contracts. Hedges are transacted by the Authority to mitigate volatility in the cost of energy or related products needed to meet customer needs; to mitigate risk related to the price of energy and related products sold by the Authority; to mitigate risk related to margins (electric sales versus fuel use) where the Authority owns generation or other capacity; and mitigation of geographic cost differentials of energy procured or sold for transmission or transportation to an ultimate location. Commodities to be hedged include, but are not limited to, natural gas, natural gas basis, electric energy, electric capacity and congestion costs associated with the transmission of electricity.

To achieve the Authority's risk management program objectives, the Authority's Trustees have authorized the use of various interest rate, energy, and fuel derivative instruments for hedging purposes that are considered derivatives under GAS No. 53, *Accounting and Financial Reporting for Derivative Instruments* (GAS No. 53).

The fair values of all Authority derivative instruments, as defined by GAS No. 53, are reported in current and noncurrent assets or liabilities on the statements of net position as risk management activities. For designated hedging derivative instruments, changes in the fair values are deferred and classified as deferred outflows or deferred inflows on the statements of net position. For renewable energy derivative instruments, designated as investment derivative instruments, changes in fair value are deferred as regulatory assets or liabilities, as they are recoverable from customers by contractual agreements. The fair value for over-the-counter and exchange-traded energy, renewable energy, natural gas and capacity derivative instruments are determined by the latest end-of-trading-month forward prices over the lifetime of each outstanding energy derivative instrument using the prices published by Standard & Poor's Global Platt's ("Platts") or internal pricing models.

Derivative Instruments

The following table shows the fair value of outstanding derivative instruments for 2017 and 2016:

Derivative instrument description	Fair value balance December 31, 2016	Net change in fair value	Fair value balance December 31, 2017	Type of hedge or transaction	Financial statement classification for changes in fair value	Notional amount December 31, 2017	Unit of Measure
			($ in millions)				
Energy swaps	15	(13)	2	Cash Flow	Deferred inflow	(4,517,985)	MWh
Renewable energy swaps	(8)	8	—	Investment	Regulatory Asset	—	MWh
Energy capacity futures	13	(7)	6	Cash Flow	Deferred inflow	(9,125,000)	KWm
Fuel futures/swaps	2	(2)	—	Cash Flow	Deferred inflow	—	MMBtu
Totals	$ 22	$ (14)	$ 8				

Energy swaps – The Authority has outstanding short-term forward energy swaps to manage the revenue stream of forecasted merchant hydro sales and the cost of forecasted purchased power requirements and transmission congestion for certain business customers through 2020. Net settlement receipts were $39.7 million and $21.3 million in 2017 and 2016, respectively.

Renewable energy swaps – The Authority had outstanding long-term forward energy swaps and purchase agreements based upon a portion of the generation of the counterparties' wind-farm-power-generating facilities through 2017. The fixed price ranged from $74 to $75 per MWh and included the purchase of the related environmental attributes. The intent of the swaps and purchase agreements was to assist certain customers in

acquiring and investing in wind power and related environmental attributes to satisfy certain New York State mandates to support renewable energy. Net settlement payments were $8.3 million and $8.7 million in 2017 and 2016, respectively. The Authority recovered any net settlements through specific contractual agreements with customers.

Energy capacity futures – The Authority has outstanding forward installed capacity futures intended to mitigate the volatility of market prices for transactions in the NYISO markets through 2019. Net settlement receipts were $23.1 million and $5.4 million in 2017 and 2016, respectively.

Fuel futures/swaps – The Authority had outstanding forward natural gas futures, intended to mitigate the volatility of market prices for fuel to operate certain electrical generating facilities in 2017 and 2016 for the benefit of certain of the Authority's customers. Net settlement payments were $ 6.1 and $2.4 million in 2017 and 2016, respectively.

Other – The Authority from time to time enters into certain derivative instruments that may become ineffective as hedging instruments 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. The fair value of these derivative instruments was insignificant to the Authority's 2017 and 2016 financial statements.

Counterparty Credit Risk

The Authority's policy regarding the creditworthiness of counterparties for interest rate derivative instruments is defined in the Bond Resolution. The policy requires that such counterparties be rated in at least the third highest rating category for each appropriate rating agency maintaining a rating for qualified swap providers at the time the derivative instrument is executed or have a guarantee from another appropriate entity or an opinion from the rating agencies that the underlying bonds or notes will not be downgraded on the derivative instrument alone. The Authority's Board of Trustees has adopted a Policy for the Use of Interest Rate Exchange Agreements which provides the overall framework for delegation of authority; allowable interest rate hedging instruments; counterparty qualifications and diversification as well as reporting standards.

The Authority also imposes thresholds, based upon agency-published credit ratings and/or analysis, for unsecured credit that can be extended to counterparties to the Authority's commodity derivative transactions. The thresholds are established in bilateral credit support agreements with counterparties and require collateralization of market values in excess of the thresholds. In addition, the Authority regularly monitors each counterparty's market-implied credit ratings and financial ratios and the Authority can restrict transactions with counterparties on the basis of that monitoring, even if the applicable unsecured credit threshold is not exceeded.

Based upon the fair values as of December 31, 2017, 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 basis risk on its pay-fixed interest rate swaps since it receives variable-rate payments on these hedging derivative instruments based upon indexes which differ from the actual interest rates the Authority pays on its variable-rate debt. The Authority remarkets its Notes at rates that approximate SIFMA and LIBOR after considering other factors such as the Authority's creditworthiness.

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 incur costs as a result of the hedging derivative instrument's inability to offset the delivery price of the related energy.

Rollover risk – Certain commodity derivative instruments are based upon projected future customer loads or facility operations. Beyond the terms of these derivative instruments, the Authority is subject to the corresponding market volatilities.

Termination risk – The Authority or its counterparties may terminate a derivative instrument agreement if either party fails to perform under the terms of the agreement. The risk that such termination may occur at a time which may be disadvantageous to the Authority has been mitigated by including certain terms in these agreements by which the counterparty has the right to terminate only as a result of certain events, which includes a payment default by the Authority; other Authority defaults which remain uncured within a defined time-frame after notice; bankruptcy or insolvency of the Authority (or similar events); or a downgrade of the Authority's credit rating below investment grade. If at the time of termination the Authority has a liability position, related to its hedging derivative instruments, the Authority would be liable to the counterparty for a payment equal to the liability, subject to netting arrangements.

Market access risk – The Authority remarkets its CP Notes on a continuous basis. Should the market experience a disruption or dislocation, the Authority may be unable to remarket its Notes for a period of time. To mitigate this risk, the Authority has entered into liquidity facilities with highly rated banks to provide loans to support the CP Note programs. See Note 6 "Long-Term Debt" of the notes to the consolidated financial statements.

Dodd Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (DF Act) addresses, among other things, interest rate and 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 still being promulgated, 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

The Authority adopted GAS Statement No. 72, *Fair Value Measurement and Application* during the year ended December 31, 2016 (GAS No. 72). GAS No. 72 provides guidance for determining fair value measurements and requires disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques for certain assets and liabilities. The implementation of this standard does not have a material effect on the Authority's reporting as the fair value measurement is already maintained by the Authority. The Authority's investments and derivatives are recorded at fair value as of December 31, 2017 and 2016.

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 hierarchy is based upon pricing transparency and is not necessarily an indication of the Authority's perceived risk of that instrument.

The following describes the hierarchy of inputs used 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 a government 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 government's own data.

The following describes the valuation methodologies used 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.

- Common trust fund – Effective January 30, 2017, the Authority transferred its beneficial interest in the Decommissioning Funds to Entergy (see Note 12(c) "Nuclear Plant Divestiture and Related Matters – Nuclear Plant Decommissioning" of notes to the consolidated financial statements). As of December 31, 2016, the common trust fund represented the Nuclear Decommissioning Trust Fund (see Note 4(d) "Cash and Investments – Decommissioning Fund" of notes to the consolidated financial statements). The fair value of the common trust fund as of December 31, 2016, was primarily derived from the quoted prices in active markets on the underlying securities. The trust fund is a balance account that invests in a mix of asset classes, either directly through purchases of debt and equity securities, exchange-traded funds, and other collective funds.

- Derivative instruments – The Authority hedges market risks through the use of financial 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, renewable energy, natural gas and natural gas transportation 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 PSC's publications.

The following tables summarize the Authority's assets and liabilities within the fair value hierarchy at December 31, 2017 and December 31, 2016:

	Fair Value Measurements (in millions)			
December 31, 2017	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
Cash and cash equivalents	$ 63	$ 63	$ -	$ -
Federal Agency securities:				
FNMA	291	-	291	-
FHLMC	200	-	200	-
FHLB	379	-	379	-
FFCB	148	-	148	-
Municipal Bonds	102	-	102	-
All other	3	-	-	3
Total cash and investments at fair value	1,186	63	1,120	3
Derivative instruments:(a)				
Energy swaps	2	-	2	-
Energy capacity futures	6	-	-	6
Total derivatives assets at fair value	8	-	2	6
Total Assets at Fair Value	**$** 1,194	$ 63	$ 1,122	$ 9

	Fair Value Measurements (in millions)			
December 31, 2016	**Total**	**Level 1**	**Level 2**	**Level 3**
Assets				
Cash and cash equivalents	$ 73	$ 73	$ -	$ -
U.S. government:				
US Treasury Notes	5	5	-	-
Federal Agency securities:				
FNMA	406	-	406	-
FHLMC	316	-	316	-
FHLB	217	-	217	-
FFCB	102	-	102	-
Municipal Bonds	68	-	68	-
All other	4	-	-	4
Common trust fund	1,504	-	1,504	-
Total cash and investments at fair value	2,695	78	2,613	4
Derivative instruments:(a)				
Energy/Electric - swaps	15	-	15	-
Energy capacity futures	13	-	-	13
Fuel futures/swaps	2	-	2	-
Total derivatives assets at fair value	30	-	17	13
Total Assets at Fair Value	$ 2,725	$ 78	$ 2,630	$ 17
Liabilities				
Derivative instruments:(a)				
Renewal energy swaps	$ 8	$ -	$ 8	$ -
Total derivative liability at fair value	8	-	8	-
Total Liabilities at Fair Value	$ 8	$ -	$ 8	$ -

(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, 2017 and 2016, 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 percent of final average salary (FAS) times the number of years of service, for members who retire with less than 20 years of service, and 2 percent of FAS for members who retiree 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, 2017 was 15%. The average contribution rates relative to payroll for the NYSLERS fiscal years ending March 31, 2018 and 2019 have been set at approximately 15% for both years. The required contributions for 2017 and 2016 were $28 million and $24 million, respectively. The Authority's contributions to the NYSLERS were equal to 100% of the required contributions for each year.

The NYSLERS and the Plan issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Employees' Retirement System, 110 State Street, Albany, NY 12244 or may be found on the internet at www.osc.state.ny.us/retire/publications/index.php.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2017, the Authority reported a liability of $68 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, 2017 (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, 2017, the Authority's proportion percentage (0.637%) of the net pension liability changed slightly compared to its proportion measured as of March 31, 2016 (0.595%). The Canal Corporation's proportionate share was 0.08% as of March 31, 2017.

For the year ended December 31, 2017 and 2016, the Authority recognized pension expense of $38 million and $34 million, respectively. At December 31, 2017, 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	$ 2	$ 10
Net difference between projected and actual earnings on investments	13	–
Change of assumptions	23	–
Net difference between employer contributions and proportionate share of contributions	–	–
Employer contributions subsequent to the measurement date	28	–
Total	$ 66	$ 10

The $28 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, 2018. 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,	
2018	$ 13
2019	13
2020	12
2021	(10)
Total	$ 28

Actuarial Assumptions

The NYSLERS total pension liability at March 31, 2017 was determined by using the NYSLERS actuarial valuation as of April 1, 2016 with updated procedures to roll forward the NYSLERS total pension liability to March 31, 2017. The following actuarial assumptions were used for the April 1, 2016 NYSLERS actuarial valuation:

Actuarial cost method:	Entry age normal
Inflation rate:	2.5%
Salary increases:	3.8% annually
Investment rate of return:	7.0% compounded annually, net of investment
Cost of living adjustments:	1.3 % annually

The NYSLERS Annuitant mortality rates are based on April 1, 2010 – March 31, 2015 NYSLERS experience with adjustments for mortality improvements based on the Society of Actuaries' Scale MP-2014. The actuarial assumptions used in the April 1, 2016 valuation are based on the results of an actuarial experience study for the period April 1, 2010 – March 31, 2015.

The NYSLERS long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2017 are summarized below.

Long-Term Expected Rate of Return

Asset Type	Target Allocation	Long-term Expected Real Rate
Domestic Equity	36%	4.55%
International Equity	14	6.35
Private Equity	10	7.75
Real Estate	10	5.80
Absolute Return	2	4.00
Opportunistic Portfolio	3	5.89
Real Asset	3	5.54
Bonds and Mortgages	17	1.31
Cash	1	(0.25)
Inflation Indexed Bonds	4	1.50
	100%	

Discount Rate

The NYSLERS discount rate used to calculate the total pension liability for the March 31, 2017 and 2016 measurement date was 7.0%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the NYSLERS fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0 percent) or one percentage point higher (8.0 percent) than the current rate:

	1% Decrease	Current Assumption	1% Increase
Discount rate	6.0%	7.0%	8.0%
The Authority's proportionate share of the net pension liability (asset)	$ 215 million	$ 67 million	$ (58) million

The NYSLERS actuary has not recommended any future changes to the actuarial assumptions used in the NYSLERS April 1, 2016 actuarial valuation.

(11) Other Postemployment Benefits, Deferred Compensation and Savings

(a) *Other Postemployment Benefits (OPEB)*

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. 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. Approximately 4,600 participants, including 1,800 current employees and 2,800 retired employees and/or spouses and dependents of retired employees, were eligible to receive these benefits at December 31, 2017. The Power Authority's post-retirement health care trust does not issue a stand-alone financial report.

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 funding of the Power Authority's annual OPEB contribution is at the discretion of management as approved by the Board of Trustees. The retirees' health plan was 90% funded as of December 31, 2017 and 81% funded as of the Power Authority's most recent actuarial valuation date January 1, 2016. The Power Authority made no contributions in 2017 and 2016 to the OPEB Trust.

The net OPEB asset of $40 million is reported in miscellaneous receivables current in the statements of net position at December 31, 2017. The net OPEB asset of $58 million, which consists of $15 million current assets and $43 million noncurrent assets, is reported in miscellaneous receivables and other and other long-term assets, respectively, in the statements of net position at December 31, 2016.

The Power Authority's annual OPEB cost for 2017 was $40 million, which is reflected as an operations expense in the statements of revenues, expenses, and changes in net position. The Power Authority's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GAS No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. As indicated herein, the Power Authority uses a 20-year amortization period.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. The Power Authority's most recent actuarial valuation was performed as of January 1, 2016 and resulted in an actuarial accrued liability of $600 million which was funded with assets totaling $483 million indicating that the Authority's retiree health plan was 81% funded as of the valuation date. As of December 31, 2017 and 2016, the balance in the OPEB Trust was $603 million and $517 million, respectively, and the actuarial accrued liability was $671 million and $632 million, respectively.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of

each valuation. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. In the 2016 actuarial valuation, the projected unit credit actuarial cost method was used with benefits attributed to full eligibility. The actuarial assumptions included a 7% investment rate of return (net of administrative expenses) and an annual healthcare cost trend rate of approximately 7.5 % (net of administrative expenses), including inflation, declining approximately 1/4% each year to an ultimate trend rate of approximately 4.5%. Both the cost trend rate and the ultimate trend rate include a 3% inflation assumption. The Power Authority amortizes actuarial gains and losses over an open 20-year period while continuing to amortize its initial unfunded accrued liability over a closed 20-year period.

Canal Corporation — The Canal Corporation provides health care and death benefits 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), an Agent Multiple-Employer plan. NYSHIP is administered through the Department of Civil Service. NYSHIP does not issue a standalone financial report since there are no assets legally segregated for the sole purpose of paying benefits under the plan.

To be eligible an employee must (1) retiree as a member of NYSHIP, 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. Approximately 850 participants, including 430 current employees and 420 retired employees and/or spouses and dependents of retired employees, were eligible to receive these benefits at December 31, 2017.

The Canal Corporation’s OPEB costs of $17 million is included as an operations expense in the consolidated statements of revenues, expenses, and changes in net position for the year ended December 31, 2017. The Canal Corporation’s net OPEB obligation of $103 million is recorded in the Authority’s statements of net position in other long-term liabilities. As of December 31, 2017, the Canal Corporation’s unfunded actuarial accrued liability was $240 million.

The following table shows the components of the Authority's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation.

	2017			2016
	NYPA	Canal	Total	NYPA
		(In millions)		
Annual OPEB cost:				
Annual required contribution (ARC):				
Normal cost	$ 16	$ 9	$ 25	$ 15
Amortization payment	17	9	26	18
Total	33	18	51	33
ARC adjustment	12	(4)	8	11
Interest on net OPEB obligation	(5)	3	(2)	(5)
Annual OPEB cost	$ 40	$ 17	$ 57	$ 39
Net OPEB obligation:				
Net OPEB (asset) obligation at beginning of fiscal year	$ (58)	$ 91	$ 33	$ (73)
Annual OPEB cost	40	17	57	39
Employer contribution:				
Benefit payments for retirees during the year	(22)	(5)	(27)	(24)
Total employer contribution	(22)	(5)	(27)	(24)
Net OPEB (asset) obligation at end of fiscal year	$ (40)	$ 103	$ 63	$ (58)

(b) *Deferred Compensation and Savings Plans*

The Power Authority offers union employees and salaried employees a deferred compensation plan created in accordance with Internal Revenue Code, Section 457. This plan permits participants to defer a portion of their salaries until future years. Amounts deferred under the plan are not available to employees or beneficiaries until termination, retirement, death or unforeseeable emergency.

The Power Authority also offers salaried employees a savings plan created in accordance with Internal Revenue Code, Section 401(k). This plan also permits participants to defer a portion of their salaries. The Power Authority matches contributions of employees up to limits specified in the plan. Matching annual contributions were approximately $3.3 million and $3.1 million for 2017 and 2016, 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

(a) *Nuclear Plant Divestiture*

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).

(b) *Nuclear Fuel Disposal*

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. The Power Authority remains liable to Entergy for the pre-1983 spent fuel obligation (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, 2017 and 2016, the liability to Entergy totaled $219 million and $217 million, respectively.

(c) *Nuclear Plant Decommissioning*

In connection with the Power Authority's sale of the nuclear plants, the Power Authority entered into a Decommissioning Agreement with each of the Entergy Subsidiaries relating to the responsibility for decommissioning the JAF and IP3 nuclear plants (Decommissioning Agreements). The Decommissioning Agreements contained provisions dealing with the decommissioning funds (Decommissioning Funds), which were maintained by the Power Authority under a master decommissioning trust agreement, as well as certain rights and obligations with respect to decommissioning of the plants.

In August 2016, the Power Authority entered into certain agreements with Entergy Nuclear Operations, Inc. and the Entergy Subsidiaries related to the proposed sale of JAF by Entergy to Exelon Generation Company, LLC. Such agreements provided for the transfer, subject to approval by the Nuclear Regulatory Commission (NRC), from the Power Authority to Entergy of the beneficial interest in the Decommissioning Funds relating to JAF and IP3, as well as all remaining nuclear decommissioning financial obligations under the Decommissioning Agreements,. The Power Authority remains liable for the pre-1983 spent fuel obligation described in Note 12(b) "Nuclear Plant Divestiture and Related Matters – Nuclear Fuel Disposal" above. In addition, the Authority provided a standby letter of credit to Entergy Nuclear Fitzpatrick, LLC in the amount of $35 million, which may be drawn upon by the beneficiary upon certain conditions. The letter of credit was undrawn and terminated in January 2017.

On January 30, 2017, following the issuance of an NRC order approving the transfer, the Power Authority transferred its beneficial interest in the Decommissioning Funds to Entergy. On the transfer date, the Decommissioning Funds had a market value of approximately $1.519 billion.

(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 RNYPP replaced two other programs, the Power for Jobs (PFJ) and Energy Cost Savings Benefit (ECSB) Programs, which had extended benefits of low-cost power to certain businesses, small businesses and not-for-profit organizations. Those PFJ and ECSB Program customers who were in substantial compliance with contractual commitments under the PFJ and ECSB Programs and who applied but did not receive RNYPP allocations are eligible to apply for transitional electricity discounts, as provided for in Chapter 60. This transitional electricity discounts program provided for declining levels of discounts through June 30, 2016, when the program terminated, if payment of such discounts was deemed feasible and advisable by the Authority's Trustees. As of December 31, 2017, the Authority's Trustees have authorized transitional electricity discount payments of up to $20 million for the period from July 1, 2012 and June 30, 2016. As of December 31, 2017, approximately $12 million of such discounts have been paid with approximately an additional $2 million in payments remaining to be made.

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 $504 million through December 2017 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, 2017, totaling cumulatively $90 million. Operations and maintenance expenses included $30 million and $43 million of residential consumer discounts in the years ended December 31, 2017 and 2016, respectively.

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 $62 million in net earnings, calculated for the period August 30, 2010 through December 31, 2017 as provided in the legislation, for deposit into the Fund. As of December 31, 2017, $42 million has been deposited into the Fund. As of December 31, 2017, the Authority has approved awards of Fund money totaling approximately $35 million to businesses that have proposed eligible projects and has made payments totaling $29 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, 2017, the Authority's Trustees approved the release of funds, of up to $10 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, 2017. As of December 31, 2017, approximately $3 million has been deposited into the Fund. Payment of approved awards of the NNYED Fund money is contingent upon the execution of acceptable contracts between the Authority and individual awardees.

(b) *Governmental Customers in the New York City Metropolitan Area*

In 2005, the Authority and its eleven NYC Governmental Customers, including the Metropolitan Transportation Authority, the City of New York, the Port Authority of New York and New Jersey (Port Authority), the New York City Housing Authority, and the New York State Office of General Services, entered into long-term supplemental electricity supply agreements (2005 LTAs) with a term through December 31, 2017. Under the 2005 LTAs, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2017.

Under the 2005 LTAs, the Authority and the NYC Governmental Customers modified rates through an annual process based on cost of service principles.

In early 2018, the Authority executed new supplemental long-term electricity supply agreements (2018 LTAs) with nine of its eleven NYC Governmental Customers. Negotiations are ongoing with the remaining two NYC Governmental Customers.

Under the 2018 LTAs, effective January 1, 2018, the NYC Governmental Customers who have signed on have 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 2018 LTAs, fixed costs were set for each customer and are subject to renegotiation after five years. 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.

In anticipation of the closure of the Authority's Poletti plant in 2010, the Authority, in 2007, issued a nonbinding request for proposals for up to 500 MW of in-city unforced capacity and optional energy to serve the needs of its NYC Governmental Customers. This process, which included approval of the NYC Governmental Customers, resulted in a long-term electricity supply contract in 2008 between the Authority and Astoria Energy II LLC for the purchase of the output of Astoria Energy II, a new 550-MW plant, which was constructed and entered into commercial operation on July 1, 2011 in Astoria, Queens. The costs associated with the contract will be borne by these customers for the life of the Astoria Energy II contract. The Authority is accounting for and reporting this lease transaction as a capital lease in the amount of $1,145 billion as of December 31, 2017, 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. Fuel for the plant is provided by the Authority and the costs thereof are being recovered from the NYC Governmental Customers.

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 which would have entitled the Authority to 75% of the Line's 660 MW capacity, or 495 MW, for 20 years. The Authority's capacity payment obligations under the FTCPA began upon the Line's commencement of commercial operation, which occurred on June 3, 2013. Also upon commercial operation, the FTCPA obligates the Authority to reimburse HTP for the cost of interconnection and transmission upgrades in New York and New Jersey associated with the Line and to pay for all remaining upgrade costs as they are incurred. Such interconnection and transmission upgrades have been completed. As of December 31, 2017, the Authority paid approximately $336 million of such costs related to the interconnection and transmission upgrades. The Authority's obligations under the FTCPA also include payment of the Regional Transmission Enhancement Plan (RTEP) charges allocated to HTP in accordance with the PJM tariff. Such RTEP costs are significant and are discussed 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 2017, the Authority estimated that its under-recovery of costs under the FTCPA could be in the range of approximately $84 million to $92 million per year over the next five years. The under-recovery estimates were based on projections of the capacity payment obligations, the costs of interconnection and transmission upgrades, and energy and capacity revenues.

PJM's RTEP cost allocation methodology for certain upgrades, such as the Bergen-Linden Corridor (BLC) project built by Public Service Electric & Gas Company (PSE&G) in New Jersey, is being challenged at FERC in numerous proceedings by Con Edison, the Authority, HTP and other parties on the grounds that PJM has disproportionately allocated the costs of those projects to those parties. In a separate FERC proceeding, the Authority challenged the RTEP share of the BLC project costs allocated to HTP that were effective May 1, 2017 as a result of Con Edison's termination of its PJM firm transmission rights. The cost allocations shifted approximately $533 million in RTEP charges for the BLC project that had previously been allocated to Con Edison to HTP. Such costs are in addition to the $111 million in RTEP charges for the BLC project that had been previously allocated to HTP. RTEP costs relating to the BLC project would be paid over a number of years after construction commenced in 2017. Phase I of the BLC project June 2016, Phase II was completed in the spring of 2017 and Phase III is scheduled to be completed in June 2018.

From June 2013 through December 2017, the Authority has paid approximately $90 million in RTEP charges for the Line, including the BLC project. The Authority believes that based on the FERC Order dated December 15, 2017 permitting HTP to relinquish its firm rights on the HTP Line, coupled with corresponding PJM updates to its cost allocations for 2018, RTEP charges should not be imposed on the Authority from 2018 onward. However, the December 15, 2017 order has been challenged by various PJM transmission owners and the New Jersey Board of Public Utilities ("NJBPU"). Moreover, the NJBPU filed a complaint at FERC on December 22, 2017 regarding the regional cost allocation treatment affecting PJM and NYISO.

On March 31, 2017, the Authority and HTP executed an amendment to the FTCPA. In exchange for the Authority extending the cure period for HTP to replace underwater cables that have been subject to failure and which have resulted in the Line being out of service, under the amended FTCPA the Authority will receive: (1) rights to direct HTP to take necessary actions to withdraw, cancel or terminate the 320 MW of Firm Transmission Withdrawal Rights (FTWRs), which form the basis for the RTEP cost allocations to HTP, to eliminate future RTEP costs; (2) rights to direct HTP to later reapply for and reacquire these FTWRs on the Authority's behalf; (3) guarantee that if PJM RTEP assessments cannot be eliminated despite HTP's efforts to withdraw, cancel or terminate the FTWRs, that HTP will cancel its interconnection service agreement (ISA) to physically disconnect the Line from the PJM transmission system, causing termination of all RTEP allocations; (4) based upon RTEP costs already paid, an immediate $40 million increase in the size of the tracking account that is used to offset the cost to purchase the Line at the end of the FTCPA term, at the Authority's option, and (5) shared rights to direct power on the Line in the opposite direction of its current flow should market conditions present revenue opportunities for selling capacity and energy from New York to New Jersey. Contingent upon the successful satisfactory reduction or complete elimination of the Authority's obligation for RTEP charges, and HTP's completion of the cable replacement (or demonstration that it is in the process of completing the cable replacement), the Authority will increase the portion leased by the Authority from 75% to 87.12% of the Line's capacity, bringing the total capacity of the line leased from 495 MW to 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 estimates that increasing the leased portion of the line to 87.12% will increase its capacity payments by approximately $6 million to $9 million per year over the term of the FTCPA.

The amended FTCPA allows the Authority to seek to manage its RTEP exposure in two ways. First, the Authority can request HTP to relinquish its 320 MW of FTWRs associated with the Line. The Authority started this process which resulted in PJM's July 2017 FERC filing made at HTP's request to revise the ISA in order to relinquish HTP's FTWRS. As noted above, this led to FERC's December 15, 2017 order granting the relinquishment and subsequent PJM cost allocation updates which zeroed out NYPA's RTEP exposure commencing January 1, 2018. However, these determinations are subject to challenge, and are also questioned in a new complaint filed by the NJBPU, which attacked the December 15 order and other recent FERC decisions on cost allocation affecting both PJM and NYISO. Second, if the RTEP assessments cannot

be eliminated despite HTP's efforts to terminate the FTWRs, the Authority retains the ability to direct HTP to cancel its interconnection agreement and physically disconnect the Line from the PJM transmission system. However, this option is considered less desirable because physical disconnection would eliminate the ability to make energy transactions over the Line when the cable replacement is completed. Lease payments would continue from the Authority to HTP in the event of a physical disconnection directed by the Authority.

(c) *Small, Clean Power Plants*

To meet capacity deficiencies and ongoing load requirements in the New York City metropolitan area that could also adversely affect the statewide electric pool, the Authority has in operation, the Small, Clean Power Plants (SCPPs), consisting of eleven natural-gas-fueled combustion-turbine electric units, each having a nameplate rating of 47 MW at 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.

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. The Authority incurred approximately $34 million in costs arising from this incident. At December 31, 2017, the statement of net position includes approximately $17 million in other long-term assets, reflecting the cost of damages net of insurance recoveries. The Authority believes that it will be able to recover the full amount of its damages through legal proceedings, insurance coverage and contractual obligations.

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.

Legislation enacted into law, as part of the 2000-2001 State budget, as amended up to the present time, has authorized the Authority as deemed feasible and advisable by the trustees, to make a series of voluntary contributions into the State treasury in connection with the PFJ Program and for other purposes as well. The PFJ Program, which had been extended to June 30, 2012, has ended and was replaced by the RNYPP, as discussed above in Note 13(a) "Power Programs" – Recharge New York Power Program" of the notes to the financial statements. Cumulatively through December 31, 2012, the Authority has made voluntary contributions to the State totaling $475 million in connection with the ended PFJ Program.

In 2016, the Authority made contributions to the State of $91 million that were not related to the PFJ Program and which were recorded as nonoperating expenses in the year ended December 31, 2016 statements of revenues, expenses and changes in net position. These contributions were authorized by the Authority's Trustees and were consistent with the related State fiscal year budgets. The 2016 contributions included $26 million that was paid to the State's General Fund and $65 million that was paid to Empire State Development Corporation (ESD). Cumulatively through December 31, 2016, the Authority had made voluntary contributions to the State totaling $763 million in connection unrelated to the PFJ Program.

Temporary Asset Transfers

In addition to the authorization for voluntary contributions, as a result of budget legislation enacted in February 2009, the Authority was requested to provide temporary asset transfers to the State of funds held in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the State's Director of Budget, and the Authority, the Authority agreed to transfer approximately $215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that had been set aside for payment to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage (see Note12(b) "Nuclear Plant and Divestiture – Nuclear Fuel Disposal". The MOU provides for the return of these funds to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of the Authority's payment obligation related to the transfer and disposal of the spent nuclear fuel or September 30, 2017. Further, the MOU provides for the Authority to transfer within 180 days of the enactment of the 2009-2010 State budget $103 million of funds set aside for future construction projects (Asset A), which amounts would be returned to the Authority, subject to appropriation by the State Legislature and the other conditions described below, at the earlier of when required for operating, capital or debt service obligations of the Authority or September 30, 2014. In February 2009, the Authority's Trustees authorized the execution of the MOU relating to the temporary

transfers of Asset B ($215 million) and Asset A ($103 million) and such transfers were made in March 2009 and September 2009, respectively, following Trustee approval.

The MOU provides that the obligation of the State to return all or a portion of an amount equal to the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. Further, the MOU provides that as a condition to any such appropriation for the return of the moneys earlier than September 30, 2017 for the Spent Nuclear Fuel Reserves and earlier than September 30, 2014 for the construction projects, the Authority must certify that the monies available to the Authority are not sufficient to satisfy the purposes for which the reserves, which are the source of the funds for the transfer, were established.

In lieu of interest payments, the State has waived certain future payments from the Authority to the State. The waived payments include the Authority's obligation to pay until September 30, 2017 the amounts to which the State is entitled under a governmental cost recovery process for the costs of central governmental services. These payments would have been approximately $5 million per year based on current estimates but the waiver is limited to a maximum of $45 million in the aggregate during the period. Further, the obligation to make payments in support of certain State park properties and for the upkeep of State lands adjacent to the Niagara and St. Lawrence power plants is waived from April 1, 2011 to March 31, 2017. These payments would have been approximately $8 million per year but the waiver would be limited to a maximum of $43 million for the period. The present value of the waivers approximates the present value of the forgone interest income.

On April 24, 2014, the Authority and the State executed an Amendment to the MOU which provides that the State shall, subject to appropriation by the State Legislature, return the $103 million (Asset A) in five installments in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $18 million for State Fiscal Year 2014-2015; (2) $21 million for State Fiscal Year 2015-2016; (3) $21 million for State Fiscal Year 2016-2017; (4) $21 million for State Fiscal Year 2017-2018; and (5) $22 million for State Fiscal Year 2018-2019. By its terms, the Amendment to the MOU became effective when it was approved and ratified by the Authority's Board of Trustees on July 29, 2014. The Authority has received cumulative installment payments of $81 million as of December 31, 2017.

The Authority and the State executed a Second Amendment to the MOU, dated as of June 30, 2017, that provides for the return to the Authority of the $215 million (Asset B) in the following amounts and by no later than September 30 of each of the following State fiscal years: (1) $22 million for State Fiscal Year 2017-18, (2) $21 million for State Fiscal Year 2018-19, (3) $43 million for State Fiscal Year 2019-20, (4) $43 million for State Fiscal Year 2020-21, (5) $43 million for State Fiscal Year 2021-22, and (6) $43 million for State Fiscal Year 2022-23. The obligation of the State to return the moneys transferred by the Authority to the State is subject to annual appropriation by the State Legislature. The Authority received the first installment payment of $22 million in September 2017. The Assets A and B transfers are reported in miscellaneous receivables and other ($43 million as of December 31, 2017 and 2016) and in other noncurrent assets ($172 million and $215 million at December 31, 2017 and December 31, 2017, respectively) in the statements of net position.

In the Second Amendment to the MOU the Authority and the State agree to enter into alternative cost recovery agreements for each of State Fiscal Year 2017-2018 through State Fiscal Year 2022-2023 that the asset transfers have not been fully returned to the Authority. The alternative cost recovery agreements would relieve the Authority of any obligation to make up to $5 million in cost recovery assessment payments to the State in each year. In the event that the cost recovery assessment for a given year exceeds $5 million, the assessment due from the Authority would be limited to the difference between the assessment and $5 million. The State and the Authority entered into the first such alternative cost recovery agreement dated as of March 31, 2017, with respect to State Fiscal Year 2017-2018. In accordance with such agreement, the Authority was not charged an assessment for such State Fiscal Year.

(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, 2017, the balance in the recorded liability associated with the relicensing on the statement of net position is $274 million ($24 million in current and $250 million in other noncurrent liabilities). As of December 31, 2016, the balance in the recorded liability associated with the relicensing on the statement of net position is $295 million ($25 million in current and $270 million in other noncurrent liabilities).

In addition to internally generated funds, the Authority issued additional debt obligations in October 2007 to fund, among other things, Niagara relicensing costs. The costs associated with the relicensing of the Niagara project, including the debt issued therefore, were incorporated into the cost-based rates of the project beginning in 2007.

New York State Office of Parks, Recreation and Historic Preservation

On July 18, 2005, the Authority executed the Relicensing Settlement Agreement Addressing New License Terms and Conditions ("Settlement Agreement") entered into by several parties to the relicensing of the Niagara Project, including The New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). The Settlement Agreement provides, among other things, for the establishment of a Relicensing Settlement Agreement State Parks Greenway Fund, which is to be funded by the Authority in the amount of $3 million per year to OPRHP for the term of the 50-year License. OPRHP has requested that the Authority accelerate certain of such payments by making a lump sum payment of approximately $25 million to pay for authorized projects. In order to make the lump sum payment, the Authority issued $25.2 million in subordinated notes on February 24, 2017 and made the proceeds available to OPRHP (see Note 6 "Long-Term Debt – Subordinate Debt" of notes to the financial statements).

(g) *St. Lawrence-FDR Relicensing – Local Task Force Agreement*

The St. Lawrence-FDR Power Project No. 2000 Relicensing Agreement ("LGTFSA") between the Authority and the Local Government Task Force ("LGTF") provides for a review of the LGTFSA every ten years to discuss issues not contemplated at the time of relicensing in 2003. The first such review commenced in December 2013. The Authority and the LGTF entered into an agreement effective May 4, 2015 in which the Authority agreed to commit up to $45.1 million over 10 years for certain actions, including to: (1) fund an economic development strategic marketing study (the "Marketing Study"); (2) temporarily reduce electricity costs for certain farms and businesses (the "Discount Program"); (3) initiate an energy efficiency and renewable energy program for the LGTF communities; and (4) enhance certain recreational facilities in the LGTF communities.

In July 2016, the Authority's Trustees approved a proposal to terminate the Discount Program early and repurpose funding to be used to support a collaborative marketing effort between the Authority and North Country communities through the St. Lawrence County Economic Development Study Advisory Board created in connection with the Marketing Study at the rate of $2 million/year for five years ($10 million total) commencing in 2017.

At their meeting on July 25, 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.

(h) *Regional Greenhouse Gas Initiative and Air Pollution Rule*

The Regional Greenhouse Gas Initiative (the "RGGI") is a cooperative effort by Northeastern and Mid-Atlantic states, including New York, to reduce carbon dioxide emission levels. Participating states have established a regional carbon dioxide emissions cap from the power section (fossil fuel-fired power plants 25MW or greater). The emissions cap reduces by 2.5% annually until 2020. Central to this initiative is the implementation of a multi-state cap-and-trade program with a market-based emissions trading system. The program requires electricity generators to hold carbon dioxide allowances in a compliance account in a quantity that matches their total emissions of carbon dioxide for the compliance period. The Authority's Flynn plant, the SCPPs, and 500-MW Plant are subject to the RGGI requirements as is the Astoria Energy II plant. The Authority has participated in program auctions to acquire carbon dioxide allowances, which the Authority requires to cover operation of its fossil-fueled power plants and the Astoria Energy II plant, and expects to recover RGGI costs through its power sales revenues. The number of allowances offered in the auction by RGGI cap and trade program was reduced from allowances covering 165 million tons of carbon dioxide emissions in 2013 to 60.3 million tons in 2018), and will decline by 2.5% each year through 2020. On December 19, 2017, the RGGI states released an updated Model Rule that includes an additional 30% regional cap reduction between 2020 and 2030. The Authority is monitoring federal legislation and proposed programs that would impact RGGI.

On August 3, 2015, the United States Environmental Protection Agency ("EPA") released its final Clean Power Plan ("CPP") Rule for existing power plants to reduce carbon dioxide emissions nationwide from electric utility generating units. The EPA's regulations required states, including New York, to submit implementation plans to the EPA and be compliant with carbon dioxide reduction starting in 2022, with the state's final goal to be met in 2030. The CPP Rule was stayed by the U.S. Supreme Court on February 9, 2016 pending disposition of petitions for review before the U.S. Court of Appeals for the District of Columbia Circuit. Thereafter, the D.C. Circuit Court granted EPA's motion to suspend cases challenging the CPP Rule to give the current EPA administration time to review the rule. On October 16, 2017, the EPA published its proposal to repeal CPP in the Federal Register for public comment and hearings. The Authority continues to monitor developments in this area.

During 2011, the EPA issued a series of rulings to establish the Cross-State Air Pollution Rule ("CSAPR"). The CSAPR establishes emission allowance budgets for sulfur dioxide and nitrogen oxides for eastern states, including New York, and requires power plants in those states to hold allowances to cover their emissions. Certain trading of allowances is authorized under the CSAPR. The Authority continues to operate its fossil-fueled plants within the allocated allowances and anticipates that operation of its fossil-fueled plants will not be impacted by CSAPR.

(i) *Certain Solar and Energy Efficiency Initiatives*

In March 2012, the Authority's Trustees authorized up to $30 million in funding over five years for a solar market acceleration program involving solar research, training, and demonstration projects. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with cumulative value of up to approximately $6 million.

In June 2012, the Authority's Trustees authorized up to $30 million in funding over five years for an energy efficiency market acceleration program involving energy efficiency research, demonstration projects, and market development. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of up to approximately $17 million.

In February 2015, the Authority's Trustees authorized up to $12 million in funding over two years for initial implementation of the Five Cities Energy Plans for the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers. In January 2017, the Authority's Trustees extended the program through December 2018. As of December 31, 2017, the Authority has approved the award of contracts with a cumulative value of approximately $8 million.

(j) *Construction Contracts and Net Operating Leases*

Estimated costs to be incurred on outstanding contracts in connection with the Authority's construction programs aggregated approximately $654 million at December 31, 2017.

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, 2017 and 2016 was $2.6 million and $2.1 million, respectively. Commitments under noncancelable operating leases are as follows:

	Total	2018	2019	2020	2021	2022	Thereafter
				(In millions)			
Operating leases	$ 6.8	1.5	1.4	0.9	0.6	0.6	1.8

(k) *Other Developments*

New York Energy Highway

In January 2012, the Governor of New York announced the New York Energy Highway initiative, which is envisioned as a public-private partnership to upgrade and modernize the State's electric power system. The Governor formed a task force comprised of various State officials to oversee implementation of the initiative (Task Force) which is co-chaired by the Authority's President and Chief Executive Officer. In April 2012, the Task Force issued a request for information seeking ideas and proposals in furtherance of the initiative. Approximately 85 organizations responded to the Task Force's request for information and the responses included a large number of different generation and transmission project proposals. Based on the response of all these organizations, the Energy Highway Task Force issued an action plan in October 2012. The resulting Energy Highway Blueprint, calling for public and private investments in the State's energy system of about $5.7 billion over the next five to 10 years, proposed 13 specific actions, divided among four major categories: Expand and Strengthen the System, Accelerate Construction and Repair, Support Clean Energy and Technology Innovation.

In November 2012, the New York Public Service Commission (NYPSC) announced new proceedings addressing various actions described in the Blueprint including (i) the initiation of electric transmission upgrades to move excess power from upstate to downstate (AC Transmission), (ii) the creation of a contingency plan to prepare for a large generator retirement (Generation Retirement Contingency Plan) and (iii) the expansion of natural gas delivery to homeowners and businesses in New York State.

In response to the request for information and the Generation Retirement Contingency Plan and AC Transmission proceedings, the New York Transmission Owners (NYTOs), comprised of the State's largest

private utilities, LIPA, and the Authority, indicated that they were exploring the creation of a new Statewide transmission entity (NY Transco) to pursue development, construction, operation, and ownership of new transmission projects. The NYTOs proposed to the Task Force and to the NYPSC several transmission projects that could be undertaken by a NY Transco entity. Participation of the Authority in the NY Transco would be contingent on the enactment of legislation by the State that enables the Authority to participate. As of the 2017 legislative session, which ended in June 2017, such enabling legislation has not been passed. On November 24, 2014, affiliates of the NYTOs formed a transmission entity (Four-Party Transco) that does not include LIPA or the Authority but would permit their participation should the necessary enabling legislation be passed.

In its November 4, 2013 Generation Retirement Contingency Plan Order, the NYPSC selected three transmission projects (TOTS projects) to be built by Consolidated Edison, New York State Electric and Gas (NYSEG) and the Authority. The NYPSC also requested that the NYTOs seek Federal Energy Regulatory Commission (FERC) approval for the three TOTS projects. On December 4, 2014, the NYTOs on behalf of themselves and the Four-Party Transco filed applications at FERC to permit the transfer of certain transmission assets to the Four-Party Transco. The Four-Party Transco also filed an application for cost allocation and recovery for five projects, including the three TOTS projects. A negotiated settlement of that cost allocation has been approved by FERC. The Authority co-developed one of the TOTS projects, the Marcy-South Series Compensation, with NYSEG and has also completed a negotiated settlement at FERC to recover the costs of its portion of that project.

Build Smart NY Initiative

On December 28, 2012, the Governor of New York issued Executive Order No. 88 (EO 88) directing state agencies collectively to reduce energy consumption in state-owned and managed buildings by 20 percent within seven years – an initiative designed to produce significant savings for New York taxpayers, generate jobs, and significantly reduce greenhouse gas emissions. To meet this initiative, the Governor launched Build Smart NY, a plan to strategically implement EO 88 by accelerating priority improvements in energy performance. The Authority has offered to provide $450 million in low-cost financing for this initiative for state owned buildings and an additional $350 million for towns and municipalities. Such low-cost financing would be funded by proceeds of the Authority's commercial paper or another form of debt. The Authority's costs of financing would be recovered from the energy efficiency customers in this program. 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. The team conducts routine outreach and meetings with affected state agencies and has commenced the implementation phase of the Build Smart NY program. As of December 31, 2017, the Authority has in aggregate provided approximately $391 million in financing for energy efficiency projects at State agencies and authorities covered by EO 88.

Clean Energy Standard

On August 1, 2016, the New York Public Service Commission ("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 estimates that it will incur ZEC Purchase Obligation costs under the CES Order of approximately $286 million in aggregate over the 2018-2021 period, of which approximately $26 million is not expected to be recovered under customer contracts that predate the adoption of the CES Order.

AGILe

The Authority, in collaboration with the State utilities, NYSERDA and NYISO, is developing an advanced grid innovation lab for energy ("AGILe") to create new tools to better monitor, control, accommodate and respond to the evolving energy sector. Costs to the Authority are estimated at $20 million over the initial three year period and are not expected to exceed $50 million through final build-out of the facility. Upon completion, operating and maintenance costs are expected to be shared among AGILe participants. On July 25, 2017, the Authority's Trustees authorized capital expenditures in the amount of $20 million for the initial phase of AGILe, which has since commenced.

Certain Projects with the Triborough Bridge and Tunnel Authority

The Authority commenced a project to finance and install multi-purpose energy efficiency and security projects on bridges and tunnels in the New York City metropolitan region in coordination with the Triborough Bridge and Tunnel Authority. The Authority expects to be reimbursed for the cost of this project through State infrastructure and economic development funds.

Moses Adirondack Line

The Authority is moving forward with its plans to replace a major section of the Moses Adirondack Line, one of the Authority's backbone transmission facilities. The replacement 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 replacement 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 replacement of obsolete wood pole structures with higher, steel pole structures, as well as replacement 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. The Authority plans to file its application for Article VII approval with the PSC in the first quarter of 2018. The Authority estimates a project cost of $440 million. Construction is expected to take four years and begin in 2019.

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 is anticipated to commence in 2018 and take approximately three years to complete with funding expected to be provided by the Authority. As of December 31, 2017, the Authority's Trustees have approved up to $5.5 million in funding by the Authority. As of December 31, 2017, the Authority has disbursed approximately $4.4 million.

Large-Scale Renewable Program

In support of the Clean Energy Standard goal for the State to achieve 50% renewable energy by 2030, the Authority issued a request for proposals in June 2017 to solicit renewable energy credits, energy and

capacity from eligible large-scale renewable projects with a minimum size of 5MW, 10MW or 20MW, depending on the underlying technology. The goal is to procure 1 million MWh or more for the Authority's governmental customer base. Eligible projects, which may be based within or outside the State, include solar (photovoltaic), wind, hydro-electric and biomass. The Authority is in the process of developing financial strategies for the Large Scale Renewable program, which may include designating the program as a "Separately Financed Project" in accordance with the provisions of the Authority's Bond Resolution. Proposals were due September 8, 2017 and the evaluation period is ongoing.

(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. As of December 31, 2017, the Authority recognized $86 million of costs associated with the transfer of the Canal Corporation to the Authority, including certain reimbursements to the Thruway Authority in respect of calendar year 2016.

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, 2017, the Canal Corporation recognized $2 million in revenues, $93 million in operations and maintenance and $23 million in depreciation expense.

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

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

The Board of Trustees
Power Authority of the State of New York:

We have audited, in accordance with auditing standards generally accepted in the United States of America; 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 Power Authority of the State of New York, (the Authority), which comprise the statements of net position as of December 31, 2017, and 2016, and the related statements of revenues, expenses, changes in net position and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated March 20, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements as of and for the year ended December 31, 2017, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported herein under *Government Auditing Standards*.

DRAFT

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 result 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.

(signed) KPMG LLP

New York, NY
March 20, 2018

DRAFT

REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedule of Funding Progress for the Retiree Health Plan

($ in millions)

The New York Power Authority

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--- Projected Unit Credit Method (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
January 1, 2016	$ 483	$ 600	$ 117	81%	$ 161	73%
January 1, 2014	422	575	153	73	145	105
January 1, 2012	283	517	234	55	143	163

The New York Power Authority has a trust for its OPEB obligations initially funded in the amount of $100 million

Canal Corporation

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--- Projected Unit Credit Method (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
January 1, 2017	$ 0	$ 234	$ 234	0%	$ 22	1,064%

New York Power Authority

Required Supplementary Information

(Unaudited)

Schedules Relating to the Employees' Retirement System Pension Plan

($ in millions)

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
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
2017	$ 28	$ 28	$ –	$ 193	14%
2016	24	24	–	166	15
2015	25	25	–	150	17
2014	28	28	–	148	19
2013	29	29	–	146	20
2012	27	27	–	146	19
2011	21	21	–	141	15
2010	17	17	–	145	12
2009	10	10	–	139	7
2008	12	12	–	139	9
2007	12	12	–	133	9

Exhibit 4g i-B
March 20, 2018

New York Power Authority
Net Income - Actual vs. Budgeted
For The Year ended December 31, 2017
($ in millions)

	Actual	Budget	Variance Favorable/ (Unfavorable)
Operating Revenues			
Customer	$ 1,796	$ 1,948	$ (152)
NYISO Market Revenues	777	827	(50)
	2,573	**2,775**	**(202)**
Operating Expenses			
Purchased Power	557	729	172
Fuel Consumed - Oil & Gas	165	227	62
Wheeling	618	642	24
Operations & Maintenance	753	714	(39)
Depreciation & Amortization	242	261	19
	2,335	**2,573**	**238**
Operating Income	**238**	**202**	**36**
Nonoperating Revenues			
Investment Income	29	19	9
	29	**19**	**9**
Nonoperating Expenses			
Interest and Other Expenses	148	144	(4)
	148	**144**	**(4)**
Net Income	**$ 119**	**$ 77**	**$ 42**

Net Income for the year ended December 31, 2017 was $119 million, which was $42 million higher than the budget of $77 million. The increase in net income was primarily attributable to higher margins on energy ($31 million) and transmission sales ($22 million), lower operating expenses ($39 million), lower depreciation ($19.0 million), and partially offset by the impairment loss ($73) related to the planned replacement of certain combustion turbine equipment with technically superior upgraded components. The higher margin on energy was primarily attributable to higher hydro production (10.2%). The positive transmission variance was primarily due to lower capacity payments on the HTP transmission line. Depreciation was lower due to a transmission rate settlement adjustment and less than planned capital spending. The lower than planned operating expenses reflected underspending in O&M expenses due to less than expected spending in maintenance, consulting, and health insurance costs, and less than anticipated spending in several programs.

EXHBIT 4g ii- A
March 20, 2017

2017 Annual Report on
Investment of Authority Funds

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	C.	Results of the Annual Independent Audit
	D.	Compliance Report of the Authority's Independent Accountant
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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 Treasurer and Deputy Treasurer have the responsibility for the investment of Authority funds under the general supervision of the Executive Vice President and Chief Financial Officer. The Treasurer shall ensure that an operating manual is maintained that provides a detailed description of procedures for maintaining records of investment transactions and related information.

III. Investment Goals

The Treasurer and Deputy Treasurer are responsible for maximizing the yield on investments consistent with requirements for safety, liquidity and minimization of risk. Monies will not be invested for terms in excess of the projected use of funds.

IV. Authorized Investments

A. Monies in funds established pursuant to the Resolution shall be invested in Authorized Investments or Authorized Certificates of Deposit, defined as follows:

"Authorized Investments" shall mean:

1. Direct obligations of or obligations guaranteed by the United States of America or the State of New York;

2. Bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage Association (including Participation Certificates), Government National Mortgage Association,

Federal Financing Bank, Federal Home Loan Mortgage Corporation and Federal Home Loan Banks, Federal Housing Administration, Federal Farm Credit Banks Funding Corporation, Federal Farm Credit Banks, Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks or any other agency controlled or supervised by and acting as an instrumentality of the United States government;

3. Obligations of any state of the United States of America or any political subdivision thereof or any agency, instrumentality or local government unit of any such state or political subdivision that shall be rated at the time of the investment in any of the three highest long-term Rating Categories, as such term is defined in the Resolution, or the highest short-term Rating Category by a Rating Agency, as such term is defined in the Resolution.

4. Public Housing Bonds issued by Public Housing Authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract with the United States of America; or Project Notes issued by Local Public Agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; provided that such Bonds or Notes are guaranteed by the United States of America.

"Authorized Certificate of Deposit" shall mean a certificate of deposit authorized by the Resolution as an "Authorized Investment."

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.

D. The Authority shall file with each qualified dealer a letter agreement that designates the (1) type of authorized investments, (2) Authority employees who are authorized to transact business and (3) delivery instructions for the safekeeping of investments.

E. The Authority shall enter into a written contract with any (1) Dealer from which Authorized Investments are purchased subject to a repurchase agreement and (2) Bank from which Authorized Certificates of Deposit are purchased.

VI. General Policies Governing Investment Transactions

A. Competitive quotations or negotiated prices shall be obtained except in the purchase of government securities at their initial auction or upon initial offering. A minimum of three quotes shall be obtained and documented from Dealers and/ or Banks, except as indicated above, and the most favorable quote accepted. The Treasurer or Deputy Treasurer may waive this requirement on a single-transaction basis only if warranted by market conditions and documented in writing.

B. Authorized Investments purchased shall be either delivered to the Authority's designated custodian or, in the case of securities held in a book-entry account maintained at the Federal Reserve Bank of New York or the Depository Trust

Company, recorded in the Authority's name or in the name of a nominee agent or custodian designated by the Authority on the books of the Federal Reserve Bank of New York or the Depository Trust Company. Payment shall be made to the Dealer or Bank only upon receipt by the Authority's custodian of (1) the securities or (2) in the case of securities held in a book-entry account, written advice or wire confirmation from the Federal Reserve Bank of New York or the Depository Trust Company that the necessary book entry has been made.

C. Each purchase or sale of Authorized Investments or Authorized Certificates of Deposit shall be authorized by the Treasurer or Deputy Treasurer. Investment orders may be placed by Authority employees as designated by the Treasurer. The custodian shall have standing instructions to send a transaction advice to the Authority's Controller for purposes of comparison with internal records. The Controller shall advise the Treasurer of any variances, and the Treasurer shall ensure appropriate corrections are provided.

VII. Policies Concerning Certain Types of Investment Diversification Standards Required

A. Authorized Certificates of Deposit and Time Deposits

1. Authorized Certificates of Deposit and Time Deposits shall be purchased directly from a Bank in the primary market.

2. Authorized Certificates of Deposit and Time Deposits shall be continuously secured/collateralized by Authorized Investments defined in subsection (1) or (2) of Section IV.A., having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such Certificates of Deposit or Time Deposits. Such Authorized Investments shall be segregated in a separate custodian account on behalf of the Authority. Collateral pledged for Certificates of Deposit or Time Deposits held as investments shall be market valued (marked to market) not less than once per week.

3. Investments in Authorized Certificates of Deposit or Time Deposits shall not exceed 25% of the Authority's invested funds. The par value of Authorized Certificates of Deposit purchased from any one Bank shall not exceed $25 million.

B. Repurchase Agreements

The Authority may from time to time elect to enter into arrangements for the purchase and resale of Authorized Investments (known as "Repurchase Agreements"). This type of investment transaction shall be used only when there is no other viable, short-term investment alternative.

1. A Repurchase Agreement shall be transacted only with a Dealer or Bank qualified to sell Authorized Investments to the Authority that is recognized by the Federal Reserve Bank as a primary dealer.

2. Authorized Investments purchased subject to a Repurchase Agreement shall be marked to market daily to ensure their value equals or exceeds the purchase price.

3. A Repurchase Agreement shall be limited to a maximum fixed term of five business 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 the greater of 5% of the investment portfolio or $100 million. The Executive Vice President and Chief Financial Officer may waive this requirement on a single-transaction basis only if warranted by cash-flow requirements and documented in writing.

6. The Authority may not enter into arrangements (known as Reverse Repurchase Agreements) for the purpose of borrowing monies by pledging Authorized Investments owned by the Authority.

VIII. Review

These Guidelines and any proposed amendments shall be submitted for Trustee review and approval at least once a year.

In addition to the Authority's periodic review, the Authority's independent auditors, in connection with their examination of the Authority, shall perform an annual audit of the investment portfolio, review investment procedures and prepare a report, the results of which will be made available to the Trustees.

IX. Reports

A. The Treasurer shall submit an investment report to the Trustees, at least quarterly. Such report shall contain a (1) detailed description of each investment; (2) summary of the dealers and banks from which such securities were purchased and (3) a list of fees, commissions or other charges, if any, paid to advisors or other entities rendering investment services.

B. The Treasurer shall submit an annual report for approval by the Trustees. In addition to the information provided quarterly, the Annual Report shall include (i) a copy of the Guidelines; (ii) an explanation of the Guidelines and any amendments thereto since the last annual report; (iii) the results of an annual independent audit of investment inventory and procedures and (iv) a record of income earned on invested funds. The approved report shall be submitted to the State Division of the Budget with copies distributed to the Office of the State Comptroller, the Senate Finance Committee and the Assembly Ways and Means Committee. Copies shall be made available to the public upon written reasonable request.

C. Any waivers that occurred during the prior month shall be reported to the Executive Vice President and Chief Financial Officer.

X. Miscellaneous

A. These Guidelines are intended for guidance of officers and employees of the Authority only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision thereof.

B. Nothing contained in these Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract, agreement or investment of funds made or entered into in violation of, or without compliance with, the provisions of these Guidelines.

C. No provisions in these Guidelines shall be the basis of any claim against any Trustee, officer or employee of the Authority in his or her individual or official capacity or against the Authority itself.

Section II

EXPLANATION OF INVESTMENT GUIDELINES

Section II Responsibility for Investments

Establishes responsibility for the Investment of Authority Funds and limits the number of individuals authorized to place investment orders.

Section III Investment Goal

Establishes the policy that earning a reasonable return on investments must be consistent with standards set for minimization of risk and availability of funds when needed.

Section IV Authorized Investments

Details the types of investments the Authority can undertake as prescribed in Section 101 of the Resolution.

This section also requires that investments made in each of the Funds established under the Resolution be invested for a term commensurate with cash-flow expectations and that such investments not violate the arbitrage regulations of the Internal Revenue Code.

Section V Provisions Relating to Qualifications of Dealers and Banks

Establishes criteria for the selection of banks and dealers from which the Authority may buy or sell investments. Business is transacted with firms that have demonstrated financial strength and a high degree of reliability with respect to servicing the Authority's needs. This section also directs that custody of Authority investments be maintained by banks that are members of the Federal Reserve System transacting business in the State of New York.

This section also addresses the subject of contracts with banks and dealers for the purchase or sale of Authorized Investments. The Authority has written Letters of Agreement with authorized dealers that specify the types of securities in which the Authority may invest and identify those Authority individuals authorized to give instructions related to the purchase and sale of securities. In addition, the Authority shall have a written form of agreement for use in repurchase transactions with any authorized dealer with which the Authority may transact this type of investment.

Section VI General Policies Governing Investment Transactions

Requires that the Authority solicit no less than three bids for the purchase or sale of securities in order to ensure the most favorable rate except when securities are purchased at their initial auction, upon new issue or through negotiated prices.

Requires that the Authority or its custodian, prior to payment, take possession of such securities, or in the case of book-entry securities, obtain written advice or wire confirmation that transfer or ownership has been recorded.

Establishes authorized employees to approve the purchase or sale of securities.

Establishes control procedures whereby the Controller shall compare the custodian's confirmation to Authority records.

Section VII Policy Concerning Certain Types of Investment Diversification Standards Required

Establishes a policy concerning the purchase of Authorized Certificates of Deposit and Time Deposits intended to minimize the risk associated with such transactions. Authorized Certificates of Deposit or Time Deposits may be purchased directly from a bank that is a member of the Federal Reserve System transacting business in the State of New York. Such deposits shall be continuously secured by Authorized Investments as outlined in subsection (1) or (2) of Section IV.A. This collateral shall be regularly priced to current market to assure the Authority's security interest is continuously protected. Aggregate holdings of Authorized Certificates of Deposit shall not exceed 25% of the Authority's total investment. Authorized Certificates of Deposit purchased from any one bank shall not exceed $25 million.

Establishes a policy intended to minimize the risk associated with arrangements for the purchase and resale of Authorized Investments known as Repurchase Agreements ("Repos"). Repos purchased from any one qualified dealer or bank shall not exceed $50 million and shall be limited to a maximum fixed term of five business days. Aggregate investments in Repos shall not exceed the greater of 5% of the Authority's total investments or $100 million. All securities purchased under the terms of a Repo shall be held in safekeeping by a designated custodian for the Authority. Such securities shall be priced to market on a daily basis to assure the Authority's security interest. Reverse Repurchase Agreements are not authorized transactions.

Section VIII Review

Establishes policy requiring review of the Guidelines at least once a year. Requires an annual audit by the Authority's independent auditors of the Authority's investment portfolio and compliance with the guidelines established by the Authority and the State Comptroller.

Section IX Reports

Establishes policy requiring submission of reports to the Authority's Trustees concerning the management and performance of the Authority's portfolio.

This Section also requires that an annual report be submitted for approval by the Authority's Trustees. Copies of the approved report shall be sent to the State Division of the Budget, Office of the State Comptroller, Senate Finance Committee and Assembly Way and Means Committee.

Section III

A. Investment Income Record

During 2017, the Authority's investment portfolio market value averaged approximately $1.199 billion and earned approximately $14.4 million.

The earnings, by fund, were as follows (dollars in millions):

Operating Fund	$14.2
Capital (Construction Funds)	0.2
Total	**$ 14.4**

The 2017 investment income was higher than investment income earned in 2016. Maturing securities rolled off the portfolio and the proceeds from matured securities and investment of new cash flows were invested in higher yielding securities throughout the year.

B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

$ 99,845	CenterSquare Investment Management
$ 289,913	Lazard Asset Management
$ 174,910	Mackay & Shields
$ 94,826	New Amsterdam
$ 118,292	NEPC (Advisory Services)
$ 67,594	State Street Global Advisors
$ 249,744	WCM Investment Management
$ 167,467	Wellington International
$ 203,701	Wells Capital Management Inc.
$1,466,293	**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, 2017. 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.

EXHIBIT A – Section IIID

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

Independent Accountants' Report on Compliance with the Requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York*

The Board of Trustees
Power Authority of the State of New York:

We have examined the Power Authority of the State of New York's (the Authority) compliance with Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* during the year ended December 31, 2017. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements during the year ended December 31, 2017.

In accordance with *Government Auditing Standards*, we are required to report findings of deficiencies in internal control, violations of provisions of laws, regulations, contracts or grant proceeds, and instances of fraud and abuse that are material to the Authority's compliance with the requirements of Section 201.3 of Title Two of the *Official Compilation of Codes, Rules, and Regulations of the State of New York* that come to our attention during our examination. We are also required to obtain the views of management on those matters. We performed our examination to express an opinion on whether the Authority complied with the aforementioned requirements and not for purpose of expressing an opinion on the internal control over compliance with those requirements or the other matters referred to above; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards.*

This report is intended solely for the information and use of Authority's Management, the Board of Trustees, the New York State Office of the State Comptroller, the New York State Division of the Budget, and the New York State Authority Budget Office and is not intended to be and should not be used by anyone other than those specified parties.

KPMG LLP

New York, New York
March 20, 2018

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

NEW YORK POWER AUTHORITY
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE
HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: NIAGARA TAXABLE								
FEDERAL HOME LOAN								
313385SW7	FHLB DISCOUNT NOTE	2,700,000.00	2/9/2018		1.142	2,685,888.00	0.00	2,685,888.00
313385B70	FHLB DISCOUNT NOTE	2,000,000.00	8/13/2018		1.269	1,975,682.22	0.00	1,975,682.22
Subtotal:	FEDERAL HOME LOAN	4,700,000.00			1.196	4,661,570.22	0.00	4,661,570.22
Subtotal: PORTFOLIO: NIAGARA TAXABLE		**4,700,000.00**			**1.196**	**4,661,570.22**	**0.00**	**4,661,570.22**
PORTFOLIO: OPERATING NORTHERN NY ECONOMIC DEVELOPMENT								
FEDERAL HOME LOAN								
313385SW7	FHLB DISCOUNT NOTE	900,000.00	2/9/2018		1.142	895,296.00	0.00	895,296.00
Subtotal:	FEDERAL HOME LOAN	900,000.00			1.142	895,296.00	0.00	895,296.00
FREDDIE MAC								
313397RK9	FMCDN	1,000,000.00	1/5/2018		0.847	991,930.56	0.00	991,930.56
313397SW2	FHLMC	775,000.00	2/9/2018		1.139	772,335.72	0.00	772,335.72
Subtotal:	FREDDIE MAC	1,775,000.00			0.974	1,764,266.28	0.00	1,764,266.28
Subtotal: PORTFOLIO: OPERATING NORTHERN NY ECONOMIC DEVELOPMENT		**2,675,000.00**			**1.031**	**2,659,562.28**	**0.00**	**2,659,562.28**
PORTFOLIO: OPERATING SPENT FUEL								
MORTGAGE								
31393C4K6	FHR 2003-66 KA	26,300.35	1/25/2033	3.50	3.501	26,431.85	0.00	26,431.85
Subtotal:	MORTGAGE	26,300.35			3.501	26,431.85	0.00	26,431.85
MUNICIPAL								
20772J3G5	CT ST GEN OBLIG	11,430,000.00	8/15/2022	2.02	1.828	11,551,843.80	0.00	11,551,843.80
Subtotal:	MUNICIPAL	11,430,000.00			1.828	11,551,843.80	0.00	11,551,843.80
PROJECT LOAN								
36225BM21	GNMA POOL #781277	182,052.88	12/15/2028	7.00	6.757	187,457.58	0.00	187,457.58
Subtotal:	PROJECT LOAN	182,052.88			6.757	187,457.58	0.00	187,457.58
Subtotal: PORTFOLIO: OPERATING SPENT FUEL		**11,638,353.23**			**1.909**	**11,765,733.23**	**0.00**	**11,765,733.23**

NEW YORK POWER AUTHORITY
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HOLDINGS AS OF: 12/31/17

PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT								
FANNIE MAE								
3135G0TG8	FNMA	1,800,000.00	2/8/2018	0.88	1.171	1,798,353.00	3,018.75	1,801,371.75
Subtotal:	FANNIE MAE	1,800,000.00			1.171	1,798,353.00	3,018.75	1,801,371.75
FREDDIE MAC								
313397VR9	FMCDN	2,490,000.00	4/17/2018		1.173	2,474,330.29	0.00	2,474,330.29
313397J28	FMCDN	8,380,000.00	10/3/2018		1.382	8,270,641.00	0.00	8,270,641.00
Subtotal:	FREDDIE MAC	10,870,000.00			1.334	10,744,971.29	0.00	10,744,971.29
Subtotal: PORTFOLIO: OPERATING WNY ECONOMIC DEVELOPMENT		**12,670,000.00**			**1.311**	**12,543,324.29**	**3,018.75**	**12,546,343.04**
PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM								
CERTIFICATES OF DEPOSIT								
	M & T TRUST CO.	39,000.00	1/5/2018		0	39,000.00	0.00	39,000.00
	M & T TRUST CO.	60,000.00	1/26/2018		0	60,000.00	0.00	60,000.00
	M & T TRUST CO.	20,000.00	2/2/2018		0	20,000.00	0.00	20,000.00
	NBT Bank NA	377,693.00	2/23/2018		0	377,693.00	0.00	377,693.00
	M & T Bank	661,000.00	3/16/2018		0	661,000.00	0.00	661,000.00
	Manufacturers and Traders Trust Co.	135,000.00	4/6/2018		0	135,000.00	0.00	135,000.00
	Manufacturers and Traders Trust Co	69,000.00	5/4/2018		0	69,000.00	0.00	69,000.00
	NBT BANK, N.A.	284,669.00	5/4/2018		0	284,669.00	0.00	284,669.00
	Community Bank, N.A.	45,609.00	7/21/2018		0	45,609.00	0.00	45,609.00
	Genesee Regional Bank	297,618.00	8/9/2018		0	297,618.00	0.00	297,618.00
	NBT Bank, N.A.	98,159.00	8/10/2018		0	98,159.00	0.00	98,159.00
	M & T BANK	150,000.00	8/15/2018		0	150,000.00	0.00	150,000.00
	Tioga State Bank	397,129.00	8/17/2018		0	397,129.00	0.00	397,129.00
	M & T TRUST CO.	170,000.00	10/25/2018		0	170,000.00	0.00	170,000.00
	NBT Bank	10,740.00	12/7/2018		0	10,740.00	0.00	10,740.00
	NBT Bank	79,779.00	12/21/2018		0	79,779.00	0.00	79,779.00
	Manufacturers and Traders Co	191,660.00	12/21/2018		0	191,660.00	0.00	191,660.00
	Glens Falls National Bank & Trust Co	77,896.00	12/21/2018		0	77,896.00	0.00	77,896.00
Subtotal:	CERTIFICATES OF DEPOSIT	3,164,952.00			0.00	3,164,952.00	0.00	3,164,952.00
Subtotal: PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM		**3,164,952.00**			**0.000**	**3,164,952.00**	**0.00**	**3,164,952.00**

NEW YORK POWER AUTHORITY
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PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: OPERATING FUND								
FANNIE MAE								
3135G0TG8	FNMA	10,000,000.00	2/8/2018	0.88	1.323	9,843,900.00	0.00	9,843,900.00
3135G0WJ8	FNMA	10,000,000.00	5/21/2018	0.88	0.918	9,978,600.00	0.00	9,978,600.00
3135G0YM9	FNMA	45,000,000.00	9/18/2018	1.88	1.901	44,945,100.00	0.00	44,945,100.00
3135G0YT4	FNMA	35,000,000.00	11/27/2018	1.63	1.703	34,872,990.00	0.00	34,872,990.00
3135G0ZA4	FNMA	20,000,000.00	2/19/2019	1.88	1.257	20,414,789.80	0.00	20,414,789.80
3135G0ZG1	FNMA	20,000,000.00	9/12/2019	1.75	1.609	20,114,276.00	0.00	20,114,276.00
3135G0ZY2	FNMA	10,000,000.00	11/26/2019	1.75	1.836	9,958,700.00	0.00	9,958,700.00
3135G0A78	FNMA	20,000,000.00	1/21/2020	1.63	1.737	19,901,400.00	0.00	19,901,400.00
3135G0D75	FNMA	10,000,000.00	6/22/2020	1.50	1.455	10,020,300.00	0.00	10,020,300.00
3135G0F73	FNMA	23,501,000.00	11/30/2020	1.50	1.133	23,850,929.89	0.00	23,850,929.89
3135G0K69	FNMA	12,500,000.00	5/6/2021	1.25	1.213	12,520,500.00	0.00	12,520,500.00
3135G0Q89	FNMA	30,000,000.00	10/7/2021	1.38	1.621	29,653,800.00	0.00	29,653,800.00
3135G0S38	FNMA	15,000,000.00	1/5/2022	2.00	2.154	14,894,550.00	0.00	14,894,550.00
3135G0T78	FNMA	30,000,000.00	10/5/2022		0.013	29,980,200.00	0.00	29,980,200.00
Subtotal:	FANNIE MAE	291,001,000.00			1.428	290,950,035.69	0.00	290,950,035.69
FEDERAL FARM CREDIT								
3133EGJS5	FFCB	30,000,000.00	7/5/2018	0.70	0.861	29,910,600.00	0	29,910,600.00
3133EEW55	FFCB	20,000,000.00	6/15/2020	1.80	1.905	19,900,297.40	0	19,900,297.40
3133EFJF5	FFCB	25,000,000.00	10/9/2020	1.38	1.457	24,901,500.00	0	24,901,500.00
3133EHZA4	FFCB	10,000,000.00	9/20/2021	1.66	1.726	9,974,600.00	0	9,974,600.00
3133EHCT8	FFCB	20,000,000.00	3/15/2022	2.15	1.927	20,206,200.00	0	20,206,200.00
3133EHZP1	FFCB	30,000,000.00	9/20/2022	1.85	1.959	29,844,697.80	3,083.33	29,847,781.13
Subtotal:	FEDERAL FARM CREDIT	135,000,000.00			1.592	134,737,895.20	3,083.33	134,740,978.53
FEDERAL HOME LOAN								
313385RS7	FHLB	50,000,000.00	1/12/2018		0.811	49,983,333.50	0.00	49,983,333.50
313379DT3	FHLB	20,000,000.00	6/8/2018	1.25	0.897	20,349,687.80	0.00	20,349,687.80
313383CU3	FHLB	25,000,000.00	8/15/2018	1.00	1.000	25,000,000.00	0.00	25,000,000.00
313376BR5	FHLB	10,000,000.00	12/14/2018	1.75	0.934	10,184,100.00	0.00	10,184,100.00
3133782M2	FHLB	20,000,000.00	3/8/2019	1.50	0.986	20,255,156.00	0.00	20,255,156.00
313379EE5	FHLB	25,000,000.00	6/14/2019	1.63	1.831	24,754,750.00	0.00	24,754,750.00
3133X8AS1	FHLB	10,000,000.00	8/15/2019	5.13	1.550	11,402,700.00	0.00	11,402,700.00
3130AA3R7	FHLB	20,000,000.00	11/15/2019	1.38	1.532	19,922,600.00	0.00	19,922,600.00
3133EEM49	FHLB	15,000,000.00	12/20/2019	1.60	1.582	15,011,880.00	0.00	15,011,880.00
313378J77	FHLB	20,000,000.00	3/13/2020	1.88	1.590	20,246,200.00	0.00	20,246,200.00
3130A5Z77	FHLB	30,000,000.00	7/29/2020	1.83	1.664	30,230,400.00	0.00	30,230,400.00
3130A66T9	FHLB	30,000,000.00	9/11/2020	1.63	1.660	29,948,027.30	0.00	29,948,027.30
3130ACHJ6	FHLB	15,000,000.00	3/24/2021	1.8	1.80	15,000,000.00	0	15,000,000.00
3130AABG2	FHLB	24,665,000.00	11/29/2021	1.88	1.918	24,618,901.12	0.00	24,618,901.12
3130AAZ50	FHLB	30,000,000.00	4/29/2022	2.13	2.066	30,085,219.00	0.00	30,085,219.00
313379Q69	FHLB	20,000,000.00	6/10/2022	2.13	1.904	20,211,400.00	0.00	20,211,400.00
3130ABCY0	FHLB	20,000,000.00	7/5/2022	1.96	1.955	20,000,000.00	0.00	20,000,000.00
Subtotal:	FEDERAL HOME LOAN	384,665,000.00			1.490	387,204,354.72	0.00	387,204,354.72

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PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
FREDDIE MAC								
3134G42P2	FHLMC	25,000,000.00	5/15/2018	0.75	0.820	24,913,000.00	0.00	24,913,000.00
3137EADG1	FHLMC	30,000,000.00	5/30/2019	1.75	1.630	30,169,260.00	0.00	30,169,260.00
3137EADK2	FHLMC	10,000,000.00	8/1/2019	1.25	1.384	9,949,400.00	0.00	9,949,400.00
3137EADM8	FHLMC	20,000,000.00	10/2/2019	1.25	1.888	19,394,580.00	0.00	19,394,580.00
3137EADM8	FHLMC	15,000,000.00	10/2/2019	1.25	1.518	14,830,800.00	0.00	14,830,800.00
3137EADR7	FHLMC	15,000,000.00	5/1/2020	1.38	1.818	14,663,550.00	0.00	14,663,550.00
3134GRB46	FHLMC	25,000,000.00	4/16/2021	1.85	1.852	25,000,000.00	0.00	25,000,000.00
3137EAEC9	FHLMC	20,000,000.00	8/12/2021	1.13	1.313	19,823,893.40	0.00	19,823,893.40
Subtotal:	FREDDIE MAC	160,000,000.00			1.522	158,744,483.40	0.00	158,744,483.40
MUNICIPAL								
57582PM98	MASS COMMWLTH	10,000,000.00	4/1/2018	1.00	1.123	9,940,800.00	0.00	9,940,800.00
64966KPZ0	NYC G O	6,935,000.00	3/1/2019	1.45	2.512	6,562,729.20	0.00	6,562,729.20
6775212J4	OHIO G O	5,000,000.00	11/1/2019	2.55	2.550	4,999,900.00	0.00	4,999,900.00
64971WN97	NYC TRANSITIONAL FIN AUTH	5,000,000.00	8/1/2020	1.35	1.674	4,954,050.00	5,625.00	4,959,675.00
13063DAC2	CALI ST GEN OBLIG	7,000,000.00	4/1/2021	2.63	2.218	7,106,750.00	0.00	7,106,750.00
13066YTY5	CAL ST DPT WTR RES PWR	14,766,802.35	5/1/2021	1.71	1.712	14,766,802.35	0.00	14,766,802.35
64971W5X4	NYC TRANSITIONAL FIN AUTH	10,000,000.00	5/1/2021	2.06	2.022	10,014,500.00	0.00	10,014,500.00
13063DAD0	CALI ST GEN OBLIG	2,200,000.00	4/1/2022	2.37	2.367	2,200,000.00	0.00	2,200,000.00
64966LN64	NEW YORK, NY	2,000,000.00	6/1/2022	2.74	1.986	2,067,620.00	0.00	2,067,620.00
73474TAM2	PORT OF MORROW OR TRANSMISSION FACS RE\	11,250,000.00	9/1/2022	1.809	2.108	11,091,425.00	1,758.75	11,093,183.75
60412AKS1	MINNESOTA BOND	13,500,000.00	10/1/2022	2.02	2.041	13,486,500.00	0.00	13,486,500.00
Subtotal:	MUNICIPAL	87,651,802.35			1.954	87,191,076.55	7,383.75	87,198,460.30
Subtotal: PORTFOLIO: OPERATING FUND		**1,058,317,802.35**			**1.529**	**1,058,827,845.56**	**10,467.08**	**1,058,838,312.64**
PORTFOLIO: ST. LAWRENCE SPEC								
FREDDIE MAC								
313397XS5	FMCDN	1,100,000.00	6/5/2018		1.281	1,091,410.22	0.00	1,091,410.22
Subtotal:	FREDDIE MAC	1,100,000.00			1.281	1,091,410.22	0.00	1,091,410.22
Subtotal: PORTFOLIO: ST. LAWRENCE SPEC		**1,100,000.00**			**1.281**	**1,091,410.22**	**0.00**	**1,091,410.22**

NEW YORK POWER AUTHORITY
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PORTFOLIO / SECURITY	SECURITY DESCRIPTION	PAR AMOUNT	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	PRINCIPAL COST	INTEREST PURCHASED	TOTAL COST
PORTFOLIO: ST. LAWRENCE CONSTRUCTION								
FEDERAL HOME LOAN								
313385RP3	FHLB DISCOUNT NOTE	4,900,000.00	1/9/2018		0.898	4,856,760.24	0.00	4,856,760.24
Subtotal:	FEDERAL HOME LOAN	4,900,000.00			0.898	4,856,760.24	0.00	4,856,760.24
FREDDIE MAC								
313397RK9	FMCDN	600,000.00	01/05/18		0.847	595,158.33	0.00	595,158.33
313397XN6	FMCDN	9,800,000.00	6/1/2018		1.150	9,689,443.75	0.00	9,689,443.75
Subtotal:	FREDDIE MAC	10,400,000.00			1.133	10,284,602.08	0.00	10,284,602.08
MUNICIPAL								
880591EQ1	TENN VALLEY AUTHORITY	4,275,000.00	10/15/2018	1.75	1.291	4,296,118.50	0.00	4,296,118.50
Subtotal:	MUNICIPAL	4,275,000.00			1.291	4,296,118.50	0.00	4,296,118.50
Subtotal: PORTFOLIO: ST. LAWRENCE CONSTRUCTION		19,575,000.00			1.109	19,437,480.82	0.00	19,437,480.82
GRAND TOTAL		**1,113,841,107.58**			**1.516**	**1,114,151,878.62**	**13,485.83**	**1,114,165,364.45**

Exhibit "A - Section V"
March 20, 2018

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, 2017

Brokers	Bids/Offers Accepted	Bids/Offers Solicited	Total Cost Purchases/Sales	CDs and Repurchase Agreements	Total Transactions
Academy Securities	8	15	209,794,357		$ 209,794,357
Bank of America Securities	3	7	46,564,401		$ 46,564,401
Blaylock Beal Van	4	7	25,970,719		$ 25,970,719
Cantor Fitzgerald	8	27	93,265,582	220,044,000	$ 313,309,582
CastleOak Securities L.P.	11	16	124,705,718		$ 124,705,718
Citigroup Global Markets	7	8	219,825,093		$ 219,825,093
Drexel Hamilton	12	15	108,448,397		$ 108,448,397
Great Pacific Securities	10	15	107,300,868		$ 107,300,868
JP Morgan Securities	4	6	58,570,484		$ 58,570,484
Key Bank	18	18		3,164,952	$ 3,164,952
Loop Capital Markets LLC	14	28	290,261,141		$ 290,261,141
MFR	1	2	39,994,528		$ 39,994,528
Mischler Securities	7	7	230,889,948		$ 230,889,948
Mizuho Securities USA Inc.	49	74	268,787,433	1,180,454,779	$ 1,449,242,212
Ramirez & Co.	3	3	17,057,017		$ 17,057,017
RBC Capital Markets	39	74	144,351,003	1,237,357,500	$ 1,381,708,503
Grand Total	**198**	**322**	**$ 1,985,786,690**	**$ 2,641,021,231**	**$ 4,626,807,921**

Exhibit 4g iii-A
March 20, 2018

GUIDELINES

AND

PROCEDURES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

REAL PROPERTY

INDEX

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GUIDELINES AND PROCEDURES FOR THE DISPOSAL OF NEW YORK POWER AUTHORITY REAL PROPERTY

I. PURPOSE

The purpose of these Guidelines and Procedures for the Disposal of Real Property ("Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Authority's policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

2.1 "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Trustees to be responsible for enforcement of the Guidelines for the Disposal of Real Property. The "Contracting Officer" is hereby designated to be the Vice President – Enterprise Shared Services, or equivalent(s) or designee.

2.2 "Dispose" or "Disposal" shall mean transfer of title or any other beneficial interest in real property in accordance with these Guidelines. Disposal does not include a release of an easement, Permit or Transfer of Jurisdiction.

2.3 "Fair Market Value" shall mean the estimated dollar amount that a willing buyer would pay to a willing seller for the Real Property in an arms-length transaction in the appropriate marketplace and under similar circumstances.

2.4 "Permits" shall mean permits issued by the Authority that grant revocable privileges to use or access real property under the jurisdiction of the Authority. Permits may be issued where the real property is not presently required for Authority purposes, but held for future use in carrying out its corporate purposes. Permits do not transfer a beneficial interest in real property. Permits are revocable, in part to assure availability upon demand of the real property for Authority purposes.

2.5 "Real Property" shall mean real property, including land, tenements and hereditaments owned by the Authority, and any other interest in such real property, to the extent that such interest may be conveyed to another person or entity for any purpose, excluding an interest securing a loan or other financial obligation of another party.

2.6 "Relative" shall mean any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee's grandparents or the spouse of such descendant.

2.7 "Transfers of Jurisdiction" shall mean transactions pursuant to Public Lands Law §3(4) and which are between the Authority and other State governmental entities where jurisdiction over Real Property is transferred and reassigned on such terms and conditions as the Authority and the New York State Office of General Services deem proper, but the title to the Real Property remains in the name of the People of the State of New York.

III. COMPLIANCE OVERVIEW

The Public Authorities Law ("PAL") requires the Authority to establish policy guidelines to accomplish the following:

3.1 Maintain inventory controls and accountability systems for all Real Property under the Authority's control.

3.2 Periodically inventory Authority Real Property to determine which Real Property shall be disposed of.

3.3 Dispose of Authority Real Property interests in accordance with the PAL.

3.4 Prepare annual reports of Real Property Disposal transactions.

IV. DUTIES OF THE MANAGER CORPORATE REAL ESTATE

4.1 The Manager Corporate Real Estate or equivalent(s) or designee shall maintain adequate inventory controls and accountability systems for all Real Property under the Authority's control.

4.2 The Manager Corporate Real Estate or equivalent(s) or designee shall periodically inventory Authority Real Property to determine which Authority Real Property shall be Disposed of and shall prepare a report identifying such Real Property for Disposal.

4.3 The Manager Corporate Real Estate or equivalent(s) or designee shall produce for publishing written reports of such Real Property as set forth in Article VI of these Guidelines.

4.4 The Manager Corporate Real Estate or equivalent(s) or designee shall arrange for the Disposal of any Real Property identified for Disposal by the Authority in accordance with these Guidelines and the Authority's Expenditure Authorization Procedures and as soon as reasonably practical under the circumstances.

V. PROCEDURES FOR THE DISPOSITION OF AUTHORITY REAL PROPERTY

5.1 The Authority may Dispose of Real Property for not less than the Fair Market Value of such Real Property by sale, exchange, or transfer, for cash, credit or other property, without warranty, and upon such other terms and conditions as the Contracting Officer deems proper under the provisions of the PAL and as implemented by these Guidelines. Fair Market Value of the Authority Real Property subject to Disposal shall be established by independent appraisal as appropriate and consistent with the intent of the PAL. Such appraisal documents shall be included in the record of the Real Property Disposal transaction.

5.2 Except as set forth in Section 5.3 of the Guidelines, any Disposal of Real Property shall only be made after publicly advertising for bids in accordance with the following:

5.2.1 the advertisement for bids shall be made at such time prior to the Disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Real Property;

5.2.2 all bids shall be publicly disclosed at the time and place stated in the advertisement; and

5.2.3 the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Authority, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.

5.3.a The Disposal of Authority Real Property may be negotiated or made by public auction without regard to Section 5.2 but subject to obtaining such competition as is feasible under the circumstances, if:

1. the Fair Market Value of the Real Property does not exceed fifteen thousand dollars ($15,000.00); or

2. bid prices after advertising therefore are not reasonable, either as to all or some part of the Real Property, or have not been independently arrived at in open competition; or

3. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Real Property and other satisfactory terms of Disposal are obtained by negotiation; or

4. under those circumstances permitted by Section 5.3; or

5. such action is otherwise authorized by law.

5.3.b.1 No Real Property owned, leased or otherwise in the control of the Authority may be sold, leased, or otherwise alienated for less than its Fair Market Value except if:

a. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the Real Property will remain with the government or any other public entity;

b. the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

c. in the event the Authority seeks to transfer Real Property for less than its Fair Market Value to other than a governmental entity, which Disposal would not be consistent with the Authority's mission, purpose or governing statutes, the Authority shall provide written notification thereof to the Governor, the Speaker of the Assembly, and the Temporary President of the Senate, and such proposed transfer shall be subject to denial by the Governor, the Senate, or the Assembly. Denial by the Governor shall take the form of a signed certification by the Governor. Denial by either House of the Legislature shall take the form of a resolution by such House. The Governor and each House of the Legislature shall take any such action within sixty days of receiving notification of such proposed transfer during the months of January through June, provided that if the Legislature receives notification of a proposed transfer during the months of July through December, the Legislature may take any such action within sixty days of January first of the following year. If no such resolution or certification is performed within sixty days of such notification of the proposed transfer to the Governor, Senate, and Assembly, the Authority may effectuate such transfer.

5.3.b.2. In the event a below Fair Market Value Real Property transfer is proposed, the following information must be provided to the Authority's Board of Trustees and the public:

a. a full description of the Real Property;

b. an appraisal of the Fair Market Value of the Real Property and any other information establishing the Fair Market Value sought by the Authority's Board of Trustees;

c. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the Real Property is situated as are required by the transfer;

d. a statement of the value to be received compared to the Fair Market Value;

e. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph (iv) of this paragraph, a statement of the value to the private party; and

f. the names of other private parties who have made an offer for such Real Property, the value offered, and the purpose for which the Real Property was sought to be used.

5.3.b.3. Before approving the Disposal of any Real Property for less than Fair Market Value, the Authority's Board of Trustees shall consider the information described in Paragraph 5.3.b.2 and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

5.4 An explanatory statement detailing the Disposal by negotiation of Authority Real Property subject to the PAL as set forth in Section 5.3 shall be made for any Disposal of:

5.4.1 Real Property with a Fair Market Value in excess of one hundred thousand dollars ($100,000.00) except that Real Property Disposed of by lease or exchange shall only be subject to 5.4.2 of this Section 5.4;

5.4.2 Real Property Disposed of by lease if the fair annual rent over the term of the lease is in excess of fifteen thousand dollars ($15,000.00); and

5.4.3 Any Real Property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration is for Real Property:

5.5 Each explanatory statement prepared in accordance with Section 5.4 above shall be transmitted to the State Comptroller, the Director of the Division of the Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office not less than 90 days in advance of such Disposal, and a copy shall be kept by the Authority.

5.6 In the Authority's discretion, when it shall be deemed advantageous to the Authority and the State, the Authority may enter into an agreement with the Office of the Commissioner of General Services ("OGS") under which OGS may Dispose of the Authority's Real Property under terms and conditions agreed to by the Authority and the OGS. In Disposing of any such Real Property of the Authority, the OGS shall be bound by the relevant provisions of the PAL.

5.7 The Manager Corporate Real Estate or equivalent(s) or designee shall provide all relevant documentation to the Environmental Division for the purposes of determining, if applicable, whether the Disposal of Real Property is in compliance with the State Environmental Quality Review Act, and for whether it adheres to the American Society of Testing and Material's guidelines for Environmental Site Assessments, if applicable.

5.8 No Authority employee who is involved in the award of Authority grants or contracts, may ask any purchaser(s), grantor(s), lessor(s) or officer(s), director(s) or employee(s) of such current or prospective purchaser(s), contractor(s) or grantee(s) to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party,

elected official, or candidate for elective office; or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

5.9 No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 5.8 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.

5.10 No Authority employee may take part in any contracting decision involving the payment of more than $1,000: (i) to a Relative; or (ii) to any entity in which a Relative owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If such situation arises, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

5.11 Public Authorities Law Section 2879-a establishes a framework for the Office of the State Comptroller ("OSC") to review and approve certain Public Authority contracts.

5.11.1. Any contract in excess of $1,000,000 that is to be awarded by a state authority 1) to a "single source" or "sole source", or pursuant to any other means of procurement that is not competitive, or 2) where the monies to be paid in whole or in part have been appropriated by the state to the state authority for such

contractual expenditure ("Eligible Contract"), must be reported in advance of execution to the OSC. Upon execution, all such Eligible Contracts must be filed with the OSC within 60 days.

5.11.2. If the OSC has previously identified a contract or category of contract as "reviewable" ("Reviewable Contract)", such Reviewable Contract must include language stating that it is subject to OSC approval and the executed Reviewable Contract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable Contract within 90 days, the contract is valid.

VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars ($15,000.00) that the Authority Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.

6.1.2 Pursuant to Public Authorities Law § 2896(3)(a), the Manager Corporate Real Estate or equivalent(s) or designee shall prepare for distribution to the State Comptroller, the Director of the Division of the

Budget, the Commissioner of General Services, the State Legislature and the State Authorities Budget Office, an annual report listing all real property of the Authority, which report shall include a list and description of all Real Property Disposed of during the fiscal reporting period. Regarding Disposals, this annual report shall include the price received by the Authority and the name of the purchaser of the Real Property.

6.2 The Authority may be called upon periodically to submit information regarding the Disposal of Real Property to organizations implementing the PAL or other statutes regulating the Disposal of Real Property.

6.3 The Authority's Governance Committee meets at least three times per year and staff from Enterprise Shared Services or the equivalent(s) may prepare and present ongoing reports regarding the Disposal of Real Property.

VII. APPROVAL OF GUIDELINES BY THE AUTHORITY'S BOARD

7.1 The Guidelines shall be annually reviewed and approved by the Authority's Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the most recently reviewed and approved Guidelines, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the State Comptroller, the Authority shall also post such Guidelines on its internet website.

Guidelines and Procedures for the Disposal of Real Property

REDLINE CHANGES

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

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contractual expenditure ("eEligible eContract"), must be reported in advance of execution to the OSC. Upon execution, all such eEligible eContracts 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" ("rReviewable eContract)", such Reviewable eContract must include language stating that it is subject to OSC approval and the executed Reviewable eContract must be submitted to the OSC for review. If the OSC does not act to disapprove the Reviewable eContract within 90 days, the contract is valid.

VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Manager Corporate Real Estate or equivalent(s) or designee shall publish the following reports in accordance with these Guidelines:

6.1.1 Pursuant to Section 2800 of the Public Authorities Law, the Manager Corporate Real Estate shall furnish a report for incorporation in the Authority's annual report which is distributed to the Governor, the Chairman and Ranking Minority Member of the Senate Finance Committee, the Chairman and Ranking Minority Member of the Assembly Ways and Means Committee, the State Comptroller and the State Authorities Budget Office. This report shall include (a) a listing of all Real Property having an estimated Fair Market Value greater than fifteen thousand dollars ($15,000.00) that the Authority Disposed of during such reporting period and the name of the purchaser of the Real Property and the price paid by the purchaser for the Real Property, and (b) a description of the total amounts of Real Property sold without competitive bidding, including (i) the nature of the Real Property, (ii) the names of the counterparties, and (iii) where the price for the Real Property sold is less than Fair Market Value, a detailed explanation of the justification for making the sale without competitive bidding, and a certification by the Authority's Chief Executive Officer and Chief Financial Officer that they have reviewed the terms of such sale and determined that it complies with applicable law.

Exhibit 4g iii-B
March 20, 2018

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.

Guidelines and Procedures for the Acquisition of Real Property

REDLINE CHANGES

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 ("Eeligible Ceontract"), must be reported in advance of execution to the OSC. Upon execution, all such Eeligible Ceontracts must be filed with the OSC within 60 days.

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4.6.2. If the OSC has previously identified a contract or category of contract as "reviewable" ("Rreviewable Ceontract)", such Reviewable Ceontract must include language stating that it is subject to OSC approval and the executed Reviewable Ceontract submitted to the OSC for review. If the OSC does not act to disapprove the contract within 90 days, the contract is valid.

Exhibit 4g iii-C
and 4g iii-C-1
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 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
New York State Office of Parks, Recreation and Historic Preservation (Transfer of Jurisdiction, Niagara County)	No Consideration	.43	1/31/2017
Mary Mayette	$15,600.00	.78	2/17/2017
New York State Office of Parks, Recreation and Historic Preservation (Niagara County)	No Consideration	1.15	6/8/2017
New York State Department of Environmental Conservation (Transfer of Jurisdiction, St. Lawrence County)	No Consideration	56.83	7/12/2017

Fee interest conveyed unless otherwise noted.

Exhibit C-1

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER $15,000 IN VALUE

Seller's Name	Price Paid by the Authority	Parcel Acres	Transfer Date
New Hartford Office Park LLC	$90,300.00	3.01	2/15/2017

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 $ 5,000 FMV per parcel	up to $ 10,000 FMV per parcel	up to $ 20,000 FMV per parcel	> $ 20,000 FMV per parcel
B) Permits, Licenses and Operating Agreements for use of property owned by others or for use of Authority property by others:	up to $1,000 annual value	up to $10,000 annual value	up to $20,000 annual value	up to $100,000 annual value	>$100,000 annual value
C) Agreement for annual payment in lieu of taxes: [2] (per year)		up to $10,000 per parcel	up to $50,000 per parcel	up to $100,000 per parcel	> $100,000 per parcel
D) Leases or Lease Extensions where Authority is either landlord or tenant :		up to 5-year term including all renewal options *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

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 $ ~~35~~,000 FMV per parcel	up to $ 810,000 FMV per parcel	up to $ ~~10~~20,000 FMV per parcel	> $ ~~10~~20,000 FMV per parcel
B) Permits, Licenses and Operating Agreements for use of property owned by others or for use of Authority property by others:	up to $1,000 annual value	up to $10,000 annual value	up to $20,000 annual value	up to $100,000 annual value	>$100,000 annual value
C) Agreement for annual payment in lieu of taxes: [2] (per year)		up to $10,000 per parcel	up to $50,000 per parcel	up to $100,000 per parcel	> $100,000 per parcel
D) Leases or Lease Extensions where Authority is either landlord or tenant :		up to 45-year term including all renewal options *and* not exceeding $30,000 annual rent	up to 610-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 4g iv-A
March 20, 2018

GUIDELINES

FOR THE

DISPOSAL OF NEW YORK POWER AUTHORITY

PERSONAL PROPERTY

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GUIDELINES FOR THE DISPOSAL OF NEW YORK POWER AUTHORITY PERSONAL PROPERTY

I. PURPOSE

These Guidelines for the Disposal of New York Power Authority Personal Property (hereinafter "Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the Authority's policy and instructions regarding the use, award, monitoring and reporting of the disposal of personal property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

II. DEFINITIONS

A. "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Board of Trustees to be responsible for the disposition of personal property. The "Contracting Officer" is hereby designated to be the Vice President – Procurement, 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 defined in Subsection X.G.1 of these Guidelines.

III. OBJECTIVE

The objective of these Guidelines is to identify those Authority personnel responsible for authorizing the disposal of Property owned by the Authority and to ensure that the Authority receives fair and reasonable value for such Property. The transfer or sale of Property shall be accounted for in accordance with the Authority's Corporate Accounting Policy No. CAP 4.3 "Accounting for Materials and Supplies

Inventory," and the Authority's procedures for the disposal of Property implementing these Guidelines.

IV. TRANSACTIONS NOT COVERED

These Guidelines do not apply to any of the following transactions:

1. Disposal of real property interests;
2. Exchange of Property with other utilities or power plant owners, where such owners will provide an identical or in-kind replacement;
3. Transfer/re-deployment of Property from one Authority facility to another Authority facility or to Canal Corporation;
4. Disposal of natural gas that is subject to the Authority's Energy Resource Management Fuels Procedures.

V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS

A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines, including through development and implementation of internal controls (such as written procedures and supporting tools).

B. The individual responsible for disposal of Property greater than $5,000 at the Authority's facilities will be the Director – Site Purchasing & Warehouse ("DSP&W") or equivalent. For purposes of Property disposal, the DSP&W reports directly to the Contracting Officer or authorized designee.

C. The Manager - Purchasing/Warehouse at each facility acts as the local Property

Disposal Coordinator, who is responsible for Property disposal less than or equal to $5,000 and assists the DSP&W with all other disposals at his or her facility or location ("Facility PDC"). The Facility PDC reports to the DSP&W.

D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Procurement Division, (rebranded Strategic Supply Management, hereinafter “SSM”), to be the Property Disposal Coordinator(s) for the White Plains and other corporate offices ("WPO PDC"). For purposes of Property disposal, the WPO PDC(s) will confer, interface with and report to the Contracting Officer or authorized designee.

E. The Director of Fleet Operations (“DFO”) or equivalent(s) or authorized designee is responsible for the disposal of vehicles and rolling equipment. The DFO reports directly to the Vice President – Enterprise Shared Services or equivalent, or authorized designee.

F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DSP&W and the WPO PDC(s) should confer (by oral or written communication) with the Contracting Officer or authorized designee to determine if a "centralized" sale of Property, as outlined in Article VII, is appropriate. If agreed, the responsible Facility or WPO PDC (collectively hereinafter referred to as “PDC”) should arrange for shipment of the Property to be sold from the site to the sale location. If a centralized sale is not appropriate, the responsible PDC should proceed in accordance with the "decentralized" procedures, as outlined in Article VIII.

VI. DISPOSAL OF AUTHORITY PERSONAL PROPERTY

Except for Disposals pursuant to Article VII, Article XII and Subsection VI.A.4 of these Guidelines, whenever practicable, the responsible PDC shall solicit proposals from qualified bidders, to purchase the Property to be disposed of, and will maintain records of such solicitations. The PDC should use "Attachment A" attached hereto or an appropriate substitute for solicitations under this Article VI.

A. DISPOSAL METHODS FOR PERSONAL PROPERTY

1. For the purposes of these Guidelines, disposal methods may include, but are not limited to: sale (directly to the Buyer, through a third party, negotiation, advertised public auction that permits full and free competition consistent with the value and nature of the property or on any other centralized basis that achieves the same level of competition); return to the original equipment manufacturer or to the source; trade-ins or disposals as part of a competitive procurement; or disposal through the New York State Office of General Services ("OGS"). Provided, however, that no disposition of any Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar Property, shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. The Authority's Environment, Health and Safety Division should be consulted, on a

case-by-case basis, regarding disposal of items that may be considered hazardous waste.

2. Solicitation via telephone, e-mail and/or direct mailings may be used where the estimated Fair Market Value of the Property to be disposed of does not exceed $15,000. All bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by this procedure and by the date and time (the "Bid Due Date") included in the solicitation.

3. All Disposals of Authority Property in excess of $15,000 shall be made after publicly advertising for bids except as provided in Subsection 4 below, using the following process:

   a. the appropriate advertisement for bids (Attachment "B" or an appropriate substitute) shall be made at such time prior to the Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. This may include advertisements in one or more of the following publications, depending on the nature of the Property: local newspapers in the geographic area of the facility where the sale is taking place, trade journals, regional or nationwide publications (if the market for such sale is regional or nationwide), the New York State Contract Reporter, internet services or other communication outlets as appropriate;

b. all bids must be submitted in writing on the forms or an appropriate substitute and in the manner prescribed by these guidelines and by the Bid Due Date included in the solicitation;

c. where the value of the Property exceeds $5,000, all bid amounts shall be posted to the Authority’s internet website or publically disclosed at the time and place of the sale; and

d. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforms to the bid solicitation and is most advantageous to the Authority, price and other factors considered; however, any bid may be rejected when in the public interest to do so at the Authority’s sole discretion.

4. Disposals of Property may be negotiated or made by public auction without regard to Subsection 3 of this Section, but subject to obtaining such competition as is feasible under the circumstances, if:

a. the Property involved has qualities separate from the utilitarian purpose of such Property, such as artistic quality, antiquity, historical significance, rarity or other quality of similar effect that would tend to increase its value, or if the Property is to be disposed of in such quantity that, if it were Disposed of under Subsection 3 of this Section, would adversely affect the state or local market for such Property, and the estimated Fair Market Value of such Property and other satisfactory terms of disposal may be obtained by negotiation;

b. bid prices after advertising therefore are not reasonable, either as to all or part of the Property, or have not been independently arrived at in open competition;

c. the Disposal will be to the state or any political subdivision, and the estimated Fair Market Value of the Property and other satisfactory terms of Disposal are obtained by negotiation;

d. under those circumstances permitted by Subsection 6 of this Section;

e. if the estimated or actual fair market value of the property does not exceed $15,000; or

f. such action is otherwise authorized by law.

5. An explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property which has an estimated Fair Market Value in excess of fifteen thousand dollars ($15,000). In addition, an explanatory statement shall be prepared of the circumstances of each Disposal by negotiation of any Property disposed of by exchange, regardless of value. Each such statement shall be transmitted to the Commissioner of General Services, the State Legislature, the State Comptroller, the Director of the Division of the Budget and the Authorities Budget Office, not less than ninety days in advance of such Disposal, and a copy thereof shall be preserved in the Authority's files.

6. a. No Property owned or otherwise in the control of the Authority may be disposed or otherwise alienated for less than its Fair Market Value except if:

(i) 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;

(ii) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

(iii) 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.

b. 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:

(i) a full description of the Property;

(ii) 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;

(iii) 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;

(iv) a statement of the value to be received compared to the Fair Market Value;

(v) 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

(vi) 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.

c. 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 is made without competitive bidding and where the proposed contract price for the Property disposed of is less than Fair Market Value, a detailed explanation of the justification for making the Disposal without competitive bidding shall

be prepared, and a certification shall be signed by the Chief Executive Officer and Chief Financial Officer of the Authority stating that they have reviewed the terms of such Disposal and have determined that it complies with applicable law and these Guidelines.

B. **DISPOSAL OPTIONS IF NO BIDS OR NO ACCEPTABLE BIDS ARE RECEIVED**

The appropriate PDC shall confer with the DSP&W and the Contracting Officer or authorized designee to decide (i) if re-soliciting is feasible; (ii) if shipment to a third-party contractor for Disposal would result in higher-priced proposals; (iii) if disposal by other methods would be appropriate; and/or (iv) if the Fair Market Value estimate requires review or adjustment, where:

1. the solicitation pursuant to Section VI.A does not produce any bids to purchase the Property;
2. in the opinion of the Authority, the bids are not arrived at independently;
3. all bids are not reasonable in accordance with Section X.C; or
4. all bids received are less than the Authority's Fair Market Value estimate.

VII. CENTRALIZED DISPOSAL

A. Subject to the approval of the Contracting Officer or authorized designee and in

accordance with Article VI of these Guidelines, in either the initial document authorizing the disposal or through a subsequent communication, Property may be disposed of using any of the following methods:

1. Shipment of the material to a third-party vendor(s), selected by competitive bidding, which, pursuant to these Guidelines, will market the material for sale or dispose of such material in accordance with environmental and any other Authority requirements.
2. Consolidation of such Property at one of the Authority's facilities or an offsite warehouse for the purpose of conducting a sale managed by Authority staff, possibly with the assistance of an outside contractor.
3. Participation in public auctions provided the advertisement for bids through such methods permits full and free competition consistent with the value and nature of the property, as may be conducted through an independent auctioneer, online auction service, or another utility.

VIII. DECENTRALIZED DISPOSAL

A. The Regional Manager, Project Manager, or head of a Department or Division requiring disposal of Property which he or she believes to be disposable, will submit to the responsible PDC a written description of the material, with the original price (if known), and estimate of the Property’s Fair Market Value (if available). If practical, a photograph of the material or equipment in question should be provided. Such submission shall be made to the responsible PDC for the location where the Property is located.

B. If the responsible PDC, in conference with either the DSP&W or the Contracting Officer or authorized designee, as appropriate, determines that other Authority facilities may have an interest in the Property, a notice should be sent to the other Authority facilities advising of its availability and requesting a response within a specified time frame. A record of the notice will be maintained by the responsible PDC. In the event that the responsible PDC and either the DSP&W 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.

1. For purposes of this Section G, the term "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.

XI. AUTHORIZATION LEVELS AND SIGNING AUTHORITY

A. For the purposes of these Guidelines, the Responsible Officer(s) or designee will in each case review the appropriateness of the Fair Market Value estimate and the recommendation for contract award for disposal of the Property. Responsible Officers or designee are designated as follows:

1. The Board of Trustees, if the Fair Market Value of the Property is greater than $1,000,000 or if the Disposal is for less than Fair Market Value in accordance with paragraph VI.A.6; or
2. The President or the Chief Operating Officer or equivalent(s), if the Fair Market Value of the Property is up to $1,000,000; or
3. The Executive Vice President and Chief Financial Officer or equivalent(s), if the Fair Market Value of the Property is up to

$750,000; or

4. For Fleet-related transactions, the Senior Vice President – Human Resources and Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $750,000; or
5. The Vice President – Procurement or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
6. For Fleet-related transactions, the Vice President – Enterprise Shared Services or equivalent(s), if the Fair Market Value of the Property is up to $500,000; or
7. The DSP&W, if the Fair Market Value of the Property is up to $100,000; or
8. For Fleet-related transactions, the Director – Fleet Operations, if the Fair Market Value of the Property is up to $100,000; or
9. The responsible PDC, if the Fair Market Value of the Property is $5,000 or less.

B. For public auctions or similar centralized disposals, such authorization should be obtained prior to submitting Property to auction based on the estimated Fair Market Value of the Property.

1. For purposes of these Guidelines, the Director - Fleet Operations ("DFO") or equivalent(s) and DSP&W are authorized to sign Disposal Sales Agreements based upon the provisions of Section XI.A above whereby the DFO is authorized to sign fleet-related sales agreements and the DSP&W may sign both fleet and non-fleet sales agreements.

C. 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.

D. The foregoing provisions of this section shall not apply to the sale of energy and fuel. Such authorization shall be governed by the transaction authorization limits for energy and energy-related financial transactions, as adopted by the Authority's Board of Trustees.

XII. OTHER METHODS FOR DISPOSAL OF PERSONAL PROPERTY

A. Disposals as Part of a Competitive Procurement

These Guidelines are not intended to restrict disposals as part of a competitive procurement, including trade-ins, where the procurement is competitively bid and awarded in accordance with the Authority's Guidelines for Procurement Contracts and Fair Market Value can be obtained for the Property. Any such proposed disposal must be included as part of the solicitation of bids for the procurement. The solicitation must also include an estimated Fair Market Value of the Property or minimum bid amount. The disposal or trade-in value must be stated in the proposals from bidders. When disposing of Property as part of a competitive procurement, the Authority may consider the cost difference between the accepted

proposal and the next lowest responsive proposal as part of the consideration for the disposal of the Property.

B. **Return to the Original Equipment Manufacturer ("OEM") or to the Source**

For Property with a Fair Market Value of $15,000 or less, return of materials to the OEM or the source is permissible provided that the Authority receives full value for any materials equal to the price paid by the Authority or the estimated Fair Market Value of the Property. In the event a re-stocking fee is charged by the OEM or the source, the DSP&W or the Contracting Officer or authorized designee, as appropriate, shall be consulted to determine if such a re-stocking fee is reasonable and if there are other opportunities for sale of such material. Approval of all such returns to the OEM or the source when a re-stocking fee is charged, must be in accordance with the Authorization Levels delineated in Section XI.A.

C. **Disposal through the New York State Office of General Services (OGS)**

The Authority may utilize OGS for Disposal of Authority-owned Property including on-line disposal methods offered by OGS. In addition, in accordance with New York State law, surplus computers and related accessories, surplus office furniture, and other equipment may, with the approval of the Contracting Officer or authorized designee, be transferred to OGS for disposition, in the case of computers and accessories to school districts located near Authority offices or operating facilities, or in the case

of office furniture and office equipment, to other state entities. Disposal of these items in this manner represents the best value to New York State in lieu of attempted re-sale of such materials.

XIII. METHODS OF PAYMENT

The proceeds from the sale of Property in the form of cash or a certified check made payable to the Authority must be forwarded to the Authority's Treasurer by the Facility PDCs and to the Authority's Controller's Office by the DSP&W and WPO PDC(s). In certain cases involving a transfer of Property to other state agencies or authorities, the performance of documented services to the Authority equal to or greater in value to the Fair Market Value of the Property, will serve as payment for such Property. The authorization limits of Article XI shall apply to such transactions.

XIV. REPORTING REQUIREMENTS

A. The Authority shall publish, not less frequently than annually, a report of all Property having a FMV in excess of $5,000 that was disposed of during the reporting period, including the full description, price (if any) received and the name of the purchaser for all such Property disposed of by the Authority during such period. Such report shall be prepared in conjunction with the report required by the Authority's "Guidelines for the Disposal of New York Power Authority Real Property."

B. Such report, as approved by the Board of Trustees, shall be submitted to the State Comptroller, the Director of the Division of the Budget, the

Commissioner of General Services, the State Legislature and the Authorities Budget Office.

C. These Guidelines, as approved by the Trustees, shall be reviewed and approved annually by the Authority's Board of Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the Guidelines most recently reviewed and approved by the Board of Trustees, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the Comptroller, the Authority shall also post such Guidelines on the Authority's internet website and maintain such Guidelines on the website.

D. For disposal by negotiation of Property over $15,000, Property of any value related to the disposal of Real Property by exchange, or Property where part of the consideration received is Real Property, an explanatory statement shall be prepared and submitted to the parties as set forth in Subsection VI.A.5.

E. The Authority's Governance Committee meets at least three times per year. Staff from the Business Services Business Unit, or equivalent(s), prepare and present ongoing reports regarding disposals of personal property and real property.

F. The Authority may be called upon periodically to submit information regarding the Disposal of Personal Property to organizations implementing the PAAA or other statutes regulating the disposal of Property, such as the Authorities Budget Office through the Public Authorities Reporting Information System ("PARIS").

BID SHEET

The following personal property is available for sale "AS IS, WHERE IS" and the Power Authority gives no warranty whatsoever as to its condition.

LUMP SUM BID AMOUNT* $_____

Subject to all terms and conditions set forth on the reverse hereof, the undersigned offers and agrees to purchase the above-described personal property at the bid amount indicated.

Signature	Company Name
Name (Printed)	Street Address
Date	City, State, Zip Code
FAX number	Telephone number

* All sales are subject to New York State Sales Tax and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

PERSONAL PROPERTY SALE
SALE NO. _____
NEW YORK POWER AUTHORITY
(ADDRESS OF PROJECT)
Telephone: ( )_____
FAX: ( )_____

Subject to the terms and conditions stated below, bids will be received on the personal property, either by mail, fax or hand delivery at the (Location) _____ no later than (Date) _____.

The personal property is available for inspection, by appointment, at the (Project) _____. For an appointment, please contact the Property Disposal Coordinator, (Name) _____ at (Telephone no.) _____.

Successful bidders will be required to pay by certified check, on notice from the Authority that the bid has been accepted, and remove the personal property from the Authority's premises within ten (10) calendar days after receipt of notice of award.

Envelopes containing bids submitted by mail should be marked on the outside to indicate that a bid on Sale No. ____ is enclosed.

Current and former employees of the Power Authority or relatives of such employees or third parties acting on behalf of such employees or relatives are ineligible to bid and are prohibited from subsequently acquiring such personal property in any manner.

1. **INSPECTION.** Bidders are invited, urged and cautioned to inspect the personal property being sold prior to submitting a bid. The personal property will be available for inspection at the time and place specified above. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

2. **CONDITION OF PROPERTY.** All personal property listed is offered for sale "AS IS, WHERE IS". The Authority does not in any way warrant the fitness of the personal property for any particular use or its merchantability and disclaims any other representations or warranties, express or implied, including, but not limited to, quality, character, performance or condition of the personal property or any of its component parts, assemblies, or accessories.

3. **CONSIDERATION OF BIDS.** Bids must be submitted in writing on the form provided by the Authority (see reverse side) and shall be submitted on all items listed. The Authority reserves the right to reject any and all bids, to waive technical defects in bids and to award sale of the items as may be in the best interest of the Authority.

4. **PAYMENT.** The Purchaser agrees to pay for the awarded personal property in accordance with the prices quoted in his/her bid. Payment of the full purchase price must be made within the time allowed for removal, and prior to the release of any personal property to the Purchaser.

5. **NEW YORK STATE SALES AND COMPENSATING USE TAX.** All sales will be subject to New York State Sales and Compensating Use Tax unless the Purchaser furnishes the Authority with an exemption certificate.

ADVERTISEMENT FOR PROPOSALS

The following described personal property, shall be sold "AS IS, WHERE IS" by the New York Power Authority ("the Authority").

1. Sealed bids are invited for the above, which will be available for inspection by inquiry at the (Location/Building) at the (Project and Address) between the hours of _____ a.m. to __ p.m. on (Date/s) . Bids must be submitted on the Authority's bid form, which can be obtained by calling (Telephone no.) . No bid will be accepted unless it is on such form. Bids shall be accepted on or before ___ p.m. on (Date) .

2. Current and former employees of the Authority or relatives of such employees or third parties seeking to act on behalf of such employees or relatives shall be ineligible to bid.

3. Successful bidders, on notice from the Authority, shall be required to pay by certified check and shall promptly remove the personal property from the Authority's property.

4. The Authority reserves the right to reject any and all bids.

PERSONAL PROPERTY
SALES AGREEMENT

_____, the Buyer, and the Power Authority of the State of New York ("the Authority"), agree as follows:

1) The personal property identified herein is sold by the Authority and purchased by Buyer "AS IS, WHERE IS" at the price(s) shown, plus any applicable sales tax.

2) **THE AUTHORITY DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.**

3) The Buyer warrants that he/she/it is not a current or former Authority employee, is not related to an Authority employee and did not bid on behalf of an Authority employee. Buyer is aware that Authority employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Buyer pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Buyer of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.

4) The Buyer shall indemnify and hold harmless the Authority and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

5) Except for disposals by public auction, the Buyer shall remove the personal property from the Authority's premises by _____ at Buyer's expense. The Buyer shall make payment upon delivery by certified check payable to the New York Power Authority.

Description of Personal Property:

Selling Price: _____

Executed this _____ day of _____, 20 _____.

Buyer (Print or Type):

_____

_____

_____

Seller:

Power Authority of the State of New York

123 Main Street

White Plains, New York 10601

_____
Authorized Signature

_____
Authorized Signature

_____
Full Name (Printed)

_____
Title

_____
Title

PRIVACY LAW NOTIFICATION

SECTION 94(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM POTENTIAL PURCHASERS OF AUTHORITY PROPERTY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law. The principal purpose for which the information is collected is to assist the Power Authority of the State of New York in the sale of Authority personal property in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f).

Failure to provide the requested information may result in ineligibility for participation in a program, sale or benefit provided by the Authority.

This information will be maintained by Fleet Operations, at the Power Authority of the State of New York, Clark Energy Center located at 6520 Glass Factory Road, Marcy, N.Y. 13403, (315) 724-8186 or, when appropriate, by the Procurement Department at the Corporate office or at one of the Authority facilities.

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

DESCRIPTION	PURCHASER	SALE PRICE	PRICE RECEIVED by the Authority
REFRIGERANT TANKS AT NIAGARA AND ST LAWRENCE PROJECTS	AIRGAS USA LLC, DBA FOR AIRGAS, INC.	$ 6,723.88	$ 6,723.88
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 9,994.00	$ 9,994.00
CO2 AND HYDROGEN CYLINDERS AT ST LAWRENCE PROJECT	AMERITANX, INC.	$ 19,000.00	$ 19,000.00
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 15,757.03	$ 15,757.03
SCRAP METALS AT ST LAWRENCE PROJECT	CASELLA WASTE SYSTEMS, INC.	$ 10,156.62	$ 10,156.62
CO2 CYLINDERS AT NIAGARA PROJECT (1)	AMERITANX, INC.	$ 19,700.00	$ 19,700.00
	SUBTOTAL:	$ 81,331.53	$ 81,331.53

(1) NYPA received payment from Ameritanx, Inc. of $22,700 as the winning bidder in an auction for CO2 cylinders. NYPA subsequently refunded $3,000 for missing Kidde valves, resulting in a net price received of $19,700.

Exhibit "A-1"
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

FLEET OPERATIONS

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED * by the Authority
2000 HYSTER FORKLIFT	POWER & CONSTRUCTION GROUP INC	$ 13,500.00	$ 100.00	$ 13,400.00
2004 JLG 450AJ MANLIFT	AMAZING MOTORS	$ 21,000.00	$ 100.00	$ 20,900.00
2004 JLG 600S MANLIFT	NICHOLAS KRYWOSA	$ 2,000.00	$ 100.00	$ 21,900.00
2005 YALE GLP06-TG FORKLIFT	DAN DIMOND EQUIPMENT INC	$ 1,000.00	$ 100.00	$ 10,900.00
2008 CHEVY IMPALA	UPSTATE AUTO SALES INC	$ 5,500.00	$ 100.00	$ 5,400.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,100.00	$ 100.00	$ 5,000.00
2008 FORD ESCAPE	JULIAN PADUANA	$ 5,200.00	$ 100.00	$ 5,100.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	DILCIA BARROS	$ 5,750.00	$ 100.00	$ 5,650.00
2008 FORD F350 PICKUP	UPSTATE AUTO SALES INC	$ 1,000.00	$ 100.00	$ 10,900.00
2008 FORD F550 PICKUP	CNY SEALCOATING & CONCRETE LLC	$ 3,750.00	$ 100.00	$ 13,650.00
2009 CHEVY IMPALA	THOMAS BROWN	$ 6,250.00	$ 100.00	$ 6,150.00
2009 DODGE DURANGO	CHAMPION INTERNATIONAL	$ 5,250.00	$ 100.00	$ 5,150.00
2011 FORD F350 PICKUP	ICAR AUTO SALES LLC	$ 1,000.00	$ 100.00	$ 10,900.00
2011 FORD F350 PICKUP	CHRIS ALBICKER	$ 1,000.00	$ 100.00	$ 10,900.00
2011 FORD FUSION	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2011 FORD FUSION	UPSTATE AUTO SALES INC	$ 5,250.00	$ 100.00	$ 5,150.00
2011 TOYOTO HIGHLANDER	L&V DOM & IMPORTED AUTO SALES INC	$ 2,500.00	$ 100.00	$ 12,400.00

* Sale Price less transportation and other costs. Includes items where the Sale Price and/or the estimated Fair Market Value exceeded $5,000.

POWER AUTHORITY OF THE STATE OF NEW YORK

2017 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER $5,000

FLEET OPERATIONS (CONTINUED)

DESCRIPTION	PURCHASER	SALE PRICE	Transportation and Other Fees	PRICE RECEIVED * by the Authority
2012 FORD FUSION	RWC ENTERPRISES	$ 6,450.00	$ 100.00	$ 6,350.00
2012 FORD FUSION	CJ'S CAR AMERICA	$ 6,950.00	$ 100.00	$ 6,850.00
2005 JD ATV	HYLAN DATACOM & ELECTRICAL LLC	$ 7,750.00	$ 100.00	$ 7,650.00
2013 FORD FUSION	SUSAN M BUTTON	$ 7,500.00	$ 100.00	$ 7,400.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,750.00	$ 100.00	$ 5,650.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,250.00	$ 100.00	$ 5,150.00
2012 FORD FUSION	CHICAGO AUTOPLEX INC	$ 5,250.00	$ 100.00	$ 5,150.00
2008 FORD ESCAPE	CONNIE BURNETT	$ 6,000.00	$ 100.00	$ 5,900.00
2009 FORD F250	ICAR AUTO SALES LLC	$ 10,750.00	$ 100.00	$ 10,650.00
2005 INTR 7400	ACE EQUIPMENT NORTH	$ 13,000.00	$ 100.00	$ 12,900.00
2003 WORK VAN	LEHIGH AUTO SALES & SERVICE LLC	$ 8,000.00	$ 100.00	$ 7,900.00
2007 INTR 5600	KT POWER	$150,000.00	$ 100.00	$ 149,900.00
2006 CATE D5GL	VILLAGE TRUCK SALES	$ 46,000.00	$ 100.00	$ 45,900.00
2004 JLG M6400J	INTEGRA SUPPLY	$ 15,000.00	$ 100.00	$ 14,900.00
	FLEET SUBTOTAL:	$ 474,450.00	$ 3,300.00	$ 471,150.00
	+ SUBTOTAL Page 1:	$ 81,331.53	--	$ 81,331.53
	GRAND TOTAL:	$ 555,781.53	$ 3,300.00	$ 552,481.53

* Sale Price less transportation and other costs. Includes items where the Sale Price and/or the estimated Fair Market Value exceeded $5,000.

Exhibit 4g v-A-1
March 20, 2018

POWER AUTHORITY OF THE STATE OF NEW YORK
2017 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 has been 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, most recently on March 21, 2017.

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 20, 2018, are now presented to the full Board of Trustees for review and approval at their meeting of the same date. The approved Guidelines will become effective on March 31, 2018 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 2017 included purchase of goods, services and construction work in support of the Authority's newly designed Integrated Smart Operations Center (ISOC), 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, the Puerto Rico Electric Power Authority (PREPA) hurricane Maria relief effort, Headquarters operations along with the Authority's Strategic Initiatives and Digital Transformation.

In an effort to align NYPA's procurement processes with the industry's best practices, the Strategic Supply Management group has implemented SAP Ariba Procure to Contract platform with a comprehensive Supplier Information Management and Performance, Electronic Sourcing, and Contract Management system. In 2017 SSM fully adopted the first of two modules, Supplier Information and Performance Management ("SIPM") and e Sourcing. SIPM has provide the functionality to manage suppliers' information, risk and performance, which will be measured via surveys completed by the project team. The Ariba e sourcing streamlines the bidding processes by using electronic documents and automating processes and controls. The Contract Management module which will document and control any negotiated changes to the terms and conditions of contract document is in the pilot stage prior to full adoption.

In 2018 SSM will expand the Ariba platform with the addition of a Catalog Management module. This feature will enable catalog technology for frequently used goods to be procured easily and efficiently. The first catalogs will be for lighting in support of the Energy Services projects.

The Canal Corporation is fully integrated into the SSM process and procedures. SSM is meeting on a regular basis to assist and train Canal personnel in the adherence with the Guidelines for Procurement Contracts, policies and procedures, along with the use of SSM technology such as SAP, Adobe Echosign and Digital Warehouse.

SUPPLIER DIVERSITY PROGRAM ("SDP")

From January to December 2017, the Authority and the Canal Corporation expended $64.7 Million or 18% of its reportable expenditures to New York State-certified 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 calendar year 2017 resulted in $ 605.1 Million or 30.5% in principal sales and purchases for the Authority.

The SDP program reached a milestone of $1 billion in payments to MWBEs in the 3rd reporting quarter. SDP's and SSM's dedication and hard work over the years has ensured continuous and increased participation of MWBEs in NYPA procurements.

The Authority remains challenged in meeting the aggressive 30% MWBE goal due to numerous factors; onboarding of the Canal Corporation, the conclusion of multiple energy efficiency contracts and NYPA's unique position as an energy producing utility. However, we are confident that the new procurement model, proper procurement goal assessment, enhanced tracking and reporting of MWBEs and SDVOBs along with the revised approaches in determining MWBE goal participation, will collectively provide the Authority continued success in providing opportunities to diverse suppliers.

The Authority continues to work diligently with Empire State Development ("ESD") and the Office of General Services to meet their respective legislative requirements.

SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM

The Service-Disabled Veteran-Owned Business Act was signed into law by Governor Andrew M. Cuomo on May 12, 2014. In January of 2015, the Authority was selected as one of four (4) authorities to participate in a pilot program under the auspices of the Office of General Services ("OGS"). The program is now in full effect and all New York State agencies and authorities are mandated to meet six percent (6%) SDVOB participation goals. The 6% SDVOB goal is in addition to 30% goals established pursuant to Article 15-A of the Executive Law with respect to procurements from certified Minority and Women-owned Business Enterprises.

Service-Disabled Veteran-Owned Business (SDVOB) utilization for the period January – December 2017 is approximately $ 2.4 Million or 13% of designated spend. Additionally, SDVOB financial dealers transacted over $549 Million or 27.7% in principal sales and purchases during the same period. The Authority continues to be recognized by the Office of General Services as one of the leading agencies in this area. As the program evolves, target areas will be expanded to afford even greater procurement opportunities for the SDVOB community.

CREDIT CARD PROCUREMENT SYSTEM

The Credit Card Procurement System (CCPS) is utilized to procure goods and services valued under $5,000. At the end of 2017, the Authority had approximately 139 cardholders in both headquarters and operating facilities. The average value of a single transaction was approximately $780. The average number of credit card transactions was 895 per month, with an average total monthly value of $697,912, totaling more than $8.4 million for the year and increase of more than $2.5 million over last year. This increase is due to additional credit card activity in support of Puerto Rico Electric Power Authority (PREPA) relief efforts. With the integration of the Canal Corporation (Canals) in 2017, the CCPS program expanded by approximately 97 cardholders and totaled more than $2 million for the year. Canals averaged 886 transactions per month. A single transaction averaged approximately $188 per month with a monthly average value of $166,938.

The combine credit card spend for both the Authority and Canal was more than $10 million averaging $485 per transaction and $864,950 per month with the largest effort in support of PREPA towards the end of the year. The total amount of the rebate for the Authority from JP Morgan Chase based on credit card activity for the year 2017 has exceeded $155,000 compared to 2016 rebate of $54,000.

2017 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 2017, including contracts that were extended into 2018 or beyond. There were 2,877 such contracts with an estimated value of more than $8.5 billion, which also includes the Authority, Canal, fossil fuel and corporate finance expenditures. Total procurement expenditures in 2017 exceeded $759 million. This amount represents more than $142 million for the purchase of fossil fuels and related services.

As illustrated in Attachment II, the following is a breakdown of the total value of active contracts including the Authority, Canal, fuels and corporate finance by contract type:

- 36% Construction Services;
- 43% Equipment and Commodities;
- 1% Architectural and Engineering Services and Legal Services;
- 6% Personal Service contracts such as professional consulting services;
- 14% Non-Personal Service contracts such as maintenance, repairs, technicians and contingent workforce

Additional illustrations are based on the total value of the contracts reported ($8.5 billion), including the Authority, Canal, fuels and corporate finance, that approximately 98% of contracts (with a total contract value of approximately $8.4 billion), were competitively bid. In 2017, approximately 2% of contracts (with a total contract value of $166 million), were sole/single-source awards, of which included over $2.4 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 4g v-A-2
March 20, 2018

NYPA GUIDELINES FOR PROCUREMENT CONTRACTS

1. PURPOSE

These Guidelines for Procurement Contracts ("Guidelines") set forth the policy of the Authority regarding the solicitation and awarding of procurement contracts. The provisions of Article 4-C of the Economic Development Law, §§ 2879 and 2879-a of the Public Authorities Law, Articles 15-A and 17-B of the Executive Law and §§ 139-j and 139-k of the State Finance Law were considered in developing these Guidelines. Departments and facilities may adopt further procedures to implement these Guidelines.

2. DEFINITIONS

A. "Procurement Contracts" are contracts for the acquisition of goods and/or services in the actual or estimated amount of $5,000 or more. Such goods and/or services are those necessary to support the Authority's White Plains office, facilities, operations and maintenance ("O&M") and capital projects (as defined in Section 2.O. and 2. P., respectively), including but not limited to goods such as office supplies, major electrical equipment, construction and maintenance work and services as more fully described in Section 2.C. below.

B. "Non-Procurement Contracts" include contracts under $5,000 and contracts for energy with or without environmental attributes included, capacity, 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) and credit rating services. In addition, Non-Procurement Contracts include direct placement of advertisements with radio, television, print and electronic media, periodicals, subscriptions, reference materials or professional research tools, written materials, fees or tuition associated with continuing education courses, training courses, conferences, seminars and symposiums, funding agreements, co-funding agreements, grants or memberships in various industry groups, professional societies or similar cooperative associations, or any cooperative projects and procurement activities conducted or sponsored by such organizations in which the Authority participates.

C. "Services Contracts" are Procurement Contracts for services of a consulting, professional or technical nature provided by outside consultants/contractors (individuals, partnerships or firms who are not and do not employ officers or employees of the Authority) for a fee or other compensation. Services Contracts comprise three specific types: Personal Services, Non-Personal Services and Construction. Personal Services include, but are not limited to: accounting,

architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when specifically developed by consultant for the Authority) and construction management. Non-Personal Services include, but are not limited to: skilled or unskilled temporary personnel, including clerical office staff, technicians or engineers working under Authority supervision; maintenance, repairs, and printing services. Construction consists of craft labor and other services utilizing laborers and/or mechanics not otherwise considered Non-Personal Services.

> Note: Use of such services may be appropriate (1) when a consultant/contractor possesses special experience, background or expertise; (2) when there is insufficient Authority staff and retention of a consultant/contractor is more appropriate or economical than hiring additional permanent staff; (3) to provide independent external review or a second opinion; (4) to meet unusual schedule requirements or emergencies or (5) for a combination of these factors.

D. "Goods" include equipment, material and supplies of any kind. Procurement Contracts that include both equipment and services may be classified as Equipment," where 60% or more of the total projected contract value will be for the purchase of equipment, material or supplies.

E. "Evaluation of Proposals," as further set forth in Section 4 below, includes as evaluating factors the Authority's consideration of a bidder's skill, judgment and business integrity.

F. "Contact" is any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding the procurement.

G. "Relative" is any person living in the same household as the Authority employee and 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.

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. "Small Business" (or Small Business Enterprise, "SBE"), pursuant to Executive Law § 310 and as used in these Guidelines, unless otherwise indicated, is a business that has a significant business presence (as defined at 5 NYCRR 140.1)

in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.

J. "Single Source" is a procurement in which the Authority, upon written findings setting forth material and substantial reasons, may award a contract (or amendment to a contract) to one offeror over another that can supply the goods or services.

K. "Sole Source" is a procurement in which only one offeror is capable of supplying the required goods or services.

L. "Service-Disabled Veteran-Owned Business" ("SDVOB") is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is at least 51% owned by one or more service-disabled veterans; in which such ownership is real, substantial and continuing, and also has and exercises the authority to control independently the day-to-day business decisions of the enterprise; is a Small Business and is certified by the New York State Office of General Services, as further set forth in Article 17-B of the Executive Law.

M. "Discretionary Purchase" is a procurement made below statutorily established monetary threshold amounts (e.g., not exceeding $200,000 for the purchase of commodities and/or services from Small Businesses or NYS-certified MWBE or SDVOB firms, and as further set forth in Sections 3.D and 3.K.5-7) and at the discretion of the Authority, without the need for a formal competitive bid process. For the purpose of determining whether a purchase is within the discretionary thresholds, the aggregate amount of all purchases of the same commodities and/or services to be made within the 12-month period commencing on the date of purchase shall be considered. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities and/or services from the same provider within the 12-month period commencing on the date of the first purchase to an amount greater than $200,000, pursuant to State Finance Law § 163.

N. "Disadvantaged Business Enterprise" (DBE) is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, pursuant to the definition found in 49 C.F.R Part 26.

O. "Operation and Maintenance" ("O&M") generally refers to the work or services necessary to keep the plants, transmission lines, and other equipment and facilities to include NYPA customers, where authorized, (collectively referred to generally as an "asset") in optimal operating condition and/or to restore an asset to its

productive capacity. This includes the cost of inspecting, testing, analyzing and reporting on the condition of the asset required to determine repairs or replacement, as well as costs associated with the normal operation and administration of NYPA's production/transmission facilities and energy programs.

P. "Capital projects" generally refers to the acquisition or construction of new assets, the replacement and/or betterment of existing assets, equipment or property (including those of NYPA's customers, where authorized). Betterment refers to an extension of the useful life or improvement in the efficiency and/or capacity of the asset, equipment or property.

3. SOLICITATION REQUIREMENTS

A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Procurement Department (rebranded Strategic Supply Management, hereinafter "SSM"), 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. Whenever possible and practicable, notification of the availability of an RFP and RFQ on the Authority's Procurement website should be sent to more than five providers.

B. Prospective bidders on Procurement Contracts may be prequalified by invitation advertised in the same manner as an RFP/RFQ (referred to as a Request for Qualifications and/or Request for Information ("RFI"). In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence (including, but not limited to, the bidder's skill, judgment and business integrity) to supply the particular goods and/or perform the particular services required.

C. The Authority may withdraw any pending solicitation (including but not limited to RFPs and RFQs) at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing and signed by an authorized Authority representative.

D. In order to promote the use of Minority- and Women-owned Business Enterprises ("MWBEs"), Service-Disabled Veteran-Owned Businesses ("SDVOBs") and Small Business Enterprises ("SBEs"), the Authority will solicit offers from such firms known to have experience in the type of goods and/or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, the

definitions of NYS-certified MWBE or SDVOB firms and SBEs are set forth in Sections 2.H, 2.L and 2.I, respectively.

To foster increased use of MWBEs, SDVOBs and SBEs, a single proposal may be sought, negotiated and accepted for discretionary purchases of goods and/or services not exceeding $200,000, in the aggregate including all amendments, from a NYS-certified MWBE or SDVOB firm or an SBE that offers a reasonable price for such goods and/or services. The award of such proposal requires the written approval of the Vice President of Procurement. 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 of Procurement. 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 the SSM 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; 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 the following 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): (1) the Authority's name and address; (2) the solicitation number; (3) a brief description of the goods and/or services sought, the location where goods are to be delivered and/or services provided and the contract term; (4) the address where bids or proposals are to be submitted; (5) the due date for bids or proposals; (6) a description of any eligibility or qualification requirements or preferences; (7) a statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture or coproduction arrangement; (8) any other information deemed useful to potential contractors; (9) the name, address, and phone number of the person to be contacted for additional information and (10) a statement as to whether the goods and/or services sought have, in the immediately preceding three-year period, been supplied by a Foreign Business Enterprise. 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 of Procurement, and/or the head of the initiating department that does not complete its procurements through the SSM Department. From time to time or where appropriate, generic notices may be published on the Contract Reporter website notifying potential bidders of such opportunities and soliciting qualification statements for consideration by the Authority.

Notwithstanding the foregoing, submittal of a notice / announcement of award for inclusion on the *Contract Reporter* website is required for Procurement Contracts with a value of $50,000 or more awarded on a sole source or single source basis, including such discretionary contracts not exceeding $200,000 awarded to Small Businesses or NYS-certified SDVOB or MWBE firms, or for the purchase of goods and/or technology that are recycled or remanufactured, 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 not exceeding $200,000 in the aggregate. 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 or to a NYS-certified SDVOB or MWBE firm for discretionary purchases not exceeding $200,000, pursuant to Section 3.D and as further set forth in Section 2.M.
6. The contract is for the discretionary purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
7. The contract is for the discretionary purchase of commodities that are food, including milk and milk products, which are grown, produced or harvested in New York State, in an amount not exceeding $200,000, as further set forth in Section 2.M and subject to the approvals stated in Section 3.D.
8. 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 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 of Procurement, 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 of Procurement 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 definitions shall apply:

1. A “Procurement Contract” is any contract or other agreement for a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of

other interest in real property that is the subject of a governmental procurement, with an estimated annualized expenditure in excess of $15,000. Grants, contracts between the Authority and non-profit organizations pursuant to Article 11-B of the State Finance Law, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions are not Procurement Contracts.

2. 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.

3. 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 Corporate Policy 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 him/herself, advocacy groups or organizations or entities representing the interests or concerns of the organization or entity or of its members. All such appearances must be promptly reported to the Authority's Ethics and Compliance Office for recording in the Project Sunlight database.

4. EVALUATION OF PROPOSALS

A. Proposals will be evaluated using a fair and equitable comparison of all aspects of the proposals against the specifics of the solicitation and against each other, including an analysis of each offer that considers: the quality of the goods and/or the competence of the bidder (including, but not limited to, the bidder's skill, judgment and business integrity), the technical merit of the proposal and the price for which the goods and/or services are to be supplied.

In the event the price submitted by the bidder recommended to be awarded a contract exceeds the cost estimated, where a cost estimate is provided on the solicitation at the time of bidding, the initiating department will prepare a written explanation to be reviewed by the White Plains SSM Department and/or the appropriate facility SSM Department and appropriate managers as stipulated in the EAPs. The following options should be considered: (1) rejecting the bids, resoliciting proposals and/or modifying the scope of work; (2) revising the cost estimate and proceeding with the contract award and (3) negotiating with the low bidder(s), as determined by the Vice President of Procurement or equivalent(s) 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 Supplier Diversity Program factor to be considered in evaluating proposals may involve an assessment of the bidder's diversity practices, where applicable. Pursuant to Article 15-A of the Executive Law, diversity practices are the contractor's practices and policies with respect to utilizing NYS-certified MWBEs in contracts as subcontractors and suppliers, and entering into partnerships, joint ventures or other similar arrangements with NYS-certified MWBEs. A contractor's diversity practices may be assessed when: (1) a procurement is awarded on the basis of "Best Value" as described in Section 4.D. (but *not* when a procurement is awarded based upon "lowest price"); (2) the anticipated award is $250,000 or greater; and (3) such assessment is practicable, feasible and appropriate. Such assessment shall not permit the automatic rejection of a bid or procurement contract proposal based on lack of adherence to diversity practices.

C. For Services Contracts (as defined in Section 2.C of these Guidelines), the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.

D. For Procurement Contracts other than Personal Services (as defined in Section 2.C of these Guidelines), the award should generally be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents. (See also Section 4.F regarding award to "other than low bidder".)

As a best practice and pursuant to State Finance Law § 163, the Authority will be transitioning to a "Best Value" basis for awarding contracts for services 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 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. 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 of Procurement.

B. 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.

C. 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.

D. The term of a Personal Services contract is limited to a maximum of five (5) years, including any extensions.

E. 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 of Procurement or equivalent(s) or designee, may authorize extending such contract, subject to the Trustees ratifying such action as soon as practicable.

F. 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.

G. 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 of Procurement 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.

H. 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.

I. Pursuant to Public Authorities Law § 2879, the Authority shall notify the Commissioner of Economic Development of the award of any Procurement Contract for the purchase of goods and/or services from a Foreign Business Enterprise (as defined in Subsection 3.E.3 of these Guidelines) in an amount equal to or greater than $1 million simultaneously with notifying the successful bidder therefor. The Authority shall not enter into the Procurement Contract for said goods and/or services until at least 15 days have elapsed from the notification of the award, except for a Procurement Contract awarded on an emergency or critical basis. The notification to the Commissioner shall include the name, address, telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of same who is principally responsible for the proposed Procurement Contract.

7. CONTRACT PROVISIONS

A. The following standard forms of contracts are available from the White Plains SSM Department: purchase order format (for standard procurements of goods and/or services); furnish-and-deliver format (for major equipment purchases); long form agreements (for consulting services) and maintenance agreement formats; contract work orders (for construction work of small magnitude); construction contracts (for major construction work) and furnish, deliver and install contracts (for specialized, major procurements where single responsibility is required for procurement and installation). These contract forms are intended to govern the purchase of goods and/or performance of services.

Authority departments proposing to initiate a Procurement Contract should review these forms to suggest any modifications and additions that may be required for the particular goods and/or services. Under no circumstances should contract forms be shown to proposed bidders without the prior approval of the SSM Department, which, along with the facilities' SSM Departments, is solely responsible for requesting proposals.

B. The following types of provisions setting forth contractor responsibilities are to be contained in the standard forms of Procurement Contracts, except that any provisions listed below that are inapplicable or unnecessary because of the nature or duration of the work to be performed, the location(s) where the work is to be performed or the type of compensation being paid therefor, need not be included. Other provisions may be added as necessary and appropriate.

1. Schedule of Services or Specifications
2. Time of Completion
3. Compensation or Itemized Proposals
4. Relationship of Parties
5. Delays
6. Termination
7. Changes in the Work
8. Claims and Disputes
9. Warranty
10. Insurance
11. Records, Accounts, Inspection and Audit
12. Assignment
13. Notices
14. Indemnification
15. Governing Law
16. Proprietary Nature of Work
17. Testimony
18. MWBE requirements
19. SDVOB requirements

20. Entire Agreement

Contract Attachments

1. Compensation Schedule
2. Schedule of Services or Specifications
3. Appendix "A" (Miscellaneous Statutory Provisions)
4. Appendix "B" (Prompt Payment Provisions)
5. Appendix "C" (Minority- and Women-owned Business Enterprise (MWBE) Participation Goal Requirement)
6. Appendix "D" (Background Security Screening for Authority Contractors)
7. Appendix "E" (Omnibus Procurement Act of 1992 Requirements)
8. Appendix "F" (Computer Aided Design Requirements For New York Power Authority Drawings)
9. Appendix "G" (Equal Employment Opportunities Requirements)
10. Appendix "H" (Tax Law Requirements)
11. Appendix "I" (New York Power Authority (NYPA) North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access And/Or Unescorted Physical Access Training Requirements)
12. Appendix "J" (Bidder/Contractor Compliance with State Finance Law §§ 139-j and 139-k Providing for Certain Procurement Disclosures)
13. Appendix "K" (Additional State and Federal Provisions Required for American Recovery and Reinvestment Act (Pub. L. No. 111-5 Stat. 2009) ("ARRA") Funded Projects) - inactive
14. Appendix "L" (DOE Federal Contract Provisions) - inactive
15. Appendix "M" (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology ("BART") for Heavy Duty Vehicles)
16. Appendix "N" (The New York State Iran Divestment Act of 2012 – Iranian Energy Sector Divestment)
17. Appendix "O" (Encouraging Use of New York State Businesses in Contract Performance) – inactive
18. Appendix "P" (Information Security Requirements for Vendors and External Partners)

C. If a vendor (firm, person or other entity) participates in the development or writing of the specifications for a procurement solicitation, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor at any level. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services.

Furthermore, any firm, person or other entity retained by the Authority to provide conceptual studies, designs or specifications is prohibited from being awarded future phases of work, including implementation, related to the original work.

The above restrictions shall not apply where:

1. The vendor is the sole source or single source of the product or service;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. There is no qualified response to the solicitation for future phases of work, including implementation; or
4. The originating Authority Business Unit determines in writing that the restrictions are not in the best interests of the Authority. Such originating Business Unit shall obtain the approval of the applicable Business Unit Head or equivalent(s), Vice President of Procurement or equivalent(s) or designee, Assistant General Counsel or equivalent(s) and President and Chief Executive Officer or designee or Chief Operating Officer or equivalent(s) to waive this restriction on a case-by-case basis.

8. CHANGE ORDERS

A. Change Orders to existing contracts are justified in the following cases:

1. To incorporate additional work related to the original scope, to delete work or to otherwise modify the original work scope;

2. To exercise options previously included in the original contract to perform additional work or to extend the contract term;

3. To accommodate emergency conditions, defined in Section 3.M herein, that require the immediate performance of work by a firm already under contract;

4. When rebidding would not be practical or in the best interests of the Authority's customers; and

5. To meet the Authority's Supplier Diversity and SDVOB Program goals in accordance with Executive Law Articles 15-A and 17-B, respectively.

B. All Change Orders must be approved in accordance with the Authority's EAPs, and should include specific schedules for completion of work at the earliest possible time.

C. Pursuant to Public Authorities Law § 2879-a, the Comptroller Regulations and the State Authority Contract Manual, the Authority may be required to submit certain Change Orders to the New York State Comptroller for filing or approval where the aggregate value of the contract as amended is in excess of $1 million and the original contract was awarded on the basis of a competitive procurement, but the modification was neither contemplated nor provided for in the solicitation for such competitive procurement.

9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES

A. Former Authority officers and employees may be eligible to be considered for direct engagement as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their engagement is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Joint Commission on Public Ethics that such engagement is permissible; and upon approval of the President and Chief Executive Officer, as well as the Chairman of the Board of Trustees.

B. Pursuant to the provisions of New York Public Officers Law § 73(8):

1. No Authority officer or employee is eligible, within a period of two years after the termination of Authority service to appear or practice before the Authority or receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application or other matter before the Authority.

2. No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

3. Pursuant to the provisions of New York Public Officers Law § 73(8-b), notwithstanding the provisions of 1. and 2. above, a former Authority officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to the Authority, if, prior to engaging in such service, the Chairman of the Board of Trustees certifies in writing to the New York State Joint Commission on Public Ethics that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the Authority's needs and is otherwise unavailable at a comparable cost. Where approval of the contract is required under § 112 of the New York State Finance Law, the Comptroller shall review and consider the reasons for such certification. The New York State Joint Commission on Public Ethics must review and approve all such certifications.

C. No Authority employee who is involved in the award of Authority grants or contracts may ask any officer, director or employee of such current or prospective

contractor or grantee to reveal: (a) the political party affiliation of the individual; (b) whether the individual or entity has made campaign contributions to any political party, elected official or candidate for elective office or (c) whether the individual voted for or against any political party, elected official or candidate for elective office.

D. No Authority employee may award or decline to award any grant or contract, or recommend, promise or threaten to do so because of a current or prospective grantee's or contractor's: (a) refusal to answer any inquiry prohibited by Section 9.C above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.

E. No Authority employee may take part in any contracting process or decision: (i) to a Relative; or (ii) to any entity in which the Authority employee or a Relative of such Authority employee owns or controls 10% or more of the stock of such entity (or 1% in the case of a corporation whose stock is regularly traded on an established securities exchange); or serves as an officer, director or partner of that entity. If a contracting matter arises relating to this Section 9.E, then the employee must advise in writing his or her supervisor and the Office of Ethics and Compliance of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

1. For purposes of this Section 9.E, the term "Relative" is defined in Definitions, Section 2.G of these Guidelines.

10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS

The Authority strives to continue to foster the development of business opportunities on Authority contracts for MWBEs. Article 15-A of the Executive Law established the NYS Office (now Division) of Minority and Women's Business Development ("DMWBD") that is responsible for developing rules and regulations for implementation of this statute, certifying MWBEs and reviewing and monitoring goal plans, compliance reports and contract provisions to be included in all non-construction contracts for more than $25,000 and construction contracts for more than $100,000. The definition of an MWBE is included in Section 2.H of these Guidelines. The Authority aims to solicit proposals from NYS-certified MWBEs that are qualified to perform the required work. In addition, specific goals may be included in certain contracts for consulting work, construction and procurement of goods and other services requiring the contractor/vendor to subcontract a portion of the work to NYS-certified MWBEs as required by law. Bidders' proposals will include a completed preliminary Utilization Plan Form for MWBEs, as well as applicable EEO and Diversity Practices Forms, where required. Such bidders' failure to meet these requirements may be grounds for rejection of the proposal, or cancellation of the contract if a contractor did not make a good faith effort to meet its goals after contract award. Final MWBE Utilization Plans for Construction contracts valued at more than $100,000 shall be provided and posted on the Procurement website by the successful vendor within ten business days of contract signing.

Pursuant to § 2879 of the Public Authorities Law and as further set forth in the Authority's Supplier Diversity Program documents, the following guidelines apply:

1. Identify those areas or types of contracts for which MWBEs may best bid so as to promote and assist participation by such enterprises and facilitate a fair share of the awarding of contracts to such enterprises.
2. Provide notice, in addition to any other notice of procurement opportunities required by law, to professional and other organizations that serve MWBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified MWBEs, including professional firms that have expressed an interest in doing business with the Authority and ensuring that such lists are updated regularly. The Authority shall also consult the lists of NYS-certified MWBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by MWBEs in procurement contracts awarded by the Authority and for the utilization of MWBEs as subcontractors and suppliers by entities having procurement contracts with the Authority. Statewide numerical participation target goals shall be established by the Authority based on the criteria set forth in Public Authorities Law § 2879.
5. Conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to Subdivision 4 of this Section and that eliminates barriers to participation by MWBEs in the Authority's procurements.
6. Designate one or more senior staff of the Authority to oversee the Authority's programs established to promote and assist participation by and utilization of NYS-certified MWBEs.

11. SERVICE-DISABLED VETERAN-OWNED BUSINESS ("SDVOB") PROGRAM REQUIREMENTS

The Authority also strives to foster the development of business opportunities for NYS-certified SDVOBs and to further increase participation by SDVOBs in Authority contracts, as set forth in Sections 2.L and 3.I of these Guidelines and pursuant to Article 17-B of the Executive Law. One tool is the use of SDVOB discretionary purchasing, as further described in Sections 3.D, I and K of these Guidelines. Another tool authorized by the law is the use of set-asides, which permit the reservation in whole or in part of certain procurements by state agencies and authorities when more than one NYS-certified SDVOB is available and can provide the necessary goods or services to meet the Authority's form, function and utility. The same dollar limits apply to SDVOB contracts as those set forth for MWBEs in Article 10 of these Guidelines.

Pursuant to Article 17-B of the Executive Law, the following guidelines apply:

1. Identify contracts where SDVOBs may best perform and/or where SDVOB goals are practical, feasible and appropriate for the purpose of increasing the utilization of SDVOB participation on Authority contracts.

2. Submit regular reports with respect to SDVOB Program activity, including but not limited to, utilization reporting and contract monitoring and compliance.

3. Achieve an overall goal of six percent for SDVOB participation on Authority contracts.

12. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM REQUIREMENTS ON PROJECTS THAT ARE FEDERALLY FUNDED

The Authority strives to foster the development of business opportunities for NYS certified DBEs and to further increase their participation in NYPA Federally funded contracts. The Authority aims to solicit proposals from DBEs for procurements that will be partially or fully federally funded. The Authority follows the DBE guidelines as set out by The Federal Department of Transportation ("DOT"). NYS DOT is tasked with certifying eligible small businesses as DBEs in New York State.

The Authority is committed to promoting participation of DBEs in NYPA contracting opportunities in accordance with federal law and regulations and seeks to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of Federally funded contracts;
2. To create a level playing field on which DBEs can compete fairly for Federally funded contracts;
3. To ensure that the Authority's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this Federal eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in Federally funded contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

13. PROCUREMENT RECORD AND REPORTING

A. Procurement Record

The White Plains SSM Department maintains records of Procurement Contracts. In addition to bid- and contract award-related documents for the goods provided and/or services performed, the Procurement Record includes, but is not limited to, documentation of the decisions made and the approach taken in the procurement process. Such records are transmitted to the Digital Warehouse for electronic storage and retrieval. At the facilities, such records are currently maintained and stored by the facilities' SSM Departments.

B. Procurement Report

After the end of each calendar year, the Vice President of Procurement 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 of Procurement 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

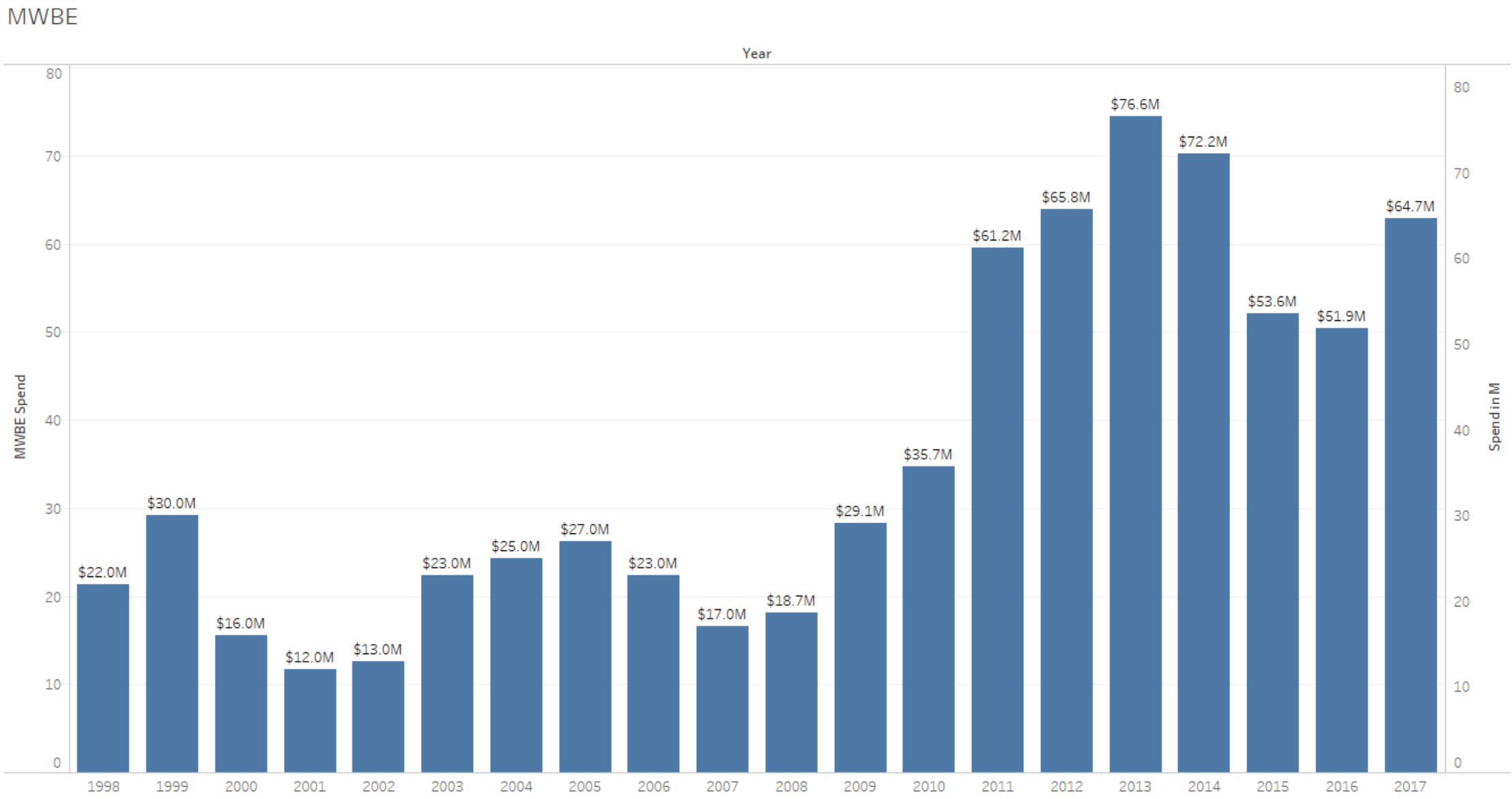
A. These Guidelines are intended for the guidance of officers and employees of the Authority only. Nothing contained herein is intended, nor should it be construed, to

confer on any person, firm or corporation any right, remedy, claim or benefit under, or by reason of, any requirement or provision hereof.

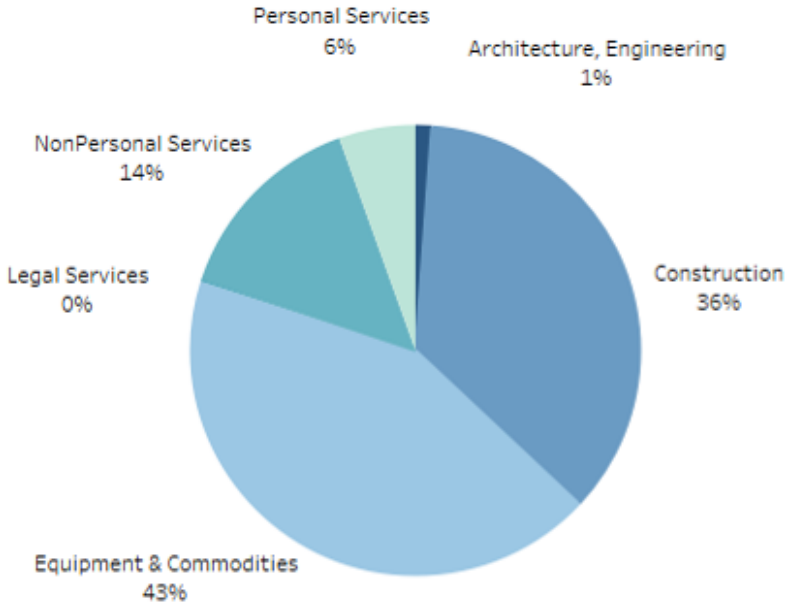
B. Nothing contained in these Guidelines alters or affects the validity of, modifies the terms of or impairs any contract or agreement entered into in violation of these Guidelines.

In 2017, NYPA and the Canal Corporation expended $64.7M or 18% of its reportable expenditures to NYS certified MWBEs.

Exhibit 4g v-A-3
March 20, 2018

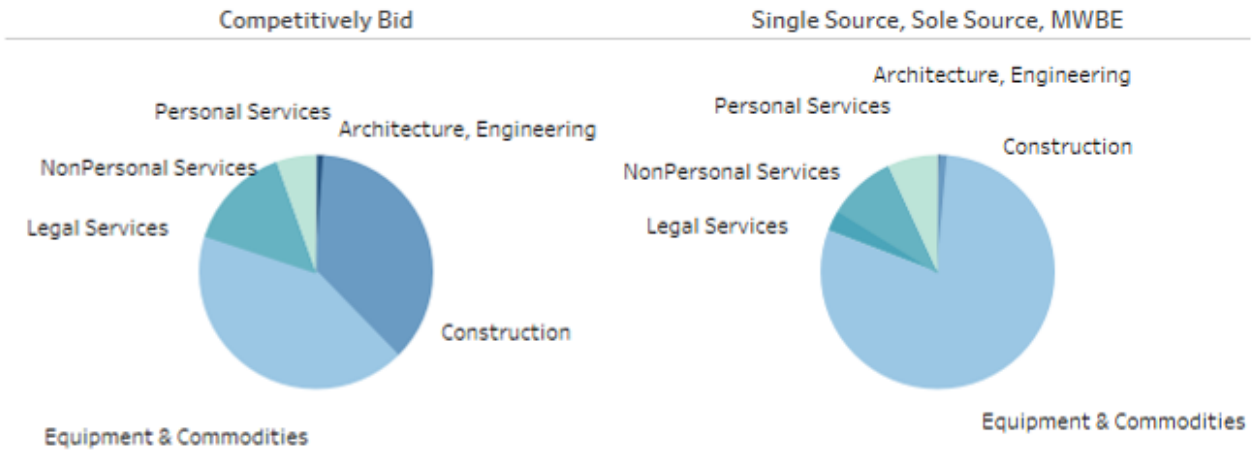


$8.6B of contracts were active in 2017



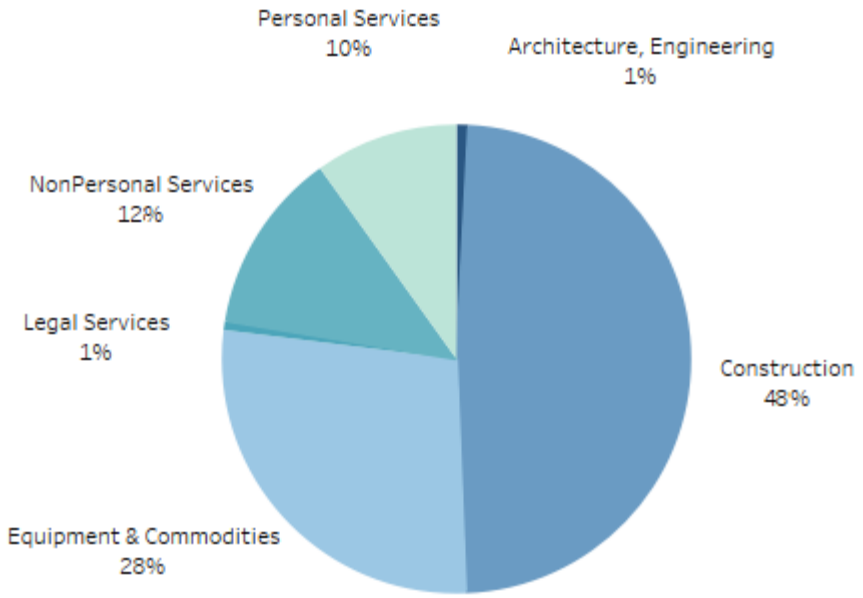
	% of Total	Count	Contract Amount
Architecture, Engineering	1%	64	$97M
Construction	36%	212	$3,081M
Equipment & Commodities	43%	1,395	$3,687M
Legal Services	0%	38	$20M
NonPersonal Services	14%	757	$1,231M
Personal Services	6%	411	$470M
Grand Total	100%	2,877	$8,586M

Method of Award: $8.4B (98%) of 2017 active contracts were competitively bid



	Competitively Bid		Single Source, Sole Source, MWBE	
	% Contract Amount by Type	Contract Amount	% Contract Amount by Type	Contract Amount
Architecture, Engineering	99%	$96M	1%	$1M
Construction	100%	$3,079M	0%	$2M
Equipment & Commodities	96%	$3,555M	4%	$132M
Legal Services	75%	$15M	25%	$5M
NonPersonal Services	99%	$1,215M	1%	$16M
Personal Services	98%	$459M	2%	$11M
	98%	$8,419M	2%	$167M

$759M in expenditures in 2017



	% of Spend	Spend 2017
Architecture, Engineering	1%	$6M
Construction	48%	$369M
Equipment & Commodities	28%	$209M
Legal Services	1%	$5M
NonPersonal Services	12%	$95M
Personal Services	10%	$75M
Grand Total	100%	$759M

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 offerer over another that can supply the goods or services.

G. "**Sole Source**" refers to a procurement in which only one offerer 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.

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, PROGRAM MANAGER DIRECTOR or SENIOR DIRECTOR	TO	$500,000	TO	$250,000		TO	$125,000
REGIONAL MANAGER	TO	$1,000,000	TO	$500,000		TO	$250,000
VICE PRESIDENT	TO	$2,000,000	TO	$750,000		TO	$500,000
SENIOR VICE PRESIDENT	TO	$3,000,000	TO	$1,000,000	[3]	TO	$1,000,000
CHAIR, PRESIDENT or EXECUTIVE VICE PRESIDENT	TO	$6,000,000	TO	$6,000,000		TO	$6,000,000
TRUSTEES [4]	OVER	$6,000,000	OVER	$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.**

(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 requires 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.**
- **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.**

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., PROGRAM MGR., DIRECTOR or SENIOR DIRECTOR	TO	$100,000	TO	$50,000	TO	$50,000
REGIONAL MANAGER	TO	$200,000	TO	$100,000	TO	$50,000
VICE PRESIDENT	TO	$500,000	TO	$250,000	TO	$125,000
SENIOR VICE PRESIDENT	TO	$1,000,000	TO	$500,000	TO	$250,000
CHAIR, PRESIDENT or EXECUTIVE VICE PRESIDENT	TO	$2,000,000	TO	$1,000,000	TO	$500,000
TRUSTEES [3]	OVER	$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.**

(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 – ENTERPRISE SHARED SERVICES	Real Estate Transactions	TO	$3,000,000
SVP – HR & ENTERPRISE SHARED SERVICES	Real Estate/Fleet Transactions	TO	$5,000,000
VP – SSM	Procurement Contracts	TO	$20,000,000
CHAIR, PRESIDENT or EVP	Procurement Contracts	OVER	$20,000,000

(1) **Designees may include Facility Manager or Facility Superintendent in the absence of the Regional Manager. All designations must be in writing.**

(2) **Strategic Supply Management (SSM).**

"25 % RULE" for 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 $25,000 threshold. The memorandum shall be approved at the Vice President (VP) level in the associated department and forwarded to the VP, Strategic Supply Management (SSM) for approval or denial.

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 the 25% threshold. The memorandum shall be signed by the SVP or EVP for the associated department and forwarded to the VP, SSM for review prior to transmittal to the Chair, President or Executive Vice President for approval or denial. Cumulative change orders exceeding $500K for personal services contracts or exceeding $6 million for procurement and non-procurement contracts, require 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 funding in excess of the 25% threshold is received, any subsequent increase in funding requires an additional memorandum for the approval of the Chair, President or Executive Vice President, until either the Trustees' approval is obtained or the contract is rebid.

5. Typical bases for additional funding in excess of the 25% threshold 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 Procurement Guidelines). Under-estimating the scope of a contract or failure to rebid in a timely fashion are not acceptable reasons for increasing its value by more than 25%.

Title: Performance Improvement

Document Type:	Employee Policy
Document Number:	EP 4.2
Revision Date:	7/11/2017
Final Approver:	*Pizzo, Kristine* SVP HR & Enterprise Shared Services
Executive Owner:	Pollack, Rani Director HR & Employee Relations
Content Owner:	Bodolato, Diana Employee Relations Specialist

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Performance Improvement

Revision Date(For BCG Use Only)	Revision #	Description/Modification	Revision Section (s)	Author
7/11/2017	11	Uploaded information to a new format. This policy had ten (10) revisions under the old format. Explained the two formal methods used to support performance improvement: the performance review process and disciplinary action Expanded on the “Purpose and Scope” Detailed employee’s options if they disagree with a performance review or written discipline Explained that for “did not meet expectations” performance review ratings and disciplinary action, supervisors must work with a Human Resources Representative Added section describing that individual outcomes and resolutions are unique	N/A Multiple sections 1 5.1 5.1 5.2	Rani Pollack Director, HR & Employee Relations

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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 addresses supervisors' responsibilities and recommended actions to be taken when Management employees demonstrate job performance deficiencies at any time. There are two formal vehicles for communicating performance and/or conduct deficiencies once coaching and feedback have proven unsuccessful. Based on the merits of the situation, managers should use the performance review process and/or disciplinary action to alert the employee of the need for performance improvement. The goal of both types of communication is to modify the unacceptable behavior and improve performance and/or conduct. The policy is intended to outline the customary course of addressing performance and/or conduct issues; however, the use of such methods are considered on a non-discriminatory case by case basis and are at the supervisor's discretion.

2 APPLICABILITY

This policy applies to all Management employees.

3 INITIALISMS (ACRONYMS) AND DEFINITIONS

Management- non-union employees

Human Resources ("HR") Representatives- Employee Relations, Site HR, HR Business Partners

4 RESPONSIBILITY

4.1 Responsibility and oversight of this policy resides with the approver unless otherwise noted herein.

4.2 Human Resources ("HR") representatives are available to guide management in effectively communicating and monitoring their employees' performance.

4.2 It is a supervisor's responsibility to clarify job performance expectations for his or her direct reports and address any perceived deficiencies. The manner in which this is done and the approach will vary by employee and situation. Below are the actions that may be taken by a supervisor when handling issues related to performance problems.

5 POLICY IMPLEMENTATION

5.1 Initial and Follow-Up Actions

5.1.1 When the supervisor identifies performance deficiencies of individuals on his or her staff, the supervisor should promptly address such issues with the employee and not wait for

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the year-end performance review. If necessary, performance and/or conduct concerns can be addressed using various methods including disciplinary action which may consist of a verbal, written, or final warning. However, such warnings need not be consecutive and the approach may vary based on the merits of the situation and management's discretion.

Managers should work with Human Resources Representatives when addressing performance deficiencies and when preparing disciplinary memos or other documentation as needed.

5.1.2 Human Resources Representatives are available to discuss the situation with the supervisor, to assist with improving performance deficiencies, and to provide guidance to the supervisor and employee at any point in this process, as appropriate. Collaboration between Employee Relations and supervisors is strongly encouraged if the employee has an overall year-end performance review rating of "Below Expectations," mandatory for "Does Not Meet Expectations," and/or if disciplinary action is being considered or issued to the employee.

5.1.3 If the employee has concerns with his or her performance review or written discipline, the employee may communicate:

- with his/her supervisor and/or up through his/her Business Unit's Senior Vice President or Executive Vice President;
- with Human Resources Representatives, or
- by writing a rebuttal which will be attached to the original document and maintained in the employee's personnel file

5.2 Individual Outcomes and Resolutions are Unique

The purpose of the performance improvement process is to help employees reach success in their roles. It is important to recognize that each situation is unique. How employees respond to performance feedback and how the supervisor handles the timeframe and outcome are based on the merits of the situation. Supervisors should partner closely with Human Resources when these situations arise.

6 VIOLATIONS

N/A

7 REFERENCES

N/A

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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 Other Year

9 ATTACHMENTS

N/A

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E-Signature Approval History

Role	Name	Approved Date
Final Approver	Pizzo, Kristine	7/11/2017
Executive Owner	Pollack, Rani	7/3/2017
Content Owner	Bodolato, Diana	7/3/2017

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NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

2018 Mission Statement and Strategic Plan

MISSION 1

VISION 1

VALUES 2

CORPORATE STRATEGIC GOALS 3

STRATEGIC INITIATIVES 4

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

MISSION

Our Mission is to …

> Power the economic growth and competitiveness of New York State by providing customers with low cost, clean, reliable power and the innovative energy infrastructure and services they value.

VISION

Our vision is an end-to-end digital Power Authority that enables a thriving New York State through the provision of sustainable, affordable energy, stewardship of the state's natural resources and leadership in innovative technologies and energy efficiency services.

1

VALUES

Integrity –We will operate at the highest level of honesty, ethical conduct, and public trust in all of our activities.

Safety –We will always strive to encourage and support an accident-free workplace for our employees.

Employee Development –We value our employees and will invest in their development.

Job Development –We will utilize our power resources to support the creation and retention of New York State jobs

Sustainability –We will manage all aspects of our business through the lens of sustainability, which holistically integrates business objectives with environmental and social concerns (i.e., the "triple bottom line" approach).

Clean Energy –We are committed to the efficient use of energy and promoting clean power supply technologies.

Stakeholder Management –We will aggressively build awareness of NYPA's Mission and purpose by cultivating positive relationships with our Stakeholders – customers, public officials, regulatory agencies, community representatives, and other opinion leaders – to ensure they support us and share in our commitment.

Financial Strength –We will maintain NYPA's financial strength so as to have the financial resources needed to fulfill our Mission.

CORPORATE STRATEGIC GOALS

Customer Success:

This goal is defined as making customer success our success.

Cost Leadership:

This goal is defined as continuing to manage the risk of electricity price volatility for the Authority's customers by ensuring that they enjoy the best value energy bill.

Innovation:

This goal is defined as leading the State in accelerating and innovating new technologies and business models that help create value for the Authority and its customers.

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

STRATEGIC INITIATIVES

Customer Solutions:

Transforming the way NYPA engages with its customers.

Asset Management:

Ensuring NYPA has optimal understanding and visibility of our assets to make informed decisions with respect to the allocation of investments.

Smart Generation and Transmission:

Creating and maintaining a backbone of intelligent, flexible and resilient transmission and generation infrastructure.

Workforce Planning:

Creating a dynamic, engaged and upwardly mobile workforce of the future.

Knowledge Management:

Developing a flexible, creative and empowered workforce.

Process Excellence:

Optimizing process performance across the enterprise.

CUSTOMER PROMISES

- **Become the market leader for both energy efficiency and renewable energy services**
- **Offer the best deal, by far, in electricity commodity management for our supply customers**
- **Have the largest market share of new transmission and large scale renewable projects**
- **Lead in energy storage and electric vehicle infrastructure and services**

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Memorandum

Summary Results of 2017 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.	7			
b. Canal Corporation.	6	1		
2. The policies, practices and decisions of the Board are always consistent with the mission and purpose of:				
a. the Authority.	6	1		
b. Canal Corporation.	6	1		
3. Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	7			
4. The Board adopts and reviews annually policies, by-laws, and practices for the effective governance, management and operations of:				
a. the Authority.	7			
b. Canal Corporation.	7			
5. The Board sets clear and measurable performance goals that contribute to accomplishing its mission for the Authority:				
a. the Authority.	6	1		
b. Canal Corporation.	4	3		
6. The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.	5	2		
7. Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.	7			
8. Board members are knowledgeable about the programs, financial statements, reporting requirements, and other transactions of:				
a. the Authority.	3	4		
b. Canal Corporation.	2	5		
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	1		
b. Canal Corporation.	6	1		
10. The Board knows the statutory obligations and compliance status with laws applicable to:				
a. the Authority.	6	1		
b. Canal Corporation.	6	1		
11. Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	7			
12. Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.	5	2		
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	1		
14. The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.	6	1		
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.	7			
b. Canal Corporation	5	2		
16. Board members demonstrate leadership and vision and work respectfully with each other.	6	1		

Date Completed: __3/9/18_____

Exhibit 5a i-A
March 20, 2018

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

CEO Report

Gil Quiniones
President & Chief Executive Officer

March 20, 2018

NYPA has created 8 digital workflows to support our end-to-end digital transformation

UTILITY → CUSTOMER

Digital Plant & Field Work

- Resource management
- Work scheduling and status
- Mobile data access
- GIS-supported remote operations
- Wearables
- Electronic work package
- Engineering data management

Digital Asset Management

- Network-wide investment optimization
- Customer and grid scale asset information management
- Customer and grid-scale asset condition monitoring, analytics and dispatch
- Program performance management

iSOC

Digital Intelligent Grid

- Virtual grid modeling
- Substation automation
- Dynamic line rating
- Fault detection, isolation and restoration
- Intelligent grid devices
- Customer distributed energy resources integration

AGILe

Active Cyber Security

- Active cyber security monitoring, assessment and management
- Robotics process automation

Digital Enterprise Services

- Supply chain management
- Electronic billing
- Data services for employees
- Decision support

Digital Enterprise Risk Management

- Dynamic energy risk monitoring, assessment and management (operational and financial)

Digital Trading

- Decision support
- Commercial and Operations planning
- Support customer dispatch decisions
- Water and load forecasting
- Capacity bid optimization
- Blockchain-enabled transactions
- Customer-to-customer market making

Digital Energy Products & Customer Engagement

- Behind-the-meter monitoring, analytics, compliance, and dispatch
- Energy risk assessment and management
- Distributed energy resources support
- Customer device control (demand response)
- Beyond-the-electron data monetization and services
- Electric vehicle integration
- Digital channels (e.g. web, mobile, chat, etc.)
- Customer digital journey
- Energy procurement and bill pay
- Energy efficiency/ conservation

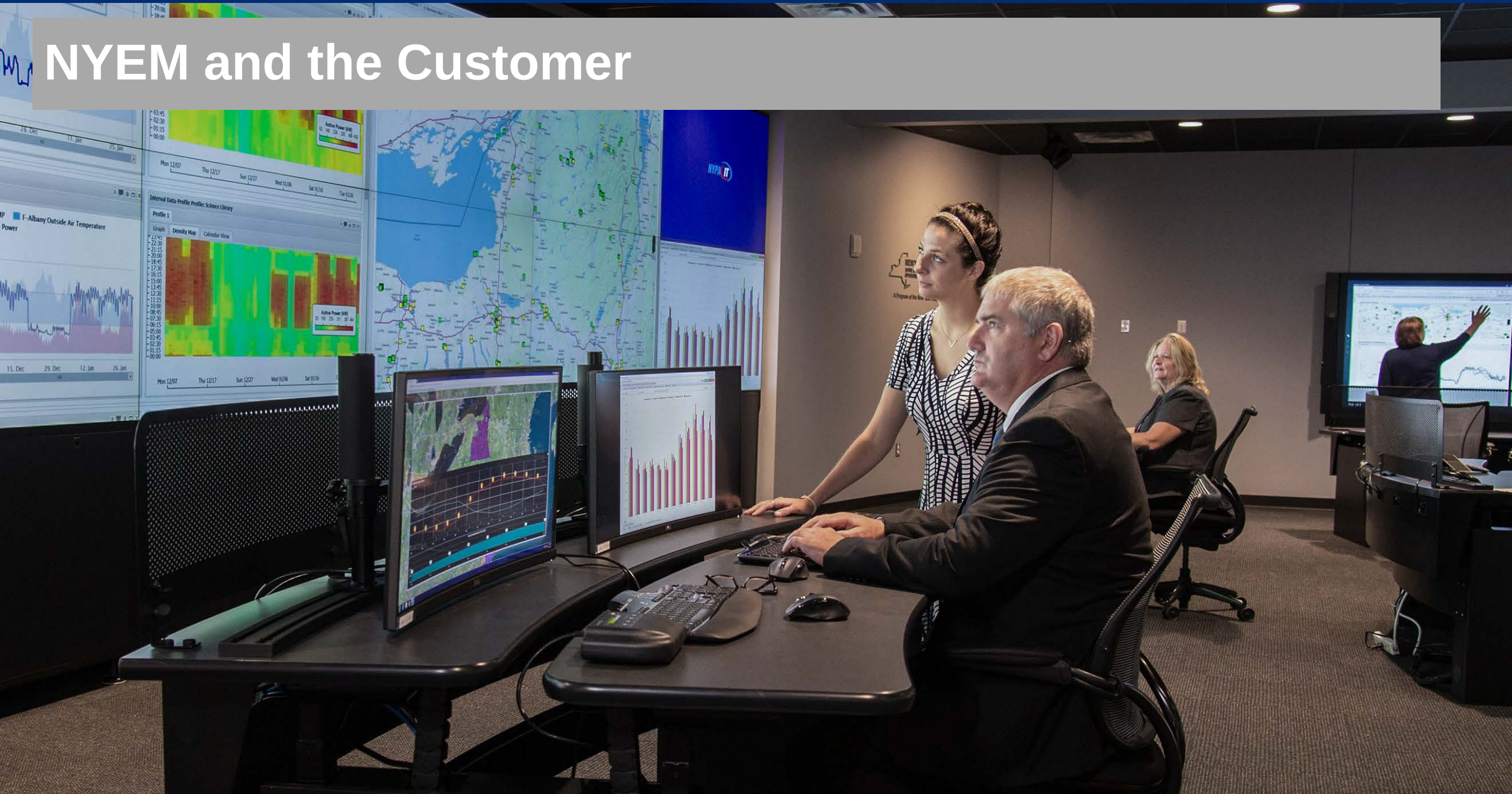
NYEM

DTO: Driving the Digital Strategy

The Digital Transformation Office will drive NYPA's transition to a digital utility

Asset Management and Smart G&T

NYEM and the Customer



NYPA Overall Performance February 2018

Goal	Measure	Year-To-Date 2018 Status	Target	Actual
Maintain Infrastructure	Generation Market Readiness *(%)*	▲	99.40	**99.79**
	Transmission System Reliability *(%)*	▲	94.25	**95.84**
Financial Management	Debt Coverage *(Ratio)*		2.50*	
	O&M Budget Performance *($ Millions)*	▲	76.2	**71.0**
Energy Services	MMBTU's Saved	▲	44.5	**50.2**
	Energy Efficiency Investment in State Facilities *($ Millions)*	▲	11.0	**16.8**
Workforce Management	Retention *(# of Touchpoints)*		225*	
Safety Leadership	DART Rate *(Index)*	▬	0.78	**1.39**
Environmental Responsibility	Environmental Incidents *(Units)*	▲	5	**3**

*Quarterly measure

Corporate Performance

Status	
▲	Meeting or Exceeding Target
▬	Below Target
●	Significantly Below Target

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

NEW YORK
STATE OF
OPPORTUNITY.
NY Power
Authority
Canal
Corporation

Exhibit 5b i-A
March 20, 2018

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

NYPA | NYCC Risk Management

Soubhagya Parija

Chief Risk Officer, Senior Vice President

Risk Management Success Stories

Commodity Operations

Integrated View of Portfolio
- Energy Commodity Risk Management System Implementation
  - Portfolio level risk management

Portfolio Optimization
- Insights to asset competitiveness through asset cost analysis and benchmarking

Generation and Transmission

ISO 55000 Certification Support
- Enhanced understanding of assets
  - Operations Risk workshop conducted at site

Enterprise Portfolio Management
- Developed project risk scoring methodology

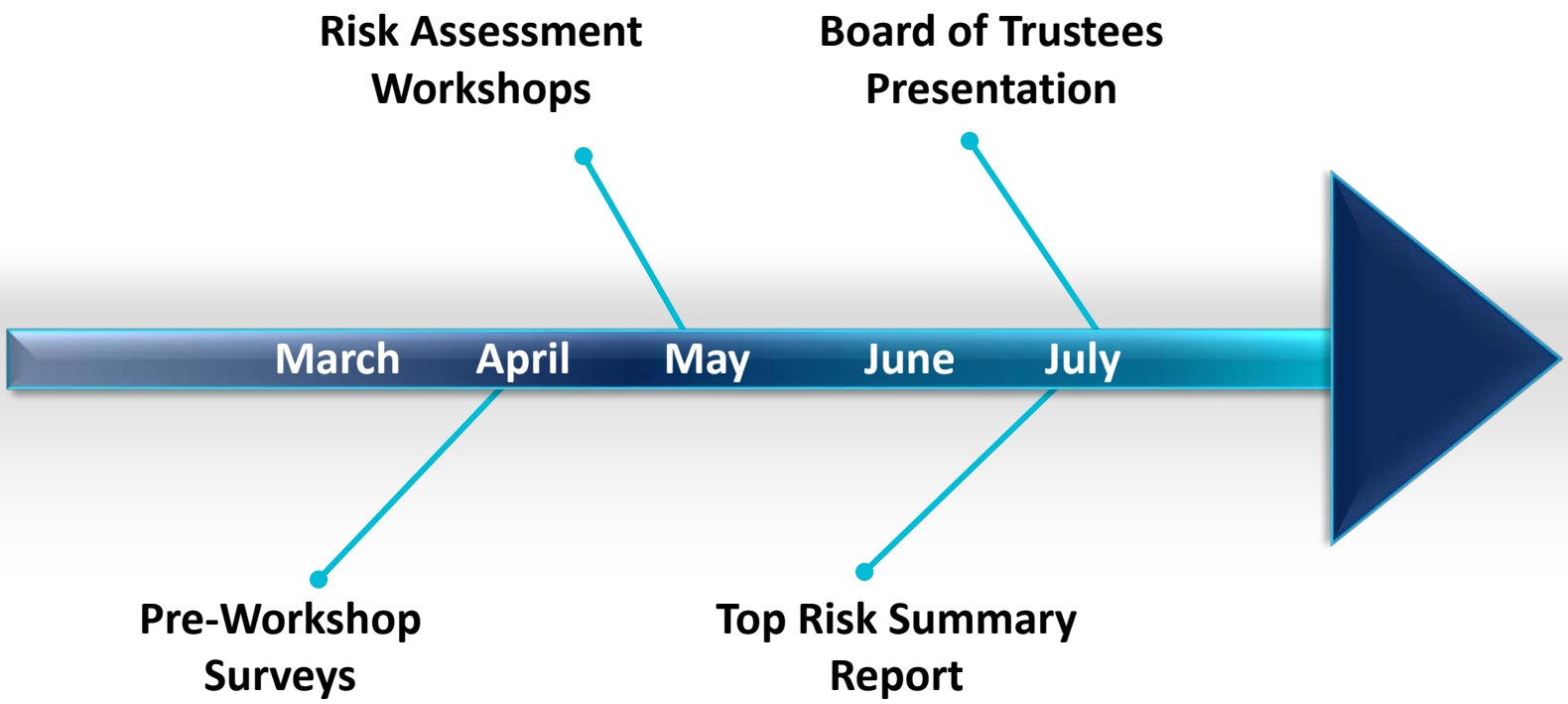
Customer Success

New York City Government Customers
- Developed risk informed negotiation strategy

ReCharge NY Customers
- Assisted in developing templates to communicate and manage risks

- Risk is engaged across all areas of NYPA
- Continued advancement of portfolio analytics and optimization
- Focused on value added activities for customers

2018 NYPA Risk Assessment Plan

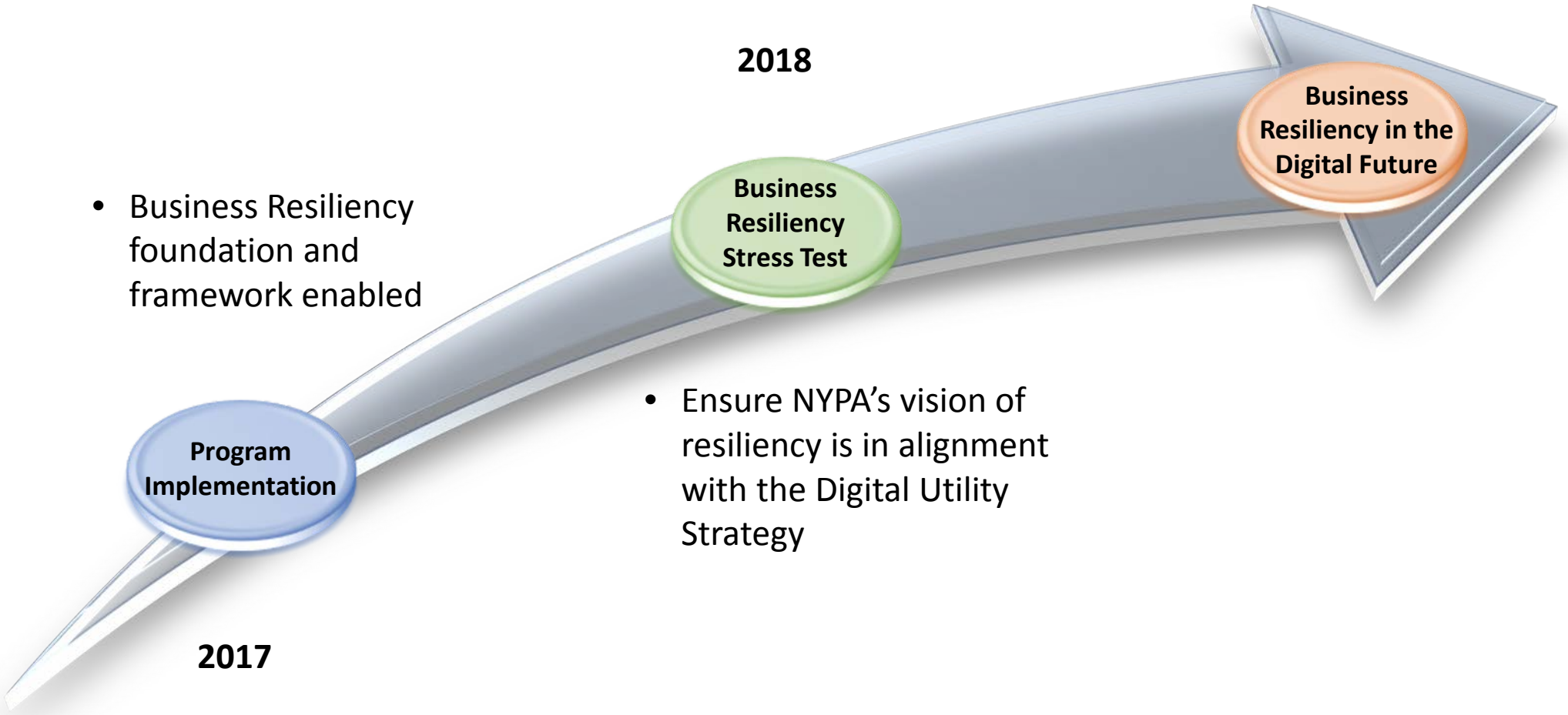


Ensure optimal resource allocation and minimize adverse impacts

- Includes broad participation and diverse perspectives
- Ensure alignment with strategic objectives

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

Business Resiliency Stress Testing



- Business Resiliency foundation and framework enabled

- Ensure NYPA's vision of resiliency is in alignment with the Digital Utility Strategy

- Improved resiliency enables NYPA to accept higher levels of risk

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

Exhibit 5c i-A
March 20, 2018

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Chief Financial Officer Report

March 20, 2018

Year to date February 28, 2018 – Variance from Budget

($) in Millions

Budgeted YTD Net Income	**$ 10.5**
Margins - Transmission	5.4
Margins – Energy	(4.8)
Operating Expenses	12.2
Non-Operating (primarily mark to market)	(6.3)
Actual YTD Net Income	**$ 17.0**

Exhibit 5c ii-A
March 20, 2018

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

Board of Trustees Meeting

Utility Operations Report

Joseph F. Kessler, P.E.
EVP & Chief Operating Officer

May 25, 2018

Path to Digitization…

First end-to-end digital utility – allowing greater insight into energy supply and demand; lowers costs through better energy management; and new technology to improve energy productivity.

Asset Management

- SAMP
- Data Analytics
- iSOC

Intelligent Grid

- Communications Backbone
- Sensor Deployment
- Energy Control Center Redundancy
- MA 1 & 2 Rebuild
- Marcy CSC

Plant & Field Work

- Control Room Upgrade (STL)
- Control Room Upgrade (BG)
- Niagara Controls
- STL Headgate Automation
- Digital Worker
- Drone Program

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

Path to Digitization – NYPA's Drone Program

- Drone Program successfully launched at NYPA
- Additional three UAV's are being procured
- Operator training scheduled for April
- NYPA policy preparation in progress

Aeryon Labs Inc.

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

Emergency Management

- Ongoing Puerto Rico recovery efforts
- Winter storm response and Nor'easter power outages
  - NYPA's infrastructure not impacted
  - NYPA provided assistance under the NY Utilities Mutual Assistance agreement
  - NYPA coordinated municipal crews from NC, SC, OH & MI through the Mutual Agreement with American Public Power Association
  - NYPA coordinated municipal crews from Ontario, Canada to assist NY Utilities.

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

Exhibit 5c iv-A
March 20, 2018

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

Commercial Operations Report

Paul Belnick, SVP Commercial Operations

March 20, 2018

Commercial Ops: Wholesale

	Year to Date - February		
in twh	Actual	Budget	
Customer Usage	4.2	4.2	0%
in twh			
Generation	4.4	5.0	12%

	Year to Date - February		
in $/mwh	Actual	Budget	
Electric Prices	$ 57.75	$ 48.35	19%
in $/mmbtu			
Fuel Prices *(unit cost of fuel)*	$ 8.70	$ 6.34	37%

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

Commercial Ops: Economic Development

Project & Business Development

- An application for approval to build the Moses-Adirondack Rebuild Project ("Smart Path") will be filed with the PSC at the end of March.

Economic Development

Recharge NY: 767 MW out of 910 MW allocated

All programs: 399,530 jobs, $34.6 Billion capital committed

*data as of February 28, 2018

Commercial Ops: Customer

Year to Date - February

in $ millions	Actual	Budget	
Customer Investments	*29.6*	*21.3*	39%
in $ millions			
Net NYPA Revenues	**2.2**	**1.8**	22%
in $ millions			
Operating Expenses*	**4.3**	**4.5**	4%

***Does not include outstanding project claims**

Installation of LED lighting with controls and Energy Management Systems at MTA NYC Transit Grand Ave Bus Depot & Central Maintenance Facility

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

Commercial Ops: Customer

Governor Cuomo's Smart Street Lighting NY Program

Launch Video

Energy Efficiency Programs – Award Energy Efficient Street Lighting Contracts

Discussion

- ❑ Request for Proposal advertised in November 2017
- ❑ 13 proposals received
- ❑ 2 firms identified as best value

Summary

- ❑ Two-year contract term with optional one year extension
- ❑ Aggregate amount of $10 million
- ❑ Funding recovery from program participants, except certain grants

City of White Plains
LED Street Lighting

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

Exhibit 5c vi-A
March 20, 2018

Applicants Recommended for an Award of Fund Benefits by the NNY Proceeds Allocation Board

Line	Business	City	County	Economic Development Region	Project Description	Project Type	Recommended Award Amount	Total Project Cost	Jobs Retained	Jobs Created
1	St. Lawrence Zinc Co., LLC	Gouverneur	SLC	North Country	Regional employee mining certification program	Workforce Development	$330,000	$1,234,680	-	60
						Total:	**$330,000**	**$1,234,680**	**-**	**60**

Total Jobs Created & Retained: 60

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Exhibit 5c vi-B
March 20, 2018

Criteria adapted from the "Board Procedures, and Board Policies Relating to the Review of Applications for Fund Benefits", adopted by the Northern New York Power Proceeds Allocation Board

1. The extent to which an award of Fund Benefits would be consistent with the strategies and priorities of the North Country Regional Economic Development Council ("NCREDC"). Such strategies and priorities include the following:
    - Energize our communities by building on growth in the aerospace, transit equipment, defense, biotech, energy, and manufacturing industries
    - Leverage our gateway to Canada, the nation's largest trading partner, to lead the State in global investment
    - Attract and nurture entrepreneurs through innovation to catalyze the highest per capita rate of small business start-ups and expansions in the state
    - Invest in community development infrastructure that expands opportunities and capacity
    - Innovate effective rural healthcare and education delivery networks
    - Elevate global recognition of the region as one of the special places on the planet to visit, live, work and study
    - Activate tourism as a driver to diversify our economies by creating demand to accelerate private investment
    - Invest in agriculture as we help feed the region and the world
    - Create the greenest energy economy in the state
2. Whether the eligible project would occur in the absence of an award of Fund Benefits.
3. The extent to which an award of Fund Benefits will result in new capital investment in the State by the eligible applicant and the extent of such investment.
4. Other assistance the eligible applicant may receive to support the eligible project.
5. The type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the eligible applicant were to receive an award of Fund Benefits.
6. The eligible applicant's payroll, salaries, benefits and number of jobs at the eligible project for which an award of Fund Benefits is requested.
7. Where applicable, the number of jobs that will be created or retained within St. Lawrence County and any other parts of the State in relation to the requested award of Fund Benefits, and the extent to which the eligible applicant will agree to commit to creating or retaining such jobs as a condition to receiving an award of Fund Benefits.
8. Whether the eligible applicant is at risk of closing or curtailing facilities or operations in St. Lawrence County and other parts of the State, relocating facilities or operations out of St. Lawrence County and other parts of the State, or losing a significant number of jobs in

St. Lawrence County and other parts of the State, in the absence of an award of Fund Benefits.[1]

9. The significance of the eligible project that would receive an award of Fund Benefits to the economy of the area in which such eligible project is located.
10. For new, expanded and/or rehabilitated facilities, the extent to which the eligible applicant will commit to implement or otherwise make tangible investments in energy efficiency measures as a condition to receiving an award of Fund Benefits.[2]

[1] Job creation and retention are key indicators of economic activity. However, the Allocation Board recognizes that certain investments may increase productivity and revitalize areas without immediately increasing permanent employment. Therefore, job creation/retention commitments will be emphasized primarily in the Business Investment Track. While job creation and retention may not be a significant factor for other Tracks, demonstration of economic development benefits to the Region will generally be considered favorably when assessing applications under all Tracks.

[2] As provided for in Economic development Law § 197-c(4), many of the criteria are adapted from criteria used in determining eligibility for Expansion Power, Replacement Power and Preservation Power under Public Authorities Law ("PAL") § 1005(13). Certain criteria identified in PAL § 1005(13) are relevant to power allocations under these programs and do not have any logical application to the allocation of Fund Benefits. Therefore, the Board does not expect to use these criteria to evaluate applications for Fund Benefits.

Exhibit 5c vi-C
March 20, 2018

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT A

Applicant Name:	St. Lawrence Zinc Co., LLC ("SLZ")	REDC Region:	North Country
Project Type:	Training & Workforce Development	County:	St. Lawrence
Industry:	Zinc mining	Locality:	Gouverneur
Amount Requested:	$370,404	Start Date:	4/1/18
		Finish Date:	12/31/18

RECOMMENDED OFFER

Recommended Total Award:	$330,000
Total Project Cost:	$1,234,680
% of Project Cost Recommended:	27%

PROJECT BUDGET (Proposed by Applicant)

Use of funds	Amount	Source of Funds	Amount
Salaries & Wages	$1,063,680	NNY EDF	$370,404
Supplies / Materials	$15,420	Company Equity	$814,276
Equipment Utilization Costs	$155,580	Workforce Dev. Institute (WDI)	$50,000
Total:	**$1,234,680**	**Total:**	**$1,234,680**

REGIONAL IMPACT MEASUREMENTS

Job Commitments:	The Funding Track under which the application was submitted does not require job-related commitments.
Average Salary of Jobs:	n/a
Indirect Jobs Created	n/a
Other Impact	

PROJECT DESCRIPTION (Adapted from Application)

SLZ is seeking funds to establish a training program to allow regionally available labor to be hired, trained, and put to work as part of SLZ's workforce at a mine located in St. Lawrence County that SLZ recently purchased. Training will consist of ten sessions, comprised of six employees each at 40 hours per week for 13 weeks, until up to 60 employees are trained. SLZ plans to contract with DUMAS Mining ("DUMAS"), a highly qualified full service mining contractor with experience providing training programs in North and Latin America, to deliver the necessary training. Candidates will be employed by DUMAS during their training session. Upon completion of the program, candidates will have earned their MSHA 5000-23 training certification and transition from DUMAS to SLZ employees.

OTHER ECONOMIC DEVELOPMENT BENEFITS RECEIVED

Workforce Dev. Institute (WDI) SLCIDA Sales Tax Exemption	$50,000 Up to $80,000	Preservation Power Allocation	4,000 kW

NEW YORK STATE OF OPPORTUNITY. | Northern NY Power Proceeds Allocation Board

Northern New York Economic Development Fund Recommendation Memo

EXHIBIT A

PREVIOUS STATE ASSISTANCE OFFERED OR PROVIDED		
TYPE	**AMOUNT**	**STATUS**
N/A	$	

BASIS FOR RECOMMENDATION

Given the Canadian origin of its parent firm (Titan Mining), this project supports foreign direct investment in New York State. SLZ plans to hire 180 workers when it reaches full operation later this year, including 60 local employees trained as certified underground miners through this project to replace contract employees currently working in the mine. Local candidates are being drawn from labor pools that include displaced manufacturing workers (unemployed, underemployed), and military veterans. In the absence of training local employees to serve as underground miners, SLZ would use contract miners from outside of St. Lawrence County and New York State to meet production needs, which would risk the profitability and longevity of the mine. SLZ indicates that these employees will be offered a living wage, medical, vision, dental, disability, life insurance, paid vacation and retirement benefits.

Restarting the mine will have positive economic impacts in the region through company supplies and service purchases, the creation of local jobs, and support of local businesses by the 180 new employees.

The project aligns well with the NCREDC strategies and priorities, which in part include energizing communities by building on growth in manufacturing industries and leveraging gateways to Canada.

ANTICIPATED DISBURSEMENT TERMS

Fund Benefits will be used to reimburse the applicant for costs associated with the underground miner certification training of up to 60 local employees, determined by successful completion of one of the 13-week training programs offered by DUMAS at the site and transition to direct employment with SLZ.

It is anticipated that funds will be disbursed in arrears and on a per trainee basis upon verification that these workers have been successfully employed by the applicant as evidenced by such documentation NYPA may require and verifying project expenditures associated with each of the ten planned training sessions.